

**Monroe County Comprehensive Plan Land Authority  
Advisory Committee Meeting  
Agenda Items for 3/1/23 Meeting**

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The Land Authority Advisory Committee Meeting is scheduled to meet on Wednesday, March 1, 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. Approval of the minutes for the January 25, 2023 meeting.
5. Approval of a contract to purchase Tier 2 property for conservation - Lot 44, Doctor's Arm Third Addition Section C on Big Pine Key near mile marker 30 from **Floy B. Denton and Nancy V. Denton** for the price of **\$60,000**.
6. Approval of a contract to purchase Tier 1 property for conservation - Block 41, Lot 1, Port Pine Heights Second Addition near mile marker 30 from **Willie Ruth Page** for the price of **\$50,000**.
7. Approval of a contract to purchase Tier 1 property for conservation - Part of Tract E, Summerland Key Properties on Summerland Key near mile marker 25 from **Michael J. Dalsin and Julie Dalsin** for the price of **\$170,000**.
8. Approval of a contract to purchase Tier 1 property for conservation – Block 1, Lots 3 and 4 in Marion Park near mile marker 98 from **William H. Pass, Anita J. Swanson, and Donna S. Pass-Otteni, as Co-Trustees of the Revocable Trust Agreement of Elizabeth A. Pass dated November 7, 1994** for the price of **\$50,000**.
9. Approval of a contract to purchase Tier 1 property for conservation – Block 1, Lots 1-2; Block 3, Lots 1-10; Block 4, Lots 1-12; Block 5, Lots 1-6; and Block 6, Lots 1-6 in Marion Park near mile marker 98 from **William H. Pass, Anita J. Swanson, and Donna S. Pass-Otteni, as Co-Trustees of the Revocable Trust Agreement of Elizabeth A. Pass dated November 7, 1994** for the price of **\$300,000**.
10. Approval of a resolution of the Monroe County Comprehensive Plan Land Authority approving an Option Agreement to sell pre-acquired Florida Forever land described as Lots 2, 3, 4, 5, 6, 10, 11, 12, 30, 31, 32, and 33, Block 1, Windward Beach Estates on Little Torch Key to the **Board of Trustees of the Internal Improvement Trust Fund of the State of Florida** for the price of **\$228,000**; authorizing the Chairman to execute same; and authorizing the Chairman to execute the deed and associated closing documents.
11. Approval of a resolution approving an option agreement to sell pre-acquired Florida Forever land described as Lot 41, Block 5, in Government Lot 5 (Parcel ID# 00117510-003800) on Hansen Trail on Sugarloaf Key to the **Board of Trustees of the Internal Improvement Trust Fund of the State of Florida** for the price of **\$94,000**; authorizing the Chairman to execute same; and authorizing the Chairman to execute the deed and associated closing documents.
12. Approval of a resolution of the Monroe County Comprehensive Plan Land Authority approving an Option Agreement to sell pre-acquired Florida Forever land described by Lots 1, 2, 3, 4, and 5, Block 4, Southern Pines on Big Pine Key to the **Board of Trustees of the Internal Improvement Trust Fund of the State of Florida** for the price of **\$76,000**; 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 by metes and bounds (Parcel ID# 00110590-000000) on Warner Street on Big Pine Key to the **Board of Trustees of the Internal Improvement Trust Fund of the State of Florida** for the price of **\$19,000**; 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

January 25, 2023

The Monroe County Comprehensive Plan Land Authority (MCLA) Advisory Committee held a meeting on Wednesday, January 25, 2023 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, Leslie Valant, and Sandi Williams. Also present were Senior Property Acquisition Specialist Mark Rosch, Property Specialist Dina Gambuzza, and Office Manager John Beyers. Executive Director Christine Hurley and Counsel Greg Oropeza participated via Zoom.

Following the call to order and roll call, the next item (Item 3) was additions and deletions to the agenda. Ms. Gambuzza advised the Committee that the agenda with the revision date of January 24, 2023 reflects the additional agenda items as follows:

- Item 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.
- Item 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.

The next item (Item 4) was Selection of a Chairman and Vice Chairman for 2023. Ms. Cunningham was ineligible to be nominated for Chairman, as she has served four years consecutively. Ms. Cunningham nominated Ms. Valant to serve as Chairman. Ms. Cunningham nominated Ms. Muir to serve as Vice Chairman. There being no other nominations, the nominations were closed and Ms. Valant was selected as Chairman and Ms. Muir was selected as Vice Chairman.

The next item (Item 5) was approval of the minutes for the December 14, 2022 meeting. Ms. Cunningham made a motion to approve the minutes as presented and Ms. Williams seconded the motion. There being no objections, the motion carried 5/0.

The next item (Item 6) was 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. Mr. Rosch addressed the Committee and introduced Habitat for Humanity of Key West and Lower Florida Keys Executive Director Kristina Welburn and Habitat Vice President Debra Batty, who participated via Zoom. The subject property consists of a 4.15 acre lot on Mad Bob Road on the

bay side of Sugarloaf Key. The property has a tier designation of Tier 1 – Natural Area, a zoning designation of Native Area, and vegetation consisting of tropical hardwood hammock, buttonwood, and mangrove. Following discussion, Ms. Muir made a motion to approve the item at the purchase price of \$152,000 and Ms. Williams seconded the motion. There being no objections, the motion carried 5/0.

During discussion, the Committee determined items 7 through 10 were similar to item 6 and consequently did not warrant a detailed discussion.

The next item (Item 7) was 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. Ms. Williams made a motion to approve the item at the purchase price of \$15,000 and Ms. Muir seconded the motion. There being no objections, the motion carried 5/0.

The next item (Item 8) was 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. Ms. Cunningham made a motion to approve the item at the purchase price of \$25,000 and Ms. Williams seconded the motion. There being no objections, the motion carried 5/0.

The next item (Item 9) was 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. Ms. Muir made a motion to approve the item at the purchase price of \$67,200 and Ms. Cunningham seconded the motion. There being no objections, the motion carried 5/0.

The next item (Item 10) was 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. Ms. Williams made a motion to approve the item at the purchase price of \$19,000 and Ms. Neal seconded the motion. There being no objections, the motion carried 5/0.

The next item (Item 11) was 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. Mr. Rosch addressed the Committee. The subject property consists of a 1.01 acre lot that fronts an unnamed easement on the bay side of Sugarloaf Key. The property has a tier designation of Tier 1 – Natural Area, a zoning designation of Native Area and Suburban Residential Limited, and vegetation consisting of tropical hardwood hammock. Following discussion, Ms. Cunningham made a motion to approve the item at the purchase price of \$94,000 and Ms. Muir seconded the motion. There being no objections, the motion carried 5/0.

The next item (Item 12) was 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. Mr. Rosch and Ms. Hurley 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. Williams made a motion to approve the item at the sale price of \$90,000 and Ms. Cunningham seconded the motion. There being no objections, the motion carried 5/0.

The next item (Item 13) was 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. 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. Cunningham made a motion to approve the item at the sale price of \$125,000 and Ms. Williams seconded the motion. There being no objections, the motion carried 5/0.

The next item was the Executive Director's report. Ms. Hurley reported on recent events including the following:

- a) Ms. Hurley discussed the article in the Keys Citizen on January 11, 2023 regarding endangered tree snails on the conservation parcel MCLA recently purchased at the entrance to the Trade Winds Shopping Center on Key Largo.
- b) Ms. Hurley made a presentation regarding MCLA's conservation and affordable housing purchases since 1988. Ms. Hurley explained she will attend a Tourist Development Council meeting and present this type of information. The Advisory Committee requested a 1-2 page summary of information.
- c) Ms. Hurley reported that she will attend the Village of Islamorada's council meeting on February 9, 2023 when the Village is expected to nominate a list of properties the Village would like MCLA to purchase.
- d) Ms. Hurley discussed the Committee meeting start times of 9:30 AM and asked if the Committee would like to change the time to 9:00 AM. The Committee decided to keep the start times at 9:30 AM.
- e) The next MCLA Advisory Committee meeting is scheduled for Wednesday, March 1, 2023 at 9:30 AM. Chairman Valant, Ms. Cunningham, Ms. Neal, and Ms. Williams said they would be able to attend. Ms. Muir was not certain as to whether she would be able to attend.

There being no further business, the meeting was adjourned at 10:41 AM.

Prepared by: \_\_\_\_\_  
John Beyers  
Office Manager

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

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**AGENDA ITEM WORDING:** Approval of a contract to purchase Tier 2 property for conservation - Lot 44, Doctor's Arm Third Addition Section C on Big Pine Key near mile marker 30 from Floy B. Denton and Nancy V. Denton for the price of \$60,000.

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**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 San Sebastian Drive on the bay side of Big Pine Key.

Purchase Price and Estimated Closing Costs:

- Purchase Price: \$60,000.00
- Cost of Appraisal: \$0.00
- Cost of Survey: \$0.00
- Title Fees & Insurance: \$820.00
- Attorney Fee: \$475.00
- Recording Fees: \$35.50
- Total Costs: \$61,330.50

Attributes of the Subject Property:

- Parcel ID#: 00312573-004500
- Size: 6,000 square feet
- Tier Designation: Tier 2 – Transition and Sprawl Area
- Zoning Designation: Improved Subdivision (IS)
- Future Land Use Map Designation: Residential Medium (RM)
- Vegetation: Tropical hardwood hammock and exotics
- Acquisition List Qualification: This property qualifies because it is Tier 2.
- Florida Forever Boundary: This property is outside the Florida Forever boundary.
- Transferrable Development Rights (TDRs): 1 TDR
- Cost per TDR: \$60,000
- ROGO Dedication Points: 2 points
- Cost per ROGO Dedication Point: \$30,000

# Lot 44, Doctor's Arm 3rd Addition Section C, Big Pine 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 00312573-004500  
 Account# 1386049  
 Property ID 1386049  
 Millage Group 100H  
 Location Address VACANT LAN SAN SEBASTIAN Dr, BIG PINE KEY  
 Legal Description LT 44 DOCTOR'S ARM SUBD 3RD ADDN SEC C BIG PINE KEY PB6-41 OR640-155 OR950-2383  
 (Note: Not to be used on legal documents.)  
 Neighborhood 602  
 Property Class VACANT RES (0000)  
 Subdivision DOCTORS ARM 3RD ADD SEC C  
 Sec/Twp/Rng 14/66/29  
 Affordable No  
 Housing



**Owner**

DENTON FLOY B 5935 SW 29th St Miami FL 33155  
 DENTON NANCY V 5935 SW 29th St Miami FL 33155

**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	\$163,125	\$116,250	\$86,250	\$90,000
= Just Market Value	\$163,125	\$116,250	\$86,250	\$90,000
= Total Assessed Value	\$24,894	\$22,631	\$20,574	\$18,704
- School Exempt Value	\$0	\$0	\$0	\$0
= School Taxable Value	\$163,125	\$116,250	\$86,250	\$90,000

**Historical Assessments**

Year	Land Value	Building Value	Yard Item Value	Just (Market) Value	Assessed Value	Exempt Value	Taxable Value	Maximum Portability
2021	\$116,250	\$0	\$0	\$116,250	\$22,631	\$0	\$116,250	\$0
2020	\$86,250	\$0	\$0	\$86,250	\$20,574	\$0	\$86,250	\$0
2019	\$90,000	\$0	\$0	\$90,000	\$18,704	\$0	\$90,000	\$0
2018	\$76,875	\$0	\$0	\$76,875	\$17,004	\$0	\$76,875	\$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
RESIDENTIAL CANAL UNPERMITTED (01CM)	6,000.00	Square Foot	60	100

**View Tax Info**

[View Taxes for this Parcel](#)

**Photos**



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).

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Last Data Upload: 1/30/2023, 3:53:29 AM

Version 2.3.243

AGREEMENT FOR THE PURCHASE OF LANDS

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

**Floy B. Denton and Nancy V. Denton**

(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 **\$60,000.00** 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 44, Doctor's Arm 3rd Addition Section C (PB 6-41)  
Parcel ID# 00312573-004500**

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 **\$60,000.00**. 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:

**5935 SW 29th Street  
Miami, FL 33155**

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 **February 3, 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/ **Floy B. Denton**

_____	_____	_____	_____
Signature	Date	Phone Number	Email Address

Seller/ **Nancy V. Denton**

_____	_____	_____	_____
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.

(Seal)

MONROE COUNTY COMPREHENSIVE  
PLAN LAND AUTHORITY

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

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**AGENDA ITEM WORDING:** Approval of a contract to purchase Tier 1 property for conservation - Block 41, Lot 1, Port Pine Heights Second Addition near mile marker 30 from Willie Ruth Page for the price of \$50,000.

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**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 the corner of Caribbean Street and Gulf Boulevard on the bay side of Big Pine Key.

Purchase Price and Estimated Closing Costs:

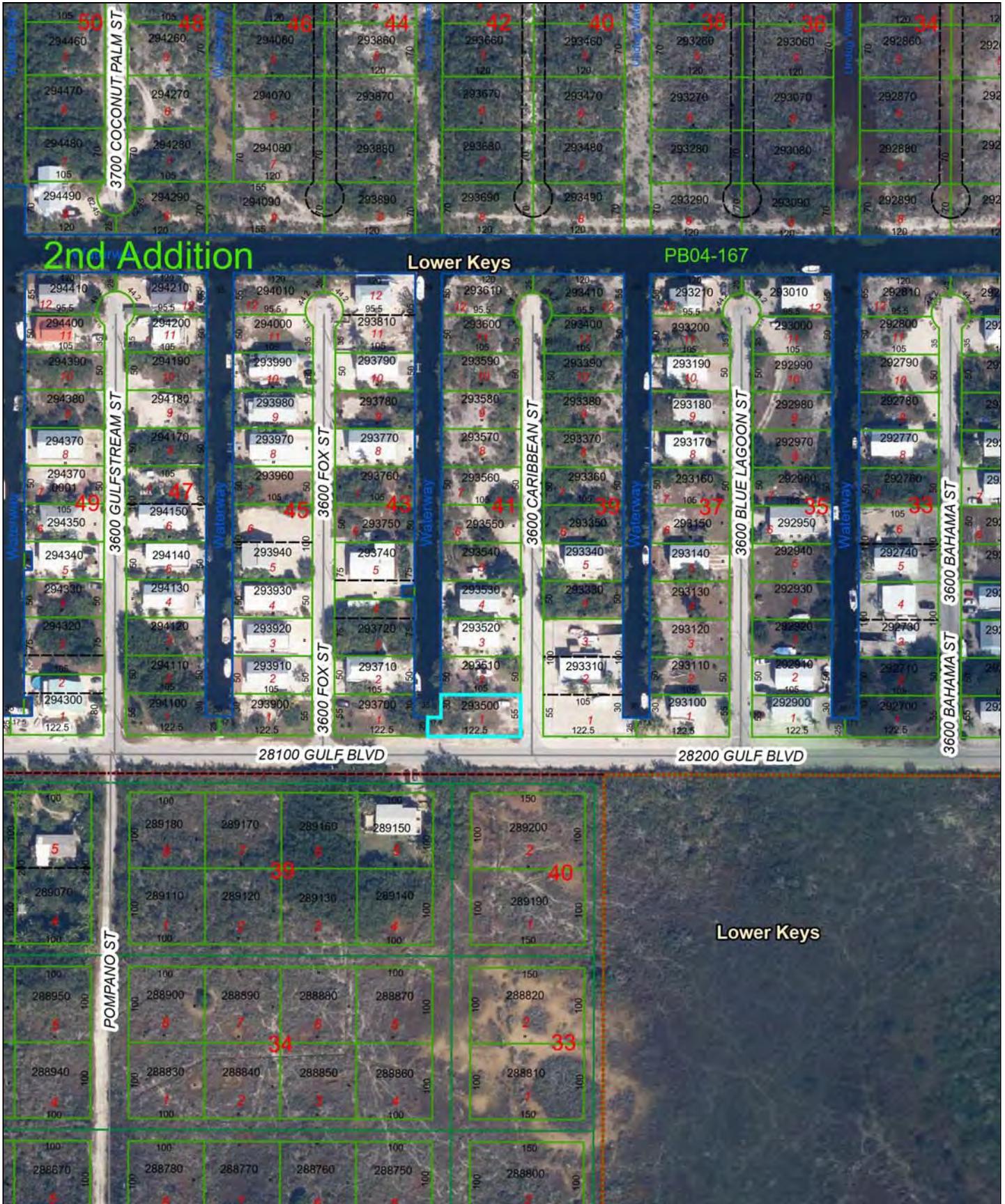
- Purchase Price: \$50,000.00
- Cost of Appraisal: \$750.00 (paid by the BOCC and eligible for reimbursement by DEP)
- Cost of Survey: \$0
- Title Fees & Insurance: \$762.50
- Attorney Fee: \$475.00
- Recording Fees: \$35.50
- Total Costs: \$52,023.00

Attributes of the Subject Property:

- Parcel ID#: 00293500-000000
- Size: 6,213 square feet
- Tier Designation: Tier 1 – Natural Area
- Zoning Designation: Improved Subdivision (IS)
- Future Land Use Map Designation: Residential Medium (RM)
- Vegetation: Disturbed with buttonwood.
- 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): 1 TDR
- Cost per TDR: \$50,000
- ROGO Dedication Points: 2 points
- 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.

# Block 41, Lot 1, Port Pine Heights 2nd Addition, Big Pine Key



### Disclaimer

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

### Summary

**Parcel ID** 00293500-000000  
**Account#** 1365661  
**Property ID** 1365661  
**Millage Group** 100H  
**Location Address** VACANT LAN CARIBBEAN St, BIG PINE KEY  
**Legal Description** BK 41 LT 1 PORT PINE HEIGHTS 2ND ADD BIG PINE KEY PB4-167 OR765-1249 OR 1269-2047/48  
(Note: Not to be used on legal documents.)  
**Neighborhood** 649  
**Property Class** VACANT RES (0000)  
**Subdivision** PORT PINE HEIGHTS 2ND ADD  
**Sec/Twp/Rng** 04/66/29  
**Affordable** No  
**Housing**



### Owner

PAGE ROBERT T  
 4030 Lake Russell Dr  
 Florence SC 29501

### 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	\$42,777	\$22,180	\$22,180	\$21,746
= Just Market Value	\$42,777	\$22,180	\$22,180	\$21,746
= Total Assessed Value	\$24,396	\$22,178	\$20,162	\$18,329
- School Exempt Value	\$0	\$0	\$0	\$0
= School Taxable Value	\$42,777	\$22,180	\$22,180	\$21,746

### Historical Assessments

Year	Land Value	Building Value	Yard Item Value	Just (Market) Value	Assessed Value	Exempt Value	Taxable Value	Maximum Portability
2021	\$22,180	\$0	\$0	\$22,180	\$22,178	\$0	\$22,180	\$0
2020	\$22,180	\$0	\$0	\$22,180	\$20,162	\$0	\$22,180	\$0
2019	\$21,746	\$0	\$0	\$21,746	\$18,329	\$0	\$21,746	\$0
2018	\$20,596	\$0	\$0	\$20,596	\$16,663	\$0	\$20,596	\$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
END CANAL UNPERMITTED (01ECM)	6,213.00	Square Foot	0	0

### Sales

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved	Grantor	Grantee
8/1/1993	\$16,500	Warranty Deed		1269	2047	Q - Qualified	Vacant		
7/1/1978	\$4,300	Conversion Code		765	1249	Q - Qualified	Vacant		

### View Tax Info

[View Taxes for this Parcel](#)

Photos



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).

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: 2/2/2023, 3:10:31 AM

Version 2.3.245

AGREEMENT FOR THE PURCHASE OF LANDS

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

**Willie Ruth Page**

(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 **\$50,000.00** 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 41, Lot 1, Port Pine Heights 2nd Addition (PB 4-167)  
Parcel ID# 00293500-000000**

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 **\$50,000.00**. 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:

**4030 Lake Russell Drive  
Florence, SC 29501**

**with a copy to:**

**Ariane Wolgamott  
Berkshire Hathaway Home Services  
wolgamottariane@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 **February 1, 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/ **Willie Ruth Page**

Signature	Date	Phone Number	Email Address
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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.

(Seal)

MONROE COUNTY COMPREHENSIVE  
PLAN LAND AUTHORITY

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

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**AGENDA ITEM WORDING:** Approval of a contract to purchase Tier 1 property for conservation - Part of Tract E, Summerland Key Properties on Summerland Key near mile marker 25 from Michael J. Dalsin and Julie Dalsin for the price of \$170,000.

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**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 near Center Road on the bay side of Summerland Key.

Purchase Price and Estimated Closing Costs:

- Purchase Price: \$170,000.00
- Cost of Appraisal: \$750.00 (paid by the BOCC and eligible for reimbursement by DEP)
- Cost of Survey: \$2,800.00
- Title Fees & Insurance: \$1,400.00
- Attorney Fee: \$475.00.00
- Recording Fees: \$35.50
- Total Costs: \$175,460.50

Attributes of the Subject Property:

- Parcel ID#: 00114470-000500
- Size: 6.10 acres
- Tier Designation: Tier 1 – Natural Area
- Zoning Designation: Industrial (I) and Native Area (NA)
- Future Land Use Map Designation: Residential Low (RL) and Residential Conservation (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): 1.023 TDRs
- Cost per TDR: \$166,178
- ROGO Dedication Points: 20 points
- Cost per ROGO Dedication Point: \$8,500

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.

# Part of Tract E, Summerland Key Properties, Summerland Key

Parcel ID #00114470-000500



Vacant Land, Summerland Key, FL 33042

603907 Vacant Land Active \$160,000

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



<b>Listing Board:</b> Key West Association	<b>ROGO Exempt:</b> No	<b>Limitd Reprsntation:</b> No
<b>As is Rght to Inspct:</b> Yes	<b>Potential Short Sale:</b> No	<b>Bank Owned:</b> No
<b>Species List:</b> Yes		

<b>Off Shore Island:</b> No	<b>Tier:</b> Tier 1	<b>County:</b> Monroe
<b>Subdivision:</b> Misc Summerland Key (25.0)	<b>Mile Marker:</b> 25	<b>Area:</b> 08 - Summerland Key
<b>KW Neighborhood:</b>	<b>Marathon Neighborhood:</b> N/A	<b>Side:</b> Ocean
<b>Flood Zone:</b> AE8	<b>Alternate Key #:</b> 1144657	<b>Add'l Parcel #1:</b>
<b>Add'l Parcel #2:</b>	<b>Parcel #:</b> 00114470-000500	<b>Zoning:</b> ID - Industrial District
<b>Deed Restrictions:</b> Unknown	<b>Taxes:</b> 4.95	<b>Tax Year:</b> 2021

<b>Waterfront:</b> No	<b>Control Depth:</b> 0	<b>Lot Dimensions:</b>
<b>Lot SqFt:</b> 247,420	<b>Total Lots:</b>	<b>Survey Available:</b>
<b>Vegetation Survey:</b>	<b>Wtr Mn Inquiry File:</b>	

**Remarks – Consumer:** ROGO lot worth 20 points for dedication purposes. Seller has county ROGO Letter of Land Dedication verifying lot is eligible for land dedication worth 20 points. Buyer to verify points and process with Monroe County.

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

**Directions:** Take US 1 North from Key West to mile marker 24.8. Turn left on Horace Street. Follow road about 1/4 of a mile and turn left.  
**Legal:** 26 66 28 SUMMERLAND KEYS PT LOT 6 (PT TRACT E - UNRECORDED SUMMERLAND KEY PROPERTIES)

<b>Assoc/Misc Info:</b> Mandatory Home Owners Asc: No; 1st Right of Refusal: No	<b>Dockage:</b> None	<b>Building Permit:</b> No Permit
<b>Miscellaneous Info:</b> Mobile Home Lot: No	<b>Waterview:</b> Salt Ponds	<b>Land Size:</b> 5 Less Than 10 Acres
<b>Tax Exemptions:</b> None	<b>Location/Site:</b> Hardwood; Mangrove	<b>Show:</b> No Sign on Property
<b>Waterfront:</b> Salt Ponds	<b>Existing Utilities:</b> None	<b>Financial Status:</b> Bank Owned: No; Potential Short Sale: No

**Days On Market:** 17 **List Price:** 160,000

**LO:** Coldwell Banker Schmitt Real Estate Co. (KW); (305)296-7727; brian@cbschmitt.com

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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 00114470-000500  
 Account# 1144657  
 Property ID 1144657  
 Millage Group 120C  
 Location Address VACANT LAND, SUMMERLAND KEY  
 Legal Description 26 66 28 SUMMERLAND KEYS PT LOT 6 (PT TRACT E - UNRECORDED SUMMERLAND KEY PROPERTIES) OR567-541/45 OR669-834/40 OR744-797/803 OR1739-606/07 OR1819-13 OR2037-1374/75  
 (Note: Not to be used on legal documents.)  
 Neighborhood 769  
 Property Class NON AGRICULTURE (9900)  
 Subdivision  
 Sec/Twp/Rng 26/66/28  
 Affordable No  
 Housing

**Owner**

[DALSIN MICHAEL J](#)  
 1008 W Delaware St  
 Sioux Falls SD 57104

[DALSIN JULIE](#)  
 1008 W Delaware St  
 Sioux Falls SD 57104

**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	\$568	\$568	\$568	\$568
= Just Market Value	\$568	\$568	\$568	\$568
= Total Assessed Value	\$568	\$529	\$481	\$438
- School Exempt Value	\$0	\$0	\$0	\$0
= School Taxable Value	\$568	\$568	\$568	\$568

**Historical Assessments**

Year	Land Value	Building Value	Yard Item Value	Just (Market) Value	Assessed Value	Exempt Value	Taxable Value	Maximum Portability
2021	\$568	\$0	\$0	\$568	\$529	\$0	\$568	\$0
2020	\$568	\$0	\$0	\$568	\$481	\$0	\$568	\$0
2019	\$568	\$0	\$0	\$568	\$438	\$0	\$568	\$0
2018	\$568	\$0	\$0	\$568	\$399	\$0	\$568	\$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
ENVIRONMENTALLY SENS (000X)	5.68	Acreage	0	0

**Sales**

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved	Grantor	Grantee
8/3/2004	\$28,500	Warranty Deed		2037	1374	Q - Qualified	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.

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[Last Data Upload: 2/13/2023, 3:46:59 AM](#)

Version 2.3.246

AGREEMENT FOR THE PURCHASE OF LANDS

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

**Michael J. Dalsin and Julie Dalsin**

(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 **\$170,000.00** 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:

**Part of Tract E, Summerland Key Properties (OR 744-797/803), more particularly described in Exhibit A.  
Parcel ID# 00114470-000500**

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 **\$170,000.00**. 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 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:

**1008 W. Delaware Street  
Sioux Falls, SD 57104**

**with a copy to:**

**Sean Farrer  
Coldwell Banker Schmitt Real Estate  
keywestrealestateguy@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 **February 11, 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 by March 24, 2023, 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/ **Michael J. Dalsin**

Signature	Date	Phone Number	Email Address
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Seller/ **Julie Dalsin**

Signature	Date	Phone Number	Email Address
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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.

(Seal)

MONROE COUNTY COMPREHENSIVE  
PLAN LAND AUTHORITY

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

## EXHIBIT A

Commencing at the intersection of the centerline of Cross Street and Center Road as shown by the Plat of Niles Channel Subdivision recorded in Plat Book 5, Page 9 of Monroe County, Public Records, said centerline of Center Road being also the Easterly line of Section 26, Township 66 South, Range 28 East; thence bear South along the said centerline of Center Road, 75.00 feet; thence West 425.00 feet to the Point of Beginning; thence continue to West 875.00 feet; thence South 80.12 feet; thence West 1050.00 feet, plus or minus, to shore line; thence meander the shore line in Southwesterly direction 139 feet, plus or minus, to a point that measures 125.00 feet at right angles to the previous course extended; thence East 2322.51 feet, plus or minus, to a point that measures 125.00 feet at right angles to the Point of Beginning; thence North 125.00 feet back to the Point of Beginning.

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**AGENDA ITEM WORDING:** Approval of a contract to purchase Tier 1 property for conservation - Block 1, Lots 3 and 4 in Marion Park near mile marker 98 from William H. Pass, Anita J. Swanson, and Donna S. Pass-Otteni, as Co-Trustees of the Revocable Trust Agreement of Elizabeth A. Pass dated November 7, 1994 for the price of \$50,000.

---

**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 consists of two adjoining lots located at the corner of Overseas Highway and Bahama Road in the median on Key Largo. One of the lots (Lot 3) has a billboard on it and is encumbered with a ground lease that will expire on December 31, 2024. The Land Authority's purchase of the property will close once the lease expires and the billboard has been removed.

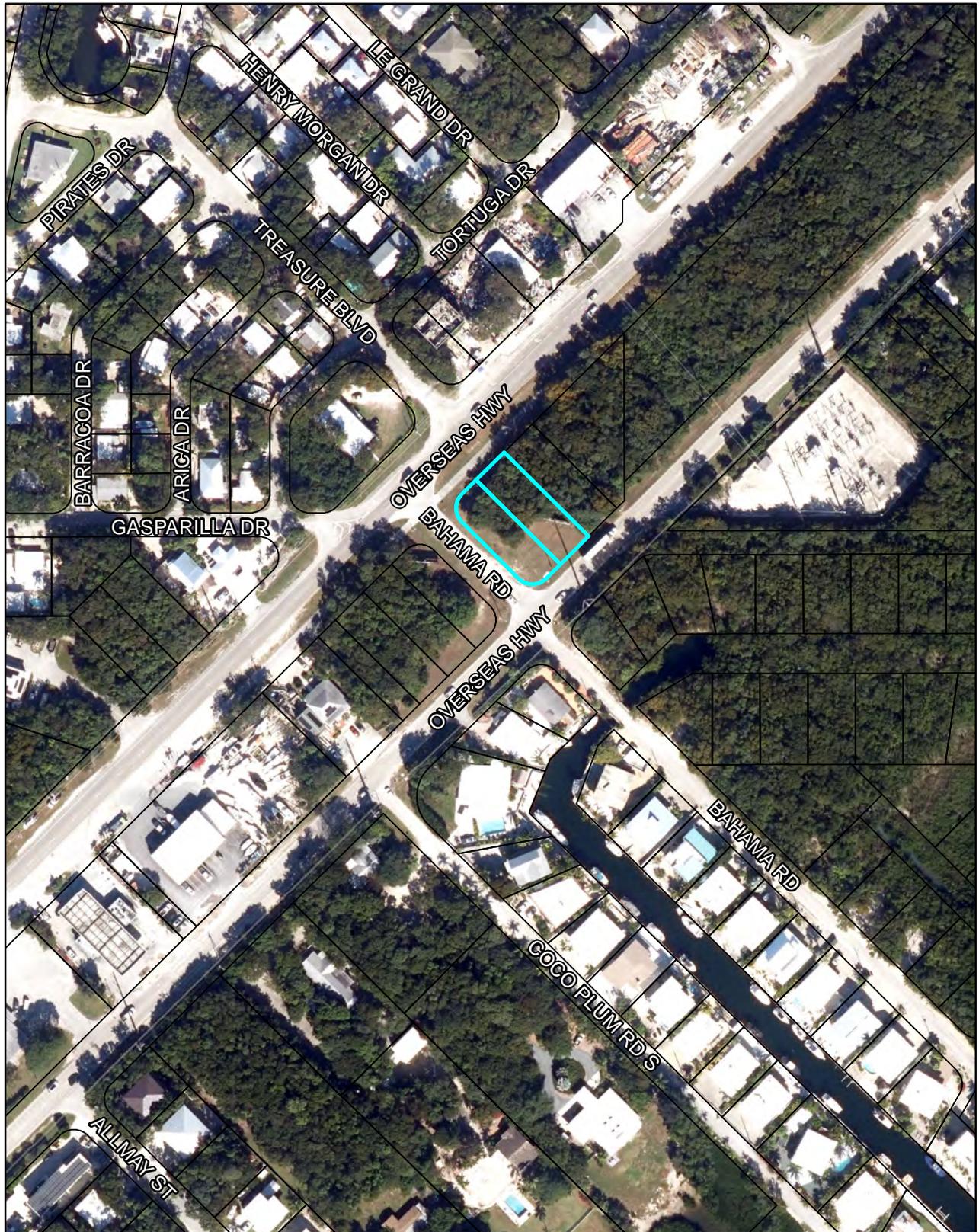
Purchase Price and Estimated Closing Costs:

- Purchase Price: \$50,000.00
- Cost of Appraisal: \$0
- Cost of Survey: \$1,300.00
- Title Fees & Insurance: \$762.50
- Attorney Fee: \$475.00
- Recording Fees: \$35.50
- Total Costs: \$52,573.00

Attributes of the Subject Property:

- Parcel ID#: 00520490-000000 and 00520500-000000
- Size: 15,000 square feet
- Tier Designation: Tier 1 – Natural Area
- Zoning Designation: Suburban Commercial (SC)
- Future Land Use Map Designation: Mixed Use Commercial (MC)
- Vegetation: Disturbed 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): 1.02 TDRs
- Cost per TDR: \$49,020
- ROGO Dedication Points: 5 points
- Cost per ROGO Dedication Point: \$10,000

**Aerial Photograph of Subject Property  
Block 1, Lots 3 and 4, Marion Park (PB 4-113)  
Key Largo**





## Disclaimer

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

## Summary

**Parcel ID** 00520490-000000  
**Account#** 1639737  
**Property ID** 1639737  
**Millage Group** 500K  
**Location Address** VACANT LAND, KEY LARGO  
**Legal Description** BK 1 LT 3 MARION PARK PB4-113 KEY LARGO OR391-790 OR392-965 OR2643-1645/46 OR2691-374D/C  
*(Note: Not to be used on legal documents.)*  
**Neighborhood** 10021  
**Property Class** NON AGRICULTURE (9900)  
**Subdivision** MARION PARK  
**Sec/Twp/Rng** 32/61/39  
**Affordable Housing** No

## Owner

[PASS ELIZABETH A REV TRUST AGR 11/7/94](#)  
 1000 Falcon Ave  
 Miami Springs FL 33166

## 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	\$50	\$50	\$50	\$50
= Just Market Value	\$50	\$50	\$50	\$50
= Total Assessed Value	\$48	\$44	\$40	\$37
- School Exempt Value	\$0	\$0	\$0	\$0
= School Taxable Value	\$50	\$50	\$50	\$50

## Historical Assessments

Year	Land Value	Building Value	Yard Item Value	Just (Market) Value	Assessed Value	Exempt Value	Taxable Value	Maximum Portability
2021	\$50	\$0	\$0	\$50	\$44	\$0	\$50	\$0
2020	\$50	\$0	\$0	\$50	\$40	\$0	\$50	\$0
2019	\$50	\$0	\$0	\$50	\$37	\$0	\$50	\$0
2018	\$50	\$0	\$0	\$50	\$34	\$0	\$50	\$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
ENVIRONMENTALLY SENS (000X)	1.00	Lot	50	150

## Sales

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved	Grantor	Grantee
2/23/2010	\$100	Quit Claim Deed		2643	1645	11 - Unqualified	Vacant		

## View Tax Info

[View Taxes for this Parcel](#)

Map



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2022 Notices Only

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**Summary**

Parcel ID 00520500-000000  
 Account# 1639745  
 Property ID 1639745  
 Millage Group 500K  
 Location Address VACANT LAND, KEY LARGO  
 Legal Description BK 1 LT 4 MARION PARK PB4-113 KEY LARGO OR391-790 OR392-965 OR2643-1645/46 OR2691-374D/C  
 (Note: Not to be used on legal documents.)  
 Neighborhood 10021  
 Property Class NON AGRICULTURE (9900)  
 Subdivision MARION PARK  
 Sec/Twp/Rng 32/61/39  
 Affordable Housing No

**Owner**

[PASS ELIZABETH A REV TRUST AGR 11/7/94](#)  
 1000 Falcon Ave  
 Miami Springs FL 33166

**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	\$50	\$50	\$50	\$50
= Just Market Value	\$50	\$50	\$50	\$50
= Total Assessed Value	\$48	\$44	\$40	\$37
- School Exempt Value	\$0	\$0	\$0	\$0
= School Taxable Value	\$50	\$50	\$50	\$50

**Historical Assessments**

Year	Land Value	Building Value	Yard Item Value	Just (Market) Value	Assessed Value	Exempt Value	Taxable Value	Maximum Portability
2021	\$50	\$0	\$0	\$50	\$44	\$0	\$50	\$0
2020	\$50	\$0	\$0	\$50	\$40	\$0	\$50	\$0
2019	\$50	\$0	\$0	\$50	\$37	\$0	\$50	\$0
2018	\$50	\$0	\$0	\$50	\$34	\$0	\$50	\$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
ENVIRONMENTALLY SENS (000X)	1.00	Lot	50	150

**Sales**

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved	Grantor	Grantee
2/23/2010	\$100	Quit Claim Deed		2643	1645	11 - Unqualified	Vacant		

**View Tax Info**

[View Taxes for this Parcel](#)

Map



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2022 TRIM Notice (PDF)

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AGREEMENT FOR THE PURCHASE OF LANDS

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

**William H. Pass, Anita J. Swanson, and Donna S. Pass-Otteni, as Co-Trustees of the Revocable Trust Agreement of Elizabeth A. Pass dated November 7, 1994**

(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 **\$50,000.00** 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 1, Lots 3 and 4, Marion Park (PB 4-113)  
Parcel ID# 00520490-000000 and 00520500-000000**

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 until sixty (60) days prior to the Closing 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 **\$50,000.00**. 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:

**7172 Vista Park Boulevard  
Orlando, FL 32829**

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 **February 14, 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 by March 31, 2025 (hereinafter "Closing 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/ **William H. Pass, as Co-Trustee of the Revocable Trust Agreement of Elizabeth A. Pass dated November 7, 1994**

\_\_\_\_\_  
Signature                                      Date                                      Phone Number                                      Email Address

Seller/ **Anita J. Swanson, as Co-Trustee of the Revocable Trust Agreement of Elizabeth A. Pass dated November 7, 1994**

\_\_\_\_\_  
Signature                                      Date                                      Phone Number                                      Email Address



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**AGENDA ITEM WORDING:** Approval of a contract to purchase Tier 1 property for conservation - Block 1, Lots 1-2; Block 3, Lots 1-10; Block 4, Lots 1-12; Block 5, Lots 1-6; and Block 6, Lots 1-6 in Marion Park near mile marker 98 from William H. Pass, Anita J. Swanson, and Donna S. Pass-Otteni, as Co-Trustees of the Revocable Trust Agreement of Elizabeth A. Pass dated November 7, 1994 for the price of \$300,000.

---

**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 consists of 36 lots located at the corner of Overseas Highway and Bahama Road on the ocean side of Key Largo.

Purchase Price and Estimated Closing Costs:

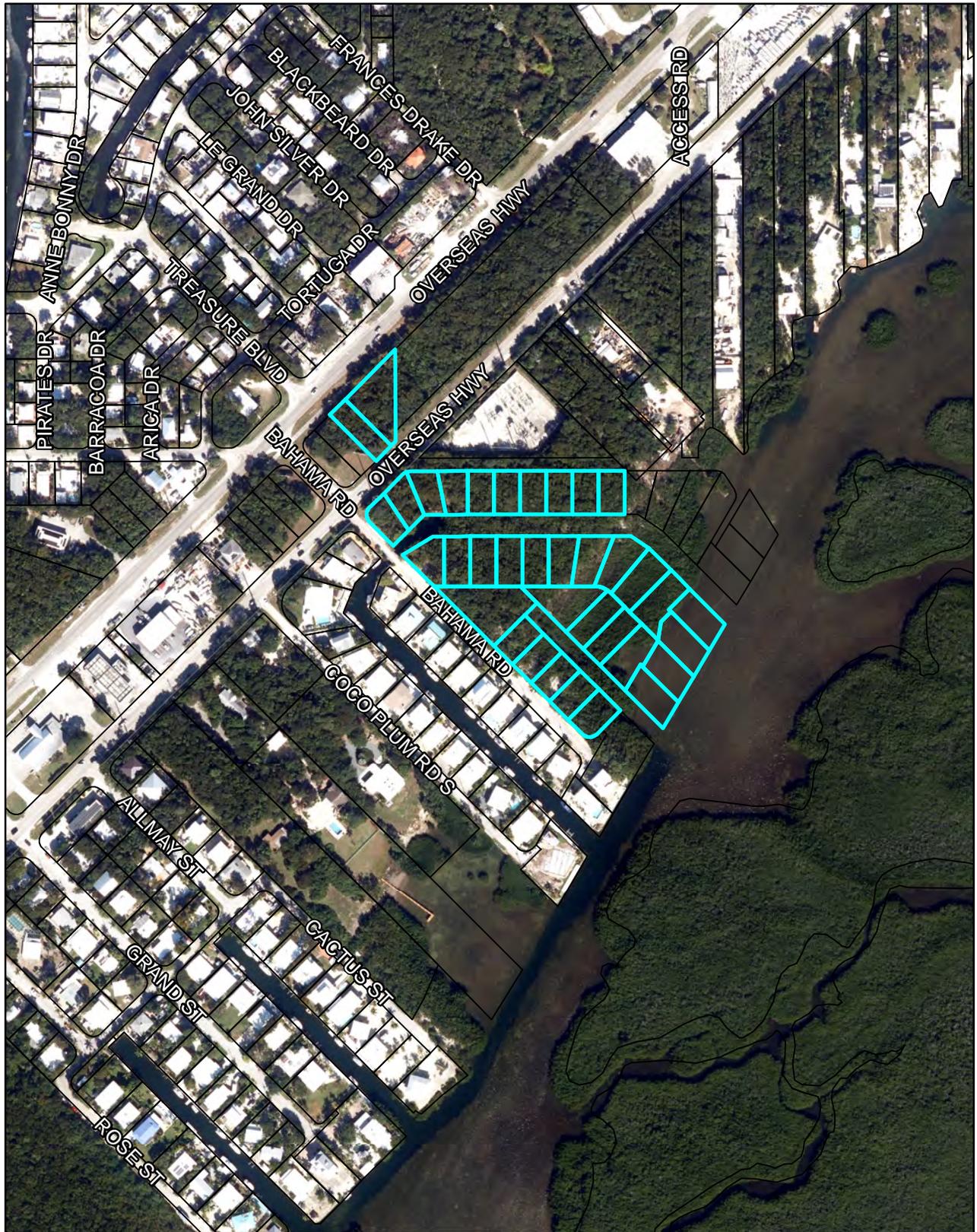
- Purchase Price: \$300,000.00
- Cost of Appraisal: \$4,200.00 (paid by the BOCC and eligible for reimbursement by DEP)
- Cost of Survey: \$1,300.00
- Title Fees & Insurance: \$2,050.00
- Attorney Fee: \$475.00
- Recording Fees: \$35.50
- Total Costs: \$308,060.50

Attributes of the Subject Property:

- Parcel ID#: 00520470-000000, 00520480-000000, 00520560-000000 through 00520650-000000, and 00520730-000000 through 00520960-000000
- Size: 5.27 acres
- Tier Designation: Tier 1 – Natural Area
- Zoning Designation: Suburban Residential (SR) and Suburban Commercial (SC)
- Future Land Use Map Designation: Residential Low (RL) and Mixed Use Commercial (MC)
- Vegetation: Tropical hardwood hammock, buttonwood, mangrove, and submerged land.
- 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): 3.16 TDRs
- Cost per TDR: \$94,937
- ROGO Dedication Points: 35 points
- Cost per ROGO Dedication Point: \$8,571

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 1, Lots 1-2; Block 3, Lots 1-10; Block 4, Lots 1-12; Block 5, Lots 1-6;**  
**and Block 6, Lots 1-6; all in Marion Park (PB 4-113)**  
**Key Largo**





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## Summary

Parcel ID	00520470-000000
Account#	1639711
Property ID	1639711
Millage Group	500K
Location Address	VACANT LAND, KEY LARGO
Legal Description	BK 1 LT 1 MARION PARK PB4-113 KEY LARGO OR391-790 OR392-965 OR2643-1645/46 OR2691-374D/C (Note: Not to be used on legal documents.)
Neighborhood	10021
Property Class	NON AGRICULTURE (9900)
Subdivision	MARION PARK
Sec/Twp/Rng	32/61/39
Affordable Housing	No

## Owner

[PASS ELIZABETH A REV TR AGR 11/7/94](#)

c/o WILLIAM H PASS  
7172 Vista Park Blvd  
Orlando FL 32829

## 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	\$50	\$50	\$50	\$50
= Just Market Value	\$50	\$50	\$50	\$50
= Total Assessed Value	\$48	\$44	\$40	\$37
- School Exempt Value	\$0	\$0	\$0	\$0
= School Taxable Value	\$50	\$50	\$50	\$50

## Historical Assessments

Year	Land Value	Building Value	Yard Item Value	Just (Market) Value	Assessed Value	Exempt Value	Taxable Value	Maximum Portability
2021	\$50	\$0	\$0	\$50	\$44	\$0	\$50	\$0
2020	\$50	\$0	\$0	\$50	\$40	\$0	\$50	\$0
2019	\$50	\$0	\$0	\$50	\$37	\$0	\$50	\$0
2018	\$50	\$0	\$0	\$50	\$34	\$0	\$50	\$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
ENVIRONMENTALLY SENS (000X)	1.00	Lot	0	0

## Sales

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved	Grantor	Grantee
2/23/2010	\$100	Quit Claim Deed		2643	1645	11 - Unqualified	Vacant		

## View Tax Info

[View Taxes for this Parcel](#)

Map



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2022 TRIM Notice (PDF)

2022 Notices Only

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## Summary

**Parcel ID** 00520480-000000  
**Account#** 1639729  
**Property ID** 1639729  
**Millage Group** 500K  
**Location Address** VACANT LAND, KEY LARGO  
**Legal Description** BK 1 LT 2 MARION PARK PB4-113 KEY LARGO OR391-790 OR392-965 OR2643-1645/46 OR2691-374D/C  
*(Note: Not to be used on legal documents.)*  
**Neighborhood** 10021  
**Property Class** NON AGRICULTURE (9900)  
**Subdivision** MARION PARK  
**Sec/Twp/Rng** 32/61/39  
**Affordable Housing** No

## Owner

[PASS ELIZABETH A REV TRUST AGR 11/7/94](#)  
 1000 Falcon Ave  
 Miami Springs FL 33166

## 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	\$50	\$50	\$50	\$50
= Just Market Value	\$50	\$50	\$50	\$50
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## Historical Assessments

Year	Land Value	Building Value	Yard Item Value	Just (Market) Value	Assessed Value	Exempt Value	Taxable Value	Maximum Portability
2021	\$50	\$0	\$0	\$50	\$44	\$0	\$50	\$0
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2019	\$50	\$0	\$0	\$50	\$37	\$0	\$50	\$0
2018	\$50	\$0	\$0	\$50	\$34	\$0	\$50	\$0

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## Land

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

## Sales

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved	Grantor	Grantee
2/23/2010	\$100	Quit Claim Deed		2643	1645	11 - Unqualified	Vacant		

## View Tax Info

[View Taxes for this Parcel](#)

Map



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## Summary

**Parcel ID** 00520560-000000  
**Account#** 1639800  
**Property ID** 1639800  
**Millage Group** 500K  
**Location Address** VACANT LAND, KEY LARGO  
**Legal Description** BK 3 LT 1 MARION PARK PB4-113 KEY LARGO OR391-790 OR392-965 OR2643-1645/46 OR2691-374D/C  
*(Note: Not to be used on legal documents.)*  
**Neighborhood** 1865  
**Property Class** NON AGRICULTURE (9900)  
**Subdivision** MARION PARK  
**Sec/Twp/Rng** 32/61/39  
**Affordable Housing** No

## Owner

[PASS ELIZABETH A REV TRUST AGR 11/7/94](#)

1000 Falcon Ave  
Miami Springs FL 33166

## 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	\$50	\$50	\$50	\$50
= Just Market Value	\$50	\$50	\$50	\$50
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= School Taxable Value	\$50	\$50	\$50	\$50

## Historical Assessments

Year	Land Value	Building Value	Yard Item Value	Just (Market) Value	Assessed Value	Exempt Value	Taxable Value	Maximum Portability
2021	\$50	\$0	\$0	\$50	\$44	\$0	\$50	\$0
2020	\$50	\$0	\$0	\$50	\$40	\$0	\$50	\$0
2019	\$50	\$0	\$0	\$50	\$37	\$0	\$50	\$0
2018	\$50	\$0	\$0	\$50	\$34	\$0	\$50	\$0

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## Land

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

## Sales

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved	Grantor	Grantee
2/23/2010	\$100	Quit Claim Deed		2643	1645	11 - Unqualified	Vacant		

## View Tax Info

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Map



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**Summary**

Parcel ID 00520570-000000  
 Account# 1639818  
 Property ID 1639818  
 Millage Group 500K  
 Location Address VACANT LAND, KEY LARGO  
 Legal Description BK 3 LT 2 MARION PARK PB4-113 KEY LARGO OR391-790 OR392-965 OR2643-1645/46 OR2691-374D/C  
 (Note: Not to be used on legal documents.)  
 Neighborhood 1865  
 Property Class NON AGRICULTURE (9900)  
 Subdivision MARION PARK  
 Sec/Twp/Rng 32/61/39  
 Affordable Housing No

**Owner**

[PASS ELIZABETH A REV TRUST AGR 11/7/94](#)  
 1000 Falcon Ave  
 Miami Springs FL 33166

**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	\$50	\$50	\$50	\$50
= Just Market Value	\$50	\$50	\$50	\$50
= Total Assessed Value	\$48	\$44	\$40	\$37
- School Exempt Value	\$0	\$0	\$0	\$0
= School Taxable Value	\$50	\$50	\$50	\$50

**Historical Assessments**

Year	Land Value	Building Value	Yard Item Value	Just (Market) Value	Assessed Value	Exempt Value	Taxable Value	Maximum Portability
2021	\$50	\$0	\$0	\$50	\$44	\$0	\$50	\$0
2020	\$50	\$0	\$0	\$50	\$40	\$0	\$50	\$0
2019	\$50	\$0	\$0	\$50	\$37	\$0	\$50	\$0
2018	\$50	\$0	\$0	\$50	\$34	\$0	\$50	\$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
ENVIRONMENTALLY SENS (000X)	1.00	Lot	0	0

**Sales**

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved	Grantor	Grantee
2/23/2010	\$100	Quit Claim Deed		2643	1645	11 - Unqualified	Vacant		

**View Tax Info**

[View Taxes for this Parcel](#)

Map



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## Summary

**Parcel ID** 00520580-000000  
**Account#** 1639826  
**Property ID** 1639826  
**Millage Group** 500K  
**Location Address** VACANT LAND, KEY LARGO  
**Legal Description** BK 3 LT 3 MARION PARK PB4-113 KEY LARGO OR391-790 OR392-965 OR2643-1645/46 OR2691-374D/C  
*(Note: Not to be used on legal documents.)*  
**Neighborhood** 1865  
**Property Class** NON AGRICULTURE (9900)  
**Subdivision** MARION PARK  
**Sec/Twp/Rng** 32/61/39  
**Affordable Housing** No

## Owner

[PASS ELIZABETH A REV TRUST AGR 11/7/94](#)  
 1000 Falcon Ave  
 Miami Springs FL 33166

## 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	\$50	\$50	\$50	\$50
= Just Market Value	\$50	\$50	\$50	\$50
= Total Assessed Value	\$48	\$44	\$40	\$37
- School Exempt Value	\$0	\$0	\$0	\$0
= School Taxable Value	\$50	\$50	\$50	\$50

## Historical Assessments

Year	Land Value	Building Value	Yard Item Value	Just (Market) Value	Assessed Value	Exempt Value	Taxable Value	Maximum Portability
2021	\$50	\$0	\$0	\$50	\$44	\$0	\$50	\$0
2020	\$50	\$0	\$0	\$50	\$40	\$0	\$50	\$0
2019	\$50	\$0	\$0	\$50	\$37	\$0	\$50	\$0
2018	\$50	\$0	\$0	\$50	\$34	\$0	\$50	\$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
ENVIRONMENTALLY SENS (000X)	1.00	Lot	0	0

## Sales

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved	Grantor	Grantee
2/23/2010	\$100	Quit Claim Deed		2643	1645	11 - Unqualified	Vacant		

## View Tax Info

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Map



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**Summary**

Parcel ID 00520590-000000  
 Account# 1639834  
 Property ID 1639834  
 Millage Group 500K  
 Location Address VACANT LAND, KEY LARGO  
 Legal Description BK 3 LT 4 MARION PARK PB4-113 KEY LARGO OR391-790 OR392-965 OR2643-1645/46 OR2691-374D/C  
 (Note: Not to be used on legal documents.)  
 Neighborhood 1865  
 Property Class NON AGRICULTURE (9900)  
 Subdivision MARION PARK  
 Sec/Twp/Rng 32/61/39  
 Affordable Housing No

**Owner**

[PASS ELIZABETH A REV TRUST AGR 11/7/94](#)  
 1000 Falcon Ave  
 Miami Springs FL 33166

**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	\$50	\$50	\$50	\$50
= Just Market Value	\$50	\$50	\$50	\$50
= Total Assessed Value	\$48	\$44	\$40	\$37
- School Exempt Value	\$0	\$0	\$0	\$0
= School Taxable Value	\$50	\$50	\$50	\$50

**Historical Assessments**

Year	Land Value	Building Value	Yard Item Value	Just (Market) Value	Assessed Value	Exempt Value	Taxable Value	Maximum Portability
2021	\$50	\$0	\$0	\$50	\$44	\$0	\$50	\$0
2020	\$50	\$0	\$0	\$50	\$40	\$0	\$50	\$0
2019	\$50	\$0	\$0	\$50	\$37	\$0	\$50	\$0
2018	\$50	\$0	\$0	\$50	\$34	\$0	\$50	\$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
ENVIRONMENTALLY SENS (000X)	1.00	Lot	0	0

**Sales**

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved	Grantor	Grantee
2/23/2010	\$100	Quit Claim Deed		2643	1645	11 - Unqualified	Vacant		

**View Tax Info**

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Map



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## Summary

**Parcel ID** 00520600-000000  
**Account#** 1639842  
**Property ID** 1639842  
**Millage Group** 500K  
**Location Address** VACANT LAND, KEY LARGO  
**Legal Description** BK 3 LT 5 MARION PARK PB4-113 KEY LARGO OR391-790 OR392-965 OR2643-1645/46 OR2691-374D/C  
*(Note: Not to be used on legal documents.)*  
**Neighborhood** 1865  
**Property Class** NON AGRICULTURE (9900)  
**Subdivision** MARION PARK  
**Sec/Twp/Rng** 32/61/39  
**Affordable Housing** No

## Owner

[PASS ELIZABETH A REV TRUST AGR 11/7/94](#)  
 1000 Falcon Ave  
 Miami Springs FL 33166

## 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	\$50	\$50	\$50	\$50
= Just Market Value	\$50	\$50	\$50	\$50
= Total Assessed Value	\$48	\$44	\$40	\$37
- School Exempt Value	\$0	\$0	\$0	\$0
= School Taxable Value	\$50	\$50	\$50	\$50

## Historical Assessments

Year	Land Value	Building Value	Yard Item Value	Just (Market) Value	Assessed Value	Exempt Value	Taxable Value	Maximum Portability
2021	\$50	\$0	\$0	\$50	\$44	\$0	\$50	\$0
2020	\$50	\$0	\$0	\$50	\$40	\$0	\$50	\$0
2019	\$50	\$0	\$0	\$50	\$37	\$0	\$50	\$0
2018	\$50	\$0	\$0	\$50	\$34	\$0	\$50	\$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
ENVIRONMENTALLY SENS (000X)	1.00	Lot	60	100

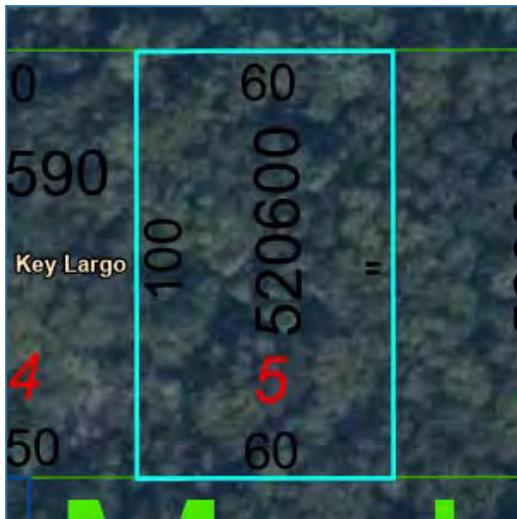
## Sales

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved	Grantor	Grantee
2/23/2010	\$100	Quit Claim Deed		2643	1645	11 - Unqualified	Vacant		

## View Tax Info

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## Summary

**Parcel ID** 00520610-000000  
**Account#** 1639851  
**Property ID** 1639851  
**Millage Group** 500K  
**Location Address** VACANT LAND, KEY LARGO  
**Legal Description** BK 3 LT 6 MARION PARK PB4-113 KEY LARGO OR391-790 OR392-965 OR2643-1645/46 OR2691-374D/C  
*(Note: Not to be used on legal documents.)*  
**Neighborhood** 1865  
**Property Class** NON AGRICULTURE (9900)  
**Subdivision** MARION PARK  
**Sec/Twp/Rng** 32/61/39  
**Affordable Housing** No

## Owner

[PASS ELIZABETH A REV TRUST AGR 11/7/94](#)  
 1000 Falcon Ave  
 Miami Springs FL 33166

## 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	\$50	\$50	\$50	\$50
= Just Market Value	\$50	\$50	\$50	\$50
= Total Assessed Value	\$48	\$44	\$40	\$37
- School Exempt Value	\$0	\$0	\$0	\$0
= School Taxable Value	\$50	\$50	\$50	\$50

## Historical Assessments

Year	Land Value	Building Value	Yard Item Value	Just (Market) Value	Assessed Value	Exempt Value	Taxable Value	Maximum Portability
2021	\$50	\$0	\$0	\$50	\$44	\$0	\$50	\$0
2020	\$50	\$0	\$0	\$50	\$40	\$0	\$50	\$0
2019	\$50	\$0	\$0	\$50	\$37	\$0	\$50	\$0
2018	\$50	\$0	\$0	\$50	\$34	\$0	\$50	\$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
ENVIRONMENTALLY SENS (000X)	1.00	Lot	60	100

## Sales

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved	Grantor	Grantee
2/23/2010	\$100	Quit Claim Deed		2643	1645	11 - Unqualified	Vacant		

## View Tax Info

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## Summary

**Parcel ID** 00520620-000000  
**Account#** 1639869  
**Property ID** 1639869  
**Millage Group** 500K  
**Location Address** VACANT LAND, KEY LARGO  
**Legal Description** BK 3 LT 7 MARION PARK PB4-113 KEY LARGO OR391-790 OR392-965 OR2643-1645/46 OR2691-374D/C  
*(Note: Not to be used on legal documents.)*  
**Neighborhood** 1865  
**Property Class** NON AGRICULTURE (9900)  
**Subdivision** MARION PARK  
**Sec/Twp/Rng** 32/61/39  
**Affordable Housing** No

## Owner

[PASS ELIZABETH A REV TRUST AGR 11/7/94](#)

1000 Falcon Ave  
Miami Springs FL 33166

## 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	\$50	\$50	\$50	\$50
= Just Market Value	\$50	\$50	\$50	\$50
= Total Assessed Value	\$48	\$44	\$40	\$37
- School Exempt Value	\$0	\$0	\$0	\$0
= School Taxable Value	\$50	\$50	\$50	\$50

## Historical Assessments

Year	Land Value	Building Value	Yard Item Value	Just (Market) Value	Assessed Value	Exempt Value	Taxable Value	Maximum Portability
2021	\$50	\$0	\$0	\$50	\$44	\$0	\$50	\$0
2020	\$50	\$0	\$0	\$50	\$40	\$0	\$50	\$0
2019	\$50	\$0	\$0	\$50	\$37	\$0	\$50	\$0
2018	\$50	\$0	\$0	\$50	\$34	\$0	\$50	\$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
ENVIRONMENTALLY SENS (000X)	1.00	Lot	60	100

## Sales

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved	Grantor	Grantee
2/23/2010	\$100	Quit Claim Deed		2643	1645	11 - Unqualified	Vacant		

## View Tax Info

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## Summary

**Parcel ID** 00520630-000000  
**Account#** 1639877  
**Property ID** 1639877  
**Millage Group** 500K  
**Location Address** VACANT LAND, KEY LARGO  
**Legal Description** BK 3 LT 8 MARION PARK PB4-113 KEY LARGO OR391-790 OR392-965 OR2643-1645/46 OR2691-374D/C  
*(Note: Not to be used on legal documents.)*  
**Neighborhood** 1865  
**Property Class** NON AGRICULTURE (9900)  
**Subdivision** MARION PARK  
**Sec/Twp/Rng** 32/61/39  
**Affordable Housing** No

## Owner

[PASS ELIZABETH A REV TRUST AGR 11/7/94](#)  
 1000 Falcon Ave  
 Miami Springs FL 33166

## 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	\$50	\$50	\$50	\$50
= Just Market Value	\$50	\$50	\$50	\$50
= Total Assessed Value	\$48	\$44	\$40	\$37
- School Exempt Value	\$0	\$0	\$0	\$0
= School Taxable Value	\$50	\$50	\$50	\$50

## Historical Assessments

Year	Land Value	Building Value	Yard Item Value	Just (Market) Value	Assessed Value	Exempt Value	Taxable Value	Maximum Portability
2021	\$50	\$0	\$0	\$50	\$44	\$0	\$50	\$0
2020	\$50	\$0	\$0	\$50	\$40	\$0	\$50	\$0
2019	\$50	\$0	\$0	\$50	\$37	\$0	\$50	\$0
2018	\$50	\$0	\$0	\$50	\$34	\$0	\$50	\$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
ENVIRONMENTALLY SENS (000X)	1.00	Lot	60	100

## Sales

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved	Grantor	Grantee
2/23/2010	\$100	Quit Claim Deed		2643	1645	11 - Unqualified	Vacant		

## View Tax Info

[View Taxes for this Parcel](#)

Map



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**Summary**

Parcel ID 00520640-000000  
 Account# 1639885  
 Property ID 1639885  
 Millage Group 500K  
 Location Address VACANT LAND, KEY LARGO  
 Legal Description BK 3 LT 9 MARION PARK PB4-113 KEY LARGO OR391-790 OR392-965 OR2643-1645/46 OR2691-374D/C  
 (Note: Not to be used on legal documents.)  
 Neighborhood 1865  
 Property Class NON AGRICULTURE (9900)  
 Subdivision MARION PARK  
 Sec/Twp/Rng 32/61/39  
 Affordable Housing No

**Owner**

[PASS ELIZABETH A REV TRUST AGR 11/7/94](#)  
 1000 Falcon Ave  
 Miami Springs FL 33166

**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	\$50	\$50	\$50	\$50
= Just Market Value	\$50	\$50	\$50	\$50
= Total Assessed Value	\$48	\$44	\$40	\$37
- School Exempt Value	\$0	\$0	\$0	\$0
= School Taxable Value	\$50	\$50	\$50	\$50

**Historical Assessments**

Year	Land Value	Building Value	Yard Item Value	Just (Market) Value	Assessed Value	Exempt Value	Taxable Value	Maximum Portability
2021	\$50	\$0	\$0	\$50	\$44	\$0	\$50	\$0
2020	\$50	\$0	\$0	\$50	\$40	\$0	\$50	\$0
2019	\$50	\$0	\$0	\$50	\$37	\$0	\$50	\$0
2018	\$50	\$0	\$0	\$50	\$34	\$0	\$50	\$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
ENVIRONMENTALLY SENS (000X)	1.00	Lot	60	100

**Sales**

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved	Grantor	Grantee
2/23/2010	\$100	Quit Claim Deed		2643	1645	11 - Unqualified	Vacant		

**View Tax Info**

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Map



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

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**Summary**

Parcel ID 00520650-000000  
 Account# 1639893  
 Property ID 1639893  
 Millage Group 500K  
 Location Address VACANT LAND, KEY LARGO  
 Legal Description BK 3 LT 10 MARION PARK PB4-113 KEY LARGO OR391-790 OR392-965-Q OR830-196/197-FJ OR2643-1645/46 OR2691-374D/C  
 (Note: Not to be used on legal documents.)  
 Neighborhood 1865  
 Property Class NON AGRICULTURE (9900)  
 Subdivision MARION PARK  
 Sec/Twp/Rng 32/61/39  
 Affordable Housing No

**Owner**

[PASS ELIZABETH A REV TRUST AGR 11/7/94](#)  
 1000 Falcon Ave  
 Miami Springs FL 33166

**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	\$50	\$50	\$50	\$50
= Just Market Value	\$50	\$50	\$50	\$50
= Total Assessed Value	\$48	\$44	\$40	\$37
- School Exempt Value	\$0	\$0	\$0	\$0
= School Taxable Value	\$50	\$50	\$50	\$50

**Historical Assessments**

Year	Land Value	Building Value	Yard Item Value	Just (Market) Value	Assessed Value	Exempt Value	Taxable Value	Maximum Portability
2021	\$50	\$0	\$0	\$50	\$44	\$0	\$50	\$0
2020	\$50	\$0	\$0	\$50	\$40	\$0	\$50	\$0
2019	\$50	\$0	\$0	\$50	\$37	\$0	\$50	\$0
2018	\$50	\$0	\$0	\$50	\$34	\$0	\$50	\$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
ENVIRONMENTALLY SENS (000X)	1.00	Lot	60	100

**Sales**

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved	Grantor	Grantee
2/23/2010	\$100	Quit Claim Deed		2643	1645	11 - Unqualified	Vacant		

**View Tax Info**

[View Taxes for this Parcel](#)

Map



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**Summary**

Parcel ID 00520730-000000  
 Account# 1639974  
 Property ID 1639974  
 Millage Group 500K  
 Location Address VACANT LAND, KEY LARGO  
 Legal Description BK 4 LT 1 MARION PARK PB4-113 KEY LARGO OR391-790 OR392-965 OR2643-1645/46 OR2691-374D/C  
 (Note: Not to be used on legal documents.)  
 Neighborhood 1865  
 Property Class NON AGRICULTURE (9900)  
 Subdivision MARION PARK  
 Sec/Twp/Rng 32/61/39  
 Affordable Housing No

**Owner**

[PASS ELIZABETH A REVOCABLE TRUST AGREEMENT](#)  
 11/7/94  
 1000 Falcon Ave  
 Miami Springs FL 33166

**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	\$50	\$50	\$50	\$50
= Just Market Value	\$50	\$50	\$50	\$50
= Total Assessed Value	\$48	\$44	\$40	\$37
- School Exempt Value	\$0	\$0	\$0	\$0
= School Taxable Value	\$50	\$50	\$50	\$50

**Historical Assessments**

Year	Land Value	Building Value	Yard Item Value	Just (Market) Value	Assessed Value	Exempt Value	Taxable Value	Maximum Portability
2021	\$50	\$0	\$0	\$50	\$44	\$0	\$50	\$0
2020	\$50	\$0	\$0	\$50	\$40	\$0	\$50	\$0
2019	\$50	\$0	\$0	\$50	\$37	\$0	\$50	\$0
2018	\$50	\$0	\$0	\$50	\$34	\$0	\$50	\$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
ENVIRONMENTALLY SENS (000X)	1.00	Lot	0	0

**Sales**

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved	Grantor	Grantee
2/23/2010	\$100	Quit Claim Deed		2643	1645	11 - Unqualified	Vacant		

**View Tax Info**

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Map



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**Summary**

Parcel ID 00520740-000000  
 Account# 1639982  
 Property ID 1639982  
 Millage Group 500K  
 Location Address VACANT LAND, KEY LARGO  
 Legal Description BK 4 LT 2 MARION PARK PB4-113 KEY LARGO OR391-790 OR392-965 OR2643-1645/46 OR2691-374D/C  
 (Note: Not to be used on legal documents.)  
 Neighborhood 1865  
 Property Class NON AGRICULTURE (9900)  
 Subdivision MARION PARK  
 Sec/Twp/Rng 32/61/39  
 Affordable Housing No

**Owner**

[PASS ELIZABETH A REV TR AGR 11/7/94](#)  
 c/o WILLIAM H PASS  
 7172 Vista Park Blvd  
 Orlando FL 32829

**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	\$50	\$50	\$50	\$50
= Just Market Value	\$50	\$50	\$50	\$50
= Total Assessed Value	\$48	\$44	\$40	\$37
- School Exempt Value	\$0	\$0	\$0	\$0
= School Taxable Value	\$50	\$50	\$50	\$50

**Historical Assessments**

Year	Land Value	Building Value	Yard Item Value	Just (Market) Value	Assessed Value	Exempt Value	Taxable Value	Maximum Portability
2021	\$50	\$0	\$0	\$50	\$44	\$0	\$50	\$0
2020	\$50	\$0	\$0	\$50	\$40	\$0	\$50	\$0
2019	\$50	\$0	\$0	\$50	\$37	\$0	\$50	\$0
2018	\$50	\$0	\$0	\$50	\$34	\$0	\$50	\$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
ENVIRONMENTALLY SENS (000X)	1.00	Lot	60	100

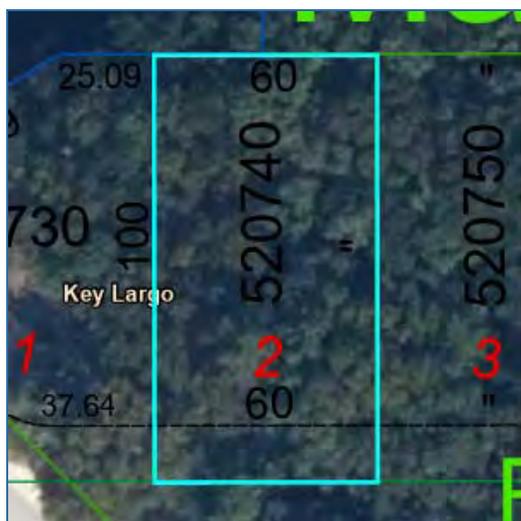
**Sales**

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved	Grantor	Grantee
2/23/2010	\$100	Quit Claim Deed		2643	1645	11 - Unqualified	Vacant		

**View Tax Info**

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Map



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## Summary

Parcel ID	00520750-000000
Account#	1639991
Property ID	1639991
Millage Group	500K
Location Address	VACANT LAND, KEY LARGO
Legal Description	BK 4 LT 3 MARION PARK PB4-113 KEY LARGO OR391-790 OR392-965 OR2643-1645/46 OR2691-374D/C (Note: Not to be used on legal documents.)
Neighborhood	1865
Property Class	NON AGRICULTURE (9900)
Subdivision	MARION PARK
Sec/Twp/Rng	32/61/39
Affordable Housing	No

## Owner

[PASS ELIZABETH A REV TR AGR 11/7/94](#)

c/o WILLIAM H PASS  
7172 Vista Park Blvd  
Orlando FL 32829

## 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	\$50	\$50	\$50	\$50
= Just Market Value	\$50	\$50	\$50	\$50
= Total Assessed Value	\$48	\$44	\$40	\$37
- School Exempt Value	\$0	\$0	\$0	\$0
= School Taxable Value	\$50	\$50	\$50	\$50

## Historical Assessments

Year	Land Value	Building Value	Yard Item Value	Just (Market) Value	Assessed Value	Exempt Value	Taxable Value	Maximum Portability
2021	\$50	\$0	\$0	\$50	\$44	\$0	\$50	\$0
2020	\$50	\$0	\$0	\$50	\$40	\$0	\$50	\$0
2019	\$50	\$0	\$0	\$50	\$37	\$0	\$50	\$0
2018	\$50	\$0	\$0	\$50	\$34	\$0	\$50	\$0

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## Land

Land Use	Number of Units	Unit Type	Frontage	Depth
ENVIRONMENTALLY SENS (000X)	1.00	Lot	60	100

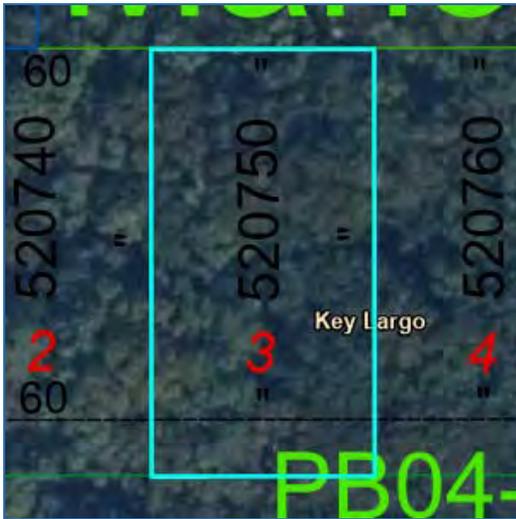
## Sales

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved	Grantor	Grantee
2/23/2010	\$100	Quit Claim Deed		2643	1645	11 - Unqualified	Vacant		

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## Summary

**Parcel ID** 00520760-000000  
**Account#** 1640000  
**Property ID** 1640000  
**Millage Group** 500K  
**Location Address** VACANT LAND, KEY LARGO  
**Legal Description** BK 4 LT 4 MARION PARK PB4-113 KEY LARGO OR391-790 OR392-965 OR2643-1645/46 OR2691-374D/C  
*(Note: Not to be used on legal documents.)*  
**Neighborhood** 1865  
**Property Class** NON AGRICULTURE (9900)  
**Subdivision** MARION PARK  
**Sec/Twp/Rng** 32/61/39  
**Affordable Housing** No

## Owner

[PASS ELIZABETH A REV TR AGR 11/7/94](#)  
 c/o WILLIAM H PASS  
 7172 Vista Park Blvd  
 Orlando FL 32829

## 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	\$50	\$50	\$50	\$50
= Just Market Value	\$50	\$50	\$50	\$50
= Total Assessed Value	\$48	\$44	\$40	\$37
- School Exempt Value	\$0	\$0	\$0	\$0
= School Taxable Value	\$50	\$50	\$50	\$50

## Historical Assessments

Year	Land Value	Building Value	Yard Item Value	Just (Market) Value	Assessed Value	Exempt Value	Taxable Value	Maximum Portability
2021	\$50	\$0	\$0	\$50	\$44	\$0	\$50	\$0
2020	\$50	\$0	\$0	\$50	\$40	\$0	\$50	\$0
2019	\$50	\$0	\$0	\$50	\$37	\$0	\$50	\$0
2018	\$50	\$0	\$0	\$50	\$34	\$0	\$50	\$0

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## Land

Land Use	Number of Units	Unit Type	Frontage	Depth
ENVIRONMENTALLY SENS (000X)	1.00	Lot	60	100

## Sales

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved	Grantor	Grantee
2/23/2010	\$100	Quit Claim Deed		2643	1645	11 - Unqualified	Vacant		

## View Tax Info

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## Summary

Parcel ID	00520770-000000
Account#	1640018
Property ID	1640018
Millage Group	500K
Location Address	VACANT LAND, KEY LARGO
Legal Description	BK 4 LT 5 MARION PARK PB4-113 KEY LARGO OR391-790 OR392-965 OR2643-1645/46 OR2691-374D/C (Note: Not to be used on legal documents.)
Neighborhood	1865
Property Class	NON AGRICULTURE (9900)
Subdivision	MARION PARK
Sec/Twp/Rng	32/61/39
Affordable Housing	No

## Owner

[PASS ELIZABETH A REV TR AGR 11/7/94](#)

c/o WILLIAM H PASS  
7172 Vista Park Blvd  
Orlando FL 32829

## 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	\$50	\$50	\$50	\$50
= Just Market Value	\$50	\$50	\$50	\$50
= Total Assessed Value	\$48	\$44	\$40	\$37
- School Exempt Value	\$0	\$0	\$0	\$0
= School Taxable Value	\$50	\$50	\$50	\$50

## Historical Assessments

Year	Land Value	Building Value	Yard Item Value	Just (Market) Value	Assessed Value	Exempt Value	Taxable Value	Maximum Portability
2021	\$50	\$0	\$0	\$50	\$44	\$0	\$50	\$0
2020	\$50	\$0	\$0	\$50	\$40	\$0	\$50	\$0
2019	\$50	\$0	\$0	\$50	\$37	\$0	\$50	\$0
2018	\$50	\$0	\$0	\$50	\$34	\$0	\$50	\$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
ENVIRONMENTALLY SENS (000X)	1.00	Lot	60	100

## Sales

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved	Grantor	Grantee
2/23/2010	\$100	Quit Claim Deed		2643	1645	11 - Unqualified	Vacant		

## View Tax Info

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**Summary**

Parcel ID 00520780-000000  
 Account# 1640026  
 Property ID 1640026  
 Millage Group 500K  
 Location Address VACANT LAND, KEY LARGO  
 Legal Description BK 4 LT 6 MARION PARK PB4-113 KEY LARGO OR391-790 OR392-965 OR2643-1645/46 OR2691-374D/C  
 (Note: Not to be used on legal documents.)  
 Neighborhood 1865  
 Property Class NON AGRICULTURE (9900)  
 Subdivision MARION PARK  
 Sec/Twp/Rng 32/61/39  
 Affordable Housing No

**Owner**

[PASS ELIZABETH A REV TR AGR 11/7/94](#)  
 c/o WILLIAM H PASS  
 7172 Vista Park Blvd  
 Orlando FL 32829

**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	\$50	\$50	\$50	\$50
= Just Market Value	\$50	\$50	\$50	\$50
= Total Assessed Value	\$48	\$44	\$40	\$37
- School Exempt Value	\$0	\$0	\$0	\$0
= School Taxable Value	\$50	\$50	\$50	\$50

**Historical Assessments**

Year	Land Value	Building Value	Yard Item Value	Just (Market) Value	Assessed Value	Exempt Value	Taxable Value	Maximum Portability
2021	\$50	\$0	\$0	\$50	\$44	\$0	\$50	\$0
2020	\$50	\$0	\$0	\$50	\$40	\$0	\$50	\$0
2019	\$50	\$0	\$0	\$50	\$37	\$0	\$50	\$0
2018	\$50	\$0	\$0	\$50	\$34	\$0	\$50	\$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
ENVIRONMENTALLY SENS (000X)	1.00	Lot	0	0

**Sales**

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved	Grantor	Grantee
2/23/2013	\$100	Quit Claim Deed		2643	1645	11 - Unqualified	Vacant		

**View Tax Info**

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Map



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2022 Notices Only

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## Summary

**Parcel ID** 00520790-000000  
**Account#** 1640034  
**Property ID** 1640034  
**Millage Group** 500K  
**Location Address** VACANT LAND, KEY LARGO  
**Legal Description** BK 4 LT 7 MARION PARK PB4-113 KEY LARGO OR391-790 OR392-965 OR2643-1645/46 OR2691-374D/C  
*(Note: Not to be used on legal documents.)*  
**Neighborhood** 1865  
**Property Class** NON AGRICULTURE (9900)  
**Subdivision** MARION PARK  
**Sec/Twp/Rng** 32/61/39  
**Affordable Housing** No

## Owner

[PASS ELIZABETH A REV TR AGR 11/7/94](#)  
 c/o WILLIAM H PASS  
 7172 Vista Park Blvd  
 Orlando FL 32829

## 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	\$50	\$50	\$50	\$50
= Just Market Value	\$50	\$50	\$50	\$50
= Total Assessed Value	\$48	\$44	\$40	\$37
- School Exempt Value	\$0	\$0	\$0	\$0
= School Taxable Value	\$50	\$50	\$50	\$50

## Historical Assessments

Year	Land Value	Building Value	Yard Item Value	Just (Market) Value	Assessed Value	Exempt Value	Taxable Value	Maximum Portability
2021	\$50	\$0	\$0	\$50	\$44	\$0	\$50	\$0
2020	\$50	\$0	\$0	\$50	\$40	\$0	\$50	\$0
2019	\$50	\$0	\$0	\$50	\$37	\$0	\$50	\$0
2018	\$50	\$0	\$0	\$50	\$34	\$0	\$50	\$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
ENVIRONMENTALLY SENS (000X)	1.00	Lot	0	0

## Sales

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved	Grantor	Grantee
2/23/2010	\$100	Quit Claim Deed		2643	1645	11 - Unqualified	Vacant		

## View Tax Info

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Map



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

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

**Summary**

Parcel ID 00520800-000000  
 Account# 1640042  
 Property ID 1640042  
 Millage Group 500K  
 Location Address VACANT LAND, KEY LARGO  
 Legal Description BK 4 LT 8 MARION PARK PB4-113 KEY LARGO OR391-790 OR392-965 OR2643-1645/46 OR2691-374D/C  
 (Note: Not to be used on legal documents.)  
 Neighborhood 1865  
 Property Class NON AGRICULTURE (9900)  
 Subdivision MARION PARK  
 Sec/Twp/Rng 32/61/39  
 Affordable Housing No

**Owner**

[PASS ELIZABETH A REV TR AGR 11/7/94](#)  
 c/o WILLIAM H PASS  
 7172 Vista Park Blvd  
 Orlando FL 32829

**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	\$50	\$50	\$50	\$50
= Just Market Value	\$50	\$50	\$50	\$50
= Total Assessed Value	\$48	\$44	\$40	\$37
- School Exempt Value	\$0	\$0	\$0	\$0
= School Taxable Value	\$50	\$50	\$50	\$50

**Historical Assessments**

Year	Land Value	Building Value	Yard Item Value	Just (Market) Value	Assessed Value	Exempt Value	Taxable Value	Maximum Portability
2021	\$50	\$0	\$0	\$50	\$44	\$0	\$50	\$0
2020	\$50	\$0	\$0	\$50	\$40	\$0	\$50	\$0
2019	\$50	\$0	\$0	\$50	\$37	\$0	\$50	\$0
2018	\$50	\$0	\$0	\$50	\$34	\$0	\$50	\$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
ENVIRONMENTALLY SENS (000X)	1.00	Lot	0	0

**Sales**

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved	Grantor	Grantee
2/23/2010	\$100	Quit Claim Deed		2643	1645	11 - Unqualified	Vacant		

**View Tax Info**

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Map



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**Summary**

Parcel ID 00520810-000000  
 Account# 1640051  
 Property ID 1640051  
 Millage Group 500K  
 Location Address VACANT LAND, KEY LARGO  
 Legal Description BK 4 LT 9 MARION PARK PB4-113 KEY LARGO OR391-790 OR392-965 OR2643-1645/46 OR2691-374D/C  
 (Note: Not to be used on legal documents.)  
 Neighborhood 1865  
 Property Class NON AGRICULTURE (9900)  
 Subdivision MARION PARK  
 Sec/Twp/Rng 32/61/39  
 Affordable Housing No

**Owner**

[PASS ELIZABETH A REV TRUST AGR 11/7/94](#)  
 1000 Falcon Ave  
 Miami Springs FL 33166

**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	\$50	\$50	\$50	\$50
= Just Market Value	\$50	\$50	\$50	\$50
= Total Assessed Value	\$48	\$44	\$40	\$37
- School Exempt Value	\$0	\$0	\$0	\$0
= School Taxable Value	\$50	\$50	\$50	\$50

**Historical Assessments**

Year	Land Value	Building Value	Yard Item Value	Just (Market) Value	Assessed Value	Exempt Value	Taxable Value	Maximum Portability
2021	\$50	\$0	\$0	\$50	\$44	\$0	\$50	\$0
2020	\$50	\$0	\$0	\$50	\$40	\$0	\$50	\$0
2019	\$50	\$0	\$0	\$50	\$37	\$0	\$50	\$0
2018	\$50	\$0	\$0	\$50	\$34	\$0	\$50	\$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
ENVIRONMENTALLY SENS (000X)	1.00	Lot	0	0

**Sales**

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved	Grantor	Grantee
2/23/2010	\$100	Quit Claim Deed		2643	1645	11 - Unqualified	Vacant		

**View Tax Info**

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**Summary**

Parcel ID 00520820-000000  
 Account# 1640069  
 Property ID 1640069  
 Millage Group 500K  
 Location Address VACANT LAND, KEY LARGO  
 Legal Description BK 4 LT 10 MARION PARK PB4-113 KEY LARGO OR391-790 OR392-965 OR2643-1645/46 OR2691-374D/C  
 (Note: Not to be used on legal documents.)  
 Neighborhood 1865  
 Property Class NON AGRICULTURE (9900)  
 Subdivision MARION PARK  
 Sec/Twp/Rng 32/61/39  
 Affordable Housing No

**Owner**

[PASS ELIZABETH A REV TRUST AGR 11/7/94](#)  
 1000 Falcon Ave  
 Miami Springs FL 33166

**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	\$50	\$50	\$50	\$50
= Just Market Value	\$50	\$50	\$50	\$50
= Total Assessed Value	\$48	\$44	\$40	\$37
- School Exempt Value	\$0	\$0	\$0	\$0
= School Taxable Value	\$50	\$50	\$50	\$50

**Historical Assessments**

Year	Land Value	Building Value	Yard Item Value	Just (Market) Value	Assessed Value	Exempt Value	Taxable Value	Maximum Portability
2021	\$50	\$0	\$0	\$50	\$44	\$0	\$50	\$0
2020	\$50	\$0	\$0	\$50	\$40	\$0	\$50	\$0
2019	\$50	\$0	\$0	\$50	\$37	\$0	\$50	\$0
2018	\$50	\$0	\$0	\$50	\$34	\$0	\$50	\$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
ENVIRONMENTALLY SENS (000X)	1.00	Lot	0	0

**Sales**

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved	Grantor	Grantee
2/23/2010	\$100	Quit Claim Deed		2643	1645	11 - Unqualified	Vacant		

**View Tax Info**

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Map



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**Summary**

Parcel ID 00520830-000000  
 Account# 1640077  
 Property ID 1640077  
 Millage Group 500K  
 Location Address VACANT LAND, KEY LARGO  
 Legal Description BK 4 LT 11 MARION PARK PB4-113 KEY LARGO OR391-790 OR392-965 OR2643-1645/46 OR2691-374D/C  
 (Note: Not to be used on legal documents.)  
 Neighborhood 1865  
 Property Class NON AGRICULTURE (9900)  
 Subdivision MARION PARK  
 Sec/Twp/Rng 32/61/39  
 Affordable Housing No

**Owner**

[PASS ELIZABETH A REV TRUST AGR 11/7/94](#)  
 1000 Falcon Ave  
 Miami Springs FL 33166

**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	\$50	\$50	\$50	\$50
= Just Market Value	\$50	\$50	\$50	\$50
= Total Assessed Value	\$48	\$44	\$40	\$37
- School Exempt Value	\$0	\$0	\$0	\$0
= School Taxable Value	\$50	\$50	\$50	\$50

**Historical Assessments**

Year	Land Value	Building Value	Yard Item Value	Just (Market) Value	Assessed Value	Exempt Value	Taxable Value	Maximum Portability
2021	\$50	\$0	\$0	\$50	\$44	\$0	\$50	\$0
2020	\$50	\$0	\$0	\$50	\$40	\$0	\$50	\$0
2019	\$50	\$0	\$0	\$50	\$37	\$0	\$50	\$0
2018	\$50	\$0	\$0	\$50	\$34	\$0	\$50	\$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
ENVIRONMENTALLY SENS (000X)	1.00	Lot	0	0

**Sales**

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved	Grantor	Grantee
2/23/2010	\$100	Quit Claim Deed		2643	1645	11 - Unqualified	Vacant		

**View Tax Info**

[View Taxes for this Parcel](#)

Map



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## Summary

**Parcel ID** 00520840-000000  
**Account#** 1640085  
**Property ID** 1640085  
**Millage Group** 500K  
**Location Address** VACANT LAND, KEY LARGO  
**Legal Description** BK 4 LT 12 MARION PARK PB4-113 KEY LARGO OR391-790 OR392-965 OR2643-1645/46 OR2691-374D/C  
*(Note: Not to be used on legal documents.)*  
**Neighborhood** 1865  
**Property Class** NON AGRICULTURE (9900)  
**Subdivision** MARION PARK  
**Sec/Twp/Rng** 32/61/39  
**Affordable Housing** No

## Owner

[PASS ELIZABETH A REV TRUST AGR 11/7/94](#)

1000 Falcon Ave  
Miami Springs FL 33166

## 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	\$50	\$50	\$50	\$50
= Just Market Value	\$50	\$50	\$50	\$50
= Total Assessed Value	\$48	\$44	\$40	\$37
- School Exempt Value	\$0	\$0	\$0	\$0
= School Taxable Value	\$50	\$50	\$50	\$50

## Historical Assessments

Year	Land Value	Building Value	Yard Item Value	Just (Market) Value	Assessed Value	Exempt Value	Taxable Value	Maximum Portability
2021	\$50	\$0	\$0	\$50	\$44	\$0	\$50	\$0
2020	\$50	\$0	\$0	\$50	\$40	\$0	\$50	\$0
2019	\$50	\$0	\$0	\$50	\$37	\$0	\$50	\$0
2018	\$50	\$0	\$0	\$50	\$34	\$0	\$50	\$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
ENVIRONMENTALLY SENS (000X)	1.00	Lot	0	0

## Sales

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved	Grantor	Grantee
2/23/2010	\$100	Quit Claim Deed		2643	1645	11 - Unqualified	Vacant		

## View Tax Info

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Map



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## Summary

**Parcel ID** 00520850-000000  
**Account#** 1640093  
**Property ID** 1640093  
**Millage Group** 500K  
**Location Address** VACANT LAND, KEY LARGO  
**Legal Description** BK 5 LT 1 MARION PARK PB4-113 KEY LARGO OR391-790 OR392-965 OR2643-1645/46 OR2691-374D/C  
*(Note: Not to be used on legal documents.)*  
**Neighborhood** 1865  
**Property Class** NON AGRICULTURE (9900)  
**Subdivision** MARION PARK  
**Sec/Twp/Rng** 32/61/39  
**Affordable Housing** No

## Owner

[PASS ELIZABETH A REV TRUST AGR 11/7/94](#)  
 1000 Falcon Ave  
 Miami Springs FL 33166

## 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	\$50	\$50	\$50	\$50
= Just Market Value	\$50	\$50	\$50	\$50
= Total Assessed Value	\$48	\$44	\$40	\$37
- School Exempt Value	\$0	\$0	\$0	\$0
= School Taxable Value	\$50	\$50	\$50	\$50

## Historical Assessments

Year	Land Value	Building Value	Yard Item Value	Just (Market) Value	Assessed Value	Exempt Value	Taxable Value	Maximum Portability
2021	\$50	\$0	\$0	\$50	\$44	\$0	\$50	\$0
2020	\$50	\$0	\$0	\$50	\$40	\$0	\$50	\$0
2019	\$50	\$0	\$0	\$50	\$37	\$0	\$50	\$0
2018	\$50	\$0	\$0	\$50	\$34	\$0	\$50	\$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
ENVIRONMENTALLY SENS (000X)	1.00	Lot	0	0

## Sales

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved	Grantor	Grantee
2/23/2010	\$100	Quit Claim Deed		2643	1645	11 - Unqualified	Vacant		

## View Tax Info

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### Map



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## Summary

**Parcel ID** 00520860-000000  
**Account#** 1640107  
**Property ID** 1640107  
**Millage Group** 500K  
**Location Address** VACANT LAND, KEY LARGO  
**Legal Description** BK 5 LT 2 MARION PARK PB4-113 KEY LARGO OR391-790 OR392-965 OR2643-1645/46 OR2691-374D/C  
*(Note: Not to be used on legal documents.)*  
**Neighborhood** 1865  
**Property Class** NON AGRICULTURE (9900)  
**Subdivision** MARION PARK  
**Sec/Twp/Rng** 32/61/39  
**Affordable Housing** No

## Owner

[PASS ELIZABETH A REV TRUST AGR 11/7/94](#)  
 1000 Falcon Ave  
 Miami Springs FL 33166

## 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	\$50	\$50	\$50	\$50
= Just Market Value	\$50	\$50	\$50	\$50
= Total Assessed Value	\$48	\$44	\$40	\$37
- School Exempt Value	\$0	\$0	\$0	\$0
= School Taxable Value	\$50	\$50	\$50	\$50

## Historical Assessments

Year	Land Value	Building Value	Yard Item Value	Just (Market) Value	Assessed Value	Exempt Value	Taxable Value	Maximum Portability
2021	\$50	\$0	\$0	\$50	\$44	\$0	\$50	\$0
2020	\$50	\$0	\$0	\$50	\$40	\$0	\$50	\$0
2019	\$50	\$0	\$0	\$50	\$37	\$0	\$50	\$0
2018	\$50	\$0	\$0	\$50	\$34	\$0	\$50	\$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
ENVIRONMENTALLY SENS (000X)	1.00	Lot	55	120

## Sales

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved	Grantor	Grantee
2/23/2010	\$100	Quit Claim Deed		2643	1645	11 - Unqualified	Vacant		

## View Tax Info

[View Taxes for this Parcel](#)

Map



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## Summary

**Parcel ID** 00520870-000000  
**Account#** 1640115  
**Property ID** 1640115  
**Millage Group** 500K  
**Location Address** VACANT LAND, KEY LARGO  
**Legal Description** BK 5 LT 3 MARION PARK PB4-113 KEY LARGO OR391-790 OR392-965 OR2643-1645/46 OR2691-374D/C  
*(Note: Not to be used on legal documents.)*  
**Neighborhood** 1865  
**Property Class** NON AGRICULTURE (9900)  
**Subdivision** MARION PARK  
**Sec/Twp/Rng** 32/61/39  
**Affordable Housing** No

## Owner

[PASS ELIZABETH A REV TRUST AGR 11/7/94](#)

1000 Falcon Ave  
Miami Springs FL 33166

## 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	\$50	\$50	\$50	\$50
= Just Market Value	\$50	\$50	\$50	\$50
= Total Assessed Value	\$48	\$44	\$40	\$37
- School Exempt Value	\$0	\$0	\$0	\$0
= School Taxable Value	\$50	\$50	\$50	\$50

## Historical Assessments

Year	Land Value	Building Value	Yard Item Value	Just (Market) Value	Assessed Value	Exempt Value	Taxable Value	Maximum Portability
2021	\$50	\$0	\$0	\$50	\$44	\$0	\$50	\$0
2020	\$50	\$0	\$0	\$50	\$40	\$0	\$50	\$0
2019	\$50	\$0	\$0	\$50	\$37	\$0	\$50	\$0
2018	\$50	\$0	\$0	\$50	\$34	\$0	\$50	\$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
ENVIRONMENTALLY SENS (000X)	1.00	Lot	55	120

## Sales

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved	Grantor	Grantee
2/23/2010	\$100	Quit Claim Deed		2643	1645	11 - Unqualified	Vacant		

## View Tax Info

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Map



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

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

## Summary

**Parcel ID** 00520880-000000  
**Account#** 1640123  
**Property ID** 1640123  
**Millage Group** 500K  
**Location Address** VACANT LAND, KEY LARGO  
**Legal Description** BK 5 LT 4 MARION PARK PB4-113 KEY LARGO OR391-790 OR392-965 OR2643-1645/46 OR2691-374D/C  
*(Note: Not to be used on legal documents.)*  
**Neighborhood** 1865  
**Property Class** NON AGRICULTURE (9900)  
**Subdivision** MARION PARK  
**Sec/Twp/Rng** 32/61/39  
**Affordable Housing** No

## Owner

[PASS ELIZABETH A REV TRUST AGR 11/7/94](#)

1000 Falcon Ave  
Miami Springs FL 33166

## 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	\$50	\$50	\$50	\$50
= Just Market Value	\$50	\$50	\$50	\$50
= Total Assessed Value	\$48	\$44	\$40	\$37
- School Exempt Value	\$0	\$0	\$0	\$0
= School Taxable Value	\$50	\$50	\$50	\$50

## Historical Assessments

Year	Land Value	Building Value	Yard Item Value	Just (Market) Value	Assessed Value	Exempt Value	Taxable Value	Maximum Portability
2021	\$50	\$0	\$0	\$50	\$44	\$0	\$50	\$0
2020	\$50	\$0	\$0	\$50	\$40	\$0	\$50	\$0
2019	\$50	\$0	\$0	\$50	\$37	\$0	\$50	\$0
2018	\$50	\$0	\$0	\$50	\$34	\$0	\$50	\$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
ENVIRONMENTALLY SENS (000X)	1.00	Lot	0	0

## Sales

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved	Grantor	Grantee
2/23/2010	\$100	Quit Claim Deed		2643	1645	11 - Unqualified	Vacant		

## View Tax Info

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Map



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## Summary

**Parcel ID** 00520890-000000  
**Account#** 1640131  
**Property ID** 1640131  
**Millage Group** 500K  
**Location Address** VACANT LAND, KEY LARGO  
**Legal Description** BK 5 LT 5 MARION PARK PB4-113 KEY LARGO OR391-790 OR392-965 OR2643-1645/46 OR2691-374D/C  
*(Note: Not to be used on legal documents.)*  
**Neighborhood** 1865  
**Property Class** NON AGRICULTURE (9900)  
**Subdivision** MARION PARK  
**Sec/Twp/Rng** 32/61/39  
**Affordable Housing** No

## Owner

[PASS ELIZABETH A REV TRUST AGR 11/7/94](#)

1000 Falcon Ave  
Miami Springs FL 33166

## 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	\$50	\$50	\$50	\$50
= Just Market Value	\$50	\$50	\$50	\$50
= Total Assessed Value	\$48	\$44	\$40	\$37
- School Exempt Value	\$0	\$0	\$0	\$0
= School Taxable Value	\$50	\$50	\$50	\$50

## Historical Assessments

Year	Land Value	Building Value	Yard Item Value	Just (Market) Value	Assessed Value	Exempt Value	Taxable Value	Maximum Portability
2021	\$50	\$0	\$0	\$50	\$44	\$0	\$50	\$0
2020	\$50	\$0	\$0	\$50	\$40	\$0	\$50	\$0
2019	\$50	\$0	\$0	\$50	\$37	\$0	\$50	\$0
2018	\$50	\$0	\$0	\$50	\$34	\$0	\$50	\$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
ENVIRONMENTALLY SENS (000X)	1.00	Lot	0	0

## Sales

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved	Grantor	Grantee
2/23/2010	\$100	Quit Claim Deed		2643	1645	11 - Unqualified	Vacant		

## View Tax Info

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Map



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**Summary**

Parcel ID 00520900-000000  
 Account# 1640140  
 Property ID 1640140  
 Millage Group 500K  
 Location Address VACANT LAND, KEY LARGO  
 Legal Description BK 5 LT 6 MARION PARK PB4-113 KEY LARGO OR391-790 OR392-965 OR2643-1645/46 OR2691-374D/C  
 (Note: Not to be used on legal documents.)  
 Neighborhood 1865  
 Property Class NON AGRICULTURE (9900)  
 Subdivision MARION PARK  
 Sec/Twp/Rng 32/61/39  
 Affordable Housing No

**Owner**

[PASS ELIZABETH A REV TRUST AGR 11/7/94](#)  
 1000 Falcon Ave  
 Miami Springs FL 33166

**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	\$50	\$50	\$50	\$50
= Just Market Value	\$50	\$50	\$50	\$50
= Total Assessed Value	\$48	\$44	\$40	\$37
- School Exempt Value	\$0	\$0	\$0	\$0
= School Taxable Value	\$50	\$50	\$50	\$50

**Historical Assessments**

Year	Land Value	Building Value	Yard Item Value	Just (Market) Value	Assessed Value	Exempt Value	Taxable Value	Maximum Portability
2021	\$50	\$0	\$0	\$50	\$44	\$0	\$50	\$0
2020	\$50	\$0	\$0	\$50	\$40	\$0	\$50	\$0
2019	\$50	\$0	\$0	\$50	\$37	\$0	\$50	\$0
2018	\$50	\$0	\$0	\$50	\$34	\$0	\$50	\$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
ENVIRONMENTALLY SENS (000X)	1.00	Lot	0	0

**Sales**

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved	Grantor	Grantee
2/23/2010	\$100	Quit Claim Deed		2643	1645	11 - Unqualified	Vacant		

**View Tax Info**

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Map



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## Summary

**Parcel ID** 00520910-000000  
**Account#** 1640158  
**Property ID** 1640158  
**Millage Group** 500K  
**Location Address** VACANT LAND, KEY LARGO  
**Legal Description** BK 6 LT 1 MARION PARK PB4-113 KEY LARGO OR391-790 OR392-965 OR2643-1645/46 OR2691-374D/C  
*(Note: Not to be used on legal documents.)*  
**Neighborhood** 1865  
**Property Class** NON AGRICULTURE (9900)  
**Subdivision** MARION PARK  
**Sec/Twp/Rng** 32/61/39  
**Affordable Housing** No

## Owner

[PASS ELIZABETH A REV TR AGR 11/7/94](#)  
 c/o WILLIAM H PASS  
 7172 Vista Park Blvd  
 Orlando FL 32829

## 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	\$50	\$50	\$50	\$50
= Just Market Value	\$50	\$50	\$50	\$50
= Total Assessed Value	\$48	\$44	\$40	\$37
- School Exempt Value	\$0	\$0	\$0	\$0
= School Taxable Value	\$50	\$50	\$50	\$50

## Historical Assessments

Year	Land Value	Building Value	Yard Item Value	Just (Market) Value	Assessed Value	Exempt Value	Taxable Value	Maximum Portability
2021	\$50	\$0	\$0	\$50	\$44	\$0	\$50	\$0
2020	\$50	\$0	\$0	\$50	\$40	\$0	\$50	\$0
2019	\$50	\$0	\$0	\$50	\$37	\$0	\$50	\$0
2018	\$50	\$0	\$0	\$50	\$34	\$0	\$50	\$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
ENVIRONMENTALLY SENS (000X)	1.00	Lot	0	0

## Sales

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved	Grantor	Grantee
2/23/2010	\$100	Quit Claim Deed		2643	1645	11 - Unqualified	Vacant		

## View Tax Info

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## Summary

**Parcel ID** 00520920-000000  
**Account#** 1640166  
**Property ID** 1640166  
**Millage Group** 500K  
**Location Address** VACANT LAND, KEY LARGO  
**Legal Description** BK 6 LT 2 MARION PARK PB4-113 KEY LARGO OR391-790 OR392-965 OR2643-1645/46 OR2691-374  
*(Note: Not to be used on legal documents.)*  
**Neighborhood** 1865  
**Property Class** NON AGRICULTURE (9900)  
**Subdivision** MARION PARK  
**Sec/Twp/Rng** 32/61/39  
**Affordable Housing** No

## Owner

[PASS ELIZABETH A REVOCABLE TRUST AGREEMENT](#)  
 11/7/94  
 1000 Falcon Ave  
 Miami Springs FL 33166

## 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	\$50	\$50	\$50	\$50
= Just Market Value	\$50	\$50	\$50	\$50
= Total Assessed Value	\$48	\$44	\$40	\$37
- School Exempt Value	\$0	\$0	\$0	\$0
= School Taxable Value	\$50	\$50	\$50	\$50

## Historical Assessments

Year	Land Value	Building Value	Yard Item Value	Just (Market) Value	Assessed Value	Exempt Value	Taxable Value	Maximum Portability
2021	\$50	\$0	\$0	\$50	\$44	\$0	\$50	\$0
2020	\$50	\$0	\$0	\$50	\$40	\$0	\$50	\$0
2019	\$50	\$0	\$0	\$50	\$37	\$0	\$50	\$0
2018	\$50	\$0	\$0	\$50	\$34	\$0	\$50	\$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
ENVIRONMENTALLY SENS (000X)	1.00	Lot	60	100

## Sales

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved	Grantor	Grantee
2/23/2010	\$100	Quit Claim Deed		2643	1645	11 - Unqualified	Vacant		

## View Tax Info

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**Summary**

Parcel ID 00520930-000000  
 Account# 1640174  
 Property ID 1640174  
 Millage Group 500K  
 Location Address VACANT LAND, KEY LARGO  
 Legal Description BK 6 LT 3 MARION PARK PB4-113 KEY LARGO OR391-790 OR392-965 OR2643-1645/46 OR2691-374D/C  
 (Note: Not to be used on legal documents.)  
 Neighborhood 1865  
 Property Class NON AGRICULTURE (9900)  
 Subdivision MARION PARK  
 Sec/Twp/Rng 32/61/39  
 Affordable Housing No

**Owner**

[PASS ELIZABETH A REV TRUST AGR 11/7/94](#)  
 1000 Falcon Ave  
 Miami Springs FL 33166

**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	\$50	\$50	\$50	\$50
= Just Market Value	\$50	\$50	\$50	\$50
= Total Assessed Value	\$48	\$44	\$40	\$37
- School Exempt Value	\$0	\$0	\$0	\$0
= School Taxable Value	\$50	\$50	\$50	\$50

**Historical Assessments**

Year	Land Value	Building Value	Yard Item Value	Just (Market) Value	Assessed Value	Exempt Value	Taxable Value	Maximum Portability
2021	\$50	\$0	\$0	\$50	\$44	\$0	\$50	\$0
2020	\$50	\$0	\$0	\$50	\$40	\$0	\$50	\$0
2019	\$50	\$0	\$0	\$50	\$37	\$0	\$50	\$0
2018	\$50	\$0	\$0	\$50	\$34	\$0	\$50	\$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
ENVIRONMENTALLY SENS (000X)	1.00	Lot	60	100

**Sales**

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved	Grantor	Grantee
2/23/2010	\$100	Quit Claim Deed		2643	1645	11 - Unqualified	Vacant		

**View Tax Info**

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Map



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## Summary

Parcel ID	00520940-000000
Account#	1640182
Property ID	1640182
Millage Group	500K
Location Address	VACANT LAND, KEY LARGO
Legal Description	BK 6 LT 4 MARION PARK PB4-113 KEY LARGO OR391-790 OR392-965 OR2643-1645/46 OR2691-374D/C (Note: Not to be used on legal documents.)
Neighborhood	1865
Property Class	NON AGRICULTURE (9900)
Subdivision	MARION PARK
Sec/Twp/Rng	32/61/39
Affordable Housing	No

## Owner

[PASS ELIZABETH A REVOCABLE TRUST AGREEMENT](#)  
11/7/94  
1000 Falcon Ave  
Miami Springs FL 33166

## 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	\$50	\$50	\$50	\$50
= Just Market Value	\$50	\$50	\$50	\$50
= Total Assessed Value	\$48	\$44	\$40	\$37
- School Exempt Value	\$0	\$0	\$0	\$0
= School Taxable Value	\$50	\$50	\$50	\$50

## Historical Assessments

Year	Land Value	Building Value	Yard Item Value	Just (Market) Value	Assessed Value	Exempt Value	Taxable Value	Maximum Portability
2021	\$50	\$0	\$0	\$50	\$44	\$0	\$50	\$0
2020	\$50	\$0	\$0	\$50	\$40	\$0	\$50	\$0
2019	\$50	\$0	\$0	\$50	\$37	\$0	\$50	\$0
2018	\$50	\$0	\$0	\$50	\$34	\$0	\$50	\$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
ENVIRONMENTALLY SENS (000X)	1.00	Lot	60	100

## Sales

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved	Grantor	Grantee
2/23/2010	\$100	Quit Claim Deed		2643	1645	11 - Unqualified	Vacant		

## View Tax Info

[View Taxes for this Parcel](#)

Map



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**Summary**

Parcel ID 00520950-000000  
 Account# 1640191  
 Property ID 1640191  
 Millage Group 500K  
 Location Address VACANT LAND, KEY LARGO  
 Legal Description BK 6 LT 5 MARION PARK PB4-113 KEY LARGO OR391-790 OR392-965 OR2643-1645/46 OR2691-374D/C  
 (Note: Not to be used on legal documents.)  
 Neighborhood 1865  
 Property Class NON AGRICULTURE (9900)  
 Subdivision MARION PARK  
 Sec/Twp/Rng 32/61/39  
 Affordable Housing No

**Owner**

[PASS ELIZABETH A REV TRUST AGR 11/7/94](#)  
 1000 Falcon Ave  
 Miami Springs FL 33166

**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	\$50	\$50	\$50	\$50
= Just Market Value	\$50	\$50	\$50	\$50
= Total Assessed Value	\$48	\$44	\$40	\$37
- School Exempt Value	\$0	\$0	\$0	\$0
= School Taxable Value	\$50	\$50	\$50	\$50

**Historical Assessments**

Year	Land Value	Building Value	Yard Item Value	Just (Market) Value	Assessed Value	Exempt Value	Taxable Value	Maximum Portability
2021	\$50	\$0	\$0	\$50	\$44	\$0	\$50	\$0
2020	\$50	\$0	\$0	\$50	\$40	\$0	\$50	\$0
2019	\$50	\$0	\$0	\$50	\$37	\$0	\$50	\$0
2018	\$50	\$0	\$0	\$50	\$34	\$0	\$50	\$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
ENVIRONMENTALLY SENS (000X)	1.00	Lot	60	100

**Sales**

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved	Grantor	Grantee
2/23/2010	\$100	Quit Claim Deed		2643	1645	11 - 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](#) and [GDPR Privacy Notice](#)



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Version 2.3.246



**Disclaimer**

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

**Summary**

Parcel ID 00520960-000000  
 Account# 1640204  
 Property ID 1640204  
 Millage Group 500K  
 Location Address VACANT LAND, KEY LARGO  
 Legal Description BK 6 LT 6 MARION PARK PB4-113 KEY LARGO OR391-790 OR392-965 OR2643-1645/46 OR2691-374D/C  
 (Note: Not to be used on legal documents.)  
 Neighborhood 1865  
 Property Class NON AGRICULTURE (9900)  
 Subdivision MARION PARK  
 Sec/Twp/Rng 32/61/39  
 Affordable Housing No

**Owner**

[PASS ELIZABETH A REV TRUST AGR 11/7/94](#)  
 1000 Falcon Ave  
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= Just Market Value	\$50	\$50	\$50	\$50
= Total Assessed Value	\$48	\$44	\$40	\$37
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2019	\$50	\$0	\$0	\$50	\$37	\$0	\$50	\$0
2018	\$50	\$0	\$0	\$50	\$34	\$0	\$50	\$0

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**Land**

Land Use	Number of Units	Unit Type	Frontage	Depth
ENVIRONMENTALLY SENS (000X)	1.00	Lot	70	100

**Sales**

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved	Grantor	Grantee
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[View Taxes for this Parcel](#)

Map



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[User Privacy Policy](#)  
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Last Data Upload: 2/14/2023, 6:07:52AM



Version 2.3.246

AGREEMENT FOR THE PURCHASE OF LANDS

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

**William H. Pass, Anita J. Swanson, and Donna S. Pass-Otteni, as Co-Trustees of the Revocable Trust Agreement of Elizabeth A. Pass dated November 7, 1994**

(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 **\$300,000.00** 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 1, Lots 1-2; Block 3, Lots 1-10; Block 4, Lots 1-12; Block 5, Lots 1-6; and Block 6, Lots 1-6, all in Marion Park (PB 4-113)  
Parcel ID# 00520470-000000, 00520480-000000, 00520560-000000, 00520570-000000, 00520580-000000, 00520590-000000, 00520600-000000, 00520610-000000, 00520620-000000, 00520630-000000, 00520640-000000, 00520650-000000, 00520730-000000, 00520740-000000, 00520750-000000, 00520760-000000, 00520770-000000, 00520780-000000, 00520790-000000, 00520800-000000, 00520810-000000, 00520820-000000, 00520830-000000, 00520840-000000, 00520850-000000, 00520860-000000, 00520870-000000, 00520880-000000, 00520890-000000, 00520900-000000, 00520910-000000, 00520920-000000, 00520930-000000, 00520940-000000, 00520950-000000, and 00520960-000000**

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 **\$300,000.00**. 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:

**7172 Vista Park Boulevard  
Orlando, FL 32829**

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 **February 14, 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/ **William H. Pass, as Co-Trustee of the Revocable Trust Agreement of Elizabeth A. Pass dated November 7, 1994**

Signature	Date	Phone Number	Email Address
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Seller/ **Anita J. Swanson, as Co-Trustee of the Revocable Trust Agreement of Elizabeth A. Pass dated November 7, 1994**

Signature	Date	Phone Number	Email Address
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**AGENDA ITEM WORDING:** Approval of a resolution approving an option agreement to sell pre-acquired Florida Forever land described as Lots 2, 3, 4, 5, 6, 10, 11, 12, 30, 31, 32, and 33, Block 1, Windward Beach Estates on Little Torch Key to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida for the price of \$228,000; 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 12 lots totaling 1.65 acres on Aloha Drive and Bimini Drive on the bay side of Little Torch Key near mile marker 28.

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 \$228,000.

The proposed resolution authorizes the Land Authority to sell the subject property to the State for a price of \$228,000, which is 100% of the purchase price the Land Authority paid.

Estimated Net Proceeds of this Sale to the State:

- Sales Price: \$228,000
- Attorney Fee: \$475
- Recording Fees: \$100
- Net Proceeds: \$227,425

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 2, 3, 4, 5, 6, 10, 11, 12, 30, 31, 32, AND 33, BLOCK 1, WINDWARD BEACH ESTATES ON LITTLE TORCH KEY TO THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA FOR THE PRICE OF \$228,000; AUTHORIZING THE CHAIRMAN TO EXECUTE SAME; AND AUTHORIZING THE CHAIRMAN TO EXECUTE THE DEED AND ASSOCIATED CLOSING DOCUMENTS.

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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 2, 3, 4, 5, 6, 10, 11, 12, 30, 31, 32, and 33, Block 1, Windward Beach Estates on Little Torch Key; and

WHEREAS, on March 1, 2023, 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 \$228,000 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 TWO HUNDRED TWENTY-EIGHT THOUSAND AND NO/100 DOLLARS (\$228,000) ("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 2, 3, 4, 5, 6, 10, 11, 12, 30, 31, 32, and 33, Block 1, Windward Beach Estates, according to the map or plat thereof as recorded in Plat Book 4, Page 131, 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>
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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>
Alexandrea DaCosta 6300 N. Wickham Road Suite 130 #392 Melbourne, FL 32940	8/12/22	Sale to Monroe County Comprehensive Plan Land Authority 1200 Truman Avenue, Suite 207 Key West, FL 33040	\$228,000
Alexandrea DaCosta, as Personal Representative of the Estate of Stephen N. DaCosta, a/k/a Stephen Neil DaCosta, a/k/a Neil Stephen DaCosta 4205 Crooked Mile Road Merritt Island, FL 32952	6/5/20	Distribution to Alexandrea DaCosta 4205 Crooked Mile Road Merritt Island, FL 32952	\$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):

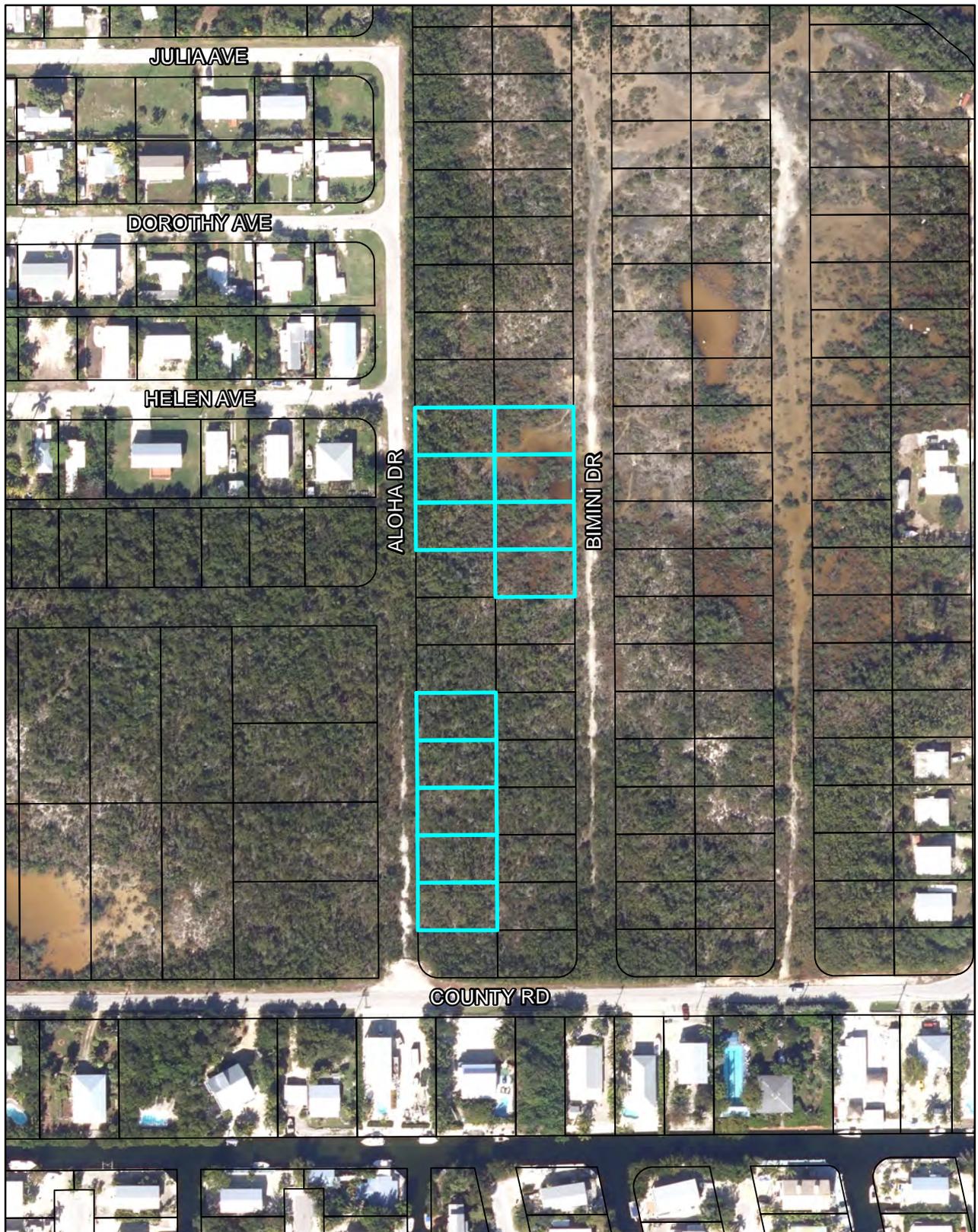
- is/are personally known to me.
- produced a current driver license(s).
- produced \_\_\_\_\_ as identification.

(NOTARY PUBLIC SEAL)

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

\_\_\_\_\_  
(Printed, Typed or Stamped Name of  
Notary Public)  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**Aerial Photograph of Subject Property**  
**Block 1, Lots 2, 3, 4, 5, 6, 10, 11, 12, 30, 31, 32 and 33, Windward Beach Estates**  
**Little Torch Key**



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**AGENDA ITEM WORDING:** Approval of a resolution approving an option agreement to sell pre-acquired Florida Forever land described as Lot 41, Block 5, in Government Lot 5 (Parcel ID# 00117510-003800) on Hansen Trail on Sugarloaf Key to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida for the price of \$94,000; 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 a 1.01 acre parcel on Hansen Trail on the bay side of Sugarloaf Key near mile marker 19.

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 \$94,000.

The proposed resolution authorizes the Land Authority to sell the subject property to the State for a price of \$94,000, which is 100% of the purchase price the Land Authority paid.

Estimated Net Proceeds of this Sale to the State:

- Sales Price: \$94,000
- Attorney Fee: \$475
- Recording Fees: \$100
- Net Proceeds: \$93,425

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 LOT 41, BLOCK 5, IN GOVERNMENT LOT 5 (PARCEL ID# 00117510-003800) ON HANSEN TRAIL ON SUGARLOAF KEY TO THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA FOR THE PRICE OF \$94,000; AUTHORIZING THE CHAIRMAN TO EXECUTE SAME; AND AUTHORIZING THE CHAIRMAN TO EXECUTE THE DEED AND ASSOCIATED CLOSING DOCUMENTS.

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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 Lot 41, Block 5, in Government Lot 5 (Parcel ID# 00117510-003800) on Hansen Trail on Sugarloaf Key; and

WHEREAS, on March 1, 2023, 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 \$94,000 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

**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-FOUR THOUSAND AND NO/100 DOLLARS (\$94,000) ("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"**

Lot 41, Block 5, in Government Lot 5, Section 25, Township 66 South, Range 27 East, Sugarloaf Key, according to the map or plat thereof as recorded in Official Records Book 407, Page 694, 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>
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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>
Reinaldo Garcia and Davanara Garcia 2563 Palm Road West Palm Beach, FL 33406	10/7/22	Sale to Monroe County Comprehensive Plan Land Authority 1200 Truman Avenue, Suite 207 Key West, FL 33040	\$94,000

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)

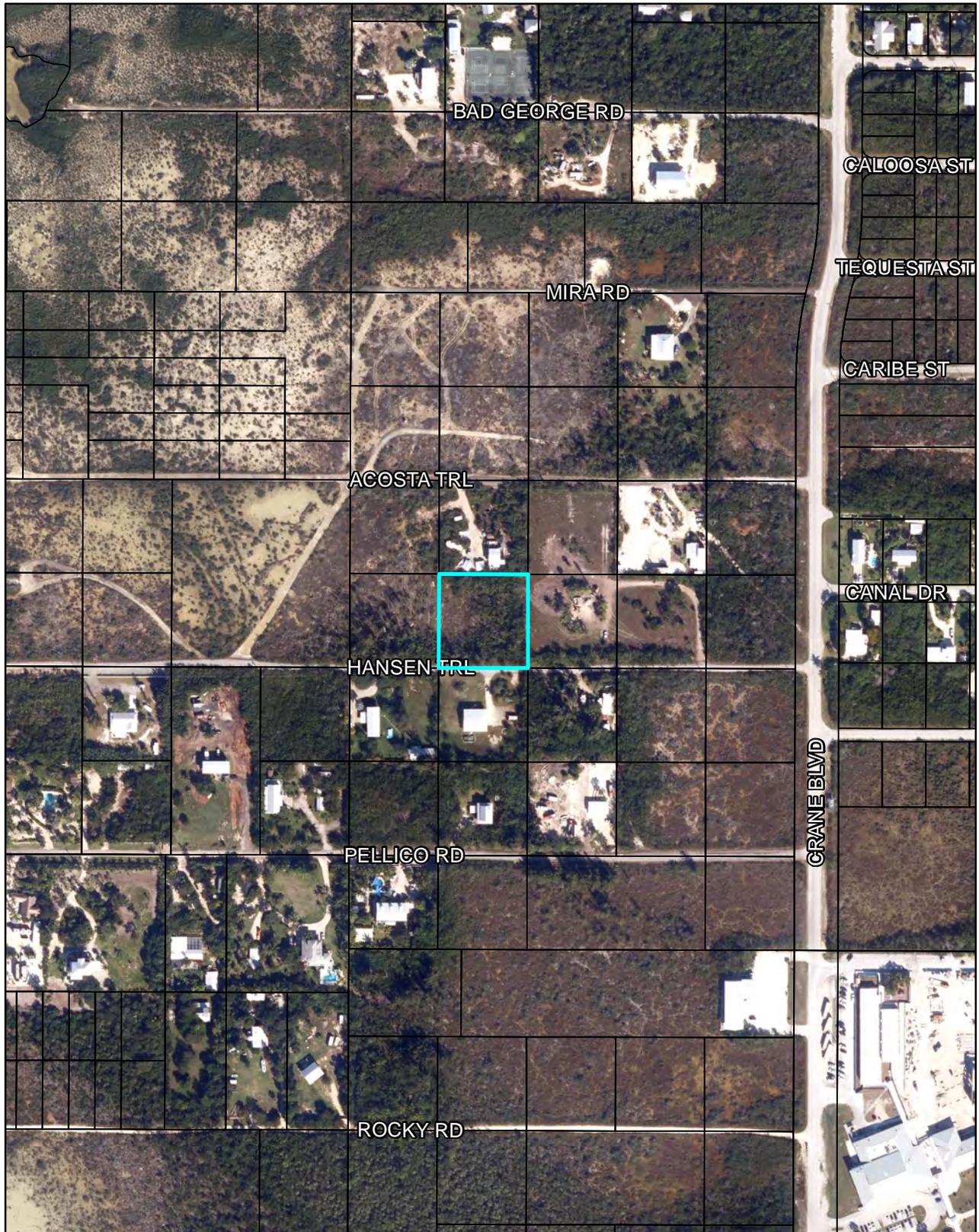
\_\_\_\_\_  
Notary Public

(Printed, Typed or Stamped Name of Notary Public)

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

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

**Aerial Photograph of Subject Property  
Lot 41 in Government Lot 5, Plat of Survey (OR 407-695)  
Sugarloaf Key**



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**AGENDA ITEM WORDING:** Approval of a resolution approving an option agreement to sell pre-acquired Florida Forever land described as Lots 1, 2, 3, 4, and 5, Block 4, Southern Pines on Big Pine Key to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida for the price of \$76,000; authorizing the Chairman to execute same; and authorizing the Chairman to execute the deed and associated closing documents.

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**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 contiguous lots totaling 11,995 square feet fronting Avenue A and US 1 on the bay side of Big Pine Key near mile marker 31.

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 \$76,000.

The proposed resolution authorizes the Land Authority to sell the subject property to the State for a price of \$76,000, which is 100% of the purchase price the Land Authority paid.

Estimated Net Proceeds of this Sale to the State:

- Sales Price: \$76,000
- Attorney Fee: \$475
- Recording Fees: \$100
- Net Proceeds: \$75,425

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 1, 2, 3, 4, AND 5, BLOCK 4, SOUTHERN PINES ON BIG PINE KEY TO THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA FOR THE PRICE OF \$76,000; AUTHORIZING THE CHAIRMAN TO EXECUTE SAME; AND AUTHORIZING THE CHAIRMAN TO EXECUTE THE DEED AND ASSOCIATED CLOSING DOCUMENTS.

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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 1, 2, 3, 4, and 5, Block 4, Southern Pines on Big Pine Key; and

WHEREAS, on March 1, 2023, 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 \$76,000 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 SEVENTY-SIX THOUSAND AND NO/100 DOLLARS (\$76,000) ("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 1, 2, 3, 4, and 5, Block 4, Southern Pines, according to the map or plat thereof as recorded in Plat Book 1, Page 112, of the Public Records of Monroe County, Florida; LESS right-of-way of Overseas Highway.

**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>
Charles D. Knowles, Jr. PO Box 1697 Panama City, FL 32402	8/12/22	Sale to Monroe County Comprehensive Plan Land Authority 1200 Truman Avenue, Suite 207 Key West, FL 33040	\$76,000

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 4, Lots 1-5, Southern Pines  
Big Pine Key**



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**AGENDA ITEM WORDING:** Approval of a resolution approving an option agreement to sell pre-acquired Florida Forever land described by metes and bounds (Parcel ID# 00110590-000000) on Warner Street on Big Pine Key to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida for the price of \$19,000; 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 a 14,677 square foot parcel on Warner Street on the bay side of Big Pine Key near mile marker 31.

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 \$19,000.

The proposed resolution authorizes the Land Authority to sell the subject property to the State for a price of \$19,000, which is 100% of the purchase price the Land Authority paid.

Estimated Net Proceeds of this Sale to the State:

- Sales Price: \$19,000
- Attorney Fee: \$475
- Recording Fees: \$100
- Net Proceeds: \$18,425

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

A RESOLUTION OF THE MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY APPROVING AN OPTION AGREEMENT TO SELL PRE-ACQUIRED FLORIDA FOREVER LAND DESCRIBED BY METES AND BOUNDS (PARCEL ID# 00110590-000000) ON WARNER STREET ON BIG PINE KEY TO THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA FOR THE PRICE OF \$19,000; AUTHORIZING THE CHAIRMAN TO EXECUTE SAME; AND AUTHORIZING THE CHAIRMAN TO EXECUTE THE DEED AND ASSOCIATED CLOSING DOCUMENTS.

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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 by metes and bounds (Parcel ID# 00110590-000000) on Warner Street on Big Pine Key; and

WHEREAS, on March 1, 2023, 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 \$19,000 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 NINETEEN THOUSAND AND NO/100 DOLLARS (\$19,000) ("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

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

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

\_\_\_\_\_  
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"

### **Parcel 2:**

**On the Island of Big Pine Key, and is part of Lot No. 4 of Section 25, Township 66 South, Range 29 East of Tallahassee Meridian in Florida. For starting point run 1325 feet Southeasterly from the intersection of the Northeast and West boundary line of said Lot 4 and the beach; thence West 350 feet as a starting point for 2 lots. Thence SE'ly along a 50 foot dedicated St. 100 feet, thence West 150 feet; thence NW'ly parallel to the first line 100 feet; thence East 150 feet to the Point of Beginning, as described in Deed Book F-5, Page 570. Said lands situate, lying and being in, 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.**

Coupon Bight - Key Deer  
Monroe County Land Authority (Sea Air Holdings LLC)  
Monroe County

**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>
Sea Air Holdings, LLC 18710 SW 107 <sup>th</sup> Avenue Unit #12 Cutler Bay, FL 33157-6750	8/12/22	Sale of two properties (Parcel ID #00110590-000000 and 00110820-000000) to Monroe County Comprehensive Plan Land Authority 1200 Truman Avenue, Suite 207 Key West, FL 33040	\$19,000

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: \_\_\_\_\_

