

Monroe County Comprehensive Plan Land Authority
Advisory Committee Meeting
Agenda Items for 6/28/23 Meeting
Revised 6/27/23

The Land Authority Advisory Committee Meeting is scheduled to meet on Wednesday, June 28, 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 May 31, 2023 meeting.
5. Approval of a contract to purchase Tier 1 property for conservation – Block 1, Lots 14, 15 and 16, Rainbow Beach on Big Torch Key near mile marker 28 from **Joseph M. Albury and William J. Albury** for the price of **\$57,000**.
6. Approval of a contract to purchase Tier 1 property for conservation – Lot 1, Block 16, in Government Lot 3, Section 25, Township 66 South, Range 27 East, according to a map entitled North Sugarloaf Acres Section Two, in Sections 25 and 36, Township 66 South, Range 27 East, recorded in Official Records Book 427, Page 1048, less and except Hawksbill Lane as shown on the plat of Vacation Harbour, recorded in Plat Book 6, Page 47 on Sugarloaf Key near mile marker 19 from the **Marjorie Allen Living Trust dated March 2, 1994, the Joseph B. Allen, Jr. Living Trust u/t/d March 2, 1994, the Michael D. Atkinson Revocable Living Trust dated July 21, 2000, and the Sugarloaf Trust u/t/a dated January 4, 2011** for the price of **\$600,000**.
7. Recommend approval of resolutions of the Monroe County Comprehensive Plan Land Authority approving Option Agreements to sell pre-acquired Florida Forever land as follows:
 - a) Metes and bounds (Parcel ID #00114470-000500) on Summerland Key (also known as Part of Tract E, Summerland Key Properties) to the **Board of Trustees of the Internal Improvement Trust Fund of the State of Florida** for the price of **\$170,000**; authorizing the Chairman to execute same; and authorizing the Chairman to execute the deed and associated closing documents. **(Dalsin)**
 - b) Lot 1, Block 41, Second Addition to Port Pine Heights on Big Pine Key to the **Board of Trustees of the Internal Improvement Trust Fund of the State of Florida** for the price of **\$50,000**; authorizing the Chairman to execute same; and authorizing the Chairman to execute the deed and associated closing documents. **(Page)**
8. Executive Director's report.
9. 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

May 31, 2023

The Monroe County Comprehensive Plan Land Authority (MCLA) Advisory Committee held a meeting on Wednesday, May 31, 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 Leslie Valant at 9:30 AM. Present and answering roll call in addition to Chairman Valant were Linda Cunningham, Barbara Neal, and Sandi Williams. Also present were Executive Director Christine Hurley, Senior Property Acquisition Specialist Mark Rosch, and Office Manager John Beyers. Committee member Erin Muir, Property Specialist Dina Gambuzza, 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. Mr. Rosch advised the Committee that the meeting agenda has a revision date of May 30, 2023 and reflects the addition of Items 12a, 12b, 12c, 12d, 12e, 12f, and 12g. Ms. Cunningham made a motion to approve the agenda and Ms. Williams seconded the motion. There being no objections, the motion carried 4/0.

The next item (Item 4) was approval of the minutes for the April 26, 2023 meeting. Ms. Neal made a motion to approve the minutes as presented and Ms. Cunningham seconded the motion. There being no objections, the motion carried 4/0.

The next item (Item 5) was approval of a contract to purchase Tier 3 property for conservation – Block 14, Lot 12, Cutthroat Harbor Estates First Addition on Cudjoe Key near mile marker 23 from David R. Blackburn for the price of \$50,000. Mr. Rosch and Ms. Hurley addressed the Committee. The subject property consists of a 7,190 square foot lot located on a platted but undeveloped road south of Puerto Bello Drive on the ocean side of Cudjoe Key. The property has a tier designation of Tier 3 – Infill Area, a zoning designation of Improved Subdivision (IS) and vegetation consisting of buttonwood and mangroves. Following discussion, Ms. Cunningham made a motion to approve the item at the purchase price of \$50,000 and Ms. Williams seconded the motion. There being no objections, the motion carried 4/0.

The next item (Item 6) was approval of a contract to purchase Tier 3 property for conservation – Block 14, Lot 13, Cutthroat Harbor Estates First Addition on Cudjoe Key near mile marker 23 from Thomas J. Cumings for the price of \$50,000. Mr. Rosch addressed the Committee. The subject property consists of a 6,995 square foot canal lot located on a platted but undeveloped road south of Puerto Bello Drive on the ocean side of Cudjoe Key. The property has a tier designation of Tier 3 – Infill Area, a zoning designation of Improved Subdivision (IS) and vegetation consisting of buttonwood and mangroves. Following discussion, Ms. Cunningham made a motion to approve the item at the purchase price of \$50,000 and Ms. Neal seconded the motion. There being no objections the motion carried 4/0.

The next item (Item 7) was approval to add Block 28, Lot 15, Sands on Big Pine Key near mile marker 31 to the Acquisition List as conservation land and approval to add Block 28, Lot 16, Sands on Big Pine Key near mile marker 31 to the Acquisition List as an affordable housing site. Mr. Rosch addressed the Committee. Following discussion, Ms. Neal made a motion to approve adding these lots to the acquisition list and Ms. Cunningham seconded the motion. There being no objections the motion carried 4/0.

The next item (Item 8) was approval of a contract to purchase Tier 1 property for conservation – Block 28, Lot 15, Sands and for affordable housing – Block 28, Lot 16, Sands with an existing Rate of Growth Ordinance (ROGO) exemption, on Big Pine Key near mile marker 31 from Manuel M. Perez for the price of \$215,000. Mr. Rosch and Ms. Hurley addressed the Committee. The subject property consists of two adjoining lots totaling 10,000 square feet and is located at 31030 Avenue E on the bay side of Big Pine Key. The property has a tier designation of Tier 1 – Natural Area, a zoning designation of Improved Subdivision (IS), and vegetation consisting of developed land. Following discussion, Ms. Williams made a motion to approve the item at the purchase price of \$215,000 and Ms. Cunningham seconded the motion. There being no objections the motion carried 4/0.

The next item (Item 9) was approval of a contract to purchase Tier 1 property for conservation – Block E, Lots 1, 2, and 3, Piney Point on Big Pine Key near mile marker 29 from Carroll McSwain and Donni K. McSwain for the price of \$119,000. Mr. Rosch and Ms. Hurley addressed the Committee. The subject property consists of three contiguous lots totaling 1.24 acres located on Big Pine Avenue on the ocean side of Big Pine Key. The property has a tier designation of Tier 1 – Natural Area, a zoning designation of Improved Subdivision-Masonry (IS-M), and vegetation consisting of buttonwood, mangroves, scrub mangrove, and salt marsh. Following discussion, Ms. Williams made a motion to approve the item at the purchase price of \$119,000 and Ms. Neal seconded the motion. There being no objections the motion carried 4/0.

The next item (Item 10) was approval of a contract to purchase Tier 1 property for conservation – Parcel ID# 00112330-000000, 00112340-000000, 00317230-000000, and 00317090-000000 through 00317220-000000 on Big Pine Key near mile marker 33 from Tropical Isles, Inc., also known as Tropical Isle, Inc. for the price of \$440,000. Mr. Rosch and Ms. Hurley addressed the Committee. The subject property consists of 53.68 acres of submerged land on both the ocean side and Coupon Bight side of Long Beach Drive on Big Pine Key. The property has a tier designation of Tier 1 – Natural Area, a zoning designation of Native Area (NA) and Improved Subdivision (IS), and vegetation consisting of developed land and undeveloped land beach berm, salt marsh, buttonwood, mangroves, scrub mangrove, and salt water. Following discussion, Ms. Williams made a motion to approve the item at a purchase price of \$119,000 and Ms. Cunningham seconded the motion. There being no objections the motion carried 4/0.

The next item (Item 11) was approval of a contract to purchase Tier 1 property for conservation – Block 5, Lot 33, Bay Haven Section 1 on Key Largo near mile marker 95 from Scott G. Weiss for the price of \$25,000. Mr. Rosch, Ms. Hurley and Counsel Oropeza addressed the Committee. The subject property consists of a 5,000 square foot lot located at 304 Bayview Avenue on the bay side of Key Largo. The property has a tier designation of Tier 1 – Natural Area, a zoning designation of Suburban Residential (SR) and vegetation consisting of tropical hardwood hammock. Mr.

Rosch and Ms. Hurley addressed the Committee. Following discussion, Ms. Williams made a motion to approve the item at the purchase price of \$25,000 and Ms. Neal seconded the motion. There being no objections, the motion carried 4/0.

The next item (Item 12) was to recommend approval of resolutions of the Monroe County Comprehensive Plan Land Authority approving Option Agreements to sell pre-acquired Florida Forever land as follows:

- a) Lot 1, Block 21, Port Pine Heights Second Addition on Big Pine Key to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida for the price of \$50,000; authorizing the Chairman to execute same; and authorizing the Chairman to execute the deed and associated closing documents. [Murphy]
- b) Lots 29 and 30, Block 6, Bay Haven Section Two on Key Largo to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida for the price of \$50,000; authorizing the Chairman to execute same; and authorizing the Chairman to execute the deed and associated closing documents. [Nall]
- c) Lot 29, Block 13, North Sugarloaf Acres Section Two on Sugarloaf Key to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida for the price of \$152,000; authorizing the Chairman to execute same; and authorizing the Chairman to execute the deed and associated closing documents. [HFH-Mad Bob Road]
- d) Lot 46, Sugarloaf Townsite on Sugarloaf Key to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida for the price of \$25,000; authorizing the Chairman to execute same; and authorizing the Chairman to execute the deed and associated closing documents. [HFH-Kings Row]
- e) Parcel BB, Cudjoe Acres on Cudjoe Key to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida for the price of \$67,200; authorizing the Chairman to execute same; and authorizing the Chairman to execute the deed and associated closing documents. [HFH-Cudjoe Acres]
- f) Parcel 38, Hilda Subdivision on Sugarloaf Key to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida for the price of \$15,000; authorizing the Chairman to execute same; and authorizing the Chairman to execute the deed and associated closing documents. [HFH-Acosta Trail]
- g) Lot 14 in Government Lot 3, Plat of Survey on Sugarloaf Key to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida for the price of \$84,000; authorizing the Chairman to execute same; and authorizing the Chairman to execute the deed and associated closing documents. [Gil]

Mr. Rosch addressed the Committee. Following discussion, Ms. Neal made a motion to recommend approval of items 12a, 12b, 12c, 12d, 12e, 12f, and 12g as listed in the agenda and Ms. Cunningham seconded the motion. There being no objections the motion carried 4/0.

The next item (Item 13) was the Executive Director's report. Ms. Hurley reported on the budget outlook and recent events including the following:

- a) The legislation approved the extension of the FRS DROP program from 5 years to 8 years, which will allow Mr. Rosch, the Senior Acquisition Specialist to continue working with no break in employment for Monroe County Comprehensive Land Authority through July 2026.
- b) MCLA hired a new consultant, Ms. Scull, to assist in the less than fee program and should increase our property purchases in that program.

- c) The next MCLA Advisory Committee meeting is scheduled for Wednesday, June 28, 2023 at 9:30 AM. Chairman Valant, Ms. Cunningham, Ms. Muir, Ms. Neal, and Ms. Williams said they would be able to attend.

There being no further business, the meeting was adjourned at 10:46 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 1 property for conservation – Block 1, Lots 14, 15 and 16, Rainbow Beach on Big Torch Key near mile marker 28 from Joseph M. Albury and William J. Albury for the price of \$57,000.

ITEM BACKGROUND:

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

The subject property is located on a platted but undeveloped road on Big Torch Key.

Purchase Price and Estimated Closing Costs:

- Purchase Price: \$57,000.00
- Cost of Appraisal: \$750.00 (paid by the BOCC and eligible for reimbursement by DEP)
- Cost of Survey: \$0
- Title Fees & Insurance: \$802.75
- Attorney Fee: \$475.00
- Recording Fees: \$35.50
- Total Costs: \$59,063.25

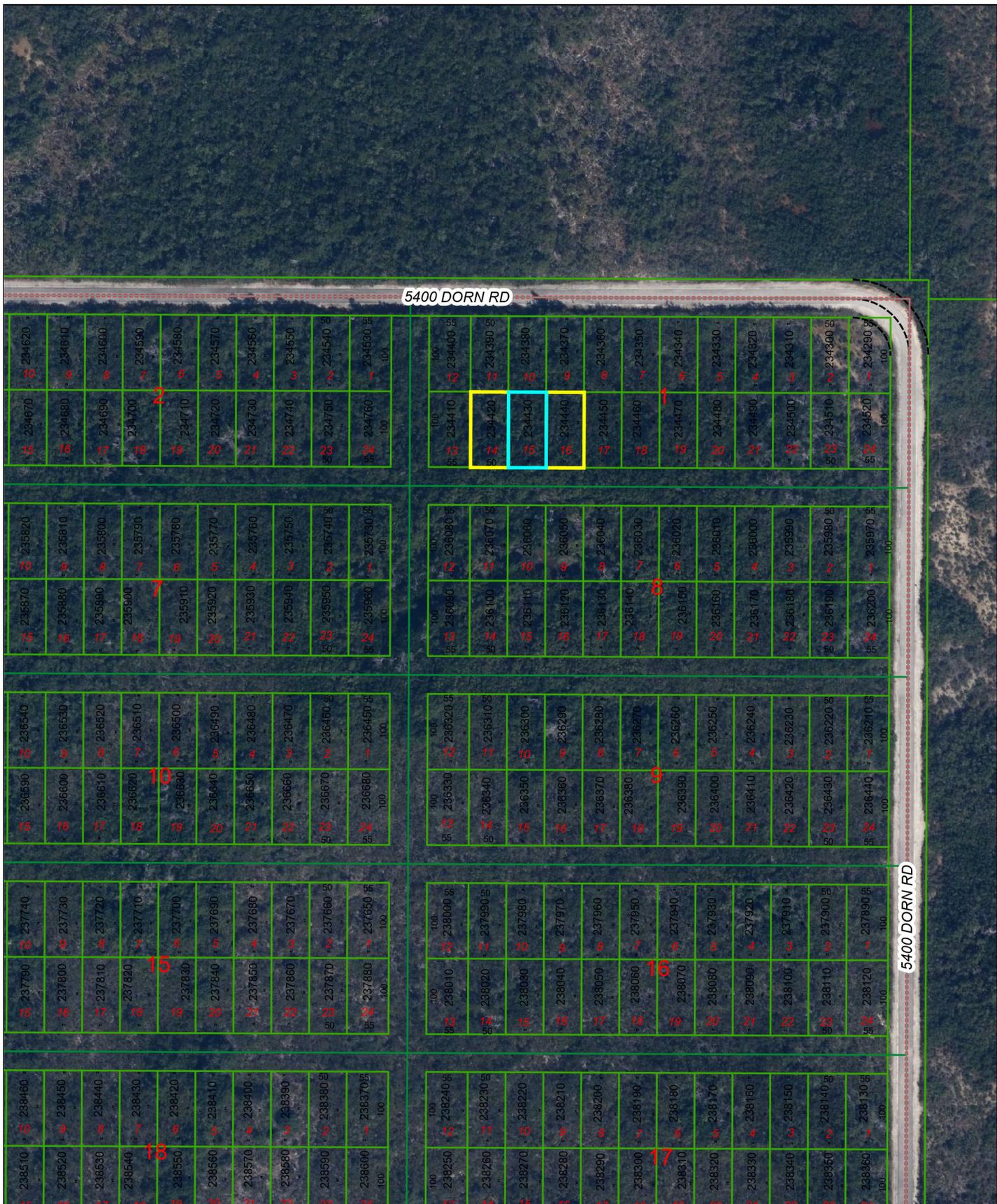
Attributes of the Subject Property:

- Parcel ID#: 00234420-000000, 00234430-000000, and 00234440-000000
- Size: 15,000 square feet
- Tier Designation: Tier 1 – Natural Area
- Zoning Designation: Native Area (NA)
- Future Land Use Map Designation: Residential Conservation (RC)
- Vegetation: Freshwater wetland
Acquisition List Qualification: This property qualifies because it is Tier 1.
- Florida Forever Boundary: This property is inside the Florida Forever boundary.
- Transferrable Development Rights (TDRs): 0.09 TDRs
- Cost per TDR: \$633,333
- ROGO Dedication Points: 6 points
- Cost per ROGO Dedication Point: \$9,500

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

Block 1, Lots 14, 15, and 16, Rainbow Beach

Big Torch Key





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

Summary

Parcel ID 00234420-000000
 Account# 1301612
 Property ID 1301612
 Millage Group 100H
 Location Address VACANT LAND, BIG TORCH KEY
 Legal Description BK 1 LT 14 RAINBOW BEACH PB1-164 BIG TORCH KEY OR195-176/177 OR865-804 OR1102-1875
 (Note: Not to be used on legal documents.)
 Neighborhood 705
 Property Class NON AGRICULTURE (9900)
 Subdivision RAINBOW BEACH
 Sec/Twp/Rng 02/66/28
 Affordable Housing No

Owner

[ALBURY JOSEPH M M](#)
 2932 Patterson Ave
 Key West FL 33040

[ALBURY WILLIAM J](#)
 2932 Patterson Ave
 Key West FL 33040

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

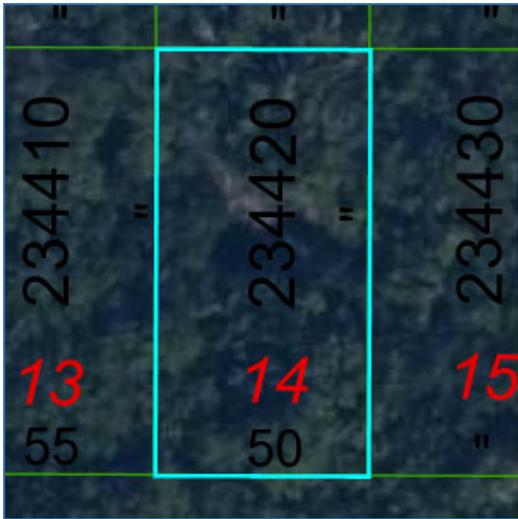
The Maximum Portability is an estimate only and should not be relied upon as the actual portability amount. Contact our office to verify the actual portability amount.

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

View Tax Info

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Map



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2022 Notices Only

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Summary

Parcel ID 00234430-000000
Account# 1301621
Property ID 1301621
Millage Group 100H
Location Address VACANT LAND, BIG TORCH KEY
Legal Description BK 1 LT 15 RAINBOW BEACH PB1-164 BIG TORCH KEY OR195-176/177 OR865-804 OR1102-1875
(Note: Not to be used on legal documents.)
Neighborhood 705
Property Class NON AGRICULTURE (9900)
Subdivision RAINBOW BEACH
Sec/Twp/Rng 02/66/28
Affordable Housing No

Owner

[ALBURY JOSEPH M](#)
 2932 Patterson Ave
 Key West FL 33040

[ALBURY WILLIAM J](#)
 2932 Patterson Ave
 Key West FL 33040

Valuation

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+ 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

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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

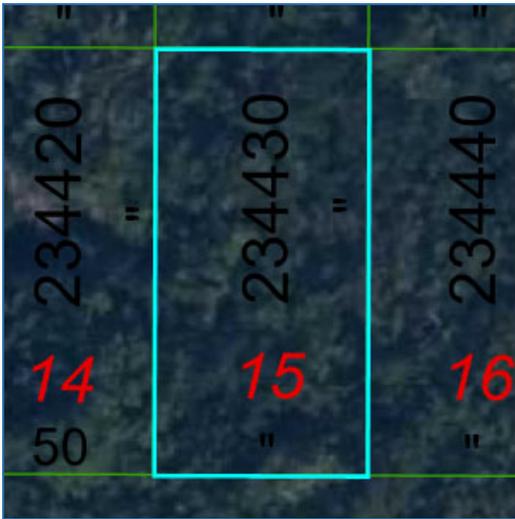
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Land Use	Number of Units	Unit Type	Frontage	Depth
ENVIRONMENTALLY SENS (000X)	1.00	Lot	0	0

View Tax Info

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Map



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Summary

Parcel ID 00234440-000000
Account# 1301639
Property ID 1301639
Millage Group 100H
Location Address VACANT LAND, BIG TORCH KEY
Legal Description BK 1 LT 16 RAINBOW BEACH PB1-164 BIG TORCH KEY OR195-176/177 OR865-803 OR1102-1874
(Note: Not to be used on legal documents.)
Neighborhood 705
Property Class NON AGRICULTURE (9900)
Subdivision RAINBOW BEACH
Sec/Twp/Rng 02/66/28
Affordable Housing No

Owner

[ALBURY JOSEPH M](#)
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 Key West FL 33040

[ALBURY WILLIAM J](#)
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+ 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

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

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AGREEMENT FOR THE PURCHASE OF LANDS

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

Joseph M. Albury and William J. Albury

(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 **\$57,000.00** 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 14, 15, and 16, Rainbow Beach (PB 1-164)
Parcel ID# 00234420-000000, 00234430-000000, and 00234440-000000**

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 **\$57,000.00**. 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:

**2932 Patterson Avenue
Key West, FL 33040**

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 **June 2, 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/ **Joseph M. Albury**

_____ Signature	_____ Date	_____ Phone Number	_____ Email Address
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Seller/ **William J. Albury**

_____ 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 – Lot 1, Block 16, in Government Lot 3, Section 25, Township 66 South, Range 27 East, according to a map entitled North Sugarloaf Acres Section Two, in Sections 25 and 36, Township 66 South, Range 27 East, recorded in Official Records Book 427, Page 1048, less and except Hawksbill Lane as shown on the plat of Vacation Harbour, recorded in Plat Book 6, Page 47 on Sugarloaf Key near mile marker 19 from the Marjorie Allen Living Trust dated March 2, 1994, the Joseph B. Allen, Jr. Living Trust u/t/d March 2, 1994, the Michael D. Atkinson Revocable Living Trust dated July 21, 2000, and the Sugarloaf Trust u/t/a dated January 4, 2011 for the price of \$600,000.

ITEM BACKGROUND:

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

The subject property is located at the corner of Crane Boulevard and Hawksbill Lane on the bay side of Sugarloaf Key.

Purchase Price and Estimated Closing Costs:

- Purchase Price: \$600,000.00
- Cost of Appraisal: \$9,145.00 (paid by the BOCC and eligible for reimbursement by DEP)
- Cost of Survey: \$0
- Title Fees & Insurance: \$3,550.00
- Attorney Fee and Mobile Notary Fees: \$1,475.00
- Recording Fees: \$35.50
- Total Costs: \$614,205.50

Attributes of the Subject Property:

- Parcel ID#: 00117490-001500
- Size: 17.71 acres
- Tier Designation: Tier 1 – Natural Area
- Zoning Designation: Native Area (NA) and Sparsely Settled (SS)
- Future Land Use Map Designation: Residential Conservation (RC), Residential Low (RL), and Conservation (C)
- Vegetation: Developed land, tropical hardwood hammock, freshwater wetlands, buttonwood, salt marsh, 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): 5.45 TDRs
- Cost per TDR: \$110,092
- ROGO Dedication Points: 68 points
- Cost per ROGO Dedication Point: \$8,824

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.

Lot 1, Block 16, North Sugarloaf Acres Section Two less Hawksbill Lane
Sugarloaf Key





Disclaimer

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

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

Summary

Parcel ID	00117490-001500
Account#	1149691
Property ID	1149691
Millage Group	100C
Location Address	CRANE Blvd, SUGARLOAF KEY
Legal Description	25 66 27 SUGARLOAF KEY PT GOVT LOT 3 (AKA LOT 1 BLK 16 NO SUGARLOAF ACRES SEC TWO) OR454-422 OR1742-1670/71 OR1742-1672/73 OR1782-765/66C OR2380-822 OR2464-1670ORD OR2743-741/42 (Note: Not to be used on legal documents.)
Neighborhood	340
Property Class	VACANT RES (0000)
Subdivision	
Sec/Twp/Rng	25/66/27
Affordable	No
Housing	

Owner

ATKINSON MICHAEL D REV LIV TR 7/21/00
509 Naish Ave
Cocoa Beach FL 32931

ALLEN JOSEPH B JR LIV TR 3/2/1994
C/O ALLEN WILLIAM N TRUSTEE
3228 57th Ter
Gainesville FL 32606

SUGARLOAF TRUST 1/4/2011
517 Naish Ave
Cocoa Beach FL 32931

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	\$15,797	\$8,526	\$8,526	\$8,526
= Just Market Value	\$15,797	\$8,526	\$8,526	\$8,526
= Total Assessed Value	\$8,854	\$8,049	\$7,317	\$6,652
- School Exempt Value	\$0	\$0	\$0	\$0
= School Taxable Value	\$15,797	\$8,526	\$8,526	\$8,526

Historical Assessments

Year	Land Value	Building Value	Yard Item Value	Just (Market) Value	Assessed Value	Exempt Value	Taxable Value	Maximum Portability
2021	\$8,526	\$0	\$0	\$8,526	\$8,049	\$0	\$8,526	\$0
2020	\$8,526	\$0	\$0	\$8,526	\$7,317	\$0	\$8,526	\$0
2019	\$8,526	\$0	\$0	\$8,526	\$6,652	\$0	\$8,526	\$0
2018	\$8,526	\$0	\$0	\$8,526	\$6,047	\$0	\$8,526	\$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 Use	Number of Units	Unit Type	Frontage	Depth
HARDWOOD HAMMOCK UNPERMITTED (01HHM)	1.32	Acreage	0	0
TRANSITIONAL LANDS (000T)	7.87	Acreage	0	0
ENVIRONMENTALLY SENS (000X)	7.99	Acreage	0	0

Sales

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved	Grantor	Grantee
5/21/2015	\$100	Warranty Deed		2743	741	11 - Unqualified	Vacant		
2/1/1970	\$18,200	Conversion Code		454	422	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.

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

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Version 3.1.14

AGREEMENT FOR THE PURCHASE OF LANDS

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

**The Marjorie Allen Living Trust dated March 2, 1994
The Joseph B. Allen, Jr. Living Trust u/t/d March 2, 1994,
The Michael D. Atkinson Revocable Living Trust dated July 21, 2000, and
The Sugarloaf Trust u/t/a dated January 4, 2011**

(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 **\$600,000.00** 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 1, Block 16, in Government Lot 3, Section 25, Township 66 South, Range 27 East, according to a map entitled North Sugarloaf Acres Section Two, in Sections 25 and 36, Township 66 South, Range 27 East, recorded in Official Records Book 427, Page 1048, less and except Hawksbill Lane as shown on the plat of Vacation Harbour, recorded in Plat Book 6, Page 47.
Parcel ID# 00117490-001500**

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 **\$600,000.00**. 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 following address:

**c/o Donna Pezzi
Keller Williams Key West Compass Realty
pezzi@att.net**

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 **June 26, 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 sixty (60) 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. The Sellers have every intention to close during this time frame however if additional time is needed, a mutually agreed upon extension can be made.

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/ **The Marjorie Allen Living Trust dated March 2, 1994**
By: **Joseph B. Allen, III, Successor Co-Trustee**

_____ Signature	_____ Date	_____ Phone Number	_____ Email Address
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By: **William Nathan Allen, Successor Co-Trustee**

_____ 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 by metes and bounds (Parcel ID #00114470-000500) on Summerland Key (also known as Part of Tract E, Summerland Key Properties on Summerland Key) to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida for the price of \$170,000; 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 6.10 acre parcel located near Center Road on the bay side of Summerland Key near mile marker 25.

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 \$170,000.

The proposed resolution authorizes the Land Authority to sell the subject property to the State for a price of \$170,000, which is 100% of the purchase price the Land Authority paid.

Estimated Net Proceeds of this Sale to the State:

- Sales Price: \$170,000
- Attorney Fee: \$475
- Recording Fees: \$100
- Net Proceeds: \$169,425

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 #00114470-000500) ON SUMMERLAND KEY (ALSO KNOWN AS PART OF TRACT E, SUMMERLAND KEY PROPERTIES) TO THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA FOR THE PRICE OF \$170,000; AUTHORIZING THE CHAIRMAN TO EXECUTE SAME; AND AUTHORIZING THE CHAIRMAN TO EXECUTE THE DEED AND ASSOCIATED CLOSING DOCUMENTS.

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

WHEREAS, the Florida Department of Environmental Protection has transmitted to the Land Authority the Option Agreement for Sale and Purchase in Attachment "A" (hereinafter "Option Agreement") whereby the Florida Governor and Cabinet, sitting as the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, would purchase pre-acquired Florida Forever land from the Land Authority described by metes and bounds (Parcel ID #00114470-000500) on Summerland Key (also known as Part of Tract E, Summerland Key Properties); and

WHEREAS, on June 28, 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 \$170,000 is hereby approved and the Chairman is authorized to execute same.

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

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

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

(Seal)

ATTEST:

MONROE COUNTY COMPREHENSIVE
PLAN LAND AUTHORITY

Christine Hurley
Executive Director

David P. Rice
Chairman

Approved as to form and legality

Gregory Oropeza, Esquire

ATTACHMENT "A"

OPTION AGREEMENT FOR SALE AND PURCHASE

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

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

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

3.A. PURCHASE PRICE. The purchase price for the Property is ONE HUNDRED SEVENTY THOUSAND AND NO/100 DOLLARS (\$170,000.00) ("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 **JULY 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

Printed Name of Witness

Witness as to Seller

Date signed by Seller

Printed Name of Witness

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

Printed Name of Witness

Witness as to Buyer

Date signed by Buyer

Printed Name of Witness

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"

A parcel of land situated on Summerland Key and being a part of government lot 6, Section 26, Township 66 South, Range 28 East, Monroe County, Florida, and being more particularly described as follows:

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 West 875.00 feet; thence South 80.12 feet; thence West 300 feet; thence North 80.12 feet; thence West 1050.00 feet, plus or minus, to shore line; thence meander the shore line in a 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.

BSM APPROVED

By: J.A. Date: 05/04/2023

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)

Name

Address

Interest

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:

Name

Address

Reason for Payment

Amount

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>
Michael J. Dalsin and Julie Dalsin 1008 W. Delaware Street Sioux Falls, SD 57104	3/23/23	Sale to Monroe County Comprehensive Plan Land Authority 1200 Truman Avenue, Suite 207 Key West, FL 33040	\$170,000

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

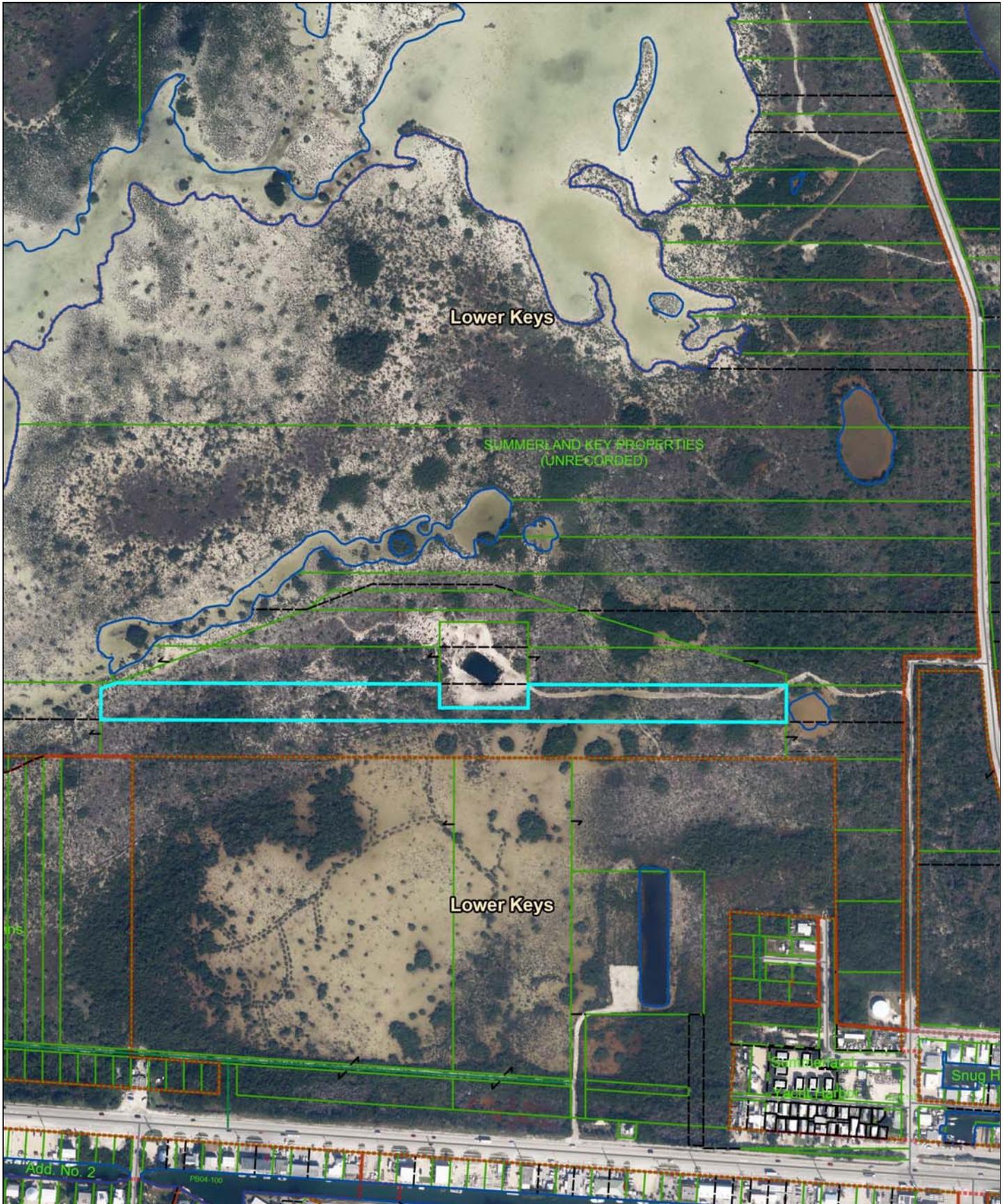
(Printed, Typed or Stamped Name of
Notary Public)

Commission No.: _____

My Commission Expires: _____

Part of Tract E, Summerland Key Properties, Summerland Key

Parcel ID #00114470-000500



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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 1, Block 41, Second Addition to Port Pine Heights on Big Pine Key to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida for the price of \$ 50,000; 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 6,213 square foot lot located at the corner of Caribbean Street and Gulf Boulevard on the bay side of Big Pine Key near mile marker 30.

The Land Authority is serving as a local partner with the Florida Department of Environmental Protection and pre-acquired the subject property at a price of \$50,000.

The proposed resolution authorizes the Land Authority to sell the subject property to the State for a price of \$50,000, which is 100% of the purchase price the Land Authority paid.

Estimated Net Proceeds of this Sale to the State:

- Sales Price: \$50,000
- Attorney Fee: \$475
- Recording Fees: \$100
- Net Proceeds: \$49,425

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 1, BLOCK 41, SECOND ADDITION TO PORT PINE HEIGHTS ON BIG PINE KEY TO THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA FOR THE PRICE OF \$50,000; AUTHORIZING THE CHAIRMAN TO EXECUTE SAME; AND AUTHORIZING THE CHAIRMAN TO EXECUTE THE DEED AND ASSOCIATED CLOSING DOCUMENTS.

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

WHEREAS, the Florida Department of Environmental Protection has transmitted to the Land Authority the Option Agreement for Sale and Purchase in Attachment "A" (hereinafter "Option Agreement") whereby the Florida Governor and Cabinet, sitting as the Board of Trustees of the Internal Improvement Trust Fund, would purchase pre-acquired Florida Forever land from the Land Authority described as Lot 1, Block 41, Second Addition to Port Pine Heights (PB 4-167) on Big Pine Key; and

WHEREAS, on June 28, 2023, the Land Authority Advisory Committee voted ___ 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 \$50,000 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 FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00) ("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 **JULY 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

Printed Name of Witness

Witness as to Seller

Date signed by Seller

Printed Name of Witness

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

Printed Name of Witness

Witness as to Buyer

Date signed by Buyer

Printed Name of Witness

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 1, Block 41, Second Addition to Port Pine Heights, according to the Plat thereof as recorded in Plat Book 4, Page 167, of the Public Records of Monroe County, Florida.

BSM APPROVED

By: J.A. Date: 06/27/2023

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>
Order of Summary Administration of the Estate of Robert T. Page, deceased on June 11, 2019	3/24/22	Conveyance to Willie Ruth Page 4030 Lake Russell Drive Florence, SC 29501	\$0
The Nature Conservancy 1035 S. Semoran Blvd., Suite 2-1021B Winter Park, FL 32792	3/8/23	Quit Claim of Oil, Gas, and Minerals Rights to Monroe County Comprehensive Plan Land Authority 1200 Truman Avenue, Suite 207 Key West, FL 33040	\$0
Willie Ruth Page 4030 Lake Russell Drive Florence, SC 29501	3/24/23	Sale to Monroe County Comprehensive Plan Land Authority 1200 Truman Avenue, Suite 207 Key West, FL 33040	\$50,000

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: _____

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

