

**Monroe County Comprehensive Plan Land Authority**  
**Advisory Committee Meeting**  
**Agenda Items for 1/25/23 Meeting**  
**Revised 1/24/23**

---

The Land Authority Advisory Committee Meeting is scheduled to meet on Wednesday, January 25, 2023 at the Marathon Government Center, located 2798 Overseas Highway, Media Room – 1st Floor, Marathon, Florida, beginning at 9:30 AM.

1. Call to order.
2. Roll call.
3. Additions and deletions to the agenda.
4. Selection of a Chairman and Vice Chairman for 2023.
5. Approval of the minutes for the December 14, 2022 meeting.
6. Approval of a contract to purchase Tier 1 property for conservation - Block 13, Lot 29, North Sugarloaf Acres Section 2 on Sugarloaf Key near mile marker 19 from **Habitat for Humanity of Key West and Lower Florida Keys, Inc. for the price of \$152,000.**
7. Approval of a contract to purchase Tier 1 property for conservation - Parcel 38 Hilda Subdivision on Sugarloaf Key near mile marker 19 from **Habitat for Humanity of Key West and Lower Florida Keys, Inc. for the price of \$15,000.**
8. Approval of a contract to purchase Tier 1 property for conservation – Lot 46, Sugarloaf Townsite on Sugarloaf Key near mile marker 20 from **Habitat for Humanity of Key West and Lower Florida Keys, Inc. for the price of \$25,000.**
9. Approval of a contract to purchase Tier 1 property for conservation – Parcel BB, Cudjoe Acres on Cudjoe Key near mile marker 21 from **Habitat for Humanity of Key West and Lower Florida Keys, Inc. for the price of \$67,200.**
10. Approval of a contract to purchase Tier 1 property for conservation - Block 17, Lot 10, Rainbow Beach on Big Torch Key near mile marker 27 from **Habitat for Humanity of Key West and Lower Florida Keys, Inc. for the price of \$19,000.**
11. Approval of a contract to purchase Tier 1 property for conservation – Lot 14 in Government Lot 3, Plat of Survey (OR 407-695) on Sugarloaf Key near mile marker 19 from **Carrie Gil for the price of \$94,000.**
12. Approval of a resolution approving an option agreement to sell pre-acquired Florida Forever land described as Lots 39 and 40, Block 25, Amended Plat of Key Largo Park on Key Largo to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida for the price of **\$90,000**; authorizing the Chairman to execute same; and authorizing the Chairman to execute the deed and associated closing documents.
13. Approval of a resolution approving an option agreement to sell pre-acquired Florida Forever land described as Lots 10, 11, 12, 14 and 15, Square 2, Ocean Heights on No Name Key to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida for the price of **\$125,000**; authorizing the Chairman to execute same; and authorizing the Chairman to execute the deed and associated closing documents.
14. Executive Director's report.
15. Adjournment.

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

MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY  
ADVISORY COMMITTEE

December 14, 2022

The Monroe County Comprehensive Plan Land Authority (MCLA) Advisory Committee held a meeting on Wednesday, December 14, 2022 in the first floor Media Room of the Marathon Government Center located at 2798 Overseas Highway, Marathon, Florida. The meeting was called to order by Chairman Linda Cunningham at 9:30 AM. Present and answering roll call in addition to Chairman Cunningham were Erin Muir, Barbara Neal, and Sandi Williams. Leslie Valant was absent. Also present were Senior Property Acquisition Specialist Mark Rosch and Office Manager Dina Gambuzza. Executive Director Christine Hurley and Counsel Greg Oropeza participated via Zoom.

The first item was additions and deletions to the agenda. The agenda had a revision date of December 13, 2022 and there were no additions or deletions.

The next item was approval of the minutes for the November 18, 2022 meeting. Ms. Williams made a motion to approve the minutes as presented and Ms. Muir seconded the motion. There being no objections, the motion carried 4/0.

The next item was approval of the 2023 meeting schedule. Following discussion, Ms. Muir made a motion to approve the item and Ms. Neal seconded the motion. There being no objections, the motion carried 4/0.

The next item was approval of a resolution authorizing the conveyance of real property located at Block 2, Lot 1, Sam-N-Joe Subdivision, 190 Sands Road, RE# 00300180-000100; Block 2, Lot 2, Sam-N-Joe Subdivision, 180 Sands Road, RE# 00300180-000200; Block 2, Lot 17, Sam-N-Joe Subdivision, 170 Sands Road, RE# 00300180-001700; and Block 2, Lot 18, Sam-N-Joe Subdivision, 160 Sands Road, RE# 00300180-001800 on Big Pine Key for the Monroe County Employee Housing Rental Program (MCEHRP) to Monroe County, subject to a Land Use Restriction Agreement (LURA). Ms. Hurley and Mr. Rosch addressed the Committee. Following discussion, Ms. Muir made a motion to approve the item and Ms. Neal seconded the motion. There being no objections, the motion carried 4/0.

The next item was approval of a resolution authorizing the conveyance of ownership of a market rate, Rate Of Growth Ordinance (ROGO) exemption from Block 3, Lot 15, Big Pine Key, Inc. Subdivision, 148 Palmetto Avenue, RE# 00256790-000000 on Big Pine Key to Monroe County for redevelopment in the Monroe County Employee Housing Rental Program (MCEHRP) on Block 2, Lot 1, Sam-N-Joe Subdivision, 190 Sands Road, RE# 00300180-000100, contingent upon approval by the County of a minor conditional use transferring the market rate ROGO as an affordable ROGO exemption for use, subject to a Land Use Restriction Agreement (LURA). Ms. Hurley and Mr. Rosch addressed the Committee. Following discussion, Ms. Williams made a motion to approve the item and Ms. Neal seconded the motion. There being no objections, the motion carried 4/0.

The next item was approval of a resolution approving an option agreement to sell pre-acquired Florida Forever land described as Lots 39 and 40, Block 7, Harris Ocean Park Estates on Key Largo to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida for

the price of \$38,000; authorizing the Chairman to execute same; and authorizing the Chairman to execute the deed and associated closing documents. Mr. Rosch addressed the Committee. This item is part of MCLA's ongoing effort to help the State purchase Florida Forever land in the Keys. Following discussion, Ms. Muir made a motion to approve the item at the sale price of \$38,000 and Ms. Williams seconded the motion. There being no objections, the motion carried 4/0.

The next item was approval of a contract to purchase Tier 1 property for conservation – Block 6, Lots 27 and 28, Bay Haven Section 2 on Key Largo near mile marker 95 from Karen Nall Barnes for the price of \$50,000. Mr. Rosch addressed the Committee. The subject property consists of two adjoining lots totaling 10,000 square feet on Central Avenue on the bay side of Key Largo. The property has a tier designation of Tier 1 – Natural Area, a zoning designation of Suburban Residential, and vegetation consisting of tropical hardwood hammock. Following discussion, Ms. Muir made a motion to approve the item at the purchase price of \$50,000 and Ms. Williams seconded the motion. There being no objections, the motion carried 4/0.

The next item was approval of a contract to purchase Tier 1 property for conservation - Block 6, Lots 29 and 30, Bay Haven Section 2 on Key Largo near mile marker 95 from J. DeWayne Nall for the price of \$50,000. Mr. Rosch addressed the Committee. The subject property consists of two adjoining lots totaling 10,000 square feet on Central Avenue on the bay side of Key Largo. The property has a tier designation of Tier 1 – Natural Area, a zoning designation of Suburban Residential, and vegetation consisting of tropical hardwood hammock. Following discussion, Ms. Williams made a motion to approve the item at the purchase price of \$50,000 and Ms. Muir seconded the motion. There being no objections, the motion carried 4/0.

The next item was approval of a contract to purchase Tier 1 property for conservation - Block 25, Lots 14 and 15, Amended Plat of Key Largo Park on Key Largo near mile marker 100 from the Andres R. Quincoses and Faith M. Quincoses Joint Revocable Trust Agreement and Juan Ruiz for the price of \$90,000. Mr. Rosch addressed the Committee. The subject property consists of two adjoining lots totaling 6,500 square feet on Florida Drive on the bay side of Key Largo. The property has a tier designation of Tier 1 – Natural Area, a zoning designation of Improved Subdivision, and vegetation consisting of tropical hardwood hammock. Following discussion, Ms. Neal made a motion to approve the item at the purchase price of \$90,000 and Ms. Williams seconded the motion. There being no objections, the motion carried 4/0.

The next item was the Executive Director's report. Ms. Hurley was ill and did not provide a report. Mr. Rosch reported that MCLA's sale of the Vero Atlantic 2 LLC property to the State has closed.

The next MCLA Advisory Committee meeting is scheduled for Wednesday, January 25, 2023 at 9:30 AM. Chairman Cunningham, Ms. Muir, Ms. Neal, and Ms. Williams said they would be able to attend.

There being no further business, the meeting was adjourned at 10:07 AM.

Prepared by: \_\_\_\_\_  
Dina Gambuzza  
Office Manager

Approved by the Advisory Committee on \_\_\_\_\_.

This page left intentionally blank

---

**AGENDA ITEM WORDING:** Approval of a contract to purchase Tier 1 property for conservation - Block 13, Lot 29, North Sugarloaf Acres Section Two on Sugarloaf Key near mile marker 19 from Habitat for Humanity of Key West and Lower Florida Keys, Inc. for the price of \$152,000.

---

**ITEM BACKGROUND:** This acquisition is proposed to protect property rights and the natural environment and to reduce the County's potential liability for takings suits.

The subject property is located on Mad Bob Road on the bay side of Sugarloaf Key.

Purchase Price and Estimated Closing Costs:

- Purchase Price: \$152,000
- Cost of Appraisal: \$1,706
- Cost of Survey: \$0
- Title Fees & Insurance: \$1,310
- Attorney Fee: \$475
- Recording Fees: \$35.50
- Total Costs: \$155,526.50

Attributes of the Subject Property:

- Parcel ID#: 00117500-002400
- Size: 4.15 acres
- Tier Designation: Tier 1 – Natural Area
- Zoning Designation: Native Area (NA)
- Future Land Use Map Designation: Residential Commercial (RC)
- Vegetation: Tropical hardwood hammock, buttonwood, mangrove, and scrub mangrove.
- Acquisition List Qualification: This property qualifies because it is Tier 1.
- Florida Forever Boundary: This property is inside the Florida Forever boundary.
- Transferrable Development Rights (TDRs): 0.0925 TDRs
- Cost per TDR: \$1,643,243
- ROGO Dedication Points: 16 points
- Cost per ROGO Dedication Point: \$9,500

The subject property could potentially be sold to the State of Florida, which would result in some or all of the acquisition costs being reimbursed.

**Aerial Photograph of Subject Property  
Block 13, Lot 29, North Sugarloaf Acres Section Two  
Sugarloaf Key**





**Disclaimer**

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

By continuing into this site you assert that you have read and agree to the above statement.

**Summary**

Parcel ID 00117500-002400  
 Account# 1150053  
 Property ID 1150053  
 Millage Group 100C  
 Location VACANT LAND, SUGARLOAF KEY  
 Address  
 Legal 25 66 27 SUGARLOAF KEY PT GOVT LOT 4 AKA LOT 29 BLK 13 NO SUGARLOAF ACRES SEC TWO OR564-756/759 OR776-894 OR911-1521/1525Q/C  
 Description OR1840-184/85Q/C  
 (Note: Not to be used on legal documents.)  
 Neighborhood 10051  
 Property Class VACANT INSTITUTIONAL (7000)  
 Subdivision  
 Sec/Twp/Rng 25/66/27  
 Affordable No  
 Housing

**Owner**

[HABITAT FOR HUMANITY OF K W AND LOWER FL KEYS INC](#)  
 PO Box 5873  
 Key West FL 33045

	2022 Working Values	2021 Certified Values	2020 Certified Values	2019 Certified Values
+ Market Improvement Value	\$0	\$0	\$0	\$0
+ Market Misc Value	\$0	\$0	\$0	\$0
+ Market Land Value	\$1,055	\$1,055	\$1,055	\$1,055
= Just Market Value	\$1,055	\$1,055	\$1,055	\$1,055
= Total Assessed Value	\$1,055	\$992	\$902	\$820
- School Exempt Value	(\$1,055)	(\$1,055)	(\$1,055)	(\$1,055)
= School Taxable Value	\$0	\$0	\$0	\$0

**Land**

Land Use	Number of Units	Unit Type	Frontage	Depth
TRANSITIONAL LANDS (000T)	0.92	Acreage	0	0
ENVIRONMENTALLY SENS (000X)	3.19	Acreage	0	0

**Sales**

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved
11/1/1978	\$5,100	Conversion Code		776	894	Q - Qualified	Vacant

**View Tax Info**

[View Taxes for this Parcel](#)



**TRIM Notice**

[2022 TRIM Notice \(PDF\)](#)

**2022 Notices Only**

**No data available for the following modules:** Buildings, Yard Items, Permits, Sketches (click to enlarge), Photos.

The Monroe County Property Appraiser's office maintains data on property within the County solely for the purpose of fulfilling its responsibility to secure a just valuation for ad valorem tax purposes of all property within the County. The Monroe County Property Appraiser's office cannot guarantee its accuracy for any other purpose. Likewise, data provided regarding one tax year may not be applicable in prior or subsequent years. By requesting such data, you hereby understand and agree that the [User Privacy Policy](#) and [GDPR Privacy Notice](#)



Last Data Upload: 10/6/2022, 4:03:58 AM

Version 2.3.224

AGREEMENT FOR THE PURCHASE OF LANDS

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between

**Habitat for Humanity of Key West and Lower Florida Keys, Inc.**

(hereinafter "Seller(s)"), for themselves, their heirs, executors, administrators, successors and assigns, and the MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY (hereinafter "Land Authority") acting by and through the Executive Director of the LAND AUTHORITY.

WITNESSETH:

1. In consideration of Ten Dollars (\$10.00) in hand, paid by the LAND AUTHORITY, the receipt of which is hereby acknowledged, the Seller(s) agree to sell to the LAND AUTHORITY certain lands upon the terms and conditions hereinafter set forth, and for the price of **\$152,000.00** for all of the lands and other interests, which lands shall include all tenements, hereditaments, together with all water and other rights, easements, appurtenances, and any and all of the Seller's rights in or arising by reason of ownership thereunto belonging, owned by them, situate and lying in the County of Monroe, State of Florida, more particularly described as follows; to-wit:

**Block 13, Lot 29, North Sugarloaf Acres Section Two (OR 427-1049), more particularly described in Exhibit A.  
Parcel ID# 00117500-002400**

2. The Seller(s) agree that they have full right, power and authority to convey, and that they will convey to the LAND AUTHORITY the fee simple title together with legal and practical access thereto clear, free and unencumbered, except subject to the following easements or reservations:

Existing easements for canals, ditches, flumes, pipelines, railroads, public highways and roads, telephone, telegraph, power transmission lines and public utilities.

The LAND AUTHORITY, at the LAND AUTHORITY'S expense, within the time allowed to deliver evidence of title and to examine same, may have the real property surveyed and certified by a registered Florida surveyor. If the survey discloses encroachments on the real property or that improvements located thereon encroach on setback lines, easements, lands of others, or violate any restrictions, contract covenants, or applicable governmental regulations, the same shall constitute a title defect.

Seller(s) shall convey a marketable title subject only to the aforementioned liens, encumbrances, exceptions or qualification set forth herein. Marketable title shall be determined according to applicable title standards adopted by authority of the Florida Bar and in accordance with law. The LAND AUTHORITY shall have sixty (60) days from the Effective Date in which to examine title. If title is found defective, the LAND AUTHORITY shall, within this specified time period, notify Seller(s) in writing specifying defect(s). If the defect(s) render title unmarketable the Seller(s) will have one hundred twenty (120) days from receipt of notice within which to remove the defect(s). The Seller(s) will use diligent effort to correct defect(s) in title within the time provided therefore, including the bringing of necessary suits, failing which the LAND AUTHORITY shall have the option of either accepting the title as it then is or rescinding the Agreement herein.

3. The Seller(s) further agree not to do, or suffer others to do, any act by which the value or title to said lands may be diminished or encumbered while this Agreement is pending. It is further agreed

that any loss or damage occurring prior to the vesting of satisfactory title in the LAND AUTHORITY by reasons of the unauthorized cutting or removal of products therefrom, or because of fire, shall be borne by the Seller(s); and that, in the event any such loss or damage occurs, the LAND AUTHORITY may, without liability, refuse to accept conveyance of said lands.

4. The Seller(s) further agree that during the period covered by this instrument officers and accredited agents of the LAND AUTHORITY shall have at all reasonable times the unrestricted right and privilege to enter upon said lands for all proper and lawful purposes, including examination of said lands and the resources upon them. The Seller(s) hereby waive their rights to any and all claims against the LAND AUTHORITY, Monroe County, or the State of Florida associated with, or arising from ownership of, said lands and this waiver shall survive closing.
5. The Seller(s) will execute and deliver upon demand of the proper officials and agents of the LAND AUTHORITY a good and sufficient deed of warranty conveying to the LAND AUTHORITY a marketable title to the said lands of such character as to be satisfactory to the legal counsel of the LAND AUTHORITY and said deed shall provide that the use, occupation and operation of the rights-of-way, easements and reservations retained therein, shall be subordinate to and subject to such rules and regulations as may be prescribed by the LAND AUTHORITY governing the use, occupation, protection and administration of lands.
6. In consideration whereof the LAND AUTHORITY agrees that it will purchase all of said lands and other interests at the price of **\$152,000.00**. The LAND AUTHORITY further agrees that, after the preparation, execution, and delivery of the deed, and after the legal counsel of the LAND AUTHORITY shall have approved the title thus vested in the LAND AUTHORITY, it will cause to be paid to the Seller(s) the purchase price. The LAND AUTHORITY shall pay the following expenses associated with the conveyance of the property: deed recording fees, settlement fees, abstract fees, title examination fees, the Buyer's attorney's fees, and title insurance, as well as the prorata share of prepaid real property taxes allocable to the period subsequent to the vesting of title in the LAND AUTHORITY, or the effective date of possession of such real property by the same, whichever is earlier. The Seller(s) shall pay the expenses of documentary stamps to be affixed to the deed and the removal of trash, debris, and structures from the property, if any, and real estate commissions, if any. Full possession of the premises shall pass to the LAND AUTHORITY as of the date payment is made to the Seller(s) subject only to the reservations stated in Section 2 above.
7. It is mutually agreed that an abstract, title insurance policy or other evidence of title to the property herein contracted to be sold, satisfactory to the legal counsel of the LAND AUTHORITY will be obtained by the LAND AUTHORITY at its expense. The Seller(s) expressly agree herein to furnish to the LAND AUTHORITY any documents in Seller(s)'s possession establishing evidence of title including, but not limited to, abstracts, title commitments, title policies and opinions of title.
8. It shall be the obligation of the Seller(s) to pay all taxes and assessments outstanding as liens at the date title vests of record in the LAND AUTHORITY, whether or not such taxes and assessments are then due and payable.
9. It is mutually understood and agreed that notice of acceptance of this Agreement shall be given to the Seller(s) by email to the address provided by the Seller(s) or by mail addressed to the Seller(s) at the following address:

**PO Box 5873  
Key West, FL 33045**

and shall be effective upon date of mailing and shall be binding upon all of the Seller(s) without sending a separate notice to each, except as such obligation may be affected by the provisions of paragraph 6 hereof.

- 10. The property shall be delivered at closing free of any tenant or occupancy whatsoever.
- 11. The Seller(s) shall close any open building permits or code enforcement proceedings prior to closing.
- 12. The effective date of this Agreement (hereinafter "Effective Date") shall be that date when the last one of the Seller(s) and the LAND AUTHORITY has signed this Agreement.
- 13. If the Seller(s) wish to proceed with this transaction, the Seller(s) have until **December 22, 2022** to sign and return this Agreement to the LAND AUTHORITY. This Agreement may be executed in counterparts. Notwithstanding any provision of this Agreement to the contrary, the closing of this transaction is contingent upon approval by the Advisory Committee and Governing Board of the LAND AUTHORITY, failing which the parties acknowledge that each shall be released of all further obligations under this Agreement. In the event this transaction has not closed within one hundred eighty (180) days from the Effective Date, then either party may terminate this Agreement at any time thereafter by providing written notice, in which case the parties acknowledge that each shall be released of all further obligations under this Agreement.

IN WITNESS WHEREOF, the Seller(s) have hereunto signed their names and affixed their respective seals on the day first above written and therefore the Seller(s) for and in consideration of the Ten Dollars (\$10.00) hereinabove acknowledge as received, have and do hereby grant unto the LAND AUTHORITY or its authorized representative, or any other office or agent of the LAND AUTHORITY authorized to purchase said lands, the option and right to enter into this Agreement for Purchase within sixty (60) days from the execution thereof by the Seller(s).

Seller/ **Habitat for Humanity of Key West and Lower Florida Keys, Inc.**  
By: **Terri Hill, President**

Signature	Date	Phone Number	Email Address
-----------	------	--------------	---------------

The MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY, acting by and through its EXECUTIVE DIRECTOR in accordance with Resolution 03-2016, has executed this Agreement on behalf of the MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

(Seal)

MONROE COUNTY COMPREHENSIVE  
PLAN LAND AUTHORITY

\_\_\_\_\_  
Christine Hurley, Executive Director

**EXHIBIT A**

Lot 29, Block 13, all according to the map thereof entitled North Sugarloaf Acres, Section two, in Sections 25 & 36, T66s, R27E, on Sugarloaf Key, prepared by C.G. Bailey & Associates, Land Surveyors. Recorded in official Records Book 427, Pages 1048 & 1049 of the Public Records of Monroe County, Florida.

This page left intentionally blank

---

**AGENDA ITEM WORDING:** Approval of a contract to purchase Tier 1 property for conservation - Parcel 38, Hilda Subdivision on Sugarloaf Key near mile marker 19 from Habitat for Humanity of Key West and Lower Florida Keys, Inc. for the price of \$15,000.

---

**ITEM BACKGROUND:** This acquisition is proposed to protect property rights and the natural environment and to reduce the County's potential liability for takings suits.

The subject property is located on Acosta Trail on the bay side of Sugarloaf Key.

Purchase Price and Estimated Closing Costs:

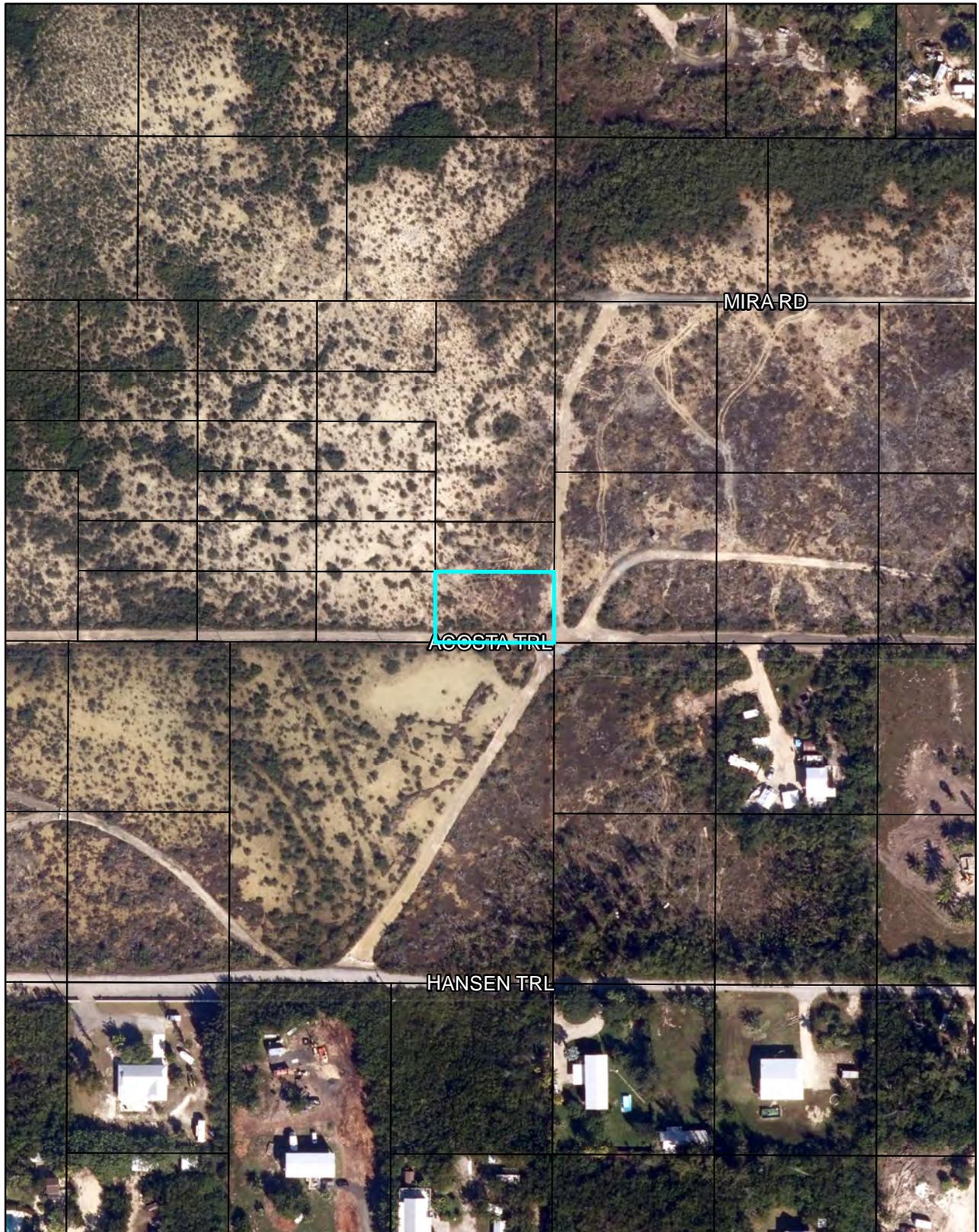
- Purchase Price: \$15,000
- Cost of Appraisal: \$1,206
- Cost of Survey: \$0
- Title Fees & Insurance: \$575
- Attorney Fee: \$475
- Recording Fees: \$35.50
- Total Costs: \$17,291.50

Attributes of the Subject Property:

- Parcel ID#: 00117500-001838
- Size: 0.30 acres
- Tier Designation: Tier 1 – Natural Area
- Zoning Designation: Native Area (NA)
- Future Land Use Map Designation: Residential Commercial (RC)
- Vegetation: Scrub mangrove
- Acquisition List Qualification: This property qualifies because it is Tier 1.
- Florida Forever Boundary: This property is inside the Florida Forever boundary.
- Transferrable Development Rights (TDRs): 0 TDRs
- Cost per TDR: Not applicable
- ROGO Dedication Points: 0 points
- Cost per ROGO Dedication Point: Not applicable

The subject property could potentially be sold to the State of Florida, which would result in some or all of the acquisition costs being reimbursed.

Aerial Photograph of Subject Property  
Parcel 38, Hilda Subdivision  
Sugarloaf Key





**Disclaimer**

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

By continuing into this site you assert that you have read and agree to the above statement.

**Summary**

Parcel ID 00117500-001838  
 Account# 8656491  
 Property ID 8656491  
 Millage Group 100C  
 Location Address VACANT LAND, SUGARLOAF KEY  
 Legal 25 66 27 SUGARLOAF KEY PT LOT 4 (PT LT 35 BLK 12) A/K/A (PARCEL 38) (.31AC) OR889-59 OR1169-1851 OR1686-1795/96Q/C OR1704-1366/68C  
 Description OR1704-1369D/C  
 (Note: Not to be used on legal documents.)  
 Neighborhood 10051  
 Property Class VACANT INSTITUTIONAL (7000)  
 Subdivision  
 Sec/Twp/Rng 25/66/27  
 Affordable No  
 Housing

**Owner**

[HABITAT FOR HUMANITY OF K W AND LOWER FL KEYS INC](#)  
 PO Box 5873  
 Key West FL 33045

	2022 Working Values	2021 Certified Values	2020 Certified Values	2019 Certified Values
+ Market Improvement Value	\$0	\$0	\$0	\$0
+ Market Misc Value	\$0	\$0	\$0	\$0
+ Market Land Value	\$240	\$240	\$240	\$240
= Just Market Value	\$240	\$240	\$240	\$240
= Total Assessed Value	\$240	\$221	\$201	\$183
- School Exempt Value	(\$240)	(\$240)	(\$240)	(\$240)
= School Taxable Value	\$0	\$0	\$0	\$0

**Land**

Land Use	Number of Units	Unit Type	Frontage	Depth
TRANSITIONAL LANDS (000T)	0.30	Acreage	89	150

**Sales**

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved
7/1/1983	\$1	Warranty Deed		889	59	U - Unqualified	Vacant

**View Tax Info**

[View Taxes for this Parcel](#)



**TRIM Notice**

[2022 TRIM Notice \(PDF\)](#)

**2022 Notices Only**

**No data available for the following modules:** Buildings, Yard Items, Permits, Sketches (click to enlarge), Photos.

The Monroe County Property Appraiser's office maintains data on property within the County solely for the purpose of fulfilling its responsibility to secure a just valuation for ad valorem tax purposes of all property within the County. The Monroe County Property Appraiser's office cannot guarantee its accuracy for any other purpose. Likewise, data provided regarding one tax year may not be applicable in prior or subsequent years. By requesting such data, you hereby understand and agree that the [User Privacy Policy](#) and [GDPR Privacy Notice](#)



Last Data Upload: 10/6/2022, 4:03:58 AM

Version 2.3.224

AGREEMENT FOR THE PURCHASE OF LANDS

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between

**Habitat for Humanity of Key West and Lower Florida Keys, Inc.**

(hereinafter "Seller(s)"), for themselves, their heirs, executors, administrators, successors and assigns, and the MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY (hereinafter "Land Authority") acting by and through the Executive Director of the LAND AUTHORITY.

WITNESSETH:

1. In consideration of Ten Dollars (\$10.00) in hand, paid by the LAND AUTHORITY, the receipt of which is hereby acknowledged, the Seller(s) agree to sell to the LAND AUTHORITY certain lands upon the terms and conditions hereinafter set forth, and for the price of **\$15,000.00** for all of the lands and other interests, which lands shall include all tenements, hereditaments, together with all water and other rights, easements, appurtenances, and any and all of the Seller's rights in or arising by reason of ownership thereunto belonging, owned by them, situate and lying in the County of Monroe, State of Florida, more particularly described as follows; to-wit:

**Parcel 38, Hilda Subdivision (OR 727-437), more particularly described in Exhibit A.  
Parcel ID# 00117500-001838**

2. The Seller(s) agree that they have full right, power and authority to convey, and that they will convey to the LAND AUTHORITY the fee simple title together with legal and practical access thereto clear, free and unencumbered, except subject to the following easements or reservations:

Existing easements for canals, ditches, flumes, pipelines, railroads, public highways and roads, telephone, telegraph, power transmission lines and public utilities.

The LAND AUTHORITY, at the LAND AUTHORITY'S expense, within the time allowed to deliver evidence of title and to examine same, may have the real property surveyed and certified by a registered Florida surveyor. If the survey discloses encroachments on the real property or that improvements located thereon encroach on setback lines, easements, lands of others, or violate any restrictions, contract covenants, or applicable governmental regulations, the same shall constitute a title defect.

Seller(s) shall convey a marketable title subject only to the aforementioned liens, encumbrances, exceptions or qualification set forth herein. Marketable title shall be determined according to applicable title standards adopted by authority of the Florida Bar and in accordance with law. The LAND AUTHORITY shall have sixty (60) days from the Effective Date in which to examine title. If title is found defective, the LAND AUTHORITY shall, within this specified time period, notify Seller(s) in writing specifying defect(s). If the defect(s) render title unmarketable the Seller(s) will have one hundred twenty (120) days from receipt of notice within which to remove the defect(s). The Seller(s) will use diligent effort to correct defect(s) in title within the time provided therefore, including the bringing of necessary suits, failing which the LAND AUTHORITY shall have the option of either accepting the title as it then is or rescinding the Agreement herein.

3. The Seller(s) further agree not to do, or suffer others to do, any act by which the value or title to said lands may be diminished or encumbered while this Agreement is pending. It is further agreed that any loss or damage occurring prior to the vesting of satisfactory title in the LAND

AUTHORITY by reasons of the unauthorized cutting or removal of products therefrom, or because of fire, shall be borne by the Seller(s); and that, in the event any such loss or damage occurs, the LAND AUTHORITY may, without liability, refuse to accept conveyance of said lands.

4. The Seller(s) further agree that during the period covered by this instrument officers and accredited agents of the LAND AUTHORITY shall have at all reasonable times the unrestricted right and privilege to enter upon said lands for all proper and lawful purposes, including examination of said lands and the resources upon them. The Seller(s) hereby waive their rights to any and all claims against the LAND AUTHORITY, Monroe County, or the State of Florida associated with, or arising from ownership of, said lands and this waiver shall survive closing.
5. The Seller(s) will execute and deliver upon demand of the proper officials and agents of the LAND AUTHORITY a good and sufficient deed of warranty conveying to the LAND AUTHORITY a marketable title to the said lands of such character as to be satisfactory to the legal counsel of the LAND AUTHORITY and said deed shall provide that the use, occupation and operation of the rights-of-way, easements and reservations retained therein, shall be subordinate to and subject to such rules and regulations as may be prescribed by the LAND AUTHORITY governing the use, occupation, protection and administration of lands.
6. In consideration whereof the LAND AUTHORITY agrees that it will purchase all of said lands and other interests at the price of **\$15,000.00**. The LAND AUTHORITY further agrees that, after the preparation, execution, and delivery of the deed, and after the legal counsel of the LAND AUTHORITY shall have approved the title thus vested in the LAND AUTHORITY, it will cause to be paid to the Seller(s) the purchase price. The LAND AUTHORITY shall pay the following expenses associated with the conveyance of the property: deed recording fees, settlement fees, abstract fees, title examination fees, the Buyer's attorney's fees, and title insurance, as well as the prorata share of prepaid real property taxes allocable to the period subsequent to the vesting of title in the LAND AUTHORITY, or the effective date of possession of such real property by the same, whichever is earlier. The Seller(s) shall pay the expenses of documentary stamps to be affixed to the deed and the removal of trash, debris, and structures from the property, if any, and real estate commissions, if any. Full possession of the premises shall pass to the LAND AUTHORITY as of the date payment is made to the Seller(s) subject only to the reservations stated in Section 2 above.
7. It is mutually agreed that an abstract, title insurance policy or other evidence of title to the property herein contracted to be sold, satisfactory to the legal counsel of the LAND AUTHORITY will be obtained by the LAND AUTHORITY at its expense. The Seller(s) expressly agree herein to furnish to the LAND AUTHORITY any documents in Seller(s)'s possession establishing evidence of title including, but not limited to, abstracts, title commitments, title policies and opinions of title.
8. It shall be the obligation of the Seller(s) to pay all taxes and assessments outstanding as liens at the date title vests of record in the LAND AUTHORITY, whether or not such taxes and assessments are then due and payable.
9. It is mutually understood and agreed that notice of acceptance of this Agreement shall be given to the Seller(s) by email to the address provided by the Seller(s) or by mail addressed to the Seller(s) at the following address:

**PO Box 5873  
Key West, FL 33045**

and shall be effective upon date of mailing and shall be binding upon all of the Seller(s) without sending a separate notice to each, except as such obligation may be affected by the provisions of paragraph 6 hereof.

- 10. The property shall be delivered at closing free of any tenant or occupancy whatsoever.
- 11. The Seller(s) shall close any open building permits or code enforcement proceedings prior to closing.
- 12. The effective date of this Agreement (hereinafter "Effective Date") shall be that date when the last one of the Seller(s) and the LAND AUTHORITY has signed this Agreement.
- 13. If the Seller(s) wish to proceed with this transaction, the Seller(s) have until **December 22, 2022** to sign and return this Agreement to the LAND AUTHORITY. This Agreement may be executed in counterparts. Notwithstanding any provision of this Agreement to the contrary, the closing of this transaction is contingent upon approval by the Advisory Committee and Governing Board of the LAND AUTHORITY, failing which the parties acknowledge that each shall be released of all further obligations under this Agreement. In the event this transaction has not closed within one hundred eighty (180) days from the Effective Date, then either party may terminate this Agreement at any time thereafter by providing written notice, in which case the parties acknowledge that each shall be released of all further obligations under this Agreement.

IN WITNESS WHEREOF, the Seller(s) have hereunto signed their names and affixed their respective seals on the day first above written and therefore the Seller(s) for and in consideration of the Ten Dollars (\$10.00) hereinabove acknowledge as received, have and do hereby grant unto the LAND AUTHORITY or its authorized representative, or any other office or agent of the LAND AUTHORITY authorized to purchase said lands, the option and right to enter into this Agreement for Purchase within sixty (60) days from the execution thereof by the Seller(s).

Seller/ **Habitat for Humanity of Key West and Lower Florida Keys, Inc.**  
By: **Terri Hill, President**

Signature	Date	Phone Number	Email Address
-----------	------	--------------	---------------

The MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY, acting by and through its EXECUTIVE DIRECTOR in accordance with Resolution 03-2016, has executed this Agreement on behalf of the MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

(Seal)

MONROE COUNTY COMPREHENSIVE  
PLAN LAND AUTHORITY

\_\_\_\_\_  
Christine Hurley, Executive Director

## EXHIBIT A

Parcel No. 38 according to the Map entitled HILDA SUBDIVISION, prepared by Paul Barreto, Land Surveyor, Miami, Florida, dated Feb. 22<sup>nd</sup> 1977 a copy of said Map being attached to a certain Special Warranty Deed and Recorded in Official Records Book 727, Page 437, in Monroe County, Florida.

Being more particularly described as follows: Commencing at the SW. corner of Section 25, Township 66 South, Range 27 East; thence North along the West line of said Section 25 a distance of 1075.00 feet; thence East 1370.00 feet; to the point of Beginning; thence continue North 89.00 feet; thence East 150.00 feet; thence South 89.00 feet; thence West 150.00 feet to the point of Beginning. Subject to the West and South 25 feet for road purposes.

This page left intentionally blank

---

**AGENDA ITEM WORDING:** Approval of a contract to purchase Tier 1 property for conservation – Lot 46, Sugarloaf Townsite on Sugarloaf Key near mile marker 20 from Habitat for Humanity of Key West and Lower Florida Keys, Inc. for the price of \$25,000.

---

**ITEM BACKGROUND:** This acquisition is proposed to protect property rights and the natural environment and to reduce the County’s potential liability for takings suits.

The subject property is located on Kings Row on the ocean side of Sugarloaf Key.

Purchase Price and Estimated Closing Costs:

- Purchase Price: \$25,000
- Cost of Appraisal: \$1,206
- Cost of Survey: \$0
- Title Fees & Insurance: \$618.75
- Attorney Fee: \$475
- Recording Fees: \$35.50
- Total Costs: \$27,335.25

Attributes of the Subject Property:

- Parcel ID#: 00167540-000000
- Size: 7,542 square feet
- Tier Designation: Tier 1 – Natural Area
- Zoning Designation: Suburban Residential (SR)
- Future Land Use Map Designation: Residential Low (RL)
- Vegetation: Developed land and tropical hardwood hammock.
- Acquisition List Qualification: This property qualifies because it is Tier 1.
- Florida Forever Boundary: This property is inside the Florida Forever boundary.
- Transferrable Development Rights (TDRs): 0.085 TDRs
- Cost per TDR: \$294,118
- ROGO Dedication Points: 1 point
- Cost per ROGO Dedication Point: \$25,000

The subject property could potentially be sold to the State of Florida, which would result in some or all of the acquisition costs being reimbursed.

Aerial Photograph of Subject Property  
Lot 46, Sugarloaf Townsite  
Sugarloaf Key





**Disclaimer**

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

By continuing into this site you assert that you have read and agree to the above statement.

**Summary**

Parcel ID 00167540-000000  
 Account# 1216534  
 Property ID 1216534  
 Millage Group 100C  
 Location Address VACANT LAND, SUGARLOAF KEY  
 Legal Description LT 46 SUGARLOAF TOWNSITE PB3-180 SUGARLOAF KEY OR446-661-662 OR768-1327 OR1137-1297 OR1252-1132 OR1252-1133/34 OR1714-1713/14Q/C  
 (Note: Not to be used on legal documents.)  
 Neighborhood 10051  
 Property Class VACANT INSTITUTIONAL (7000)  
 Subdivision SUGARLOAF TOWNSITE  
 Sec/Twp/Rng 31/66/28  
 Affordable No  
 Housing

**Owner**

[HABITAT FOR HUMANITY OF K W AND LOWER FL KEYS INC](#)  
 PO Box 5873  
 Key West FL 33045

	2022 Working Values	2021 Certified Values	2020 Certified Values	2019 Certified Values
+ Market Improvement Value	\$0	\$0	\$0	\$0
+ Market Misc Value	\$0	\$0	\$0	\$0
+ Market Land Value	\$50	\$50	\$50	\$50
= Just Market Value	\$50	\$50	\$50	\$50
= Total Assessed Value	\$50	\$50	\$50	\$50
- School Exempt Value	(\$50)	(\$50)	(\$50)	(\$50)
= School Taxable Value	\$0	\$0	\$0	\$0

**Land**

Land Use	Number of Units	Unit Type	Frontage	Depth
RESIDENTIAL DRY UNPERMITTED (01DM)	1.00	Lot	0	0

**Sales**

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved
6/1/1990	\$5,000	Warranty Deed		1137	1297	Q - Qualified	Vacant

**View Tax Info**

[View Taxes for this Parcel](#)



**TRIM Notice**

[2022 TRIM Notice \(PDF\)](#)

**2022 Notices Only**

**No data available for the following modules:** Buildings, Yard Items, Permits, Sketches (click to enlarge), Photos.

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

[User Privacy Policy](#)  
[GDPR Privacy Notice](#)



Last Data Upload: 10/6/2022, 4:03:58 AM

Version 2.3.224

AGREEMENT FOR THE PURCHASE OF LANDS

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between

**Habitat for Humanity of Key West and Lower Florida Keys, Inc.**

(hereinafter "Seller(s)"), for themselves, their heirs, executors, administrators, successors and assigns, and the MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY (hereinafter "Land Authority") acting by and through the Executive Director of the LAND AUTHORITY.

WITNESSETH:

1. In consideration of Ten Dollars (\$10.00) in hand, paid by the LAND AUTHORITY, the receipt of which is hereby acknowledged, the Seller(s) agree to sell to the LAND AUTHORITY certain lands upon the terms and conditions hereinafter set forth, and for the price of **\$25,000.00** for all of the lands and other interests, which lands shall include all tenements, hereditaments, together with all water and other rights, easements, appurtenances, and any and all of the Seller's rights in or arising by reason of ownership thereunto belonging, owned by them, situate and lying in the County of Monroe, State of Florida, more particularly described as follows; to-wit:

**Lot 46, Sugarloaf Townsite (PB 3-180)  
Parcel ID# 00167540-000000**

2. The Seller(s) agree that they have full right, power and authority to convey, and that they will convey to the LAND AUTHORITY the fee simple title together with legal and practical access thereto clear, free and unencumbered, except subject to the following easements or reservations:

Existing easements for canals, ditches, flumes, pipelines, railroads, public highways and roads, telephone, telegraph, power transmission lines and public utilities.

The LAND AUTHORITY, at the LAND AUTHORITY'S expense, within the time allowed to deliver evidence of title and to examine same, may have the real property surveyed and certified by a registered Florida surveyor. If the survey discloses encroachments on the real property or that improvements located thereon encroach on setback lines, easements, lands of others, or violate any restrictions, contract covenants, or applicable governmental regulations, the same shall constitute a title defect.

Seller(s) shall convey a marketable title subject only to the aforementioned liens, encumbrances, exceptions or qualification set forth herein. Marketable title shall be determined according to applicable title standards adopted by authority of the Florida Bar and in accordance with law. The LAND AUTHORITY shall have sixty (60) days from the Effective Date in which to examine title. If title is found defective, the LAND AUTHORITY shall, within this specified time period, notify Seller(s) in writing specifying defect(s). If the defect(s) render title unmarketable the Seller(s) will have one hundred twenty (120) days from receipt of notice within which to remove the defect(s). The Seller(s) will use diligent effort to correct defect(s) in title within the time provided therefore, including the bringing of necessary suits, failing which the LAND AUTHORITY shall have the option of either accepting the title as it then is or rescinding the Agreement herein.

3. The Seller(s) further agree not to do, or suffer others to do, any act by which the value or title to said lands may be diminished or encumbered while this Agreement is pending. It is further agreed that any loss or damage occurring prior to the vesting of satisfactory title in the LAND

AUTHORITY by reasons of the unauthorized cutting or removal of products therefrom, or because of fire, shall be borne by the Seller(s); and that, in the event any such loss or damage occurs, the LAND AUTHORITY may, without liability, refuse to accept conveyance of said lands.

4. The Seller(s) further agree that during the period covered by this instrument officers and accredited agents of the LAND AUTHORITY shall have at all reasonable times the unrestricted right and privilege to enter upon said lands for all proper and lawful purposes, including examination of said lands and the resources upon them. The Seller(s) hereby waive their rights to any and all claims against the LAND AUTHORITY, Monroe County, or the State of Florida associated with, or arising from ownership of, said lands and this waiver shall survive closing.
5. The Seller(s) will execute and deliver upon demand of the proper officials and agents of the LAND AUTHORITY a good and sufficient deed of warranty conveying to the LAND AUTHORITY a marketable title to the said lands of such character as to be satisfactory to the legal counsel of the LAND AUTHORITY and said deed shall provide that the use, occupation and operation of the rights-of-way, easements and reservations retained therein, shall be subordinate to and subject to such rules and regulations as may be prescribed by the LAND AUTHORITY governing the use, occupation, protection and administration of lands.
6. In consideration whereof the LAND AUTHORITY agrees that it will purchase all of said lands and other interests at the price of **\$25,000.00**. The LAND AUTHORITY further agrees that, after the preparation, execution, and delivery of the deed, and after the legal counsel of the LAND AUTHORITY shall have approved the title thus vested in the LAND AUTHORITY, it will cause to be paid to the Seller(s) the purchase price. The LAND AUTHORITY shall pay the following expenses associated with the conveyance of the property: deed recording fees, settlement fees, abstract fees, title examination fees, the Buyer's attorney's fees, and title insurance, as well as the prorata share of prepaid real property taxes allocable to the period subsequent to the vesting of title in the LAND AUTHORITY, or the effective date of possession of such real property by the same, whichever is earlier. The Seller(s) shall pay the expenses of documentary stamps to be affixed to the deed and the removal of trash, debris, and structures from the property, if any, and real estate commissions, if any. Full possession of the premises shall pass to the LAND AUTHORITY as of the date payment is made to the Seller(s) subject only to the reservations stated in Section 2 above.
7. It is mutually agreed that an abstract, title insurance policy or other evidence of title to the property herein contracted to be sold, satisfactory to the legal counsel of the LAND AUTHORITY will be obtained by the LAND AUTHORITY at its expense. The Seller(s) expressly agree herein to furnish to the LAND AUTHORITY any documents in Seller(s)'s possession establishing evidence of title including, but not limited to, abstracts, title commitments, title policies and opinions of title.
8. It shall be the obligation of the Seller(s) to pay all taxes and assessments outstanding as liens at the date title vests of record in the LAND AUTHORITY, whether or not such taxes and assessments are then due and payable.
9. It is mutually understood and agreed that notice of acceptance of this Agreement shall be given to the Seller(s) by email to the address provided by the Seller(s) or by mail addressed to the Seller(s) at the following address:

**PO Box 5873  
Key West, FL 33045**

and shall be effective upon date of mailing and shall be binding upon all of the Seller(s) without sending a separate notice to each, except as such obligation may be affected by the provisions of paragraph 6 hereof.

- 10. The property shall be delivered at closing free of any tenant or occupancy whatsoever.
- 11. The Seller(s) shall close any open building permits or code enforcement proceedings prior to closing.
- 12. The effective date of this Agreement (hereinafter "Effective Date") shall be that date when the last one of the Seller(s) and the LAND AUTHORITY has signed this Agreement.
- 13. If the Seller(s) wish to proceed with this transaction, the Seller(s) have until **December 22, 2022** to sign and return this Agreement to the LAND AUTHORITY. This Agreement may be executed in counterparts. Notwithstanding any provision of this Agreement to the contrary, the closing of this transaction is contingent upon approval by the Advisory Committee and Governing Board of the LAND AUTHORITY, failing which the parties acknowledge that each shall be released of all further obligations under this Agreement. In the event this transaction has not closed within one hundred eighty (180) days from the Effective Date, then either party may terminate this Agreement at any time thereafter by providing written notice, in which case the parties acknowledge that each shall be released of all further obligations under this Agreement.

IN WITNESS WHEREOF, the Seller(s) have hereunto signed their names and affixed their respective seals on the day first above written and therefore the Seller(s) for and in consideration of the Ten Dollars (\$10.00) hereinabove acknowledge as received, have and do hereby grant unto the LAND AUTHORITY or its authorized representative, or any other office or agent of the LAND AUTHORITY authorized to purchase said lands, the option and right to enter into this Agreement for Purchase within sixty (60) days from the execution thereof by the Seller(s).

Seller/ **Habitat for Humanity of Key West and Lower Florida Keys, Inc.**  
By: **Terri Hill, President**

Signature	Date	Phone Number	Email Address
-----------	------	--------------	---------------

The MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY, acting by and through its EXECUTIVE DIRECTOR in accordance with Resolution 03-2016, has executed this Agreement on behalf of the MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

(Seal)

MONROE COUNTY COMPREHENSIVE  
PLAN LAND AUTHORITY

\_\_\_\_\_  
Christine Hurley, Executive Director

This page left intentionally blank

---

**AGENDA ITEM WORDING:** Approval of a contract to purchase Tier 1 property for conservation – Parcel BB, Cudjoe Acres on Cudjoe Key near mile marker 21 from Habitat for Humanity of Key West and Lower Florida Keys, Inc. for the price of \$67,200.

---

**ITEM BACKGROUND:** This acquisition is proposed to protect property rights and the natural environment and to reduce the County’s potential liability for takings suits.

The subject property is located at 21491 Asturias Road on the bay side of Cudjoe Key.

Purchase Price and Estimated Closing Costs:

- Purchase Price: \$67,200
- Cost of Appraisal: \$1,206
- Cost of Survey: \$0
- Title Fees & Insurance: \$861.40
- Attorney Fee: \$475
- Recording Fees: \$35.50
- Total Costs: \$69,777.90

Attributes of the Subject Property:

- Parcel ID#: 00115520-002500
- Size: 1.01 acres
- Tier Designation: Tier 1 – Natural Area
- Zoning Designation: Suburban Residential (SR) and Native Area (NA)
- Future Land Use Map Designation: Residential Low (RL) and Residential Conservation (RC).
- Vegetation: Tropical hardwood hammock.
- Acquisition List Qualification: This property qualifies because it is Tier 1.
- Florida Forever Boundary: This property is inside the Florida Forever boundary.
- Transferrable Development Rights (TDRs): 0.505 TDRs
- Cost per TDR: \$133,069
- ROGO Dedication Points: 4 points
- Cost per ROGO Dedication Point: \$16,800

The subject property could potentially be sold to the State of Florida, which would result in some or all of the acquisition costs being reimbursed.

Aerial Photograph of Subject Property  
Parcel BB, Cudjoe Acres  
Cudjoe Key



### Disclaimer

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

By continuing into this site you assert that you have read and agree to the above statement.

### Summary

**Parcel ID** 00115520-002500  
**Account#** 1147109  
**Property ID** 1147109  
**Millage Group** 100C  
**Location Address** 21491 ASTURIAS Rd, CUDJOE KEY  
**Legal Description** 20 66 28 CUDJOE KEY PT LOT 8 PARCEL BB CUDJOE ACRES G69-443/452 OR486-686/690E OR534-932 OR602-753D/C OR808-382D/C OR846-2158 OR1667-2284/87Q/C  
(Note: Not to be used on legal documents.)  
**Neighborhood** 10051  
**Property Class** VACANT INSTITUTIONAL (7000)  
**Subdivision**  
**Sec/Twp/Rng** 20/66/28  
**Affordable Housing** No

### Owner

[HABITAT FOR HUMANITY OF K W AND LOWER FL KEYS INC](#)  
 PO Box 5873  
 Key West FL 33045

### Valuation

	2022 Certified Values	2021 Certified Values	2020 Certified Values	2019 Certified Values
+ Market Improvement Value	\$0	\$0	\$0	\$0
+ Market Misc Value	\$0	\$0	\$0	\$0
+ Market Land Value	\$20,200	\$20,200	\$20,200	\$20,200
= Just Market Value	\$20,200	\$20,200	\$20,200	\$20,200
= Total Assessed Value	\$20,200	\$19,048	\$17,317	\$15,743
- School Exempt Value	(\$20,200)	(\$20,200)	(\$20,200)	(\$20,200)
= School Taxable Value	\$0	\$0	\$0	\$0

### Historical Assessments

Year	Land Value	Building Value	Yard Item Value	Just (Market) Value	Assessed Value	Exempt Value	Taxable Value	Maximum Portability
2021	\$20,200	\$0	\$0	\$20,200	\$19,048	\$20,200	\$0	\$0
2020	\$20,200	\$0	\$0	\$20,200	\$17,317	\$20,200	\$0	\$0
2019	\$20,200	\$0	\$0	\$20,200	\$15,743	\$20,200	\$0	\$0
2018	\$20,200	\$0	\$0	\$20,200	\$14,312	\$20,200	\$0	\$0

The Maximum Portability is an estimate only and should not be relied upon as the actual portability amount. Contact our office to verify the actual portability amount.

### Land

Land Use	Number of Units	Unit Type	Frontage	Depth
NON-AGRICULTURE (990M)	1.01	Acreage	0	0

### View Tax Info

[View Taxes for this Parcel](#)

## Map



## TRIM Notice

[2022 TRIM Notice \(PDF\)](#)

**2022 Notices Only**

**No data available for the following modules:** Buildings, Yard Items, Sales, Permits, Sketches (click to enlarge), Photos.

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

[User Privacy Policy](#)  
[GDPR Privacy Notice](#)

[Last Data Upload: 1/17/2023, 4:32:48 AM](#)

Version 2.3.240

Developed by  
 Schneider  
GEOSPATIAL

AGREEMENT FOR THE PURCHASE OF LANDS

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between

**Habitat for Humanity of Key West and Lower Florida Keys, Inc.**

(hereinafter "Seller(s)"), for themselves, their heirs, executors, administrators, successors and assigns, and the MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY (hereinafter "Land Authority") acting by and through the Executive Director of the LAND AUTHORITY.

WITNESSETH:

1. In consideration of Ten Dollars (\$10.00) in hand, paid by the LAND AUTHORITY, the receipt of which is hereby acknowledged, the Seller(s) agree to sell to the LAND AUTHORITY certain lands upon the terms and conditions hereinafter set forth, and for the price of **\$67,200.00** for all of the lands and other interests, which lands shall include all tenements, hereditaments, together with all water and other rights, easements, appurtenances, and any and all of the Seller's rights in or arising by reason of ownership thereunto belonging, owned by them, situate and lying in the County of Monroe, State of Florida, more particularly described as follows; to-wit:

**Parcel BB, Cudjoe Acres, more particularly described in Exhibit A.  
Parcel ID# 00115520-002500**

2. The Seller(s) agree that they have full right, power and authority to convey, and that they will convey to the LAND AUTHORITY the fee simple title together with legal and practical access thereto clear, free and unencumbered, except subject to the following easements or reservations:

Existing easements for canals, ditches, flumes, pipelines, railroads, public highways and roads, telephone, telegraph, power transmission lines and public utilities.

The LAND AUTHORITY, at the LAND AUTHORITY'S expense, within the time allowed to deliver evidence of title and to examine same, may have the real property surveyed and certified by a registered Florida surveyor. If the survey discloses encroachments on the real property or that improvements located thereon encroach on setback lines, easements, lands of others, or violate any restrictions, contract covenants, or applicable governmental regulations, the same shall constitute a title defect.

Seller(s) shall convey a marketable title subject only to the aforementioned liens, encumbrances, exceptions or qualification set forth herein. Marketable title shall be determined according to applicable title standards adopted by authority of the Florida Bar and in accordance with law. The LAND AUTHORITY shall have sixty (60) days from the Effective Date in which to examine title. If title is found defective, the LAND AUTHORITY shall, within this specified time period, notify Seller(s) in writing specifying defect(s). If the defect(s) render title unmarketable the Seller(s) will have one hundred twenty (120) days from receipt of notice within which to remove the defect(s). The Seller(s) will use diligent effort to correct defect(s) in title within the time provided therefore, including the bringing of necessary suits, failing which the LAND AUTHORITY shall have the option of either accepting the title as it then is or rescinding the Agreement herein.

3. The Seller(s) further agree not to do, or suffer others to do, any act by which the value or title to said lands may be diminished or encumbered while this Agreement is pending. It is further agreed that any loss or damage occurring prior to the vesting of satisfactory title in the LAND

AUTHORITY by reasons of the unauthorized cutting or removal of products therefrom, or because of fire, shall be borne by the Seller(s); and that, in the event any such loss or damage occurs, the LAND AUTHORITY may, without liability, refuse to accept conveyance of said lands.

4. The Seller(s) further agree that during the period covered by this instrument officers and accredited agents of the LAND AUTHORITY shall have at all reasonable times the unrestricted right and privilege to enter upon said lands for all proper and lawful purposes, including examination of said lands and the resources upon them. The Seller(s) hereby waive their rights to any and all claims against the LAND AUTHORITY, Monroe County, or the State of Florida associated with, or arising from ownership of, said lands and this waiver shall survive closing.
5. The Seller(s) will execute and deliver upon demand of the proper officials and agents of the LAND AUTHORITY a good and sufficient deed of warranty conveying to the LAND AUTHORITY a marketable title to the said lands of such character as to be satisfactory to the legal counsel of the LAND AUTHORITY and said deed shall provide that the use, occupation and operation of the rights-of-way, easements and reservations retained therein, shall be subordinate to and subject to such rules and regulations as may be prescribed by the LAND AUTHORITY governing the use, occupation, protection and administration of lands.
6. In consideration whereof the LAND AUTHORITY agrees that it will purchase all of said lands and other interests at the price of **\$67,200.00**. The LAND AUTHORITY further agrees that, after the preparation, execution, and delivery of the deed, and after the legal counsel of the LAND AUTHORITY shall have approved the title thus vested in the LAND AUTHORITY, it will cause to be paid to the Seller(s) the purchase price. The LAND AUTHORITY shall pay the following expenses associated with the conveyance of the property: deed recording fees, settlement fees, abstract fees, title examination fees, the Buyer's attorney's fees, and title insurance, as well as the prorata share of prepaid real property taxes allocable to the period subsequent to the vesting of title in the LAND AUTHORITY, or the effective date of possession of such real property by the same, whichever is earlier. The Seller(s) shall pay the expenses of documentary stamps to be affixed to the deed and the removal of trash, debris, and structures from the property, if any, and real estate commissions, if any. Full possession of the premises shall pass to the LAND AUTHORITY as of the date payment is made to the Seller(s) subject only to the reservations stated in Section 2 above.
7. It is mutually agreed that an abstract, title insurance policy or other evidence of title to the property herein contracted to be sold, satisfactory to the legal counsel of the LAND AUTHORITY will be obtained by the LAND AUTHORITY at its expense. The Seller(s) expressly agree herein to furnish to the LAND AUTHORITY any documents in Seller(s)'s possession establishing evidence of title including, but not limited to, abstracts, title commitments, title policies and opinions of title.
8. It shall be the obligation of the Seller(s) to pay all taxes and assessments outstanding as liens at the date title vests of record in the LAND AUTHORITY, whether or not such taxes and assessments are then due and payable.
9. It is mutually understood and agreed that notice of acceptance of this Agreement shall be given to the Seller(s) by email to the address provided by the Seller(s) or by mail addressed to the Seller(s) at the following address:

**PO Box 5873  
Key West, FL 33045**

and shall be effective upon date of mailing and shall be binding upon all of the Seller(s) without sending a separate notice to each, except as such obligation may be affected by the provisions of paragraph 6 hereof.

- 10. The property shall be delivered at closing free of any tenant or occupancy whatsoever.
- 11. The Seller(s) shall close any open building permits or code enforcement proceedings prior to closing.
- 12. The effective date of this Agreement (hereinafter "Effective Date") shall be that date when the last one of the Seller(s) and the LAND AUTHORITY has signed this Agreement.
- 13. If the Seller(s) wish to proceed with this transaction, the Seller(s) have until **December 22, 2022** to sign and return this Agreement to the LAND AUTHORITY. This Agreement may be executed in counterparts. Notwithstanding any provision of this Agreement to the contrary, the closing of this transaction is contingent upon approval by the Advisory Committee and Governing Board of the LAND AUTHORITY, failing which the parties acknowledge that each shall be released of all further obligations under this Agreement. In the event this transaction has not closed within one hundred eighty (180) days from the Effective Date, then either party may terminate this Agreement at any time thereafter by providing written notice, in which case the parties acknowledge that each shall be released of all further obligations under this Agreement.

IN WITNESS WHEREOF, the Seller(s) have hereunto signed their names and affixed their respective seals on the day first above written and therefore the Seller(s) for and in consideration of the Ten Dollars (\$10.00) hereinabove acknowledge as received, have and do hereby grant unto the LAND AUTHORITY or its authorized representative, or any other office or agent of the LAND AUTHORITY authorized to purchase said lands, the option and right to enter into this Agreement for Purchase within sixty (60) days from the execution thereof by the Seller(s).

Seller/ **Habitat for Humanity of Key West and Lower Florida Keys, Inc.**  
By: **Terri Hill, President**

Signature	Date	Phone Number	Email Address
-----------	------	--------------	---------------

The MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY, acting by and through its EXECUTIVE DIRECTOR in accordance with Resolution 03-2016, has executed this Agreement on behalf of the MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

(Seal)

MONROE COUNTY COMPREHENSIVE  
PLAN LAND AUTHORITY

\_\_\_\_\_  
Christine Hurley, Executive Director

**EXHIBIT A**

**Part Government Lot 8, Parcel BB, Cudjoe Acres, Cudjoe Key  
Section 20, Township 66S, Range 28E, as recorded in OR Book 475 at  
Page 158, of the Public Records of Monroe County, Florida**

This page left intentionally blank

---

**AGENDA ITEM WORDING:** Approval of a contract to purchase Tier 1 property for conservation - Block 17, Lot 10, Rainbow Beach on Big Torch Key near mile marker 27 from Habitat for Humanity of Key West and Lower Florida Keys, Inc. for the price of \$19,000.

---

**ITEM BACKGROUND:** This acquisition is proposed to protect property rights and the natural environment and to reduce the County's potential liability for takings suits.

The subject property fronts an undeveloped platted road near Dorn Road on the bay side of Big Torch Key.

Purchase Price and Estimated Closing Costs:

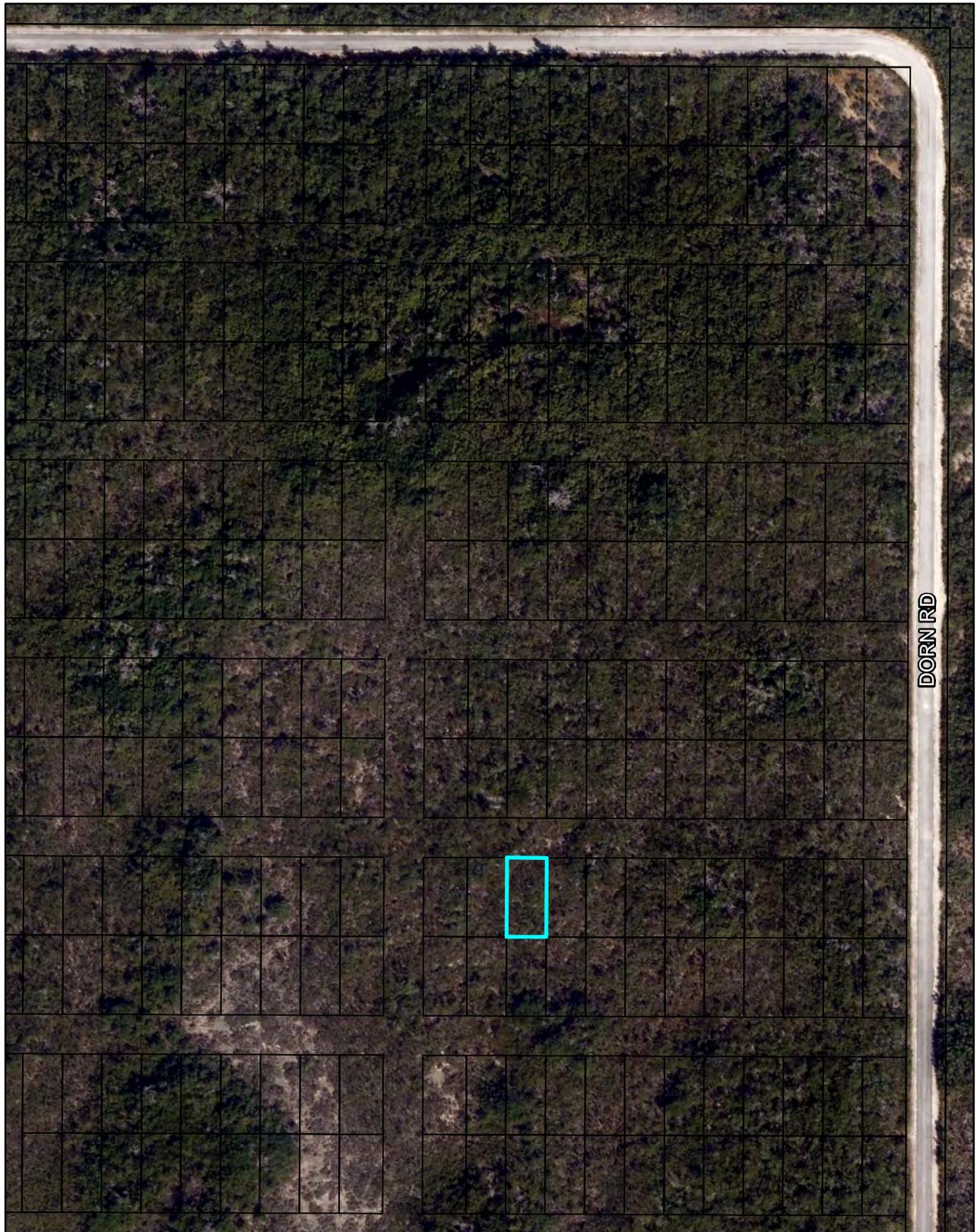
- Purchase Price: \$19,000
- Cost of Appraisal: \$1,206
- Cost of Survey: \$0
- Title Fees & Insurance: \$584.25
- Attorney Fee: \$475
- Recording Fees: \$35.50
- Total Costs: \$21,300.75

Attributes of the Subject Property:

- Parcel ID#: 00238220-000000
- Size: 5,000 square feet
- Tier Designation: Tier 1 – Natural Area
- Zoning Designation: Native Area (NA)
- Future Land Use Map Designation: Residential Commercial (RC)
- Vegetation: Freshwater wetland
- Acquisition List Qualification: This property qualifies because it is Tier 1.
- Florida Forever Boundary: This property is inside the Florida Forever boundary.
- Transferrable Development Rights (TDRs): 0.0275 TDRs
- Cost per TDR: \$690,909
- ROGO Dedication Points: 2 points
- Cost per ROGO Dedication Point: \$9,500

The subject property could potentially be sold to the State of Florida, which would result in some or all of the acquisition costs being reimbursed.

Aerial Photograph of Subject Property  
Block 17, Lot 10, Rainbow Beach  
Big Torch Key





**Disclaimer**

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

By continuing into this site you assert that you have read and agree to the above statement.

**Summary**

Parcel ID 00238220-000000  
 Account# 1305413  
 Property ID 1305413  
 Millage Group 100H  
 Location Address VACANT LAND, BIG TORCH KEY  
 Legal Description BK 17 LT 10 RAINBOW BEACH PB1-164 BIG TORCH KEY OR252-179 OR646-271D/C OR2003-868/869Q/C  
 (Note: Not to be used on legal documents.)  
 Neighborhood 10051  
 Property Class VACANT INSTITUTIONAL (7000)  
 Subdivision RAINBOW BEACH  
 Sec/Twp/Rng 02/66/28  
 Affordable Housing No

**Owner**

[HABITAT FOR HUMANITY OF K W AND LOWER FL KEYS INC](#)  
 PO Box 5873  
 Key West FL 33045

	2022 Working Values	2021 Certified Values	2020 Certified Values	2019 Certified Values
+ Market Improvement Value	\$0	\$0	\$0	\$0
+ Market Misc Value	\$0	\$0	\$0	\$0
+ Market Land Value	\$50	\$50	\$50	\$50
= Just Market Value	\$50	\$50	\$50	\$50
= Total Assessed Value	\$48	\$44	\$40	\$37
- School Exempt Value	(\$50)	(\$50)	(\$50)	(\$50)
= School Taxable Value	\$0	\$0	\$0	\$0

**Land**

Land Use	Number of Units	Unit Type	Frontage	Depth
ENVIRONMENTALLY SENS (000X)	1.00	Lot	0	0

**View Tax Info**

[View Taxes for this Parcel](#)



### TRIM Notice

2022 TRIM Notice (PDF)

#### 2022 Notices Only

No data available for the following modules: Buildings, Yard Items, Sales, Permits, Sketches (click to enlarge), Photos.

The Monroe County Property Appraiser's office maintains data on property within the County solely for the purpose of fulfilling its responsibility to secure a just valuation for ad valorem tax purposes of all property within the County. The Monroe County Property Appraiser's office cannot guarantee its accuracy for any other purpose. Likewise, data provided regarding one tax year may not be applicable in prior or subsequent years. By requesting such data, you hereby understand and agree that the [User Privacy Policy](#) and [GDPR Privacy Notice](#)



Last Data Upload: [10/6/2022, 4:03:58 AM](#)

Version 2.3.224

AGREEMENT FOR THE PURCHASE OF LANDS

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between

**Habitat for Humanity of Key West and Lower Florida Keys, Inc.**

(hereinafter "Seller(s)"), for themselves, their heirs, executors, administrators, successors and assigns, and the MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY (hereinafter "Land Authority") acting by and through the Executive Director of the LAND AUTHORITY.

WITNESSETH:

1. In consideration of Ten Dollars (\$10.00) in hand, paid by the LAND AUTHORITY, the receipt of which is hereby acknowledged, the Seller(s) agree to sell to the LAND AUTHORITY certain lands upon the terms and conditions hereinafter set forth, and for the price of **\$19,000.00** for all of the lands and other interests, which lands shall include all tenements, hereditaments, together with all water and other rights, easements, appurtenances, and any and all of the Seller's rights in or arising by reason of ownership thereunto belonging, owned by them, situate and lying in the County of Monroe, State of Florida, more particularly described as follows; to-wit:

**Block 17, Lot 10, Rainbow Beach (PB 1-164)  
Parcel ID# 00238220-000000**

2. The Seller(s) agree that they have full right, power and authority to convey, and that they will convey to the LAND AUTHORITY the fee simple title together with legal and practical access thereto clear, free and unencumbered, except subject to the following easements or reservations:

Existing easements for canals, ditches, flumes, pipelines, railroads, public highways and roads, telephone, telegraph, power transmission lines and public utilities.

The LAND AUTHORITY, at the LAND AUTHORITY'S expense, within the time allowed to deliver evidence of title and to examine same, may have the real property surveyed and certified by a registered Florida surveyor. If the survey discloses encroachments on the real property or that improvements located thereon encroach on setback lines, easements, lands of others, or violate any restrictions, contract covenants, or applicable governmental regulations, the same shall constitute a title defect.

Seller(s) shall convey a marketable title subject only to the aforementioned liens, encumbrances, exceptions or qualification set forth herein. Marketable title shall be determined according to applicable title standards adopted by authority of the Florida Bar and in accordance with law. The LAND AUTHORITY shall have sixty (60) days from the Effective Date in which to examine title. If title is found defective, the LAND AUTHORITY shall, within this specified time period, notify Seller(s) in writing specifying defect(s). If the defect(s) render title unmarketable the Seller(s) will have one hundred twenty (120) days from receipt of notice within which to remove the defect(s). The Seller(s) will use diligent effort to correct defect(s) in title within the time provided therefore, including the bringing of necessary suits, failing which the LAND AUTHORITY shall have the option of either accepting the title as it then is or rescinding the Agreement herein.

3. The Seller(s) further agree not to do, or suffer others to do, any act by which the value or title to said lands may be diminished or encumbered while this Agreement is pending. It is further agreed that any loss or damage occurring prior to the vesting of satisfactory title in the LAND

AUTHORITY by reasons of the unauthorized cutting or removal of products therefrom, or because of fire, shall be borne by the Seller(s); and that, in the event any such loss or damage occurs, the LAND AUTHORITY may, without liability, refuse to accept conveyance of said lands.

4. The Seller(s) further agree that during the period covered by this instrument officers and accredited agents of the LAND AUTHORITY shall have at all reasonable times the unrestricted right and privilege to enter upon said lands for all proper and lawful purposes, including examination of said lands and the resources upon them. The Seller(s) hereby waive their rights to any and all claims against the LAND AUTHORITY, Monroe County, or the State of Florida associated with, or arising from ownership of, said lands and this waiver shall survive closing.
5. The Seller(s) will execute and deliver upon demand of the proper officials and agents of the LAND AUTHORITY a good and sufficient deed of warranty conveying to the LAND AUTHORITY a marketable title to the said lands of such character as to be satisfactory to the legal counsel of the LAND AUTHORITY and said deed shall provide that the use, occupation and operation of the rights-of-way, easements and reservations retained therein, shall be subordinate to and subject to such rules and regulations as may be prescribed by the LAND AUTHORITY governing the use, occupation, protection and administration of lands.
6. In consideration whereof the LAND AUTHORITY agrees that it will purchase all of said lands and other interests at the price of **\$19,000.00**. The LAND AUTHORITY further agrees that, after the preparation, execution, and delivery of the deed, and after the legal counsel of the LAND AUTHORITY shall have approved the title thus vested in the LAND AUTHORITY, it will cause to be paid to the Seller(s) the purchase price. The LAND AUTHORITY shall pay the following expenses associated with the conveyance of the property: deed recording fees, settlement fees, abstract fees, title examination fees, the Buyer's attorney's fees, and title insurance, as well as the prorata share of prepaid real property taxes allocable to the period subsequent to the vesting of title in the LAND AUTHORITY, or the effective date of possession of such real property by the same, whichever is earlier. The Seller(s) shall pay the expenses of documentary stamps to be affixed to the deed and the removal of trash, debris, and structures from the property, if any, and real estate commissions, if any. Full possession of the premises shall pass to the LAND AUTHORITY as of the date payment is made to the Seller(s) subject only to the reservations stated in Section 2 above.
7. It is mutually agreed that an abstract, title insurance policy or other evidence of title to the property herein contracted to be sold, satisfactory to the legal counsel of the LAND AUTHORITY will be obtained by the LAND AUTHORITY at its expense. The Seller(s) expressly agree herein to furnish to the LAND AUTHORITY any documents in Seller(s)'s possession establishing evidence of title including, but not limited to, abstracts, title commitments, title policies and opinions of title.
8. It shall be the obligation of the Seller(s) to pay all taxes and assessments outstanding as liens at the date title vests of record in the LAND AUTHORITY, whether or not such taxes and assessments are then due and payable.
9. It is mutually understood and agreed that notice of acceptance of this Agreement shall be given to the Seller(s) by email to the address provided by the Seller(s) or by mail addressed to the Seller(s) at the following address:

**PO Box 5873  
Key West, FL 33045**

and shall be effective upon date of mailing and shall be binding upon all of the Seller(s) without sending a separate notice to each, except as such obligation may be affected by the provisions of paragraph 6 hereof.

- 10. The property shall be delivered at closing free of any tenant or occupancy whatsoever.
- 11. The Seller(s) shall close any open building permits or code enforcement proceedings prior to closing.
- 12. The effective date of this Agreement (hereinafter "Effective Date") shall be that date when the last one of the Seller(s) and the LAND AUTHORITY has signed this Agreement.
- 13. If the Seller(s) wish to proceed with this transaction, the Seller(s) have until **December 22, 2022** to sign and return this Agreement to the LAND AUTHORITY. This Agreement may be executed in counterparts. Notwithstanding any provision of this Agreement to the contrary, the closing of this transaction is contingent upon approval by the Advisory Committee and Governing Board of the LAND AUTHORITY, failing which the parties acknowledge that each shall be released of all further obligations under this Agreement. In the event this transaction has not closed within one hundred eighty (180) days from the Effective Date, then either party may terminate this Agreement at any time thereafter by providing written notice, in which case the parties acknowledge that each shall be released of all further obligations under this Agreement.

IN WITNESS WHEREOF, the Seller(s) have hereunto signed their names and affixed their respective seals on the day first above written and therefore the Seller(s) for and in consideration of the Ten Dollars (\$10.00) hereinabove acknowledge as received, have and do hereby grant unto the LAND AUTHORITY or its authorized representative, or any other office or agent of the LAND AUTHORITY authorized to purchase said lands, the option and right to enter into this Agreement for Purchase within sixty (60) days from the execution thereof by the Seller(s).

Seller/ **Habitat for Humanity of Key West and Lower Florida Keys, Inc.**  
By: **Terri Hill, President**

Signature	Date	Phone Number	Email Address
-----------	------	--------------	---------------

The MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY, acting by and through its EXECUTIVE DIRECTOR in accordance with Resolution 03-2016, has executed this Agreement on behalf of the MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

(Seal)

MONROE COUNTY COMPREHENSIVE  
PLAN LAND AUTHORITY

\_\_\_\_\_  
Christine Hurley, Executive Director

This page left intentionally blank

---

**AGENDA ITEM WORDING:** Approval of a contract to purchase Tier 1 property for conservation – Lot 14 in Government Lot 3, Plat of Survey (OR 407-695) on Sugarloaf Key near mile marker 19 from Carrie Gil for the price of \$94,000.

---

**ITEM BACKGROUND:** This acquisition is proposed to protect property rights and the natural environment and to reduce the County’s potential liability for takings suits.

The subject property fronts an unnamed easement on the bay side of Sugarloaf Key.

Purchase Price and Estimated Closing Costs:

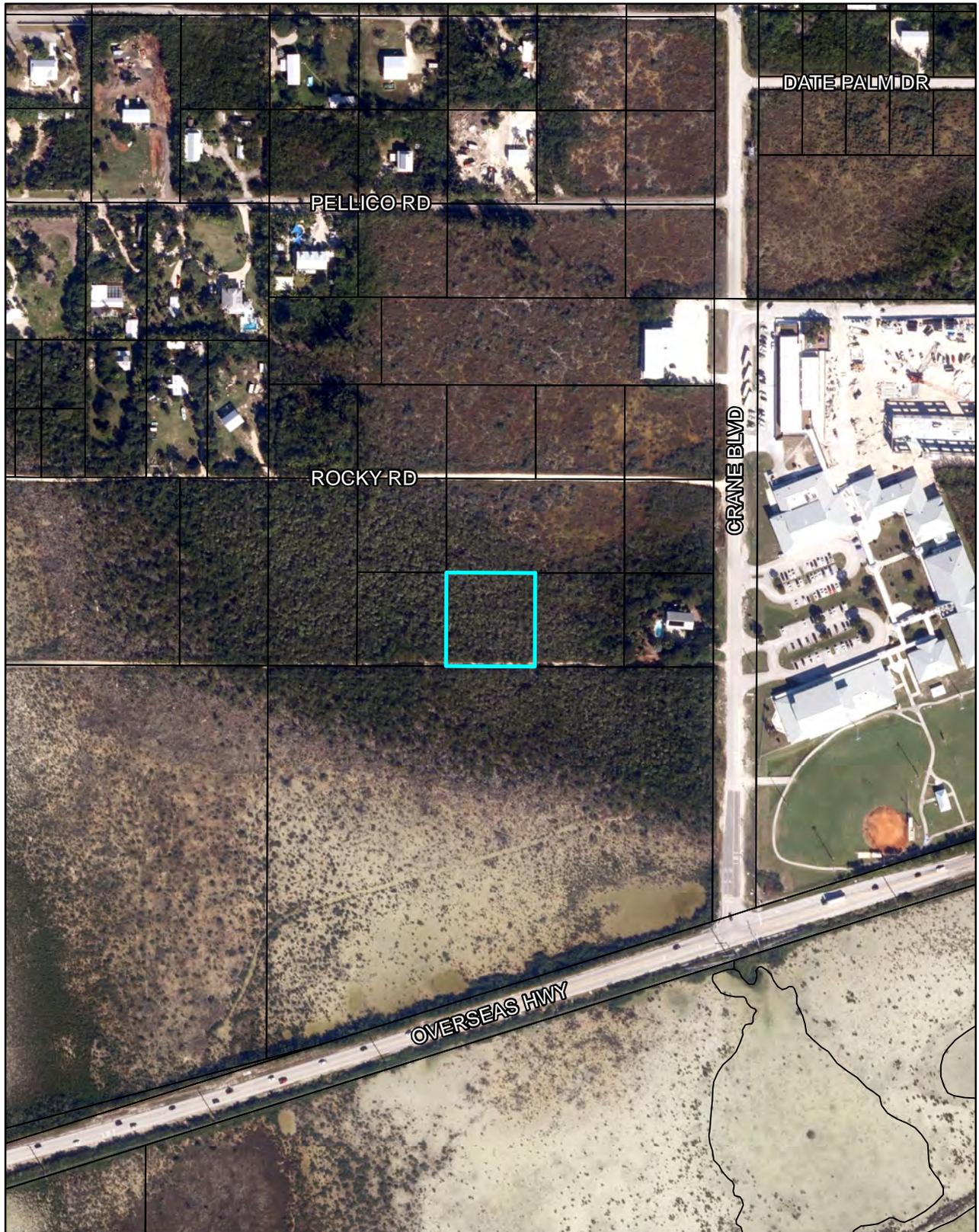
- Purchase Price: \$94,000
- Cost of Appraisal: \$750
- Cost of Survey: \$0
- Title Fees & Insurance: \$1,015.50
- Attorney Fee: \$475
- Recording Fees: \$35.50
- Total Costs: \$96,276.00

Attributes of the Subject Property:

- Parcel ID#: 00118070-000300
- Size: 1.01 acre
- Tier Designation: Tier 1 – Natural Area
- Zoning Designation: Native Area (NA) and Suburban Residential Limited (SR-L)
- Future Land Use Map Designation: Residential Conservation (RC) and Residential Low (RL)
- Vegetation: Tropical hardwood hammock
- Acquisition List Qualification: This property qualifies because it is Tier 1.
- Florida Forever Boundary: This property is inside the Florida Forever boundary.
- Transferrable Development Rights (TDRs): 0.455 TDRs
- Cost per TDR: \$206,593
- ROGO Dedication Points: 4 points
- Cost per ROGO Dedication Point: \$23,500

The subject property could potentially be sold to the State of Florida, which would result in some or all of the acquisition costs being reimbursed.

**Aerial Photograph of Subject Property**  
**Lot 14 in Government Lot 3, Plat of Survey (OR 407-695)**  
**Sugarloaf Key**



00000000 Vacant Land, Sugarloaf Key, FL 33042

602167 Vacant Land Active \$105,000

Provided as a courtesy of  
**Florida Keys MLS, Inc.**  
Monroe County - Key Largo to Key West  
Florida Keys, FL  
MLKAR - (305) 743-2485  
KWAR - (305) 296-8259  
FKBOR - (305) 852-9294  
[fkmls@terranova.net](mailto:fkmls@terranova.net)



**Listing Board:** Florida Keys      **ROGO Exempt:**      **Limitd Reprntation:** No  
**As is Rght to Inspct:**      **Potential Short Sale:** No      **Bank Owned:** No  
**Species List:**

**Off Shore Island:**      **Tier:**      **County:** Monroe  
**Subdivision:** Sugarloaf Acres (19.5)      **Mile Marker:** 19.50      **Area:** 06 - Bay Point to Sugarloaf Bay/Gulf  
**KW Neighborhood:**      **Marathon Neighborhood:** N/A      **Side:**  
**Flood Zone:** AE      **Alternate Key #:** 1151343      **Add'l Parcel #1:**  
**Add'l Parcel #2:**      **Parcel #:** 00118070-000300      **Zoning:** CD - Conservation District  
**Deed Restrictions:** Unknown      **Taxes:** 35.89      **Tax Year:** 2021

**Waterfront:** No      **Control Depth:** 0      **Lot Dimensions:**  
**Lot SqFt:** 43,995      **Total Lots:**      **Survey Available:**  
**Vegetation Survey:**      **Wtr Mn Inquiry File:**

**Remarks – Consumer:** This is NOT a buildable lot. ROGO lot, over an acre, with 4 dedication points. Dedication Letter from County in file. Buyer to verify points and dedication process with County.

**Sold Comments:**      **Sold Remarks:**

**Next Open House:**

**Directions:** The road does not have a name. It is located across from Sugarloaf Elementary School  
**Legal:** SUGARLOAF KEY PT GOV LOT 3 (LOT 14) OR537-412 OR2151-81/82 OR3073-1112

<b>Assoc/Misc Info:</b> Mandatory Home Owners Asc: No; 1st Right of Refusal: No <b>Miscellaneous Info:</b> Mobile Home Lot: No <b>Tax Exemptions:</b> None <b>Waterfront:</b> None	<b>Dockage:</b> None <b>Waterview:</b> No Waterview <b>Location/Site:</b> Wooded Lot <b>Terms:</b> No Seller Finance	<b>Title:</b> Title Ins - Buyer <b>Show:</b> No Sign on Property <b>Financial Status:</b> Bank Owned: No; Potential Short Sale: No
--	---	--

**Next Open House:**

**Days On Market:** 98      **List Price:** 105,000      **Contingent:** None

**LO:** Coastal Realty of the Florida Keys; (305)664-0077;  
[sales@CoastalFloridaKeys.com](mailto:sales@CoastalFloridaKeys.com)

Information is deemed to be reliable, but is not guaranteed. © 2022 MLS and FBS. Prepared by Florida Keys MLS, Inc. on Wednesday, November 16, 2022 8:51 AM. The information on this sheet has been made available by the MLS and may not be the listing of the provider. The data relating to real estate for sale on this web site comes in part from the Florida Keys MLS, Inc. Information provided is deemed reliable but not guaranteed. All properties are subject to prior sale, change or withdrawal. The information being provided is for consumers' personal, non-commercial use and may not be used for any purpose other than to identify prospective properties consumers may be interested in purchasing. IDX data is deemed reliable but is not guaranteed accurate by the MLS.

The listing broker's offer of compensation is made only to participants of the MLS where the listing is filed.

00000000 Vacant Land, Sugarloaf Key, FL 33042		602167 Vacant Land Contingent/Show \$125,000	
<p><i>Provided as a courtesy of</i>  <b>Florida Keys MLS, Inc.</b>                  Monroe County - Key Largo to Key West                  Florida Keys, FL                  MLKAR - (305) 743-2485                  KWAR - (305) 296-8259                  FKBOR - (305) 852-9294  <a href="mailto:fkmls@terranova.net">fkmls@terranova.net</a></p>			
<b>Listing Board:</b>	Florida Keys	<b>ROGO Exempt:</b>	No
<b>As is Rght to Inspct:</b>		<b>Potential Short Sale:</b>	No
<b>Species List:</b>		<b>Limitd Reprntation:</b>	No
<b>Bank Owned:</b>		<b>Bank Owned:</b>	No
<b>Off Shore Island:</b>		<b>Tier:</b>	
<b>Subdivision:</b>	Sugarloaf Acres (19.5)	<b>Mile Marker:</b>	19.50
<b>KW Neighborhood:</b>		<b>Marathon Neighborhood:</b>	N/A
<b>Flood Zone:</b>	AE	<b>Alternate Key #:</b>	1151343
<b>Add'l Parcel #2:</b>		<b>Parcel #:</b>	00118070-000300
<b>Deed Restrictions:</b>	Unknown	<b>Taxes:</b>	35.89
<b>County:</b>		<b>Area:</b>	Monroe 06 - Bay Point to Sugarloaf Bay/Gulf
<b>Waterfront:</b>	No	<b>Control Depth:</b>	0
<b>Lot SqFt:</b>	43,995	<b>Total Lots:</b>	
<b>Vegetation Survey:</b>		<b>Wtr Mn Inquiry File:</b>	
<b>Side:</b>		<b>Add'l Parcel #1:</b>	
<b>Zoning:</b>		<b>Zoning:</b>	CD - Conservation District 2021
<b>Tax Year:</b>		<b>Tax Year:</b>	2021
<b>Lot Dimensions:</b>			
<b>Survey Available:</b>			
<b>Remarks – Consumer:</b> This is NOT a buildable lot. ROGO lot, over an acre, with 4 dedication points. Dedication Letter from County in file. Buyer to verify points and dedication process with County.			
<b>Sold Comments:</b>		<b>Sold Remarks:</b>	
<b>Directions:</b> The road does not have a name. It is located across from Sugarloaf Elementary School			
<b>Legal:</b> SUGARLOAF KEY PT GOV LOT 3 (LOT 14) OR537-412 OR2151-81/82 OR3073-1112			
<b>Assoc/Misc Info:</b> Mandatory Home Owners Asc: No; 1st Right of Refusal: No		<b>Dockage:</b> None	
<b>Miscellaneous Info:</b> Mobile Home Lot: No		<b>Waterview:</b> No Waterview	
<b>Tax Exemptions:</b> None		<b>Location/Site:</b> Wooded Lot	
<b>Waterfront:</b> None		<b>Terms:</b> No Seller Finance	
<b>Title:</b> Title Ins - Buyer		<b>Show:</b> No Sign on Property	
		<b>Financial Status:</b> Bank Owned: No; Potential Short Sale: No	
<b>Days On Market:</b>	28	<b>List Price:</b>	125,000
		<b>Contingent:</b>	Contingent/Show
<b>LO:</b> Coastal Realty of the Florida Keys; (305)664-0077; sales@CoastalFloridaKeys.com			

Information is deemed to be reliable, but is not guaranteed. © 2022 MLS and FBS. Prepared by Florida Keys MLS, Inc. on Wednesday, September 07, 2022 10:45 AM. The information on this sheet has been made available by the MLS and may not be the listing of the provider. The data relating to real estate for sale on this web site comes in part from the Florida Keys MLS, Inc. Information provided is deemed reliable but not guaranteed. All properties are subject to prior sale, change or withdrawal. The information being provided is for consumers' personal, non-commercial use and may not be used for any purpose other than to identify prospective properties consumers may be interested in purchasing. IDX data is deemed reliable but is not guaranteed accurate by the MLS.

The listing broker's offer of compensation is made only to participants of the MLS where the listing is filed.



**Disclaimer**

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

By continuing into this site you assert that you have read and agree to the above statement.

**Summary**

Parcel ID 00118070-000300  
 Account# 1151343  
 Property ID 1151343  
 Millage Group 100C  
 Location Address VACANT LAND, SUGARLOAF KEY  
 Legal Description SUGARLOAF KEY PT GOV LOT 3 (LOT 14) OR537-412 OR2151-81/82 OR3073-1112  
 (Note: Not to be used on legal documents.)  
 Neighborhood 340  
 Property Class VACANT RES (0000)  
 Subdivision  
 Sec/Twp/Rng 36/66/27  
 Affordable Housing No

**Owner**

GIL CARRIE  
 134 SE 29th St  
 Cape Coral FL 33904

**Valuation**

	2022 Certified Values	2021 Certified Values	2020 Certified Values	2019 Certified Values
+ Market Improvement Value	\$0	\$0	\$0	\$0
+ Market Misc Value	\$0	\$0	\$0	\$0
+ Market Land Value	\$11,615	\$4,088	\$4,088	\$4,088
= Just Market Value	\$11,615	\$4,088	\$4,088	\$4,088
= Total Assessed Value	\$11,615	\$3,850	\$3,500	\$3,182
- School Exempt Value	\$0	\$0	\$0	\$0
= School Taxable Value	\$11,615	\$4,088	\$4,088	\$4,088

**Historical Assessments**

Year	Land Value	Building Value	Yard Item Value	Just (Market) Value	Assessed Value	Exempt Value	Taxable Value	Maximum Portability
2021	\$4,088	\$0	\$0	\$4,088	\$3,850	\$0	\$4,088	\$0
2020	\$4,088	\$0	\$0	\$4,088	\$3,500	\$0	\$4,088	\$0
2019	\$4,088	\$0	\$0	\$4,088	\$3,182	\$0	\$4,088	\$0
2018	\$4,088	\$0	\$0	\$4,088	\$2,893	\$0	\$4,088	\$0

The Maximum Portability is an estimate only and should not be relied upon as the actual portability amount. Contact our office to verify the actual portability amount.

**Land**

Land Use	Number of Units	Unit Type	Frontage	Depth
HARDWOOD HAMMOCK UNPERMITTED (01HHM)	1.01	Acreage	0	0

**Sales**

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved	Grantor	Grantee
1/13/2021	\$100	Quit Claim Deed	2302479	3073	1112	30 - Unqualified	Vacant		
2/1/1973	\$1,500	Conversion Code		537	412	M - Unqualified	Vacant		

**View Tax Info**

[View Taxes for this Parcel](#)

Map



TRIM Notice

2022 TRIM Notice (PDF)

2022 Notices Only

No data available for the following modules: Buildings, Yard Items, Permits, Sketches (click to enlarge), Photos.

The Monroe County Property Appraiser's office maintains data on property within the County solely for the purpose of fulfilling its responsibility to secure a just valuation for ad valorem tax purposes of all property within the County. The Monroe County Property Appraiser's office cannot guarantee its accuracy for any other purpose. Likewise, data provided regarding one tax year may not be applicable in prior or subsequent years. By requesting such data, you hereby understand and agree that the [User Privacy Policy](#) [GDPR Privacy Notice](#)



Last Data Upload: [1/17/2023, 4:32:48 AM](#)

Version 2.3.240

AGREEMENT FOR THE PURCHASE OF LANDS

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between

**Carrie Gil**

(hereinafter "Seller(s)"), for themselves, their heirs, executors, administrators, successors and assigns, and the MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY (hereinafter "Land Authority") acting by and through the Executive Director of the LAND AUTHORITY.

WITNESSETH:

1. In consideration of Ten Dollars (\$10.00) in hand, paid by the LAND AUTHORITY, the receipt of which is hereby acknowledged, the Seller(s) agree to sell to the LAND AUTHORITY certain lands upon the terms and conditions hereinafter set forth, and for the price of **\$94,000.00** for all of the lands and other interests, which lands shall include all tenements, hereditaments, together with all water and other rights, easements, appurtenances, and any and all of the Seller's rights in or arising by reason of ownership thereunto belonging, owned by them, situate and lying in the County of Monroe, State of Florida, more particularly described as follows; to-wit:

**Lot 14 in Government Lot 3, Plat of Survey (OR 407-695)  
Parcel ID# 00118070-000300**

2. The Seller(s) agree that they have full right, power and authority to convey, and that they will convey to the LAND AUTHORITY the fee simple title together with legal and practical access thereto clear, free and unencumbered, except subject to the following easements or reservations:

Existing easements for canals, ditches, flumes, pipelines, railroads, public highways and roads, telephone, telegraph, power transmission lines and public utilities.

The LAND AUTHORITY, at the LAND AUTHORITY'S expense, within the time allowed to deliver evidence of title and to examine same, may have the real property surveyed and certified by a registered Florida surveyor. If the survey discloses encroachments on the real property or that improvements located thereon encroach on setback lines, easements, lands of others, or violate any restrictions, contract covenants, or applicable governmental regulations, the same shall constitute a title defect.

Seller(s) shall convey a marketable title subject only to the aforementioned liens, encumbrances, exceptions or qualification set forth herein. Marketable title shall be determined according to applicable title standards adopted by authority of the Florida Bar and in accordance with law. The LAND AUTHORITY shall have sixty (60) days from the Effective Date in which to examine title. If title is found defective, the LAND AUTHORITY shall, within this specified time period, notify Seller(s) in writing specifying defect(s). If the defect(s) render title unmarketable the Seller(s) will have one hundred twenty (120) days from receipt of notice within which to remove the defect(s). The Seller(s) will use diligent effort to correct defect(s) in title within the time provided therefore, including the bringing of necessary suits, failing which the LAND AUTHORITY shall have the option of either accepting the title as it then is or rescinding the Agreement herein.

3. The Seller(s) further agree not to do, or suffer others to do, any act by which the value or title to said lands may be diminished or encumbered while this Agreement is pending. It is further agreed that any loss or damage occurring prior to the vesting of satisfactory title in the LAND

AUTHORITY by reasons of the unauthorized cutting or removal of products therefrom, or because of fire, shall be borne by the Seller(s); and that, in the event any such loss or damage occurs, the LAND AUTHORITY may, without liability, refuse to accept conveyance of said lands.

4. The Seller(s) further agree that during the period covered by this instrument officers and accredited agents of the LAND AUTHORITY shall have at all reasonable times the unrestricted right and privilege to enter upon said lands for all proper and lawful purposes, including examination of said lands and the resources upon them. The Seller(s) hereby waive their rights to any and all claims against the LAND AUTHORITY, Monroe County, or the State of Florida associated with, or arising from ownership of, said lands and this waiver shall survive closing.
5. The Seller(s) will execute and deliver upon demand of the proper officials and agents of the LAND AUTHORITY a good and sufficient deed of warranty conveying to the LAND AUTHORITY a marketable title to the said lands of such character as to be satisfactory to the legal counsel of the LAND AUTHORITY and said deed shall provide that the use, occupation and operation of the rights-of-way, easements and reservations retained therein, shall be subordinate to and subject to such rules and regulations as may be prescribed by the LAND AUTHORITY governing the use, occupation, protection and administration of lands.
6. In consideration whereof the LAND AUTHORITY agrees that it will purchase all of said lands and other interests at the price of **\$94,000.00**. The LAND AUTHORITY further agrees that, after the preparation, execution, and delivery of the deed, and after the legal counsel of the LAND AUTHORITY shall have approved the title thus vested in the LAND AUTHORITY, it will cause to be paid to the Seller(s) the purchase price. The LAND AUTHORITY shall pay the following expenses associated with the conveyance of the property: deed recording fees, settlement fees, abstract fees, title examination fees, the Buyer's attorney's fees, and title insurance, as well as the prorata share of prepaid real property taxes allocable to the period subsequent to the vesting of title in the LAND AUTHORITY, or the effective date of possession of such real property by the same, whichever is earlier. The Seller(s) shall pay the expenses of documentary stamps to be affixed to the deed and the removal of trash, debris, and structures from the property, if any, and real estate commissions, if any. Full possession of the premises shall pass to the LAND AUTHORITY as of the date payment is made to the Seller(s) subject only to the reservations stated in Section 2 above.
7. It is mutually agreed that an abstract, title insurance policy or other evidence of title to the property herein contracted to be sold, satisfactory to the legal counsel of the LAND AUTHORITY will be obtained by the LAND AUTHORITY at its expense. The Seller(s) expressly agree herein to furnish to the LAND AUTHORITY any documents in Seller(s)'s possession establishing evidence of title including, but not limited to, abstracts, title commitments, title policies and opinions of title.
8. It shall be the obligation of the Seller(s) to pay all taxes and assessments outstanding as liens at the date title vests of record in the LAND AUTHORITY, whether or not such taxes and assessments are then due and payable.
9. It is mutually understood and agreed that notice of acceptance of this Agreement shall be given to the Seller(s) by email to the address provided by the Seller(s) or by mail addressed to the Seller(s) at the following address:

**134 SE 29th Street  
Cape Coral, FL 33904**

**with a copy to:**

**Claire Johnson  
Coastal Realty of the Keys  
flkeysclaire@gmail.com**

and shall be effective upon date of mailing and shall be binding upon all of the Seller(s) without sending a separate notice to each, except as such obligation may be affected by the provisions of paragraph 6 hereof.

- 10. The property shall be delivered at closing free of any tenant or occupancy whatsoever.
- 11. The Seller(s) shall close any open building permits or code enforcement proceedings prior to closing.
- 12. The effective date of this Agreement (hereinafter "Effective Date") shall be that date when the last one of the Seller(s) and the LAND AUTHORITY has signed this Agreement.
- 13. If the Seller(s) wish to proceed with this transaction, the Seller(s) have until **January 13, 2023** to sign and return this Agreement to the LAND AUTHORITY. This Agreement may be executed in counterparts. Notwithstanding any provision of this Agreement to the contrary, the closing of this transaction is contingent upon approval by the Advisory Committee and Governing Board of the LAND AUTHORITY, failing which the parties acknowledge that each shall be released of all further obligations under this Agreement. In the event this transaction has not closed within one hundred eighty (180) days from the Effective Date, then either party may terminate this Agreement at any time thereafter by providing written notice, in which case the parties acknowledge that each shall be released of all further obligations under this Agreement.

IN WITNESS WHEREOF, the Seller(s) have hereunto signed their names and affixed their respective seals on the day first above written and therefore the Seller(s) for and in consideration of the Ten Dollars (\$10.00) hereinabove acknowledge as received, have and do hereby grant unto the LAND AUTHORITY or its authorized representative, or any other office or agent of the LAND AUTHORITY authorized to purchase said lands, the option and right to enter into this Agreement for Purchase within sixty (60) days from the execution thereof by the Seller(s).

Seller/ **Carrie Gil**

Signature	Date	Phone Number	Email Address
-----------	------	--------------	---------------

The MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY, acting by and through its EXECUTIVE DIRECTOR in accordance with Resolution 03-2016, has executed this Agreement on behalf of the MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

MONROE COUNTY COMPREHENSIVE  
PLAN LAND AUTHORITY

(Seal)

\_\_\_\_\_  
Christine Hurley, Executive Director

This page left intentionally blank

---

**AGENDA ITEM WORDING:** Approval of a resolution approving an option agreement to sell pre-acquired Florida Forever land described as Lots 39 and 40, Block 25, Amended Plat of Key Largo Park on Key Largo to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida for the price of \$90,000; authorizing the Chairman to execute same; and authorizing the Chairman to execute the deed and associated closing documents.

---

**ITEM BACKGROUND:** This resolution authorizes the Land Authority to sell pre-acquired property to the State of Florida in order to leverage Land Authority funds and assist the State in acquiring Florida Forever land in the Keys.

The subject property consists of two adjoining lots totaling 7,612 square feet on the corner of Florida Drive and Overseas Highway on the bay side of Key Largo near mile marker 100.

The Land Authority is serving as a local partner with the Florida Department of Environmental Protection and pre-acquired the subject property at a price of \$90,000.

The proposed resolution authorizes the Land Authority to sell the subject property to the State for a price of \$90,000, which is 100% of the purchase price the Land Authority paid.

Estimated Net Proceeds of this Sale to the State:

- Sales Price: \$90,000
- Attorney Fee: \$475
- Recording Fees: \$100
- Net Proceeds: \$89,425

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY APPROVING AN OPTION AGREEMENT TO SELL PRE-ACQUIRED FLORIDA FOREVER LAND DESCRIBED AS LOTS 39 AND 40, BLOCK 25, AMENDED PLAT OF KEY LARGO PARK ON KEY LARGO TO THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA FOR THE PRICE OF \$90,000; AUTHORIZING THE CHAIRMAN TO EXECUTE SAME; AND AUTHORIZING THE CHAIRMAN TO EXECUTE THE DEED AND ASSOCIATED CLOSING DOCUMENTS.

---

WHEREAS, the Monroe County Comprehensive Plan Land Authority (hereinafter "Land Authority") serves as a local partner with the State of Florida to assist the State in acquiring Florida Forever lands in the Florida Keys; and

WHEREAS, the Florida Department of Environmental Protection has transmitted to the Land Authority the Option Agreement for Sale and Purchase in Attachment "A" (hereinafter "Option Agreement") whereby the Florida Governor and Cabinet, sitting as the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, would purchase pre-acquired Florida Forever land from the Land Authority described as Lots 39 and 40, Block 25, Amended Plat of Key Largo Park on Key Largo; and

WHEREAS, on January 25, 2022, the Land Authority Advisory Committee voted x/x to recommend \_\_\_\_\_ of this resolution; NOW, THEREFORE,

BE IT RESOLVED BY THE MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY:

Section 1. The Option Agreement for Sale and Purchase in Attachment "A" having a purchase price of \$90,000 is hereby approved and the Chairman is authorized to execute same.

Section 2. The Chairman is hereby authorized to execute the deed and associated closing documents to complete the real estate transaction.

PASSED AND ADOPTED by the Monroe County Comprehensive Plan Land Authority at a regular meeting on this \_\_\_ day of \_\_\_\_\_ 2023.

Commissioner Craig Cates \_\_\_\_\_  
Commissioner Michelle Lincoln \_\_\_\_\_  
Commissioner Holly Raschein \_\_\_\_\_  
Commissioner James Scholl \_\_\_\_\_  
Chairman David Rice \_\_\_\_\_

(Seal)

ATTEST:

MONROE COUNTY COMPREHENSIVE  
PLAN LAND AUTHORITY

\_\_\_\_\_  
Christine Hurley  
Executive Director

\_\_\_\_\_  
David P. Rice  
Chairman

Approved as to form and legality

\_\_\_\_\_  
Gregory Oropeza, Esquire

# Attachment "A"

## OPTION AGREEMENT FOR SALE AND PURCHASE

THIS AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, between MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY, a land authority under section 380.0663 (1), Florida Statutes, and Monroe County Ordinance Number 031-1986, whose address is 1200 Truman Avenue, Suite 207, Key West, Florida 33040, as "Seller" and the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA ("Trustees"), whose address is the State of Florida Department of Environmental Protection, Division of State Lands, 3900 Commonwealth Blvd., Mail Station 115, Tallahassee, Florida 32399-3000, as "Buyer". Buyer's agent in all matters shall be the Division of State Lands of the Florida Department of Environmental Protection ("DSL").

1. GRANT OF OPTION. Seller hereby grants to Buyer the exclusive option to purchase the real property located in Monroe County, Florida, described in Exhibit "A", together with all timber, transferable development rights, improvements, easements, appurtenances, hereditaments, and riparian and littoral rights, if any (the "Property"), in accordance with the provisions of this Agreement. This Option Agreement becomes legally binding on execution of this Agreement, but exercise of the option is subject to approval by Buyer and is effective only if DSL gives written notice of exercise to Seller.

2. OPTION TERMS. The consideration for the option granted by this Agreement is \$100.00 ("Option Payment"). Upon execution of this Option Agreement by DSL, DSL will apply to the Chief Financial Officer for a state warrant in the amount of the Option Payment, which, will be forwarded to the escrow agent to hold for the benefit of Seller. The Option Payment is non-refundable such that Seller shall be entitled to retain the Option Payment regardless of whether Buyer exercises the Option; Provided, however, the Option Payment shall be credited toward the purchase price at closing if Buyer timely exercises the option as discussed below. The option may be exercised during the period beginning with Buyer's approval of this Agreement at a regularly scheduled meeting of the Governor and Cabinet sitting as the Trustees, and ending 120 days after Buyer's approval of this Agreement ("Option Expiration Date"), unless extended by other provisions of this Agreement. If Buyer's funds in the amount of the purchase price (as hereinafter defined in paragraph 3.A.) are not available by the Option Expiration Date the period of exercise of the option may be extended until such funds become available, not to exceed 60 days after the Option Expiration Date, by written notice to Seller. If Buyer's funds are not available at the end of the 60-day extension then this Agreement shall terminate and neither party shall have further obligations under the provisions of this Agreement. If Buyer does not exercise its option by the Option Expiration Date, as extended if applicable, then the escrow agent is directed to release and disburse the Option Payment to Seller the following day. If Buyer does timely exercise its option, then escrow agent shall credit the Option Payment toward the purchase price paid by Buyer at closing.

3.A. PURCHASE PRICE. The purchase price for the Property is NINETY THOUSAND AND NO/100 DOLLARS (\$90,000) ("Initial Purchase Price") which, after credit for the Option Payment, will be paid at closing. Seller hereby authorizes Buyer to issue a state warrant for the Purchase Price directly to an escrow agent who is authorized by law to receive such payment, and who is acceptable to Buyer, and to require the escrow agent to pay Seller's expenses of sale and real estate taxes. The Initial Purchase Price is subject to adjustment in accordance with paragraph 3.B. This Agreement is contingent upon approval of the Final Adjusted Purchase Price, hereinafter defined, by Buyer and upon confirmation that the Final Adjusted Purchase Price is not in excess of the maximum value of the Property as determined in accordance with Section 253.025, Florida Statutes ("DSL Approved Value"). The determination of the DSL Approved Value and the Final Adjusted Purchase Price can only be made after the completion and DSL's approval of the survey required in paragraph 6.

3.B. ADJUSTMENT OF PURCHASE PRICE. If, prior to closing, DSL determines that the Initial Purchase Price exceeds the DSL Approved Value of the Property, the Initial Purchase Price will be reduced to the DSL Approved Value of the Property (herein the "Final Adjusted Purchase Price"). If the Final Adjusted Purchase Price is less than 95% of the Initial Purchase Price because of the adjustment provided for in this paragraph, Seller shall, in Seller's sole discretion, have the right to terminate this Agreement and neither party shall have any further obligations under this Agreement. If Seller elects to terminate this Agreement, Seller shall provide written notice to DSL of Seller's election to terminate this Agreement within 10 days after Seller's receipt of written notice from DSL of the Final Adjusted Purchase Price. If Seller fails to give Buyer a written notice of termination within the aforesaid time period from receipt of DSL's written notice, then Seller shall be deemed to have waived any right to terminate this Agreement based upon a reduction in the Initial Purchase Price pursuant to the provisions of this paragraph 3.B. The Final Adjusted Purchase Price as calculated in this paragraph 3.B. is subject to further adjustment in accordance with the provisions of this Agreement. The Initial Purchase Price and the Final Adjusted Purchase Price, whichever is

applicable depending on whether or not an adjustment has occurred under the provisions of this paragraph 3.B. are hereinafter referred to as the "Purchase Price".

4. ENVIRONMENTAL SITE ASSESSMENT. Buyer, prior to the exercise of the option and at its sole cost and expense, may conduct an environmental site assessment of the Property to determine the existence and extent, if any, of any Hazardous Materials on the Property. If further investigations, testing, monitoring or environmental site assessments are required by DSL to determine the existence or extent of Hazardous Materials on the Property, Buyer, at its sole option may elect to extend the Option Expiration Date to conduct such procedures at the Buyer's sole cost and expense. For purposes of this Agreement "Hazardous Materials" shall mean any hazardous or toxic substance, material or waste of any kind or any other substance which is regulated by any Environmental Law (as hereinafter defined in paragraph 5.)

5. HAZARDOUS MATERIALS. If the environmental site assessment provided for in paragraph 4 confirms the presence of Hazardous Materials on the Property, Buyer, at its sole option, may elect to terminate this Agreement and neither party shall have any further obligations under this Agreement. Should Buyer elect not to terminate this Agreement, Seller shall, at Seller's sole cost and expense and prior to the exercise of the option and closing, promptly commence and diligently pursue any assessment, clean up and monitoring of the Property necessary to bring the Property into full compliance with Environmental Law to DSL's satisfaction in its sole discretion. "Environmental Law" shall mean all federal, state and local laws, including statutes, regulations, ordinances, codes, rules, judgments, orders, decrees, permits, concessions, grants, franchises, licenses, agreements and other governmental restrictions relating to the protection of the environment or human health, welfare or safety, or to the emission, discharge, seepage, release or threatened release of any contaminant, solid waste, hazardous waste, pollutant, irritant, petroleum product, waste product, radioactive material, flammable or corrosive substance, carcinogen, explosive, polychlorinated biphenyl, asbestos, hazardous or toxic substance, material or waste of any kind into the environment, including, without limitation, ambient air, surface water, ground water, or land including, but not limited to, the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Federal Resource and Conservation and Recovery Act of 1976, the Hazardous and Solid Waste Amendments of 1984, the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Federal Superfund Amendments and Reauthorization Act of 1986, Chapters 161, 253, 373, 376 and 403, Florida Statutes, Rules of the U.S. Environmental Protection Agency, Rules of the Florida Department of Environmental Protection, and the rules of the Florida water management districts now or at any time hereafter in effect. However, should the estimated cost to Seller of clean up of Hazardous Materials exceed a sum which is equal to 3% of the Initial Purchase Price as stated in paragraph 3.A. Seller may elect to terminate this Agreement and neither party shall have any further obligations under this Agreement. If Hazardous Materials placed on the Property prior to closing are discovered after closing, Seller shall remain obligated hereunder, with such obligation to survive the closing, delivery, and recording of the deed described in paragraph 9 of this Agreement and Buyer's possession of the Property, to diligently pursue and accomplish the clean up of Hazardous Materials in a manner consistent with all applicable Environmental Laws and at Seller's sole cost and expense.

6. SURVEY. Buyer may have the Property surveyed at its expense. If the survey ("Survey"), certified by professional surveyor and mapper licensed by the State of Florida, shows any reduction in acreage from the appraised acreage to the surveyed acreage, any encroachment on the Property or that improvements intended to be located on the Property encroach on the land of others, the same shall be treated as a title defect.

7. TITLE INSURANCE. Buyer may provide a marketable title insurance commitment, to be followed by an owner's marketable title insurance policy (ALTA Form "B" with Florida revisions) from a title insurance company approved by DSL, insuring marketable title to the Property in the amount of the Purchase Price at Buyer's expense.

8. DEFECTS IN TITLE. If the title insurance commitment or Survey furnished pursuant to this Agreement discloses any defects in title which are not acceptable to Buyer, Seller shall, within 90 days after notice from Buyer, remove said defects in title. Seller agrees to use diligent effort to correct the defects in title within the time provided therefor, including the bringing of necessary suits. Defects arising from liens against the Property shall be satisfied at closing from Seller's proceeds. If Seller is unsuccessful in removing the title defects within said time, Buyer shall have the option to either: (a) accept the title as it then is with a reduction in the Purchase Price by an amount determined by DSL, (b) accept the title as it then is with no reduction in the Purchase Price, (c) extend the amount of time Seller has to remove the defects in title, (d) cut out the affected portion of the Property and reduce the Purchase Price by an amount equal to the product of the Purchase Price per acre for the acres being cut out, multiplied by the acreage cut out, or (e) terminate this Agreement, thereupon releasing Buyer and Seller from all further obligations under this

Agreement. If Seller fails to make a diligent effort to remove the title defects, Seller shall be in default and the provisions of paragraph 18 of this Agreement shall apply.

9. INTEREST CONVEYED. At closing, Seller shall execute and deliver to Buyer a statutory warranty deed in accordance with the provisions of Section 689.02, Florida Statutes, conveying marketable title to the Property in fee simple free and clear of all liens, reservations, restrictions, easements, leases, tenancies and other encumbrances, except for those that are acceptable encumbrances in the sole discretion of Buyer and do not impair the marketability of the title to the Property. Any sovereignty submerged lands included in the Property ownership will be conveyed to the Buyer by quitclaim deed and shall not be included in the purchase price.

10. PREPARATION OF CLOSING DOCUMENTS. Upon execution of this Agreement, Seller shall submit to Buyer a properly completed and executed beneficial interest affidavit and disclosure statement as required by Sections 286.23, 375.031(1) and 380.08(2), Florida Statutes. Buyer shall prepare the deed described in paragraph 9 of this Agreement, Buyer's and Seller's closing statements and the title, possession and lien affidavit certified to Buyer and title insurer and an environmental affidavit on DSL forms provided by DSL.

11. DSL REVIEW FOR CLOSING. DSL will approve or reject each item required for closing under this Agreement. If DSL rejects an item for closing which was submitted by the Seller, Seller will have 30 days thereafter to remove and resubmit any rejected item. If Seller fails to timely deliver any items required of Seller, or DSL rejects any item after delivery, the Option Expiration Date shall be extended until DSL approves Seller's documents or until Buyer elects to terminate the Agreement.

12. EXPENSES. Seller will pay the documentary revenue stamp tax and all other taxes or costs associated with the conveyance, including the cost of recording the deed described in paragraph 9. of this Agreement and any other recordable instruments that DSL deems necessary to assure good and marketable title to the Property.

13. TAXES AND ASSESSMENTS. At closing, Seller shall satisfy all real estate taxes and assessments that are or may become a lien against the Property. If Buyer acquires fee title to the Property between January 1 and November 1, Seller shall in accordance with Section 196.295, Florida Statutes, place in escrow with the county tax collector an amount equal to the current taxes prorated to the date of transfer based upon the current assessment and millage rates on the Property. If Buyer acquires fee title to the Property on or after November 1, Seller shall pay to the county tax collector an amount equal to the taxes that are determined to be legally due and payable by the county tax collector.

14. CLOSING PLACE AND DATE. The closing shall be on or before 15 days after Buyer exercises the option; provided, however, that if a defect exists in the title to the Property, title commitment, Survey, environmental site assessment, or any documents required to be provided or completed and executed, the closing shall occur either on the original closing date or within 60 days after receipt of documentation removing the defects, whichever is later. Buyer shall set the date, time and place of closing.

15. RISK OF LOSS AND CONDITION OF PROPERTY. Seller assumes all risk of loss or damage to the Property prior to the date of closing and warrants that the Property shall be transferred and conveyed to Buyer in the same or essentially the same condition as of the date of Seller's execution of this Agreement, ordinary wear and tear excepted. If the condition of the Property is altered, by an act of God or other natural force beyond the control of Seller, however, Buyer may elect, at its sole option, to terminate this Agreement and neither party shall have any further obligations under this Agreement. Seller represents and warrants that there are no parties other than Seller in occupancy or possession of any part of the Property. Seller warrants that there are no facts known to Seller materially affecting the value of the Property which are not readily observable by Buyer or which have not been disclosed to Buyer.

All wells located on the Property shall be duly abandoned at the Seller's sole cost and expense prior to the exercise of the option unless this requirement is waived by DSL in writing. Seller warrants that any billboards on the property shall be removed prior to closing.

Seller agrees to clean up and remove all abandoned personal property, refuse, garbage, junk, rubbish, trash and debris (hereafter, "trash and debris") from the Property to the satisfaction of DSL prior to exercise of the option by Buyer. If the Seller does not remove all trash and debris from the Property prior to closing, Buyer at its sole option, may elect to: (a) deduct the expense necessary to remove trash and debris from the Seller's proceeds of sale up to but not to exceed 5% of the Initial Purchase Price and proceed to close, with the Buyer incurring any additional expenses necessary to remove all trash and debris and clean up the Property subsequent to closing, (b) extend the amount of

time the Seller has to remove all trash and debris from the Property, (c) terminate this Agreement, and neither party shall have any further obligations under the Agreement.

16. RIGHT TO ENTER PROPERTY AND POSSESSION. Seller agrees that from the date this Agreement is executed by Seller, Buyer and its agents, upon reasonable notice, shall have the right to enter the Property for all lawful purposes in connection with this Agreement. Seller shall deliver possession of the Property to Buyer at closing.

17. ACCESS. Seller warrants that there is legal and practical ingress and egress for the Property over public roads or valid, recorded easements for the use and benefit of and as an appurtenance to the Property.

18. DEFAULT. If Seller defaults under this Agreement, Buyer may waive the default and proceed to closing, seek specific performance, or refuse to close and elect to receive the return of any money paid, each without waiving any action for damages, or any other remedy permitted by law or in equity resulting from Seller's default.

19. BROKERS. Seller warrants that no persons, firms, corporations or other entities are entitled to a real estate commission or other fees as a result of this Agreement or subsequent closing, except as accurately disclosed on the disclosure statement required in paragraph 10. Seller shall indemnify and hold Buyer harmless from any and all such claims, whether disclosed or undisclosed.

20. RECORDING. Buyer may record this Agreement, or notice of it, in the appropriate county or counties.

21. ASSIGNMENT. This Agreement may be assigned by Buyer, with the prior written consent of Seller. Seller may not assign this Agreement without the prior written consent of Buyer.

22. TIME. Time is of essence with regard to all dates or times set forth in this Agreement.

23. SEVERABILITY. If any of the provisions of this Agreement are deemed to be unenforceable and the unenforceability of said provisions does not adversely affect the purpose and intent of this Agreement, in Buyer's sole discretion, the enforceability of the remaining provisions of this Agreement shall not be affected.

24. SUCCESSORS IN INTEREST. This Agreement shall bind and inure to the benefit of Seller and Buyer and their respective heirs, legal representatives and successors. Whenever used, the singular shall include the plural and one gender shall include all genders.

25. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations and understandings of the parties. No supplement, modification or amendment to this Agreement shall be binding unless executed in writing by the parties. Notwithstanding the foregoing, the parties acknowledge that the legal description contained in Exhibit "A" was prepared based upon historic chain of title information, without the benefit of a current survey of the Property. The parties agree that if, in the opinion of DSL, it becomes necessary to amend the legal description of the Property to correct errors, to more properly describe the Property, to cut out portions of the Property affected by title defects unacceptable to Buyer or which cannot be timely cured by the Seller, or to otherwise revise the legal description of the Property, the legal description to be used in the Survey (if any) and in the closing instruments required by this Agreement shall be revised by or at the direction of DSL, and shall be subject to the final approval of DSL. Anything to the contrary hereinabove notwithstanding, such a revision of the legal description of the Property shall not require a written amendment to this Agreement. In such event, the Seller's execution and delivery of the closing instruments containing the revised legal description and the Buyer's acceptance of said instruments and of the final Survey (if any) containing the revised legal description shall constitute a full and complete ratification and acceptance of the revised legal description of the Property by the parties. Seller acknowledges that the Trustees have made various delegations of power for the purpose of land acquisition, and not all representatives of the Trustees or the DSL have authority to act in all situations. Consequently, this Agreement may be terminated by the Trustees pursuant to any provision therefor contained in this Agreement only in writing signed by the person or persons who signed this Agreement on behalf of the Trustees or that person's successor.

26. WAIVER. Failure of Buyer to insist upon strict performance of any covenant or condition of this Agreement, or to exercise any right herein contained, shall not be construed as a waiver or relinquishment for the future of any such covenant, condition or right; but the same shall remain in full force and effect. Seller hereby waives its rights to any and all claims against Buyer or Monroe County associated with, or arising from ownership of, said lands and this waiver shall survive closing.

27. COUNTERPARTS. This Agreement may be executed in one or more counterparts, but all such counterparts, when duly executed, shall constitute one and the same Agreement.

28. ADDENDUM. Any addendum attached hereto that is signed by the parties shall be deemed a part of this Agreement.

29. NOTICE. Whenever either party desires or is required to give notice unto the other, it must be given by written notice, and either delivered personally, transmitted via facsimile transmission, mailed postage prepaid, or sent by overnight courier to the appropriate address indicated on the first page of this Agreement, or such other address as is designated in writing by a party to this Agreement.

30. CERTIFICATION REGARDING TERRORISM. Seller hereby certifies that to the best of Seller's knowledge, after making all appropriate inquiries, Seller is in compliance with, and shall use all funds derived from the sale of the Property in compliance with all applicable anti-terrorism laws, regulations, rules and executive orders, including but not limited to, the USA Patriot Act of 2001, 18 U.S.C. sections 2339A-C, and U.S. Presidential Executive Orders 12947 and 13224.

31. SURVIVAL. The covenants, warranties, representations, indemnities and undertakings of Seller set forth in this Agreement shall survive the closing, the delivery and recording of the deed described in paragraph 9 of this Agreement and Buyer's possession of the Property.

IF THIS AGREEMENT IS NOT EXECUTED BY THE SELLER, ON OR BEFORE **MARCH 31, 2023**, BUYER SHALL BE UNDER NO OBLIGATION TO ACCEPT THIS AGREEMENT. BUYER'S EXECUTION OF THIS AGREEMENT IS SUBJECT TO APPROVAL BY THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA. THE EXERCISE OF THE OPTION PROVIDED FOR HEREIN IS SUBJECT TO: (1) CONFIRMATION THAT THE PURCHASE PRICE IS NOT IN EXCESS OF THE DSL APPROVED VALUE OF THE PROPERTY, AND (2) DSL APPROVAL OF ALL DOCUMENTS TO BE FURNISHED HEREUNDER. THE STATE OF FLORIDA'S PERFORMANCE AND OBLIGATION TO PAY UNDER THIS AGREEMENT IS CONTINGENT UPON AN ANNUAL APPROPRIATION BY THE LEGISLATURE AND UPON THE FUNDING OF THE APPROPRIATION THROUGH THE ISSUANCE OF FLORIDA FOREVER BONDS BY THE STATE OF FLORIDA OR OTHER FUNDING AS PROVIDED BY THE LEGISLATURE.

THIS IS INTENDED TO BE A LEGALLY BINDING AGREEMENT WHEN DULY EXECUTED. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

SELLER  
MONROE COUNTY COMPREHENSIVE PLAN LAND  
AUTHORITY, a land authority under section 380.0663 (1),  
Florida Statutes, and Monroe County Ordinance Number 031-  
1986

\_\_\_\_\_  
Witness as to Seller

\_\_\_\_\_  
David P. Rice, Chairman

\_\_\_\_\_  
Witness as to Seller

\_\_\_\_\_  
Date signed by Seller

Phone No. \_\_\_\_\_  
8 a.m. – 5 p.m.

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by David P. Rice, Chairman of Monroe County Comprehensive Plan Land Authority. Such person(s) (Notary Public must check applicable box):

- is/are personally known to me.
- produced a current driver license(s).
- produced \_\_\_\_\_ as identification.

(NOTARY PUBLIC SEAL)

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

\_\_\_\_\_  
(Printed, Typed or Stamped Name of  
Notary Public)

Commission No.: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

BUYER

BOARD OF TRUSTEES OF THE INTERNAL  
IMPROVEMENT TRUST FUND OF THE STATE  
OF FLORIDA

BY DIVISION OF STATE LANDS OF THE  
FLORIDA DEPARTMENT OF ENVIRONMENTAL  
PROTECTION

\_\_\_\_\_  
Witness as to Buyer

BY: \_\_\_\_\_  
Callie DeHaven, Director

\_\_\_\_\_  
Witness as to Buyer

\_\_\_\_\_  
Date signed by Buyer

Approved as to Form and Legality

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

Date: \_\_\_\_\_

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by Callie DeHaven, Director, Division of State Lands, the State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. She is personally known to me.

(NOTARY PUBLIC SEAL)

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

\_\_\_\_\_  
(Printed, Typed or Stamped Name of  
Notary Public)

Commission No.: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

## **EXHIBIT "A"**

Lots 39 and 40, Block 25, Amended Plat of Key Largo Park, according to the map or plat thereof as recorded in Plat Book 3, Page 62, of the Public Records of Monroe County, Florida.

**ADDENDUM**  
BENEFICIAL INTEREST AND DISCLOSURE AFFIDAVIT  
(OTHER)

Before me, the undersigned authority, personally appeared David P. Rice, ("affiant"), this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, who, first being duly sworn, deposes and says:

1) That affiant is the Chairman of Monroe County Comprehensive Plan Land Authority, a land authority under section 380.0663 (1), Florida Statutes, and Monroe County Ordinance Number 031-1986, as "Seller", whose address is 1200 Truman Avenue, Suite 207, Key West, Florida 33040, and in such capacity has personal knowledge of the matters set forth herein and has been duly authorized by Seller to make this affidavit on Seller's behalf. That Seller is the record owner of the Property. As required by Section 286.23, Florida Statutes, and subject to the penalties prescribed for perjury, the following is a list of every "person" (as defined in Section 1.01(3), Florida Statutes) holding 5% or more of the beneficial interest in the disclosing entity: (if more space is needed, attach separate sheet)

<u>Name</u>	<u>Address</u>	<u>Interest</u>
Non-Applicable. Seller is a land authority under section 380.0663(1), Florida Statutes and Monroe County Ordinance Number 031-1986.		

2) That to the best of the affiant's knowledge, all persons who have a financial interest in this real estate transaction or who have received or will receive real estate commissions, attorney's or consultant's fees or any other fees, costs, or other benefits incident to the sale of the Property are:

<u>Name</u>	<u>Address</u>	<u>Reason for Payment</u>	<u>Amount</u>
Gregory Oropeza Oropeza Stones and Cardenas, PLLC	221 Simonton Street Key West, FL 33040	Attorney's Fee	\$475.00

3) That, to the best of the affiant's knowledge, the following is a true history of all financial transactions (including any existing option or purchase agreement in favor of affiant) concerning the Property which have taken place or will take place during the last five years prior to the conveyance of title to the State of Florida: **(if non-applicable, please indicate "None" or "Non-Applicable")**

<u>Name and Address of Parties Involved</u>	<u>Date</u>	<u>Type of Transaction</u>	<u>Amount of Transaction</u>
Marni H. Pilafian and Nerisa Pilafian each individually and as Trustees of the James Samuel Pilafian Trust dated 3/5/19	10/24/22	Sale of <b>Lots 39 and 40</b> to Monroe County Comprehensive Plan Land Authority 1200 Truman Avenue, Suite 207 Key West, FL 33040	\$90,000
Marni H. Pilafian, James S. Pilafian, and Nerisa G. Pilafian, the duly qualified and acting personal representatives of the Estate of Shocky Pilafian, deceased	5/21/18	Conveyance of <b>Lot 39</b> to Marni H. Pilafian, James S. Pilafian, and Nerisa G. Pilafian each as to a 1/3 interest as tenants in common	\$100 or less
Marni H. Pilafian, James S. Pilafian, and Nerisa G. Pilafian, the duly qualified and acting personal representatives of the Estate of Shocky Pilafian, deceased	5/21/18	Conveyance of <b>Lot 40</b> to Marni H. Pilafian, James S. Pilafian, and Nerisa G. Pilafian each as to a 1/3 interest as tenants in common	\$100 or less

This affidavit is given in compliance with the provisions of Sections 286.23, 375.031(1), and 380.08(2), Florida Statutes.

AND FURTHER AFFIANT SAYETH NOT.

AFFIANT

\_\_\_\_\_  
David P. Rice

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by David P. Rice. Such person(s) (Notary Public must check applicable box):

- is/are personally known to me.
- produced a current driver license(s).
- produced \_\_\_\_\_ as identification.

(NOTARY PUBLIC SEAL)

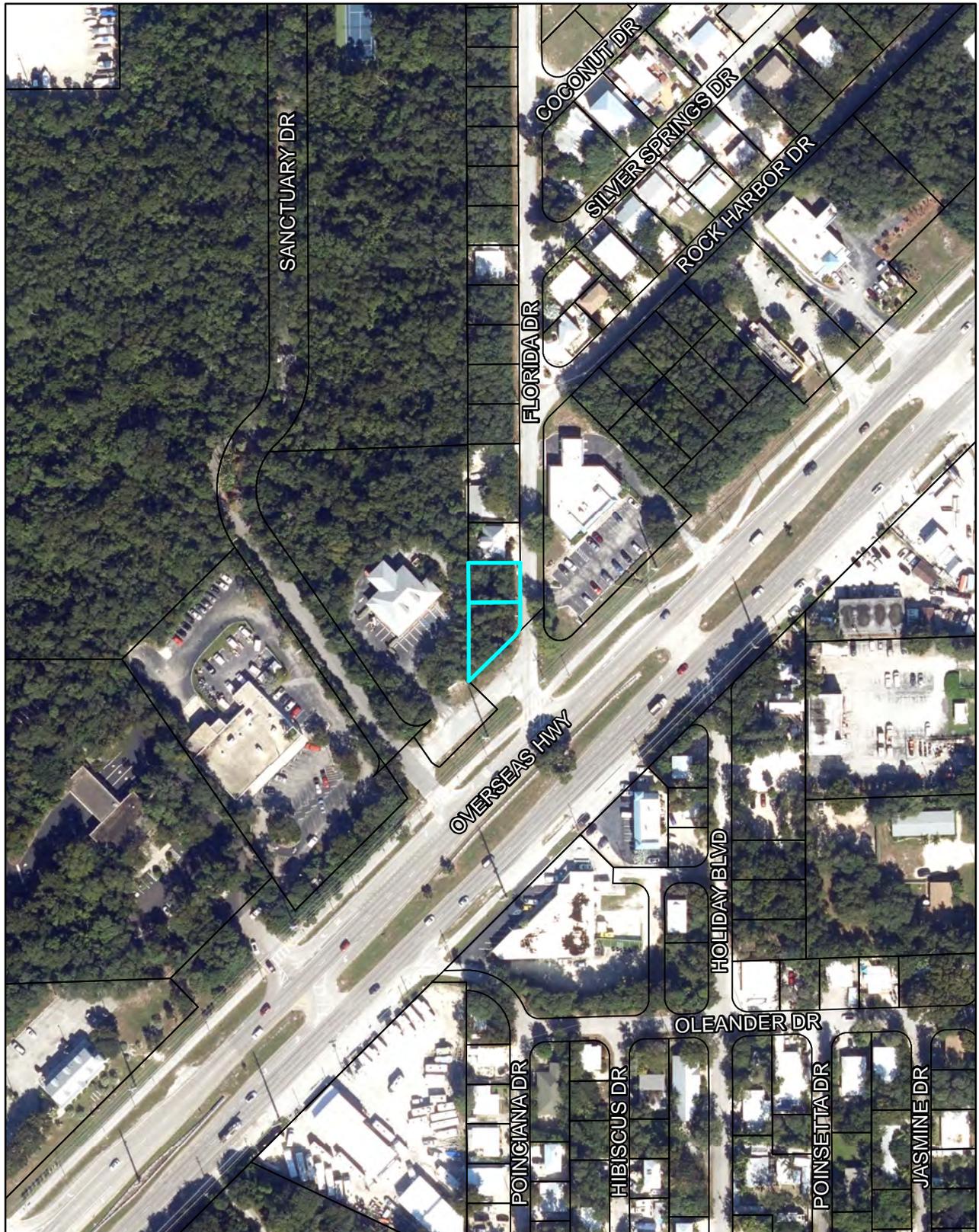
\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
(Printed, Typed or Stamped Name of Notary Public)

Commission No.: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Aerial Photograph of Subject Property  
Block 25, Lots 39 and 40, Amended Plat of Key Largo Park  
Key Largo



This page left intentionally blank

---

**AGENDA ITEM WORDING:** Approval of a resolution approving an option agreement to sell pre-acquired Florida Forever land described as Lots 10, 11, 12, 14, and 15, Square 2, Ocean Heights on No Name Key to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida for the price of \$125,000; authorizing the Chairman to execute same; and authorizing the Chairman to execute the deed and associated closing documents.

---

**ITEM BACKGROUND:** This resolution authorizes the Land Authority to sell pre-acquired property to the State of Florida in order to leverage Land Authority funds and assist the State in acquiring Florida Forever land in the Keys.

The subject property consists of five adjoining lots totaling 36,400 square feet on No Name Key near mile marker 30.

The Land Authority is serving as a local partner with the Florida Department of Environmental Protection and pre-acquired the subject property at a price of \$125,000.

The proposed resolution authorizes the Land Authority to sell the subject property to the State for a price of \$125,000, which is 100% of the purchase price the Land Authority paid.

Estimated Net Proceeds of this Sale to the State:

- Sales Price: \$125,000
- Attorney Fee: \$475
- Recording Fees: \$100
- Net Proceeds: \$124,425

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY APPROVING AN OPTION AGREEMENT TO SELL PRE-ACQUIRED FLORIDA FOREVER LAND DESCRIBED AS LOTS 10, 11, 12, 14, AND 15, SQUARE 2, OCEAN HEIGHTS ON NO NAME KEY TO THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA FOR THE PRICE OF \$125,000; AUTHORIZING THE CHAIRMAN TO EXECUTE SAME; AND AUTHORIZING THE CHAIRMAN TO EXECUTE THE DEED AND ASSOCIATED CLOSING DOCUMENTS.

---

WHEREAS, the Monroe County Comprehensive Plan Land Authority (hereinafter "Land Authority") serves as a local partner with the State of Florida to assist the State in acquiring Florida Forever lands in the Florida Keys; and

WHEREAS, the Florida Department of Environmental Protection has transmitted to the Land Authority the Option Agreement for Sale and Purchase in Attachment "A" (hereinafter "Option Agreement") whereby the Florida Governor and Cabinet, sitting as the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, would purchase pre-acquired Florida Forever land from the Land Authority described as Lots 10, 11, 12, 14, and 15, Square 2, Ocean Heights on No Name Key; and

WHEREAS, on January 25, 2022, the Land Authority Advisory Committee voted x/x to recommend \_\_\_\_\_ of this resolution; NOW, THEREFORE,

BE IT RESOLVED BY THE MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY:

Section 1. The Option Agreement for Sale and Purchase in Attachment "A" having a purchase price of \$125,000 is hereby approved and the Chairman is authorized to execute same.

Section 2. The Chairman is hereby authorized to execute the deed and associated closing documents to complete the real estate transaction.

PASSED AND ADOPTED by the Monroe County Comprehensive Plan Land Authority at a regular meeting on this \_\_\_ day of \_\_\_\_\_ 2023.

Commissioner Craig Cates \_\_\_\_\_  
Commissioner Michelle Lincoln \_\_\_\_\_  
Commissioner Holly Raschein \_\_\_\_\_  
Commissioner James Scholl \_\_\_\_\_  
Chairman David Rice \_\_\_\_\_

(Seal)

ATTEST:

MONROE COUNTY COMPREHENSIVE  
PLAN LAND AUTHORITY

\_\_\_\_\_  
Christine Hurley  
Executive Director

\_\_\_\_\_  
David P. Rice  
Chairman

Approved as to form and legality

\_\_\_\_\_  
Gregory Oropeza, Esquire

# Attachment "A"

## OPTION AGREEMENT FOR SALE AND PURCHASE

THIS AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, between MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY, a land authority under section 380.0663 (1), Florida Statutes, and Monroe County Ordinance Number 031-1986, whose address is 1200 Truman Avenue, Suite 207, Key West, Florida 33040, as "Seller" and the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA ("Trustees"), whose address is the State of Florida Department of Environmental Protection, Division of State Lands, 3900 Commonwealth Blvd., Mail Station 115, Tallahassee, Florida 32399-3000, as "Buyer". Buyer's agent in all matters shall be the Division of State Lands of the Florida Department of Environmental Protection ("DSL").

1. GRANT OF OPTION. Seller hereby grants to Buyer the exclusive option to purchase the real property located in Monroe County, Florida, described in Exhibit "A", together with all timber, transferable development rights, improvements, easements, appurtenances, hereditaments, and riparian and littoral rights, if any (the "Property"), in accordance with the provisions of this Agreement. This Option Agreement becomes legally binding on execution of this Agreement, but exercise of the option is subject to approval by Buyer and is effective only if DSL gives written notice of exercise to Seller.

2. OPTION TERMS. The consideration for the option granted by this Agreement is \$100.00 ("Option Payment"). Upon execution of this Option Agreement by DSL, DSL will apply to the Chief Financial Officer for a state warrant in the amount of the Option Payment, which, will be forwarded to the escrow agent to hold for the benefit of Seller. The Option Payment is non-refundable such that Seller shall be entitled to retain the Option Payment regardless of whether Buyer exercises the Option; Provided, however, the Option Payment shall be credited toward the purchase price at closing if Buyer timely exercises the option as discussed below. The option may be exercised during the period beginning with Buyer's approval of this Agreement at a regularly scheduled meeting of the Governor and Cabinet sitting as the Trustees, and ending 120 days after Buyer's approval of this Agreement ("Option Expiration Date"), unless extended by other provisions of this Agreement. If Buyer's funds in the amount of the purchase price (as hereinafter defined in paragraph 3.A.) are not available by the Option Expiration Date the period of exercise of the option may be extended until such funds become available, not to exceed 60 days after the Option Expiration Date, by written notice to Seller. If Buyer's funds are not available at the end of the 60-day extension then this Agreement shall terminate and neither party shall have further obligations under the provisions of this Agreement. If Buyer does not exercise its option by the Option Expiration Date, as extended if applicable, then the escrow agent is directed to release and disburse the Option Payment to Seller the following day. If Buyer does timely exercise its option, then escrow agent shall credit the Option Payment toward the purchase price paid by Buyer at closing.

3.A. PURCHASE PRICE. The purchase price for the Property is ONE HUNDRED TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$125,000) ("Initial Purchase Price") which, after credit for the Option Payment, will be paid at closing. Seller hereby authorizes Buyer to issue a state warrant for the Purchase Price directly to an escrow agent who is authorized by law to receive such payment, and who is acceptable to Buyer, and to require the escrow agent to pay Seller's expenses of sale and real estate taxes. The Initial Purchase Price is subject to adjustment in accordance with paragraph 3.B. This Agreement is contingent upon approval of the Final Adjusted Purchase Price, hereinafter defined, by Buyer and upon confirmation that the Final Adjusted Purchase Price is not in excess of the maximum value of the Property as determined in accordance with Section 253.025, Florida Statutes ("DSL Approved Value"). The determination of the DSL Approved Value and the Final Adjusted Purchase Price can only be made after the completion and DSL's approval of the survey required in paragraph 6.

3.B. ADJUSTMENT OF PURCHASE PRICE. If, prior to closing, DSL determines that the Initial Purchase Price exceeds the DSL Approved Value of the Property, the Initial Purchase Price will be reduced to the DSL Approved Value of the Property (herein the "Final Adjusted Purchase Price"). If the Final Adjusted Purchase Price is less than 95% of the Initial Purchase Price because of the adjustment provided for in this paragraph, Seller shall, in Seller's sole discretion, have the right to terminate this Agreement and neither party shall have any further obligations under this Agreement. If Seller elects to terminate this Agreement, Seller shall provide written notice to DSL of Seller's election to terminate this Agreement within 10 days after Seller's receipt of written notice from DSL of the Final Adjusted Purchase Price. If Seller fails to give Buyer a written notice of termination within the aforesaid time period from receipt of DSL's written notice, then Seller shall be deemed to have waived any right to terminate this Agreement based upon a reduction in the Initial Purchase Price pursuant to the provisions of this paragraph 3.B. The Final Adjusted Purchase Price as calculated in this paragraph 3.B. is subject to further adjustment in accordance with the

provisions of this Agreement. The Initial Purchase Price and the Final Adjusted Purchase Price, whichever is applicable depending on whether or not an adjustment has occurred under the provisions of this paragraph 3.B. are hereinafter referred to as the "Purchase Price".

4. ENVIRONMENTAL SITE ASSESSMENT. Buyer, prior to the exercise of the option and at its sole cost and expense, may conduct an environmental site assessment of the Property to determine the existence and extent, if any, of any Hazardous Materials on the Property. If further investigations, testing, monitoring or environmental site assessments are required by DSL to determine the existence or extent of Hazardous Materials on the Property, Buyer, at its sole option may elect to extend the Option Expiration Date to conduct such procedures at the Buyer's sole cost and expense. For purposes of this Agreement "Hazardous Materials" shall mean any hazardous or toxic substance, material or waste of any kind or any other substance which is regulated by any Environmental Law (as hereinafter defined in paragraph 5.)

5. HAZARDOUS MATERIALS. If the environmental site assessment provided for in paragraph 4 confirms the presence of Hazardous Materials on the Property, Buyer, at its sole option, may elect to terminate this Agreement and neither party shall have any further obligations under this Agreement. Should Buyer elect not to terminate this Agreement, Seller shall, at Seller's sole cost and expense and prior to the exercise of the option and closing, promptly commence and diligently pursue any assessment, clean up and monitoring of the Property necessary to bring the Property into full compliance with Environmental Law to DSL's satisfaction in its sole discretion. "Environmental Law" shall mean all federal, state and local laws, including statutes, regulations, ordinances, codes, rules, judgments, orders, decrees, permits, concessions, grants, franchises, licenses, agreements and other governmental restrictions relating to the protection of the environment or human health, welfare or safety, or to the emission, discharge, seepage, release or threatened release of any contaminant, solid waste, hazardous waste, pollutant, irritant, petroleum product, waste product, radioactive material, flammable or corrosive substance, carcinogen, explosive, polychlorinated biphenyl, asbestos, hazardous or toxic substance, material or waste of any kind into the environment, including, without limitation, ambient air, surface water, ground water, or land including, but not limited to, the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Federal Resource and Conservation and Recovery Act of 1976, the Hazardous and Solid Waste Amendments of 1984, the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Federal Superfund Amendments and Reauthorization Act of 1986, Chapters 161, 253, 373, 376 and 403, Florida Statutes, Rules of the U.S. Environmental Protection Agency, Rules of the Florida Department of Environmental Protection, and the rules of the Florida water management districts now or at any time hereafter in effect. However, should the estimated cost to Seller of clean up of Hazardous Materials exceed a sum which is equal to 3% of the Initial Purchase Price as stated in paragraph 3.A. Seller may elect to terminate this Agreement and neither party shall have any further obligations under this Agreement. If Hazardous Materials placed on the Property prior to closing are discovered after closing, Seller shall remain obligated hereunder, with such obligation to survive the closing, delivery, and recording of the deed described in paragraph 9 of this Agreement and Buyer's possession of the Property, to diligently pursue and accomplish the clean up of Hazardous Materials in a manner consistent with all applicable Environmental Laws and at Seller's sole cost and expense.

6. SURVEY. Buyer may have the Property surveyed at its expense. If the survey ("Survey"), certified by professional surveyor and mapper licensed by the State of Florida, shows any reduction in acreage from the appraised acreage to the surveyed acreage, any encroachment on the Property or that improvements intended to be located on the Property encroach on the land of others, the same shall be treated as a title defect.

7. TITLE INSURANCE. Buyer may provide a marketable title insurance commitment, to be followed by an owner's marketable title insurance policy (ALTA Form "B" with Florida revisions) from a title insurance company approved by DSL, insuring marketable title to the Property in the amount of the Purchase Price at Buyer's expense.

8. DEFECTS IN TITLE. If the title insurance commitment or Survey furnished pursuant to this Agreement discloses any defects in title which are not acceptable to Buyer, Seller shall, within 90 days after notice from Buyer, remove said defects in title. Seller agrees to use diligent effort to correct the defects in title within the time provided therefor, including the bringing of necessary suits. Defects arising from liens against the Property shall be satisfied at closing from Seller's proceeds. If Seller is unsuccessful in removing the title defects within said time, Buyer shall have the option to either: (a) accept the title as it then is with a reduction in the Purchase Price by an amount determined by DSL, (b) accept the title as it then is with no reduction in the Purchase Price, (c) extend the amount of time Seller has to remove the defects in title, (d) cut out the affected portion of the Property and reduce the Purchase Price by an amount equal to the product of the Purchase Price per acre for the acres being cut out, multiplied by the acreage cut out, or (e) terminate this Agreement, thereupon releasing Buyer and Seller from all further obligations under this

Agreement. If Seller fails to make a diligent effort to remove the title defects, Seller shall be in default and the provisions of paragraph 18 of this Agreement shall apply.

9. INTEREST CONVEYED. At closing, Seller shall execute and deliver to Buyer a statutory warranty deed in accordance with the provisions of Section 689.02, Florida Statutes, conveying marketable title to the Property in fee simple free and clear of all liens, reservations, restrictions, easements, leases, tenancies and other encumbrances, except for those that are acceptable encumbrances in the sole discretion of Buyer and do not impair the marketability of the title to the Property. Any sovereignty submerged lands included in the Property ownership will be conveyed to the Buyer by quitclaim deed and shall not be included in the purchase price.

10. PREPARATION OF CLOSING DOCUMENTS. Upon execution of this Agreement, Seller shall submit to Buyer a properly completed and executed beneficial interest affidavit and disclosure statement as required by Sections 286.23, 375.031(1) and 380.08(2), Florida Statutes. Buyer shall prepare the deed described in paragraph 9 of this Agreement, Buyer's and Seller's closing statements and the title, possession and lien affidavit certified to Buyer and title insurer and an environmental affidavit on DSL forms provided by DSL.

11. DSL REVIEW FOR CLOSING. DSL will approve or reject each item required for closing under this Agreement. If DSL rejects an item for closing which was submitted by the Seller, Seller will have 30 days thereafter to remove and resubmit any rejected item. If Seller fails to timely deliver any items required of Seller, or DSL rejects any item after delivery, the Option Expiration Date shall be extended until DSL approves Seller's documents or until Buyer elects to terminate the Agreement.

12. EXPENSES. Seller will pay the documentary revenue stamp tax and all other taxes or costs associated with the conveyance, including the cost of recording the deed described in paragraph 9. of this Agreement and any other recordable instruments that DSL deems necessary to assure good and marketable title to the Property.

13. TAXES AND ASSESSMENTS. At closing, Seller shall satisfy all real estate taxes and assessments that are or may become a lien against the Property. If Buyer acquires fee title to the Property between January 1 and November 1, Seller shall in accordance with Section 196.295, Florida Statutes, place in escrow with the county tax collector an amount equal to the current taxes prorated to the date of transfer based upon the current assessment and millage rates on the Property. If Buyer acquires fee title to the Property on or after November 1, Seller shall pay to the county tax collector an amount equal to the taxes that are determined to be legally due and payable by the county tax collector.

14. CLOSING PLACE AND DATE. The closing shall be on or before 15 days after Buyer exercises the option; provided, however, that if a defect exists in the title to the Property, title commitment, Survey, environmental site assessment, or any documents required to be provided or completed and executed, the closing shall occur either on the original closing date or within 60 days after receipt of documentation removing the defects, whichever is later. Buyer shall set the date, time and place of closing.

15. RISK OF LOSS AND CONDITION OF PROPERTY. Seller assumes all risk of loss or damage to the Property prior to the date of closing and warrants that the Property shall be transferred and conveyed to Buyer in the same or essentially the same condition as of the date of Seller's execution of this Agreement, ordinary wear and tear excepted. If the condition of the Property is altered, by an act of God or other natural force beyond the control of Seller, however, Buyer may elect, at its sole option, to terminate this Agreement and neither party shall have any further obligations under this Agreement. Seller represents and warrants that there are no parties other than Seller in occupancy or possession of any part of the Property. Seller warrants that there are no facts known to Seller materially affecting the value of the Property which are not readily observable by Buyer or which have not been disclosed to Buyer.

All wells located on the Property shall be duly abandoned at the Seller's sole cost and expense prior to the exercise of the option unless this requirement is waived by DSL in writing. Seller warrants that any billboards on the property shall be removed prior to closing.

Seller agrees to clean up and remove all abandoned personal property, refuse, garbage, junk, rubbish, trash and debris (hereafter, "trash and debris") from the Property to the satisfaction of DSL prior to exercise of the option by Buyer. If the Seller does not remove all trash and debris from the Property prior to closing, Buyer at its sole option, may elect to: (a) deduct the expense necessary to remove trash and debris from the Seller's proceeds of sale up to but not to exceed 5% of the Initial Purchase Price and proceed to close, with the Buyer incurring any additional expenses necessary to remove all trash and debris and clean up the Property subsequent to closing, (b) extend the amount of

time the Seller has to remove all trash and debris from the Property, (c) terminate this Agreement, and neither party shall have any further obligations under the Agreement.

16. **RIGHT TO ENTER PROPERTY AND POSSESSION.** Seller agrees that from the date this Agreement is executed by Seller, Buyer and its agents, upon reasonable notice, shall have the right to enter the Property for all lawful purposes in connection with this Agreement. Seller shall deliver possession of the Property to Buyer at closing.

17. **ACCESS.** Seller warrants that there is legal and practical ingress and egress for the Property over public roads or valid, recorded easements for the use and benefit of and as an appurtenance to the Property.

18. **DEFAULT.** If Seller defaults under this Agreement, Buyer may waive the default and proceed to closing, seek specific performance, or refuse to close and elect to receive the return of any money paid, each without waiving any action for damages, or any other remedy permitted by law or in equity resulting from Seller's default.

19. **BROKERS.** Seller warrants that no persons, firms, corporations or other entities are entitled to a real estate commission or other fees as a result of this Agreement or subsequent closing, except as accurately disclosed on the disclosure statement required in paragraph 10. Seller shall indemnify and hold Buyer harmless from any and all such claims, whether disclosed or undisclosed.

20. **RECORDING.** Buyer may record this Agreement, or notice of it, in the appropriate county or counties.

21. **ASSIGNMENT.** This Agreement may be assigned by Buyer, with the prior written consent of Seller. Seller may not assign this Agreement without the prior written consent of Buyer.

22. **TIME.** Time is of essence with regard to all dates or times set forth in this Agreement.

23. **SEVERABILITY.** If any of the provisions of this Agreement are deemed to be unenforceable and the unenforceability of said provisions does not adversely affect the purpose and intent of this Agreement, in Buyer's sole discretion, the enforceability of the remaining provisions of this Agreement shall not be affected.

24. **SUCCESSORS IN INTEREST.** This Agreement shall bind and inure to the benefit of Seller and Buyer and their respective heirs, legal representatives and successors. Whenever used, the singular shall include the plural and one gender shall include all genders.

25. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations and understandings of the parties. No supplement, modification or amendment to this Agreement shall be binding unless executed in writing by the parties. Notwithstanding the foregoing, the parties acknowledge that the legal description contained in Exhibit "A" was prepared based upon historic chain of title information, without the benefit of a current survey of the Property. The parties agree that if, in the opinion of DSL, it becomes necessary to amend the legal description of the Property to correct errors, to more properly describe the Property, to cut out portions of the Property affected by title defects unacceptable to Buyer or which cannot be timely cured by the Seller, or to otherwise revise the legal description of the Property, the legal description to be used in the Survey (if any) and in the closing instruments required by this Agreement shall be revised by or at the direction of DSL, and shall be subject to the final approval of DSL. Anything to the contrary hereinabove notwithstanding, such a revision of the legal description of the Property shall not require a written amendment to this Agreement. In such event, the Seller's execution and delivery of the closing instruments containing the revised legal description and the Buyer's acceptance of said instruments and of the final Survey (if any) containing the revised legal description shall constitute a full and complete ratification and acceptance of the revised legal description of the Property by the parties. Seller acknowledges that the Trustees have made various delegations of power for the purpose of land acquisition, and not all representatives of the Trustees or the DSL have authority to act in all situations. Consequently, this Agreement may be terminated by the Trustees pursuant to any provision therefor contained in this Agreement only in writing signed by the person or persons who signed this Agreement on behalf of the Trustees or that person's successor.

26. **WAIVER.** Failure of Buyer to insist upon strict performance of any covenant or condition of this Agreement, or to exercise any right herein contained, shall not be construed as a waiver or relinquishment for the future of any such covenant, condition or right; but the same shall remain in full force and effect. Seller hereby waives its rights to any and all claims against Buyer or Monroe County associated with, or arising from ownership of, said lands and this waiver shall survive closing.

27. COUNTERPARTS. This Agreement may be executed in one or more counterparts, but all such counterparts, when duly executed, shall constitute one and the same Agreement.

28. ADDENDUM. Any addendum attached hereto that is signed by the parties shall be deemed a part of this Agreement.

29. NOTICE. Whenever either party desires or is required to give notice unto the other, it must be given by written notice, and either delivered personally, transmitted via facsimile transmission, mailed postage prepaid, or sent by overnight courier to the appropriate address indicated on the first page of this Agreement, or such other address as is designated in writing by a party to this Agreement.

30. CERTIFICATION REGARDING TERRORISM. Seller hereby certifies that to the best of Seller's knowledge, after making all appropriate inquiries, Seller is in compliance with, and shall use all funds derived from the sale of the Property in compliance with all applicable anti-terrorism laws, regulations, rules and executive orders, including but not limited to, the USA Patriot Act of 2001, 18 U.S.C. sections 2339A-C, and U.S. Presidential Executive Orders 12947 and 13224.

31. SURVIVAL. The covenants, warranties, representations, indemnities and undertakings of Seller set forth in this Agreement shall survive the closing, the delivery and recording of the deed described in paragraph 9 of this Agreement and Buyer's possession of the Property.

IF THIS AGREEMENT IS NOT EXECUTED BY THE SELLER, ON OR BEFORE **MARCH 31, 2023**, BUYER SHALL BE UNDER NO OBLIGATION TO ACCEPT THIS AGREEMENT. BUYER'S EXECUTION OF THIS AGREEMENT IS SUBJECT TO APPROVAL BY THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA. THE EXERCISE OF THE OPTION PROVIDED FOR HEREIN IS SUBJECT TO: (1) CONFIRMATION THAT THE PURCHASE PRICE IS NOT IN EXCESS OF THE DSL APPROVED VALUE OF THE PROPERTY, AND (2) DSL APPROVAL OF ALL DOCUMENTS TO BE FURNISHED HEREUNDER. THE STATE OF FLORIDA'S PERFORMANCE AND OBLIGATION TO PAY UNDER THIS AGREEMENT IS CONTINGENT UPON AN ANNUAL APPROPRIATION BY THE LEGISLATURE AND UPON THE FUNDING OF THE APPROPRIATION THROUGH THE ISSUANCE OF FLORIDA FOREVER BONDS BY THE STATE OF FLORIDA OR OTHER FUNDING AS PROVIDED BY THE LEGISLATURE.

THIS IS INTENDED TO BE A LEGALLY BINDING AGREEMENT WHEN DULY EXECUTED. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

SELLER  
MONROE COUNTY COMPREHENSIVE PLAN LAND  
AUTHORITY, a land authority under section 380.0663 (1),  
Florida Statutes, and Monroe County Ordinance Number 031-  
1986

\_\_\_\_\_  
Witness as to Seller

\_\_\_\_\_  
David P. Rice, Chairman

\_\_\_\_\_  
Witness as to Seller

\_\_\_\_\_  
Date signed by Seller

Phone No. \_\_\_\_\_  
8 a.m. – 5 p.m.

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by David P. Rice, Chairman of Monroe County Comprehensive Plan Land Authority. Such person(s) (Notary Public must check applicable box):

- is/are personally known to me.
- produced a current driver license(s).
- produced \_\_\_\_\_ as identification.

(NOTARY PUBLIC SEAL)

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

\_\_\_\_\_  
(Printed, Typed or Stamped Name of  
Notary Public)

Commission No.: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

BUYER

BOARD OF TRUSTEES OF THE INTERNAL  
IMPROVEMENT TRUST FUND OF THE STATE  
OF FLORIDA

BY DIVISION OF STATE LANDS OF THE  
FLORIDA DEPARTMENT OF ENVIRONMENTAL  
PROTECTION

\_\_\_\_\_  
Witness as to Buyer

BY: \_\_\_\_\_  
Callie DeHaven, Director

\_\_\_\_\_  
Witness as to Buyer

\_\_\_\_\_  
Date signed by Buyer

Approved as to Form and Legality

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

Date: \_\_\_\_\_

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by Callie DeHaven, Director, Division of State Lands, the State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. She is personally known to me.

(NOTARY PUBLIC SEAL)

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

\_\_\_\_\_  
(Printed, Typed or Stamped Name of  
Notary Public)

Commission No.: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

## **EXHIBIT "A"**

Lots 10, 11, 12, 14, and 15, Square 2, Ocean Heights, according to the map or plat thereof as recorded in Plat Book 1, Page 75, of the Public Records of Monroe County, Florida.

NOTE: This legal description is for appraisal purposes, there may be revisions based on a boundary survey and title commitment of the property.

**ADDENDUM**  
BENEFICIAL INTEREST AND DISCLOSURE AFFIDAVIT  
(OTHER)

Before me, the undersigned authority, personally appeared David P. Rice, ("affiant"), this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, who, first being duly sworn, deposes and says:

1) That affiant is the Chairman of Monroe County Comprehensive Plan Land Authority, a land authority under section 380.0663 (1), Florida Statutes, and Monroe County Ordinance Number 031-1986, as "Seller", whose address is 1200 Truman Avenue, Suite 207, Key West, Florida 33040, and in such capacity has personal knowledge of the matters set forth herein and has been duly authorized by Seller to make this affidavit on Seller's behalf. That Seller is the record owner of the Property. As required by Section 286.23, Florida Statutes, and subject to the penalties prescribed for perjury, the following is a list of every "person" (as defined in Section 1.01(3), Florida Statutes) holding 5% or more of the beneficial interest in the disclosing entity: (if more space is needed, attach separate sheet)

<u>Name</u>	<u>Address</u>	<u>Interest</u>
-------------	----------------	-----------------

Non-Applicable. Seller is a land authority under section 380.0663(1), Florida Statutes and Monroe County Ordinance Number 031-1986.

2) That to the best of the affiant's knowledge, all persons who have a financial interest in this real estate transaction or who have received or will receive real estate commissions, attorney's or consultant's fees or any other fees, costs, or other benefits incident to the sale of the Property are:

<u>Name</u>	<u>Address</u>	<u>Reason for Payment</u>	<u>Amount</u>
Gregory Oropeza Oropeza Stones and Cardenas, PLLC	221 Simonton Street Key West, FL 33040	Attorney's Fee	\$475.00

3) That, to the best of the affiant's knowledge, the following is a true history of all financial transactions (including any existing option or purchase agreement in favor of affiant) concerning the Property which have taken place or will take place during the last five years prior to the conveyance of title to the State of Florida: **(if non-applicable, please indicate “None” or “Non-Applicable”)**

<u>Name and Address of Parties Involved</u>	<u>Date</u>	<u>Type of Transaction</u>	<u>Amount of Transaction</u>
Alfred McCullough, Jr. and Beth Ann Wright and Robert T. Higham and David P. Higham	7/13/22	Sale to Monroe County Comprehensive Plan Land Authority 1200 Truman Avenue, Suite 207 Key West, FL 33040	\$125,000

This affidavit is given in compliance with the provisions of Sections 286.23, 375.031(1), and 380.08(2), Florida Statutes.

AND FURTHER AFFIANT SAYETH NOT.

AFFIANT

\_\_\_\_\_  
David P. Rice

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by David P. Rice. Such person(s) (Notary Public must check applicable box):

- is/are personally known to me.
- produced a current driver license(s).
- produced \_\_\_\_\_ as identification.

(NOTARY PUBLIC SEAL)

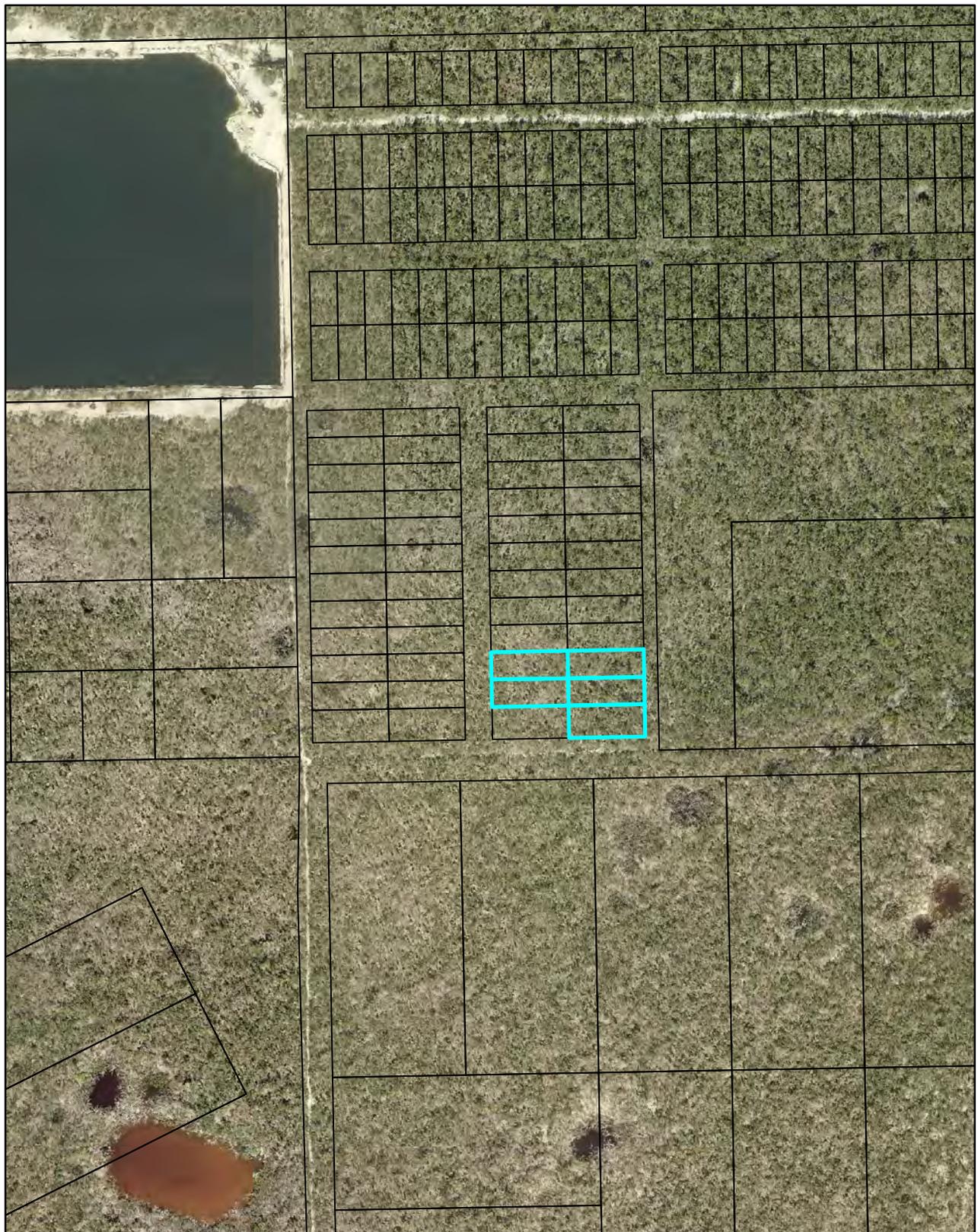
\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
(Printed, Typed or Stamped Name of Notary Public)

Commission No.: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**Aerial Photograph of Subject Property**  
**Block 2, Lots 10, 11, 12, 14, and 15, Ocean Heights**  
**No Name Key**



This page left intentionally blank



Stream Scene – Inside and online

KeysNews.com

# KEYS CITIZEN

Many Islands One Voice

Check out this week's Paradise — Inside and online **\$2.00**

Wednesday

January 11, 2023 • Vol. 147 No. 7 • 24 pages

## FAST ACTION

### Pair face felony lobster charges

#### FWC discovers 351 undersized tails on vessel

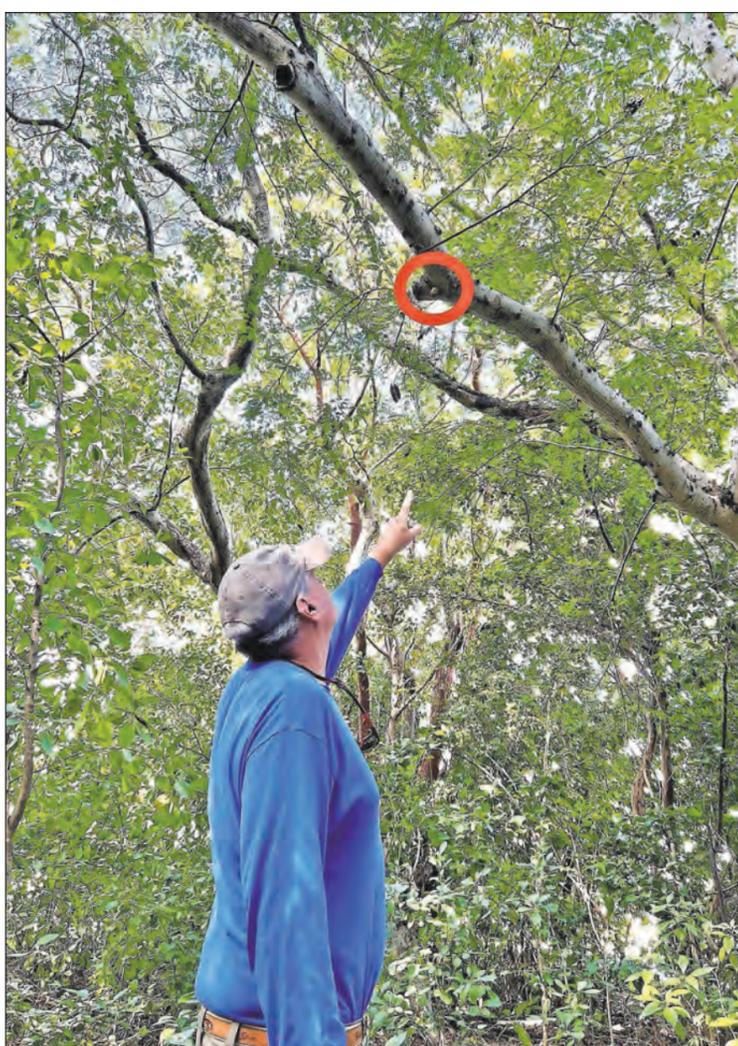
BY TIMOTHY O'HARA  
Keys Citizen

Florida Fish and Wildlife Conservation Commission officers arrested a Key West fisherman and his mate on felony criminal charges after officers reportedly found 402 wrung spiny lobster tails on their vessel, with 351 of the tails being undersized.

Wrung tails are ones that have already had the heads and upper bodies removed. Generally, commercial vessels have to keep the lobsters whole until they are brought to the dock.

FWC officers arrested commercial fishing captain Maykel Ramos Garcia, 43, of Key West, and crew member Dennys Jesus Ramos Rivero, 23, on misdemeanor and felony marine resource charges. Garcia operates the commercial fishing vessel Mar Azul. The vessel was returning from the Marquesas with the

See **LOBSTER**, Page 7A



Photos by Kristen Livengood/Monroe County

Assistant Land Steward Jim Duquesnel points out an imperiled Florida Banded Tree Snail in a Key Largo Land Authority-owned hardwood hammock.



Florida Banded Tree Snail shells in comparison to other snails found in the Florida Keys.

### Land Authority purchase protects endangered snail

BY TIMOTHY O'HARA  
Keys Citizen

A recent purchase of environmentally sensitive land by the Monroe County Land Authority has helped protect one of the Florida Keys smallest, and slowest, endangered species.

Late last year, the Monroe County Land Authority purchased almost an acre of coveted hardwood hammock habitat in front of the Tradewinds Shopping Center in Key Largo. Upon inspection of the site, Assistant Land Steward Jim Duquesnel discovered just how special this particular piece is when he found nearly two dozen live Florida Banded tree snails, according to County spokeswoman Kristen Livengood.

Monroe County Commissioner Holly



Shutterstock

**Florida Banded Tree Snail has been under attack by the New Guinea flatworm, an invasive predator of snails.**

Merrill Raschein, who had encouraged the original acquisition, acknowledged the importance of such land authority purchases.

"The Land Authority acquiring this property shows the importance of this program," said Merrill Raschein. "Not only did we protect this area in perpetuity, but we also found it is a habitat for native local snails."

See **SNAIL**, Page 7A

## Key West City Manager finalists

### Abraham Conn

BY TED LUND  
Special to The Citizen

The Mercer Group Florida recently released its list of nine finalists to replace retiring Key West City Manager Patti McLaughlin. Search committee members are expected to give their recommendations by mid-January. Mercer did not rank the applicants and only listed them alphabetically. The Keys Citizen is providing a preview of each of the candidates and their qualifications.

Sugarloaf's retired U.S. Army Col. Abraham Conn is the sixth of nine finalists chosen by the Mercer Group Florida for consideration as the Southernmost City's new manager.

Conn, the husband of Monroe County School Board member Mindy Conn, most recently served as a Senior Special Agent for the U.S. Drug Enforcement Administration. Before that, he served in the U.S. Army since 1987. While in the Army, Conn served in various positions, ending up as colonel in command of the 93Qlh Army Liaison Team assigned to the Combined Joint Task Force (CJTF) Afghanistan. In that role, he briefed three United States presidents on counter-drug policy and Afghan operations.



Conn

See **CONN**, Page 7A

### Brian Geoghegan

BY TED LUND  
Special to The Citizen

The seventh finalist for City Manager, Brian Geoghegan, was formerly the Township Manager of Howell Township, New Jersey — a 61-square mile town with a population of more than 50,000 residents. The township has been a steadily growing bedroom community of New York City in the New York metropolitan area.

During his tenure from 2017-22, Geoghegan oversaw a \$55 million operating budget and a \$7.2 million sewer utility budget.

However, he lost his position in May 2022 after the mayor and Township Council began termination proceedings for exceeding the use of the contractual paid time off (PTO) portion of

his employment agreement. The Mercer Group covered Geoghegan's termination in its internet research, but he did not address the issue in his application.

"I was able to negotiate a resolution to our Affordable Housing obligation," Geoghegan wrote to search committee members. "During my tenure as a Manager and previously as Assistant Administrator, I initiated several new programs that lend themselves to cost savings, efficient operations through inter-local agreements, and initiatives



Geoghegan

See **GEOGHEGAN**, Page 7A

#### CAYO CONCH



"And I thought I was the smallest, and slowest, endangered species!"



#### IMPORTANT MESSAGE TO OUR READERS

There have been numerous changes recently at The Citizen, starting with the masthead of the newspaper. We're now the "Keys Citizen," which reflects our commitment to bringing you, our readers, the most up-to-date news and information from throughout the Florida Keys, from Key West to Key Largo.

We've been adding content to various sections of the newspaper, and we've expanded our Paradise coverage to include events, personalities and venues from up and down the Keys.

Behind the scenes, our Circulation Department has been working to ensure proper delivery and has employed the U.S. Postal

Service, which promises same-day delivery throughout the Keys.

The Keys Citizen remains a five-days-a-week publication; three of those days — Wednesday, Friday and Saturday — are available both in print and electronic edition, while Tuesday and Thursday publications are e-edition only.

To access your digital version of each day's Keys Citizen, visit <http://www.keysnews.com> and click on e-Editions beneath the nameplate. Subscribers can also access breaking news on the Keys Citizen's Facebook page and sign up for news alerts on Twitter.

For information, call 305-292-7777.

#### ON THE RADIO



News: 7:30, 8:30 a.m., noon, 5 & 6 p.m.  
Evening Edition 5-5:30 p.m.

Keith Dunning, Deputy Federal Coordinating Officer for Disaster Recovery for FEMA will explain the agency's operations to News Director Joe Moore and Chuck Thomas.

- Also on Morning Magazine,
- Louis Gonzalez, Marathon Mayor
  - Liz Young, Arts Council Director
  - Rick Ramsay, Monroe County Sheriff
  - Judd Wise, Key West High School
  - Roman Gastesi, Monroe County Administrator
  - Theresa Axford, Monroe County Schools Superintendent
  - Patti McLaughlin, Key West City Manager
- On Evening Edition, host Ron Saunders talks with Dr. John Norris

INDEX: CLASSIFIEDS - 5-8B COMICS - 4B CROSSWORDS - 7B KEYS HISTORY - 2A OPINION - 4A PARADISE - 1C SPORTS - 1B



Christina Kemp Sawyer, MD

## CONVENIENT PRIMARY CARE IN KEY WEST

VISIT **MSMC.COM**  
OR CALL **305.674.CARE**  
**Mount Sinai**  
KEY WEST

## FROM PAGE 1A

## Conn

FROM PAGE 1A

"I have 30 years of senior executive leadership experience with the military and, concurrently, 26 years of senior leadership experience with the Drug Enforcement Administration." Conn told the search committee. "As Mayor and Commissioners, you can be confident that you are hiring an individual with the skills and experience necessary to lead the City of Key West as it continues to grow and thrive."

Conn said his vast experience working in diverse settings from the local to international levels had prepared him to get the mayor, city commissioners and staff working along with business and community member input to move the City of Key West forward into a

bright future.

"I am passionate about government, our city, and its ability to improve the quality of life for residents," said Conn. "I have a record of success in leading complex organizations and working collaboratively with a variety of stakeholders."

Conn also cited his experience in financial management, budgeting and negotiation with all levels of leadership as pluses.

Like other finalists, Conn said he is committed to transparency in his administration.

"I am committed to transparency and accountability in city government, and I am excited to be a part of the City of Key West team," said Conn. "I believe that city residents have a right to know what their government is doing, and I am always willing to listen to their concerns and take their

feedback into account."

He said that he is committed to building strong relationships with city residents, staff and leadership.

"We will work collaboratively to make our city a better place to live."

With regard to his 30/60/90-day plans, Conn said his first order of business would be meeting with current City Manager Patti McLaughlin regarding the current status of any ongoing issues and problems and upcoming agenda items. He would also discuss the current vision, additions and improvements in regard to what has been successful, such as the Evergreen analysis, internal newsletter, suggestion box and morale boosters like the holiday party and an employee picnic.

He also highlighted progress with workforce housing, Duval

Street, White Street Pier and Mallory Square improvement projects as important.

At that point, he would begin meetings with the mayor, each commissioner and department heads regarding wants, needs and future vision. From those meetings, he would create a Top 10 list of priorities.

He said he would also continue to meet regularly with the current city manager, assistant city manager and begin to focus on meeting with the department heads, as well as start to identify areas in the budget where there is room for improved streamlining for better fiscal management.

At the 60-day point, Conn would begin reviewing the current City of Key West Comprehensive Plan to ensure that the character density, intensity and location of all land use provide a sound plan

for careful growth and development to achieve a good balance of natural, physical and economic environment to enhance the quality of life for all residents of Key West.

He would also begin reviewing several areas, including public, transportation needs and services, current infrastructure projects, the evacuation and mobilization plan with local federal and state agencies and commercial categories and uses in regard to strictly residential, mixed-use and commercial-use areas.

At the three-month mark, Conn said he'd continue building on the 60-day goals while also continuing to keep in mind the city's desire to promote its historic character, preservation of its unique residential neighborhoods.

Next, Conn would begin a review of meetings with

departments to promote economic development in order to provide new employment opportunities and create sustainability, and affordable housing projects while developing a plan for improving low-income housing. He would also begin encouraging and maintaining a positive business climate.

"In the next two years, the City Commission will lose the veteran leadership it has had with esteemed Commissioners Weekly, Wardlow and Lopez, as they term out," wrote Conn. "While I will reach out to them for their institutional knowledge, I believe it will be important to have a City Manager in place with the ties, knowledge and friendships garnered over many years of living in the Keys. Those friendships, relationships and knowledge will help me to keep our city moving forward into the next era."

## Geoghegan

FROM PAGE 1A

that mutually benefit the municipality's coffers and our local businesses, even terminating Shared Service Agreements after determining they were no longer cost-effective."

Geoghegan said he guided the township's recovery through the aftermath of Hurricane Sandy and, most recently, during the COVID pandemic.

"Those experiences led to an increase in recovered funding through managing extensive insurance claims and FEMA reimbursements," Geoghegan said.

From 1994-2014, the retired police officer was the Traffic Bureau Supervisor for the Jackson Township, New Jersey, Police Department. He holds a bachelor's degree in Administration of Justice from the University of Phoenix and a master's degree in

Administrative Science from Fairleigh Dickinson. He has also earned professional certificates in Supervisory Management and Global Leadership Administration Administrative Science and is a Certified Public Manager and Mobile Intensive Care Paramedic.

"Based upon the needs of the City of Key West, I bring extensive experience in general public administration," said Geoghegan. "And all facets of emergency services and working in a resort area."

He said he also has experience in finance and labor relations, as well as navigating the FEMA disaster recovery process.

"I have served as an elected Fire Commissioner in Toms River (NJ) and implemented cost savings that reduced our overall budget by 10% in one year without any reduction in services.

"Furthermore, I volunteer for a non-profit by serving on the Board of Directors of Silverton

Emergency Medical Services."

For his 30-day goals, Geoghegan said he envisions multiple one-on-one meetings, including with the city commissioners, to learn their policies, goals, concerns and expectations of the new city manager.

"Additionally, I would request that they arrange to meet with any of their representative constituents, various civic organizations and local business owners to assist in arranging 'meet and greet' events," said Geoghegan. "The public needs

to have faith in their local government. Meeting senior members of staff helps reach that goal. I would visit the various areas of the city and the businesses at varied hours to identify peak hours and potential issues. 'Windshield Tours' would be requested from the Police Chief and Public Works Director to begin learning the city and identifying any potential problem areas."

He said the first 30 days would involve a lot of walking

around.

"I feel an important attribute of a manager is 'management by walking around,'" he wrote. Equal to being seen around the city and at city events, routinely walking around City Hall and visiting with employees in their workspace is vitally important to observe the work traits of staff.

"Employees should feel valued for their work and their efforts. I find they will give the extra effort when they feel valued."

During his first 60 days, Geoghegan said he would begin compiling information obtained in his first few weeks, setting priorities and creating a plan of action that would start to take shape.

"Certain benchmarks and timelines would be identified in coordination with the City Commission," he said. "As I become more comfortable with 'how Key West functions,' I would begin to discuss alternatives based on my experiences

and education. I would also begin meeting with other local government entities to discuss opportunities for sharing government services."

At the same time, Geoghegan said he would dive deeper into the city's operating and capital budgets, exploring areas for cost savings.

At 90 days, he said he felt creating a succession plan was critical.

"That is something most local government entities do not have," he wrote. "Departments should have a clear table of organization, up to and including the City Manager."

He said the change would start to be noticeable at this point, with issues identified and a plan in place for those subjects that couldn't be quickly addressed.

That is also when Geoghegan said he would start working on the following year's budget.

"My experience has told me that most Government Budgets can be reduced with little effort.

Areas considered 'discretionary spending' can most often be tightened up when actual numbers are planned versus the hypothetical or falsely inflated.

Debt service can be reviewed to see if there is an opportunity for savings through potential refinancing or potentially accelerating payments if possible. Department heads will begin to implement a 'zero-based budgeting' model."

Geoghegan said he had identified several issues while researching Key West, including the affordable workforce housing crisis and sea-level rise.

"I have had experience with both issues," he wrote. "First, I successfully negotiated with developers to include a 30% set-aside for affordable housing. Additionally, having worked in resort communities, first as a police officer, then as Town Administrator, I was able to work with engineers toward developing a plan to mitigate the impact of sea-level rise."

## Snail

FROM PAGE 1A

This snail species has been under attack since the introduction of the New Guinea flatworm, an invasive predator of snails, in the mid-2010s. As a result, the snail is currently part of the state of Florida's Imperiled Species Management Plan.

Raschein asked Land Authority staff to work on the purchase at the request of the Island of Key Largo Federation of Homeowners Association. The association conducted

many cleanups of this parcel in the past and believed Land Authority ownership would help manage the site and ensure the long-term protection of this vital habitat, according to Livelihood.

"The Land Authority Advisory Committee ranks priority parcels for purchase, and this property ended up being one that ranked well enough to acquire given its environmental importance," said Linda Grist Cunningham, chair of the committee.

The Florida tree snail can reach a length of 2 to 3 inches, according to the Florida Fish

and Wildlife Conservation Commission. This species is multicolored, with colors ranging from white to almost black. The shell is wrapped in spirals of emerald green, chestnut, orange, yellow, or pink. All together, there have been more than 50 color varieties named.

The diet of the Florida tree snail primarily consists of lichens, fungi, and algae scraped from smooth-barked trees, according to the FWC. Florida tree snails are hermaphrodites — they have both male and female sex organs. Sexual maturity is generally reached at 2-3 years of age. Mating occurs

during late summer rains. They lay pea-sized eggs in nests placed at the base of trees. The eggs lie in the nest until the next rainy season, when the young hatch and crawl up the tree. Young tree snails are known as buttons, according to the FWC.

The Florida tree snail inhabits tropical hardwood hammocks in extreme southern mainland Florida, and in the Florida Keys. Outside of Florida, the species is found in Cuba, including both the main island and the Isle of Youth, according to the FWC.

The main threat to the Florida tree snail is the loss of

habitat. Its habitat selection is extremely specific, as the species prefers smooth, barked trees in tropical hardwood hammocks. This species' specific habitat need puts it at risk because of the limited amount of available tropical hardwood hammock habitat. Florida tree snails also face the threat of fire ants, which have been known

to kill tree snails during their times of hibernation. Tree snails in the Lower Keys face the danger of hurricane storm surge and sea level rise, according to the FWC.

For information on the Monroe County Land Authority, visit [www.monroecounty-fl.gov/landauthority](http://www.monroecounty-fl.gov/landauthority).

[tohara@keysnews.com](mailto:tohara@keysnews.com)

## Lobster

FROM PAGE 1A

illegal catch when the crew was arrested, according to the FWC.

On Thursday, Jan. 5, FWC officers conducted a resource inspection on a commercial vessel returning late at night through Niles Channel in the Summerland Key. A marked FWC vessel occupied by Lt. Roy Payne, Lt. Brian Sapp and officer Ben Carpenter stopped the commercial vessel before it docked and conducted a resource inspection, according to the FWC.

Once onboard, officers discovered 402 wrung spiny lobster tails in a black plastic bag in one of the commercial vessel's freezers, according to the FWC. The vessel was ordered to the dock at Summerland Point, where FWC officers Daniel Jones and Matt Williams were stationed. They assisted with the resource inspection and help sort through evidence. Officer Austin Cobb was off duty when he was notified of the stop and came out to assist as well.

Once the illegal catch was separated and measured, officers counted 351 out of the 402 wrung tails as being undersized. The illegal catch was taken into evidence, according to the FWC.

The two-man crew of the Mar Azul was arrested and taken to the jail on Stock Island.

"The officers who conducted this inspection deserve a lot of credit for their actions," FWC Capt. David Dipre said. "Officers Carpenter, Jones, Cobb and Williams and



Photo provided by FWC

**Florida Fish and Wildlife Conservation Commission Officer Ben Carpenter, left, and Lt. Brian Sapp are seen with more than 400 lobsters confiscated on January 5. The Mar Azul commercial fishing boat was returning from the Marquesas when stopped by FWC officers in Niles Channel.**

Lieutenant Payne and Lieutenant Sapp are to be commended for their diligence and commitment to protecting the important resources we have down here in the Keys. I'm very proud of them and their work."

A federal permit is required to possess wrung tails in or on state waters. The commercial vessel Mar Azul did not have the required federal permit to possess wrung tails.

Commercial spiny lobster fishery is the most lucrative fishery in the Florida Keys and one of the most lucrative fisheries in the state, generating more than \$35 million a year directly in sales from commercial fishermen.

"We appreciate the incredible work our law enforcement officers do to protect our vital marine resources and ensure our lobster fishery is strong and healthy well into the future," said Marine Fisheries Management Director Jessica McCawley.

Visit <http://www.myfwc.com/fishing/saltwater/commercial/spiny-lobster/> for commercial regulations pertaining to spiny lobster.

Also on Jan. 5, FWC Investigator Chris Mattson was on federal water patrol in the area of Elbow Reef Sanctuary Preservation Area (SPA) in the Upper Keys, when he observed a recreational vessel inside the SPA idling, according to FWC spokesman Jason Rafter. The recreational vessel was displaying a dive flag, and Mattson observed the vessel pick up three spear-fishermen from the water.

Mattson approached the vessel and identified himself as FWC law enforcement. He then interviewed all subjects and discovered a speared undersized red grouper and a speared undersized hogfish, Rafter said. Diver Arnaldo Avila Hidalgo, 47, of Miami, admitted that he had speared the red grouper and the hogfish, Rafter said.

FWC officers charged Hidalgo with state resource violations for out-of-season red grouper, undersize red grouper and possession of hogfish in closed season and possession of undersize hogfish, Rafter said. The other three spear-fishermen were all issued federal citations for spearfishing in the SPA, Rafter said.

[tohara@keysnews.com](mailto:tohara@keysnews.com)

## NOTICE OF MEETING

Advisory Screening Committee for the City Attorney Search  
Tuesday, January 17, 2023 at 5:00 P.M.  
1300 White Street, City Hall, Commission Chambers

You may attend/participate via Zoom by telephoning 1 305 224 1968, Meeting ID: 836 4238 7254, Passcode 808242 or online at: <https://cityofkeywest-fl.gov.zoom.us/j/83642387254> Passcode 808242

Members of the Key West City Commission may be in attendance at this meeting. ADA Assistance: It is the policy of the City of Key West to comply with all requirements of the Americans with Disabilities Act (ADA). Please call the TTY number at 800-955-8771 or 800-955-8770 (Voice) or the ADA Coordinator at 305-809-3811 at least five business days in advance for sign language interpreters, assistive listening devices, or materials in accessible format.

Publish Wednesday, January 11, 2023

adno=3875261-1

## The Supervisor of Elections office in Marathon &amp; Key Largo are accepting applications for employment.

Successful applicant must:

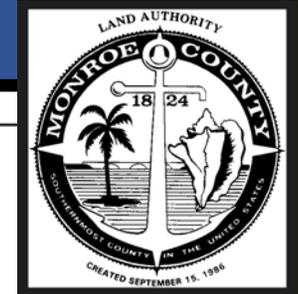
1. Be able to pass FDLE background check.
2. Sign a loyalty oath required by law.
3. Provide excellent customer service. Excellent interpersonal communication is required for working with the public in a responsive, courteous, and professional manner.
4. Possess basic computer knowledge and be proficient in data entry.
5. Be capable to carry/lift voting equipment and boxes weighing approximately 40 pounds.
6. Be able to maintain a working knowledge of elections laws, rules, opinions, and office policy.
7. Maintain a working knowledge of the services we provide and become familiar with services other county offices provide in and away from our office building.
8. Work well with others, develop, and maintain a mature, professional teamwork relationship with the ability to perform in a flexible work environment.
9. Commit to continuous learning.
10. Be able to perform in an environment of constant change.
11. Be able to present oral and written reports clearly and concisely.
12. Be able to exercise considerable independent initiative and sound judgment in completing day-to-day assignments and activities to support operations.
13. Be available to work weekends and after hours, sometimes with little notice.

Call or Email for an application.

Supervisor of Elections Contact information:  
Phone (305) 292-3416  
Email: [info@keys-elections.org](mailto:info@keys-elections.org)

adno=3875244-1

# MONROE COUNTY LAND AUTHORITY



## All Projects By Type FY 1988 - FY 2021

Project Type	<u>Transactions</u>	<u>Parcels</u>	<u>Acres</u>	<u>Units</u>	MCLA
					<u>Expenditures</u>
Conservation	1,643	4,306	3,910	0	\$47,422,839
Density Reduction - FS	20	23	4	0	\$0
Density Reduction - LTF	61	75	10	0	\$0
Affordable Housing	76	155	110	1,302	\$50,572,616
Recreation	29	154	125	0	\$6,770,324
Solid Waste	1	4	74	0	\$2,212,500
<b>Total</b>	<b>1,830</b>	<b>4,717</b>	<b>4,233</b>	<b>1,302</b>	<b>\$106,978,279</b>

**Monroe County Land Authority Revenue - 10 Years of Historic Data**

Year	Park Surcharges	Key West TIMP	Florida Keys TIMP	Sales to DEP
2012	\$463,268	\$1,842,783	\$1,301,273	\$0
2013	\$491,258	\$1,968,798	\$1,430,255	\$0
2014	\$536,478	\$2,168,785	\$1,650,640	\$0
2015	\$600,559	\$2,396,704	\$1,900,434	\$0
2016	\$599,496	\$2,562,952	\$2,016,206	\$0
2017	\$544,488	\$2,482,974	\$2,081,999	\$0
2018	\$330,394	\$2,413,497	\$1,681,863	\$0
2019	\$452,333	\$2,690,797	\$2,290,491	\$0
2020	\$324,062	\$2,078,894	\$1,933,069	\$0
2021	\$445,470	\$3,278,739	\$3,787,030	\$0
2022	\$493,257	\$4,142,368	\$4,493,321	\$677,509

END OF FISCAL YEAR - 2022



### Monroe County Land Authority Expenditures - 10 Years Historic Data

	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
<b>Key West</b>	\$0	\$0	\$0	\$0	\$12,214,380	\$682,876	\$0	\$0	\$2,000,000	\$0	\$4,507,916
<b>Florida Keys</b>	\$2,383,163	\$155,746	\$2,436,448	\$1,814,447	\$2,500,629	\$2,498,075	\$2,303,748	\$2,624,203	\$2,764,616	\$637,173	\$5,550,471
<b>ROGO Reserve</b>	\$34,141	\$0	\$0	\$0	\$0	\$2,000	\$0	\$539,370	\$0	\$175,304	\$0



**Conservation Land Acquisition Projects  
FY 1988 - FY 2021**

<u>Location</u>	<u>Parcels</u>	<u>Acres</u>
Key Largo <sup>1</sup>	1,256	895
Plantation Key	41	248
Wilson Key / Cotton Key	2	53
Upper Matecumbe Key	15	82
Lower Matecumbe Key	2	26
Long Key	4	4
Channel Key	2	12
Duck Key	101	19
Grassy Key	63	10
Crawl Key	64	26
Fat Deer Key	14	9
Key Vaca	3	9
No Name Key	198	91
Big Pine Key	927	269
Little Torch Key	225	53
Middle Torch Key	17	400
Big Torch Key	637	156
Ramrod Key	206	136
Summerland Key <sup>2</sup>	131	207
Cudjoe Key	236	130
Park Key	3	27
Sugarloaf Key	143	864
Saddlebunch Key	9	89
Key West	7	95
<b>Total</b>	<b>4,306</b>	<b>3,910</b>

<sup>1</sup>Including Palo Alto Keys, Rattlesnake Key, Rodriquez Key, Dove Key, and Tavernier Key

<sup>2</sup>Including Wahoo Key

**Total Spent  
\$47,422,839**

**Outside Key West - General Acquisitions**

FY 22 Revenues for general acquisitions	
FL Keys ACSC	\$8,596,341
<b>FY 22 Expenditures to date</b> (\$5,550,471)	
Stongle Trujillo Trust/Sugarloaf Key	(\$13,111)
Messera/Selman/Cutthroat Harbor Estates	(\$607,080)
Smith/Hazen/Green/Eden Pines Colony 3rd Add.	(\$31,158)
Hi-Land Properties/Largo City	(\$81,446)
HFHK/WLK/Cudjoe Acres	(\$21,532)
Mongelli/Perez	(\$51,260)
Hansen/Paradise Point Addition	(\$888)
Opland/Little Torch Key	(\$29,311)
Carbonell/No Name Key	(\$100,542)
Barbier/Doctors Arm	(\$51,260)
Koleda/Southern Pines, Kinercha, Sands	(\$1,218,331)
Palermo/Bay Point Amended Plat	(\$506,373)
Tom Ryan Inc. (HFHLK)/Cudjoe Key	(\$403,000)
Epifano/Crains	(\$39,970)
Acker/Sugarloaf Key Acreage	(\$53,943)
Jattan/Rampersad/Sands	(\$52,010)
Graham/Summerland Estates Re-Sub No. 2	(\$35,181)
LaSelva/Rosario/Little Torch Key	(\$25,164)
Carawan/Hacker/Crains	(\$59,092)
Vero/Atlantic 2/Crains	(\$214,552)
Wagner/Largo City	(\$41,953)
Silva/Crains	(\$79,677)
Berne/Crains	(\$20,155)
Webber/Crains	(\$116,868)
McCullough/Ocean Heights	(\$128,681)
Morris/Amended Plat of The Ladies Acre	(\$311,043)
LaPointe/Ramrod Shores	(\$804)
Alessandrini/Palma Sola	(\$164,043)
DaCosta/Windward Beach Estates	(\$233,858)
Sea Air Holdings, LLC/Big Pine Key Acreage	(\$21,055)
Knowles/Southern Pines	(\$77,410)
Adams/Big Pine Key Acreage	(\$20,905)
Coto/Thompsons	(\$20,155)
Conch Republic Housing Alliance LLC/Sam-N-Joe	(\$664,620)
Pilafian/Harris Ocean Park Estates	(\$39,200)
Monroe County/Breezeswept Beach Estates	(\$744)
Walker Trust/Summerland Estates Re-Subdivision	(\$14,103)

FY22 Expenditures  
\$5,550,471



Malachite Butterfly



Florida Banded Tree Snails

STATE FISCAL YEAR	STATE PURCHASES FROM PRIVATE SELLERS	STATE PURCHASES OF PRE-ACQUIRED LAND FROM MCLA	TOTAL STATE PURCHASES
2017	\$0	\$0	\$0
2018	\$709,246	\$0	\$709,246
2019	\$2,037,381	\$0	\$2,037,381
2020	\$1,177,841	\$0	\$1,177,841
2021	\$695,492	\$0	\$695,492
2022	\$89,732	\$607,323	\$697,055
2023	\$100,755	\$1,416,967	\$1,517,722
<b>TOTAL</b>	<b>\$4,810,447</b>	<b>\$2,024,290</b>	<b>\$6,834,737</b>

Since the goal of DEP spending \$5 million annually under the Stewardship Bill has not been achieved by the State making direct purchases from private sellers, Land Authority and DEP staff have been working to establish a system where MCLA pre-acquires land in Florida Forever projects for resale to the State. As of December 31, 2022, this system has successfully resulted in the State purchasing \$2,024,290 of pre-acquired property from MCLA since 7/1/16.

• MCLA/Radenhausen/Port Pine Heights 2nd Addition – Closed	\$ 46,123
• MCLA/Messera Selman/Cutthroat Harbor Estates – Closed	\$ 561,200
• MCLA/Carbonell/No Name Key – Closed	\$ 103,555
• MCLA/Epifano/Crains – Closed	\$ 38,686
• MCLA/Jattan/Sands – Closed	\$ 50,752
• MCLA/Koleda/Southern Pines, Kinercha, Sands - Closed	\$ 957,331
• MCLA/Vero Atlantic 2/Crains - Closed	\$ 215,891
• MCLA/Ackert - Closed	<u>\$ 50,752</u>
	\$ 2,024,290

Outside Key West - MCLA Pre-Acquired to State of Florida		State of Florida Acquisitions	County FY, Not State FY
<b>FY 23 Revenue to date</b>	\$1,294,479	<b>FY 23 Revenues for acquisitions</b>	
Epifano/Crains	\$37,496	Florida Forever/Stewardship	\$5,000,000
JattanRampersad/Sands	\$49,496		
Koleda/Southern Pines, Kinercha, Sands	\$949,496		
VeroAtlantic2/Crains	\$208,496		
Ackert/Sugarloaf Key Acreage	\$49,496		
		<b>FY 23 Expenditures to date</b>	\$100,000
		Farrior/Grassy Key	\$100,000
		<b>FY 23 Encumbered/Under Contract</b>	\$0
<b>FY 23 Sales to DEP</b>	\$2,637,500		
* Alessandrini/Palma Sola	\$160,000		
* Morris/Little Torch Key Acreage	\$300,000		
* CarawanHacker/Crains	\$57,000		
* Wagner/Largo City	\$40,000		
* Adams/Big Pine Key	\$19,000		
* Coto/Thompsons	\$19,000		
* Silva/Crains	\$76,000		
* Pilafian/Harris Ocean Park Estates	\$38,000		
* McCullough/Ocean Heights	\$125,000		
* DaCosta/Windward Beach Estates	\$228,000		
* Sea Air Holdings, LLC/Big Pine Key (1 lot only)	\$19,000		
* Knowles/Southern Pines	\$76,000		
* Sierra/Palma Sola - <b>we did not close</b>	\$45,000		
* Pilafian/Key Largo Park	\$90,000		
* Garcia/Sugarloaf Key	\$94,000		
* Suarez/Big Pine Key, Inc.	\$230,000		
* Glidden/Pine Crest	\$50,000		
* HFHLK/Rocky Road - Sugarloaf Key	\$190,300		
* Murphy/Port Pine Heights Second Addition	\$50,000		
* Valle/Maggie and Mary	\$19,000		
* Specht/Palm Villa	\$50,000		
* Klimeck/Palm Villa	\$50,000		
* GersonStoler/Harbor Shores	\$50,000		
* Nail/Bay Haven Section 2	\$50,000		
* Barnes/Bay Haven Section 3	\$50,000		
* Quincoses/Amended Plat of Key Largo Park	\$90,000		
* HFHLK/Sugarloaf Acres Section 2	\$152,000		
* HFHLK/Cudjoe Acres	\$67,200		
* HFHLK/Hilda Subdivision	\$15,000		
* HFHLK/Rainbow Beach	\$19,000		
* HFHLK/Sugarloaf Townsite	\$25,000		
* Gil/Sugarloaf Key	\$94,000		
<b>FY 23 Potential Revenue</b>	\$2,637,500	<b>FY 23 Potential Balance</b>	\$0
*Estimated net proceeds from sale			

Items in yellow MCLA has purchased and is waiting for purchase contract from the State of Florida

**Affordable Housing Projects  
FY 1988 - FY 2021**

<u>Project</u>	<u>Location</u>	<u>Partner</u>	<u>Units</u>
21 and 23 North End Road	Key Largo	HFH-Upper Keys	2
24 North Marlin Avenue	Key Largo	HFH-Upper Keys	1
985 and 987 Valencia Road	Key Largo	HFH-Upper Keys	2
982 and 986 Gibraltar Road	Key Largo	HFH-Upper Keys	2
702 Sharon Place	Key Largo	HFH-Upper Keys	1
15 Rose Place	Key Largo	HFH-Upper Keys	1
Tradewinds Hammock Apts	Key Largo	FHFC/MRT/Heritage	66
Newport Village Apartments	Key Largo	MCHA	50
664 and 676 Sailfish Trail	Key Largo	HFH-Upper Keys	2
10 Fisherman's Trail	Key Largo	HFH-Upper Keys	1
Habitat at Mandalay	Key Largo	BOCC/HFH-Upper Keys	7
Blue Water Apartments	Tavernier	BOCC/FHFC/Gorman	36
Windley Point Condominium	Islamorada	Islamorada/HFH-Upper Keys	16
Wet Net Villas	Islamorada	Islamorada/FHFC/Gorman	36
Conch Trailer Court <sup>1</sup>	Conch Key	BOCC/FHFC/MCHA	7
31 S. Conch Avenue <sup>1</sup>	Conch Key	BOCC/FHFC/MCHA	3
243, 254, 264 Orange Avenue	Marathon	HFH-Middle Keys	3
Heron House	Marathon	US Fellowship of FL	16
400 123 <sup>rd</sup> Street Gulf	Marathon	HFH-Middle Keys	1
Seacrest Apartments	Marathon	MKCLT	14
8050 Bonito Drive	Marathon	BOCC/HFH-Middle Keys	1
1005 and 1007 W. 75 <sup>th</sup> Street	Marathon	BOCC/HFH-Middle Keys	2
Bell Haven	Marathon	Marathon/HFH-Middle Keys	11
773, 775, 801, 803 73 <sup>rd</sup> Street	Marathon	MKCLT	4
Sea Grape Apartments	Marathon	BOCC/FHFC/Carlisle	84
303 66 <sup>th</sup> Street Ocean	Marathon	BOCC/HFH-Middle Keys	1
818 51 <sup>st</sup> Street Gulf	Marathon	Marathon/HFH-Middle Keys	4
Tropic Isle Apartments	Marathon	FHFC/MCHA	23
31566 Avenue B <sup>2</sup>	Big Pine Key	BOCC/FHFC/MCHA	1
31481 Avenue C <sup>2</sup>	Big Pine Key	BOCC/FHFC/MCHA	1
Howard's Haven <sup>1</sup>	Big Pine Key	BOCC/FHFC/MCHA	10
31530 Avenue D	Big Pine Key	To Be Determined	1
31063 Avenue E <sup>2</sup>	Big Pine Key	BOCC/FHFC/MCHA	1
31235 Avenue E <sup>2</sup>	Big Pine Key	BOCC/FHFC/MCHA	1
31059 Avenue G <sup>2</sup>	Big Pine Key	BOCC/FHFC/MCHA	1
31067 Avenue G <sup>2</sup>	Big Pine Key	BOCC/FHFC/MCHA	1
31247 Avenue G <sup>2</sup>	Big Pine Key	BOCC/FHFC/MCHA	1
31423 Avenue G <sup>2</sup>	Big Pine Key	BOCC/FHFC/MCHA	1
31441 Avenue G <sup>2</sup>	Big Pine Key	BOCC/FHFC/MCHA	1
30 Sands Road <sup>2</sup>	Big Pine Key	BOCC/FHFC/MCHA	1
252 Sands Road "Tiny Home"	Big Pine Key	BOCC	1
30936 Nathalie Road	Big Pine Key	To Be Determined	1
301 County Road <sup>2</sup>	Big Pine Key	BOCC/FHFC/MCHA	1
Habitat Landing	Big Pine Key	HFH-Lower Keys	15
28279 Julia Avenue <sup>2</sup>	Little Torch Key	BOCC/FHFC/MCHA	1
27250 Brown Drive	Ramrod Key	HFH-Lower Keys	1
Moss Landing	Cudjoe Key	BOCC/HFH-Lower Keys	16
Bayside Landing	Big Coppitt Key	HFH-Lower Keys	18
Loewy Landing	Big Coppitt Key	BOCC/HFH-Lower Keys	10
310, 320, 330, 340 Avenue B	Big Coppitt Key	MCHA	4
Meridian West Apartments	Stock Island	FHFC/Carlisle	102
5530 Third Avenue	Stock Island	BOCC/HFH-Lower Keys	12
Bethel Housing Complex	Stock Island	MCHA	18

**Affordable Housing Projects  
FY 1988 - FY 2021  
(Continued)**

<u>Project</u>	<u>Location</u>	<u>Partner</u>	<u>Units</u>
Garden View Apartments	Stock Island	Key West/FHFC/KWHA	104
Roosevelt Gardens	Key West	KWHA	96
Poinciana Apartments	Key West	KWHA	144
2107-2109 Patterson Avenue	Key West	KWHA	3
1225-1227 Third Street	Key West	KWHA	3
Eisenhower Apartments	Key West	KWHA/HFH-Lower Keys	12
Peary Court	Key West	KWHA	208
1411 Albury Street	Key West	KWHA	2
817-820 Washington Street	Key West	KWHA	16
629 Caroline Street	Key West	KWHA	5
310 Truman Avenue	Key West	KWHA	1
309 and 309½ Julia Street	Key West	KWHA	9
307 Julia Street	Key West	KWHA	2
304 Truman Avenue	Key West	KWHA	1
227 Virginia Street	Key West	KWHA	1
222 Petronia Street	Key West	KWHA	1
209-213 Petronia Street	Key West	KWHA	3
1031 Howe Street	Key West	KWHA	1
Murray Senior Center	Key West	KWHA/FHFC	28
Sands Housing Complex	Key West	KWHA	44
<b>Total</b>			<b>Up to 1,302</b>

<sup>1</sup>Monroe County Scattered Site Project

<sup>2</sup>Lower Keys Scattered Site Project

**Total Spent  
\$50,572,616**

## Key West

**Garden View Apartments** – The City of Key West partnered with Key West Housing Authority (KWHHA) to build 103 units, utilizing Community Development Block Grant – Disaster (CDBG-DR) Florida Housing Finance Corporation (FHFC) funding, as well as funding from MCLA for affordable housing development. MCLA has contributed \$6,507,916. Completion is expected in Summer, 2023.



## Key West

**318 Fort Street** – 3.2 Acre Site in  
Bahama Village

Proposed to be:

28 ownership units (condos)

98 rental units

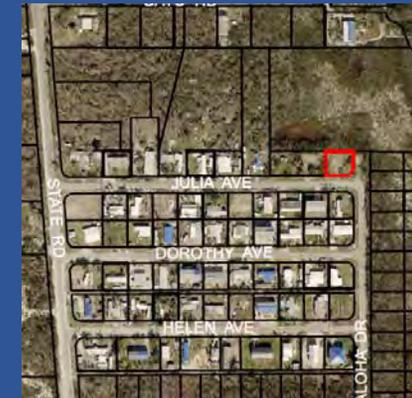
126 total units

Key West is working toward development of 3.2 acres in Bahama Village. They have requested \$4.8 Million of MCLA funding to go toward buying down the purchase price of homeownership units. We are still coordinating details and a deed restriction.

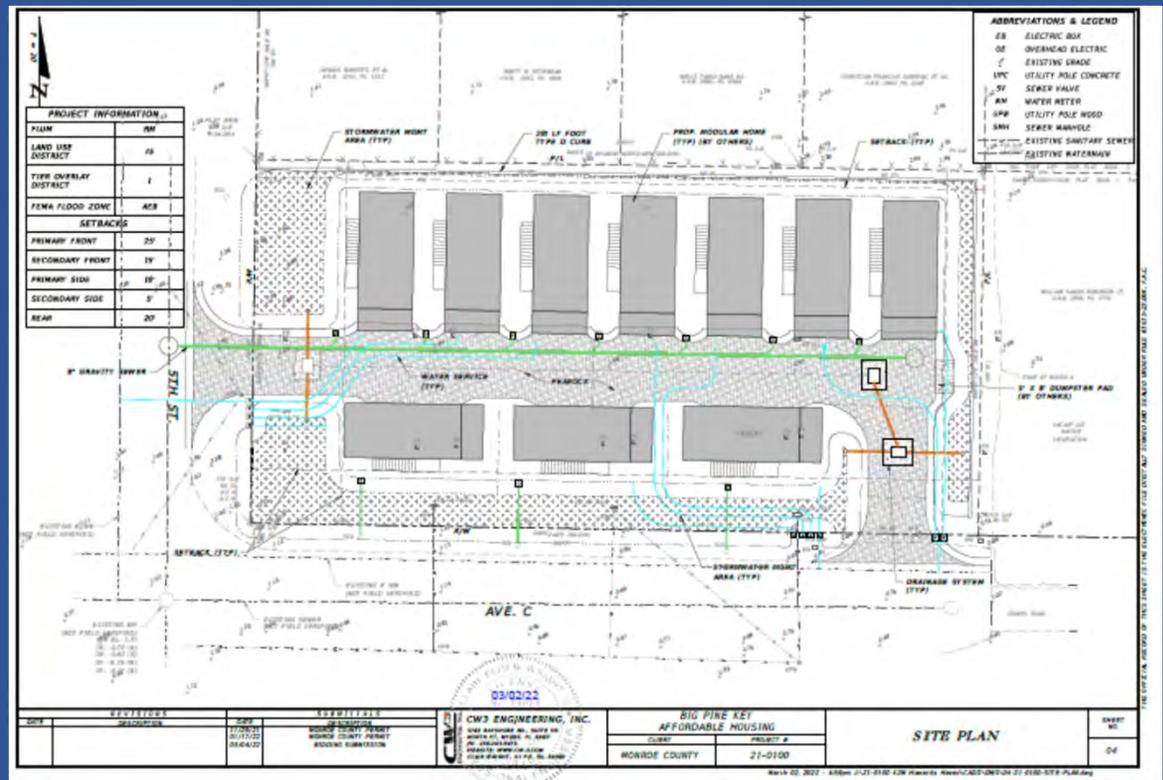


## Monroe County

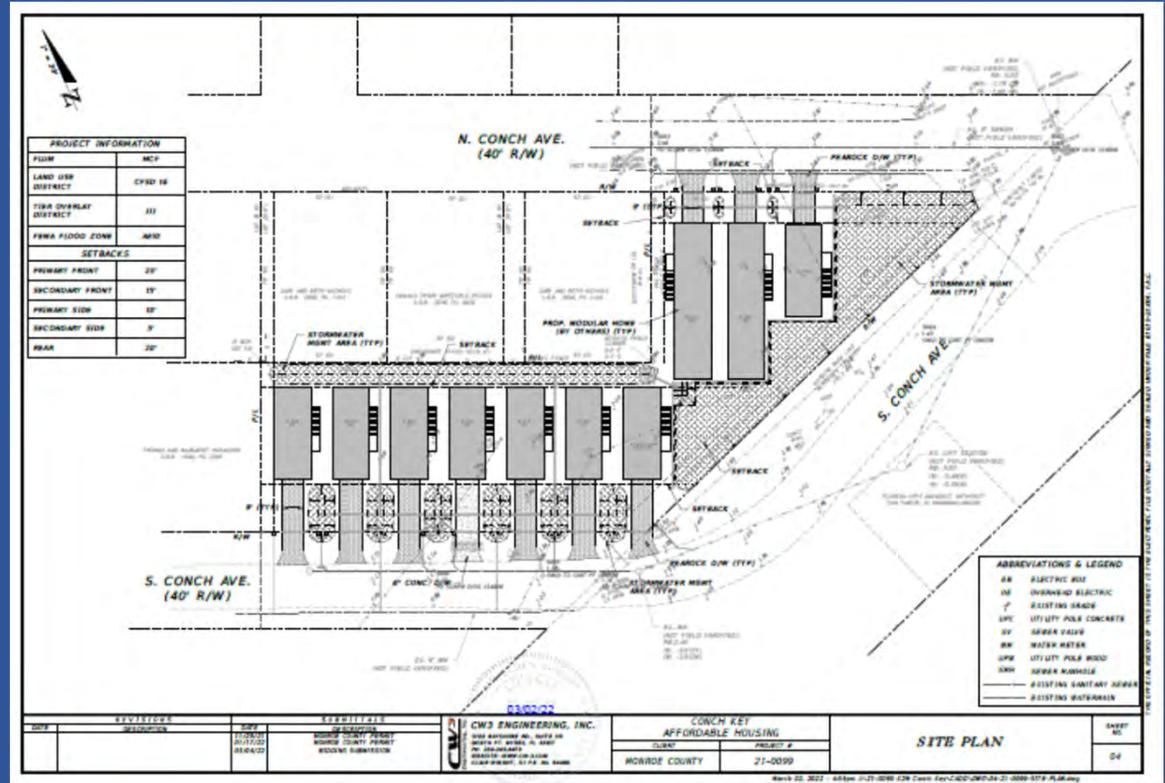
**12 Scattered Sites** – Monroe County Housing Authority (MCHA) partnered with Monroe County and MCLA purchased 12 scattered sites for \$1,353,989, primarily on Big Pine, with one site on Little Torch. MCHA applied for construction funding through Florida Housing Finance Corporation (FHFC) and it was approved for funding by the FHFC Board in August 2022 with an extension for closing granted in October 2022, which gives MCHA until March 5, 2023 to close on the grant funding. They are awaiting permits for the 12 sites.



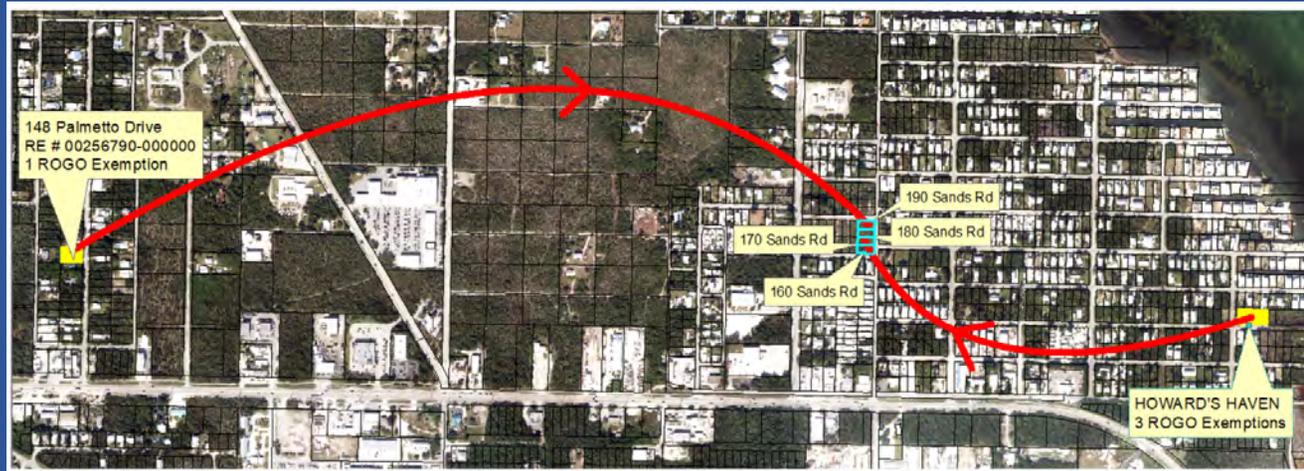
**Howards Haven Trailer Park Redevelopment** – 10 Units - Monroe County partnered with MCLA and MCLA provided \$856,154 in funding for Monroe County to purchase the Howards Haven Trailer Park land on Big Pine Key. This property was submitted by MCHA for reimbursement of land acquisition funding through FHFC. MCHA also applied for construction funding. The cost of construction has increased since the grant applications and therefore, the BOCC approved a resolution to forgive the total amount (\$2,000,000) of the Howards Haven/Conch Key Trailer Park land acquisition grant so those funds can be used for construction. MCLA staff are continuing to coordinate with MCHA for site work permitting. The project was approved for funding by the FHFC at the October 28th Board meeting in Tallahassee. MCHA has 120 days from that date to close on the grant funds.



**Conch Key Trailer Park Redevelopment - 10 Units** - Monroe County purchased the Conch Key Trailer Park land for \$990,000 on Conch Key, with MCLA contributing \$10,000 for an option payment. This property was submitted by MCHA for reimbursement of land acquisition funding through FHFC. MCHA also applied for construction funding. The cost of construction has increased since the grant applications and therefore, the BOCC approved a resolution to forgive the total amount (\$2,000,000) of the Howards Haven/Conch Key Trailer Park land acquisition grant so those funds can be used for construction. The project was approved for funding by FHFC at the October 28th Board meeting in Tallahassee. MCHA has 120 days from that date to close on the grant funds.



**Scattered Sites/MC Employee Housing** – MCLA presented a chart demonstrating MCLA and County owned parcels for use in the Monroe County Employee Housing Program. MCLA paid \$200,000 for these 4 parcels. BOCC funded \$1 Million for construction in FY23 to build 4 housing units. MCLA Governing Board approved conveyance of 4 lots on Big Pine Key at 160, 170, 180, and 190 Sands Road and 1 ROGO exemption from Suarez property to Monroe County for use in this program.



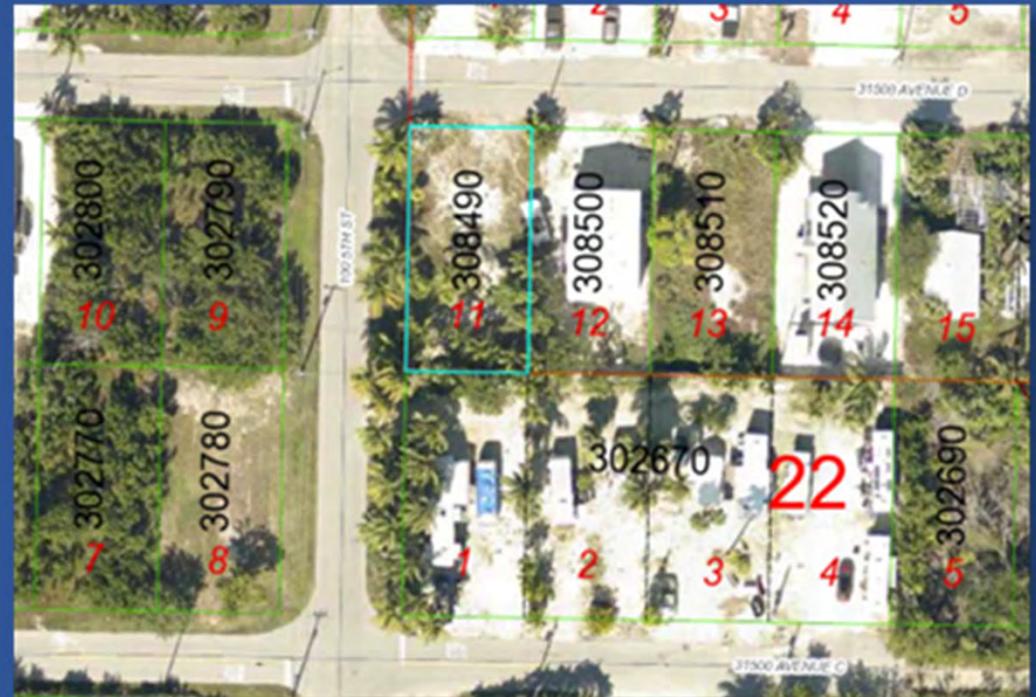
RE # 00300580-000000; 252 Sands Road (corner of Sands Road and Mercedes Road), bay side of Big Pine Key, MM 31; Block 2, Lot 18, Darios Subdivision (PB 3-92)

Current Status: MCLA purchased this lot for \$101,364 and transferred title to the BOCC for development as an affordable single-family residence (SFR) for Monroe County Employee Housing Rental Program (MCEHRP) or for development by an entity for development of a Single-Family affordable Residence.



RE # 00308490-000000; 31530 Avenue D,  
(corner of 5<sup>th</sup> Street and Avenue D); bay  
side of Big Pine Key near MM 31; Block  
22, Lot 11, Big Pine Cove (PB 3-131)

Current Status: MCLA purchased this lot  
for \$100,550 affordable housing and still  
owns it. It borders Howard's Haven and  
MCLA is waiting to see if it will be  
needed as part of the Howard's Haven  
development. If not needed, MCLA can  
deed to County for Monroe County  
Employee Housing Rental Program  
(MCEHRP) or to an entity for  
development of a Single-Family  
affordable Residence.



RE #00300250-000000; 30936 Nathalie Street;  
bay side of Big Pine Key, MM 31; Block 3, Lot  
5, Sam-N-Joe Subdivision (PB 3-76)

Current Status: MCLA purchased this lot for  
\$100,438 for affordable housing. MCLA can  
convey to County for Monroe County  
Employee Housing Rental Program (MCEHRP)  
or to an entity for development of a Single-  
Family affordable Residence.



RE #00222830-000000; 28269 Julia Avenue;  
MM 28, bay side of Little Torch Key; Block 1,  
Lots 8 & 9, Amended Plat of Ladies Acre.

Current Status: MCLA purchased these two lots for affordable housing together with another parcel for conservation at a total cost of \$311,043. One lot has a market rate ROGO exemption. Planning reserved 2 AFH ROGOs for development in the Monroe County Employee Housing Rental Program (MCEHRP).



**Habitat for Humanity (Lower Keys)** – MCLA provided a \$400,000 loan to Habitat for them to purchase a site to construct 4 affordable housing units.



**Habitat for Humanity (Lower Keys)** (Conch Republic 4 sites) – MCLA purchased 4 sites for \$468,000 with ROGO exemptions to convey to the County. The County can then lease the land to Habitat for redevelopment.



**VOLUNTARY HOME BUY OUT PROGRAM (VHBO)**

<b>\$</b>	<b>7,963,113</b>	<b>Purchased as of 1/13/23</b>
<b>Original Files</b>		<b>Spent to date on 14 parcels with ROGO Exemptions</b>
		<b>Future Potential Purchases</b>
		<b>6 parcels with ROGO Exemptions</b>
<b>\$</b>	<b>2,908,000</b>	
<b>New Files</b>		
		<b>Future Potential Purchases</b>
		<b>5 parcels with ROGO Exemptions</b>
<b>\$</b>	<b>2,500,000</b>	
<b>Estimated Total Purchases</b>		
<b>\$</b>	<b>13,371,113</b>	
		<b>Administrative Costs, demos, closings, appraisals, surveys, environmental reports, etc.</b>
<b>\$</b>	<b>2,305,000</b>	
		<b>Total Amount expected to be spent</b>
<b>\$</b>	<b>15,676,113</b>	
<b>\$</b>	<b>676,113</b>	<b>Difference between Total Grant Amount and estimated expenditures</b>

### **Hazard Mitigation Grant Program (after Irma)**

- Submitted 23 Elevation Applications
- 4 Elevation Applications remain in the program under FEMA review, with a total project cost of \$756,147 (\$189,036 property owner match)
  - 1 of the 4 applicants have sold and new buyer may take over
- **Waiting for grant agreement**

### **Hazard Mitigation Grant program (after Fires)**

- Submitted 6 Elevation Applications with a total project cost of \$1,207,445 (\$301,861 property owner match)

### **FEMA Flood Mitigation Assistance Elevation Projects**

#### **FY21**

- Submitted 11 Elevation Applications with a total project cost of \$2,142,210 (\$535,552 property owner match) – **NONE were funded**

#### **FY22**

- Submitted 44 Elevation Applications with a total project cost of \$11,070,833 (\$3,044,434 property owner match), **waiting on FDEM review**

### **FEMA Flood Mitigation Assistance Mitigation Reconstruction Projects**

#### **FY21**

- Submitted 5 Mitigation Reconstruction Applications with a total project cost of \$1,094,175 (\$406,294 property owner match), **with 4 of the 5 projects moving forward for FEMA review**

#### **FY22**

- Submitted 13 Mitigation Reconstruction Applications with a total project cost of \$5,555,148 (\$3,044,434 property owner match), **waiting on FDEM review**