

**Monroe County Comprehensive Plan Land Authority**  
**Advisory Committee Meeting**  
**Agenda Items for 9/27/23 Meeting**  
**Revised 9/26/23**

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The Land Authority Advisory Committee Meeting is scheduled to meet on Wednesday, September 27, 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 August 30, 2023 meeting.
5. Approval of a contract to purchase Tier 3 property for conservation - Block 8, Lot 23, Cahill Pines and Palms on Big Pine Key near mile marker 30 from **Eladio Lima and Blanca T. Lima** for the price of **\$90,000**.
6. Approval of a contract to purchase Tier 1 property for conservation - Big Pine Key Acreage (Parcel ID #00112310-000100) on Big Pine Key near mile marker 32 from the **Estate of Dale L. Yingst and the Estate of Joan M. Yingst** for the price of **\$80,000**.
7. Approval of a contract to purchase Tier 2 property for conservation – Block 10, Lot 3, Eden Pines Colony First Addition on Big Pine Key near mile marker 30 from **Candido Velez** for the price of **\$75,000**.
8. Approval to add Block 8, Lots 1, 2, 15, 16, 17, and adjacent filled bay bottom, Palm Villa on Big Pine Key to the Acquisition List as a conservation site with a ROGO exemption that will be transferred offsite for affordable housing.
9. Approval of a contract to purchase Tier 1 property for conservation and a ROGO exemption for affordable housing – Block 8, Lots 1, 2, 15, 16, 17, and adjacent filled bay bottom, Palm Villa on Big Pine Key near mile marker 31 from **Vu Luong and Vien Vo** for the price of **\$750,000**.
10. Recommend approval of a resolution approving an option agreement to sell pre-acquired Florida Forever land described as Lots 1-2, Block 1; Lots 1-10, Block 3; Lots 1-12, Block 4; Lots 1-6, Block 5; and Lots 1-6, Block 6, Marion Park on Key Largo to the **Board of Trustees of the Internal Improvement Trust Fund of the State of Florida** for the price of **\$300,000**; authorizing the Chairman to execute same; and authorizing the Chairman to execute the deed and associated closing documents. **(Pass-36 lots)**
11. Executive Director's report.
12. 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

August 30, 2023

The Monroe County Comprehensive Plan Land Authority (MCLA) Advisory Committee held a meeting on Wednesday, August 30, 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 9:32 AM. Present and answering roll call in addition to Chairman Valant were Linda Cunningham, Erin Muir, and Barbara Neal. Sandi Williams was absent. Also present were Executive Director Christine Hurley, Senior Property Acquisition Specialist Mark Rosch, and Office Manager John Beyers. 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 August 29, 2023 and reflects the addition of item 9e. Ms. Cunningham made a motion to approve the revised agenda and Ms. Muir seconded the motion. There being no objections, the motion carried 4/0.

The next item (Item 4) was approval of the minutes for the June 28, 2023 meeting. Ms. Muir 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 1 property for conservation – Sugarloaf Key Acreage (Parcel ID #00118300-000000) on Sugarloaf Key near mile marker 20 from Maria Christina Lopez, as Trustee of the Maria Christina Ruiz Living Trust of May 17, 2017 for the price of \$55,000. Mr. Rosch addressed the committee. The subject property consists of a 0.95 acre lot which fronts Johnson Road on the ocean side of Sugarloaf Key. The property has a tier designation of Tier 1 – Natural Area, a zoning designation of Suburban Residential (SR) and Native Area (NA), and vegetation consisting of buttonwood, scrub mangrove, hammock, and undeveloped land. Following discussion, Ms. Cunningham made a motion to approve the item at the purchase price of \$55,000 and Ms. Neal 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 3A property for conservation – Block 19, Lot 7, Twin Lakes on Key Largo near mile marker 103 from William Cotter and Bridget Cotter for the price of \$62,500. Mr. Rosch and Ms. Hurley addressed the Committee. The subject property consists of a 6,765 square foot lot located on Bunky Street on the bay side of Key Largo. The property has a tier designation of Tier 3A – Special Protection Area, a zoning designation of Improved Subdivision (IS), and vegetation consisting of buttonwood and tropical hardwood hammock. Following discussion, Ms. Muir made a motion to approve the item at the purchase price of \$62,500 and Ms. Neal seconded the motion. There being no objections the motion carried 4/0.

The next item (Item 7) was approval of a contract to purchase Tier 3 property for conservation – Block 3, Lots 11 and 12, Ramrod Shores Marina Section on Ramrod Key near mile marker 27 from Vera Tison for the price of \$170,000. Mr. Rosch and Ms. Hurley addressed the committee. The property consists of two adjoining lots totaling 12,000 square feet located at 27118 and 27128 Dolphin Road on the bay side of Ramrod Key. The property has a tier designation of Tier 3 – Infill Area, a zoning designation of Improved Subdivision (IS), and is developed land, appropriate for habitat restoration. Following discussion, Ms. Neal made a motion to approve the item at the purchase price of \$170,000 and Ms. Muir 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 3 property for conservation – Block 1A, Lots 5, 6, and 7, Amended Plat of Bay Harbor on Key Largo near mile marker 95 from Michael E. Theiss for the price of \$260,000. Mr. Rosch and Ms. Hurley addressed the committee. The property consists of three adjoining lots totaling 15,000 square feet located at 109 North Bay Harbor Drive on the bay side of Key Largo. The property has a tier designation of Tier 3 – Infill Area, a zoning designation of Improved Subdivision (IS), and vegetation consisting of tropical hardwood hammock. Following discussion, Ms. Cunningham made a motion to approve the item at the purchase price of \$260,000 and Ms. Neal seconded the motion. There being no objections the motion carried 4/0.

The next item (Item 9) 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) Land described by metes and bounds on Cudjoe Key, also known as Parcel GGG, Cudjoe Acres, 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. (Gil RJ)
- b) Lot 32, Block 4 of the unrecorded plat of North Sugarloaf Acres Section One on Sugarloaf 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. (Gonzalez)
- c) Lot 16, Block 8, Thompsons Subdivision Section “A” on Key Largo to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida for the price of \$19,000; authorizing the Chairman to execute same; and authorizing the Chairman to execute the deed and associated closing documents. (Lopez)
- d) Lot 12, Block 16, Eden Pines Colony 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. (Little)
- e) Lots 1, 2, and 3, Block E, Piney Point on Big Pine Key to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida for the price of \$119,000; authorizing the Chairman to execute same; and authorizing the Chairman to execute the deed and associated closing documents. (McSwain)

Mr. Rosch addressed the committee. Following discussion, Ms. Neal made a motion to recommend approval of items 9a through 9e as listed in the agenda and Ms. Cunningham seconded the motion. There being no objections the motion carried 4/0.

The next item (Item 10) was the Executive Director's report. Ms. Hurley reported on the following:

- a) Ms. Hurley presented the FY23 budget outlook: \$11,380,196 is budgeted to spend outside of Key West, \$5.4 million has been spent to date in FY23 which is approaching the highest amount spent historically. There is \$999,233 under contract which includes the properties that were approved in today's meeting. Sales to the State in the Florida Forever program for FY23 are \$2,900,000 with an additional \$1,264,000 under contract. There is also \$1,816,000 earmarked in future sales to the State. The State has started requiring surveys on some of the properties, which has slowed down the closing process on resales.
- b) The FY24 budget will have \$14,112,000 to spend in Monroe County and \$15,850,000 to spend in Key West.
- c) The City of Key West Commission passed a resolution asking MCLA for over \$4,000,000 towards The Lofts, a 3.2 acre project in Key West. Most of the units are rentals, 14 of the units are to be sold with income restrictions for affordable housing. The City is requesting these funds to offset the cost of these units which are projected to be sold between \$635,000 and \$705,250 with a Land Authority subsidy of \$287,000 per unit. The MCLA statute governing affordable housing requires all land authority funding to be used for families whose income does not exceed 160 percent of the median family income for the area. Because Key West wants these 14 units to be ownership units, the land authority statute is problematic since income can increase after a unit is sold. MCLA staff will be discussing this with the MCLA Governing Board in September and proposing a statutory change to remedy this situation.
- d) Islamorada requested MCLA assist with purchasing conservation property. MCLA has been willing to assist in acquisitions of land within Florida Forever and then re-sale that land to the State of Florida. Islamorada staff have asked if MCLA is willing to partner on acquisitions within Florida Forever, whereby the purchase price exceeds appraised value, if Islamorada pays the difference between appraised value and sales price.
- e) The MCLA is now required to review their inventory of land to determine whether any of it is appropriate for affordable housing. A new law was passed last legislative session that requires this for Special Districts. MCLA is a special district under Monroe County. This work has been completed and revealed the sites acquired for affordable housing as appropriate. The List will be reviewed by the Board of County Commission at their 9/20/23 meeting during a Public Hearing.
- f) The next MCLA Advisory Committee meeting is scheduled for Wednesday, September 27, 2023 at 9:30 AM. Chairman Valant, Ms. Cunningham, Ms. Muir, and Ms. Neal said they would be able to attend.

There being no further business, the meeting was adjourned at 10:53 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 3 property for conservation - Block 8, Lot 23, Cahill Pines and Palms on Big Pine Key near mile marker 30 from Eladio Lima and Blanca T. Lima for the price of \$90,000.

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**ITEM BACKGROUND:**

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

The subject property is located on Horvath Road on the ocean side of Big Pine Key.

Purchase Price and Estimated Closing Costs:

- Purchase Price: \$90,000.00
- Cost of Appraisal: \$0.00
- Cost of Survey: \$0.00
- Title Fees & Insurance: \$992.50
- Attorney Fee and Mobile Notary Fees: \$725.00
- Recording Fees: \$35.50
- Total Costs: \$91,753.00

Attributes of the Subject Property:

- Parcel ID#: 00245650-000000
- Size: 6,000 square feet
- Tier Designation: Tier 3 – Infill Area
- Zoning Designation: Improved Subdivision (IS)
- Future Land Use Map Designation: Residential Medium (RM)
- Vegetation: Exotics and tropical hardwood hammock.
- Acquisition List Qualification: This property qualifies because it is Tier 3.
- Florida Forever Boundary: This property is outside the Florida Forever boundary.
- Transferrable Development Rights (TDRs): 1 TDR
- Cost per TDR: \$90,000
- ROGO Dedication Points: 5 points
- Cost per ROGO Dedication Point: \$18,000

# Block 8, Lot 23, Cahill Pines and Palms Big Pine Key





< [Back](#)

Big Pine, FL



By Yisel Montes-Schickman with Keyes - Sunset Office



Virtual tour

1/14

For Sale

**\$99,000**

**Est. \$686/mo**

**6,000** sqft lot

Lan Horvath Rd, Big Pine, FL 33043

**[View on Map](#)**

Commute time: [Add a commute](#)

**Land**  
Property type

**53 days**  
Time on Realtor.com

Ask a question

Share this home

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## Open houses ▼

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## Property details ^

Great opportunity to own your very own piece of property in the Florida Keys. 6000 sf Canal Lot in Southern portion of Big Pine Key, between Marathon and Key West. Buildable waterfront lot on a beautiful 75 ft wide canal. Canal waters can be used for swimming, fishing, paddleboarding, kayaking and j... [Show more](#)

### Property features

#### Bathrooms

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- Total Bathrooms: 0

#### Waterfront and Water Access

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- CanalFront

#### Exterior and Lot Features

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- Frontage Length: 60
- Road Responsibility: PublicMaintainedRoad
- Road Surface Type: Paved

#### Land Info

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- Lot Description: Item14Acre
- Lot Size Acres: 0.137741
- Number of Lots: 1
- Lot Size Square Feet: 6000

#### Home Features

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- View: Canal

#### Homeowners Association

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- Association: No
- Calculated Total Monthly Association Fees: 0

## Other Property Info

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- Annual Tax Amount: 357
- Source Listing Status: Active
- County: Monroe County
- Tax Year: 2022
- Source Property Type: Land
- MLS Area Minor: Other Geographic Area (Out Of Area Only)
- Source Neighborhood: CAHILL PINES AND PALMS
- Parcel Number: 00245650-000000
- Postal City: Big Pine
- Subdivision: CAHILL PINES AND PALMS
- Zoning Description: is
- Property Subtype: Residential
- Source System Name: C2C

## Building and Construction

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- Direction Faces: East

[Show less](#) ^

**Find out more about this property.**

Contact agent

## Local Home Services

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Advertisement

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 **Monthly payment**



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 **Connect with a lender** ▼

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 **Veterans & military benefits** ▼

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Home Loans

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 **Property history** ^

### Property price

Date	Event	Price
07/13/2023	Listed	\$99,000

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### Property tax

Year	Taxes	Total assessments
2021	\$223	\$15,560
2020	\$208	\$14,145
2019	\$291	\$12,859
2018	\$288	\$11,691
2017	\$220	\$46,500
2016	\$206	\$42,000
2015	\$153	\$8,784

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The price and tax history data displayed is obtained from public records and/or MLS feeds from the local jurisdiction. Contact your REALTOR® directly in order to obtain the most up-to-date information available.

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# Monroe County, FL

## Disclaimer

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

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

## Summary

**Parcel ID** 00245650-000000  
**Account#** 1313556  
**Property ID** 1313556  
**Millage Group** 100H  
**Location Address** VACANT LAN HORVATH Rd, BIG PINE KEY  
**Legal Description** BK 8 LT 23 CAHILL PINES & PALMS BIG PINE KEY PB3-94OR466-552-554 OR569-889 OR742-143 OR873-510  
*(Note: Not to be used on legal documents.)*  
**Neighborhood** 545  
**Property Class** VACANT RES (0000)  
**Subdivision** CAHILL PINES AND PALMS  
**Sec/Twp/Rng** 26/66/29  
**Affordable Housing** No

## Owner

LIMA ELADIO  
 126 Kiwanis Dr  
 Wayne NJ 07470

LIMA BLANCA T  
 126 Kiwanis Dr  
 Wayne NJ 07470

## Valuation

	2023 Preliminary Values	2022 Certified Values	2021 Certified Values	2020 Certified Values
+ Market Improvement Value	\$0	\$0	\$0	\$0
+ Market Misc Value	\$0	\$0	\$0	\$0
+ Market Land Value	\$106,500	\$88,500	\$40,500	\$37,500
= Just Market Value	\$106,500	\$88,500	\$40,500	\$37,500
= Total Assessed Value	\$18,828	\$17,116	\$15,560	\$14,145
- School Exempt Value	\$0	\$0	\$0	\$0
= School Taxable Value	\$106,500	\$88,500	\$40,500	\$37,500

## Historical Assessments

Year	Land Value	Building Value	Yard Item Value	Just (Market) Value	Assessed Value	Exempt Value	Taxable Value	Maximum Portability
2022	\$88,500	\$0	\$0	\$88,500	\$17,116	\$0	\$88,500	\$0
2021	\$40,500	\$0	\$0	\$40,500	\$15,560	\$0	\$40,500	\$0
2020	\$37,500	\$0	\$0	\$37,500	\$14,145	\$0	\$37,500	\$0
2019	\$64,500	\$0	\$0	\$64,500	\$12,859	\$0	\$64,500	\$0
2018	\$64,500	\$0	\$0	\$64,500	\$11,690	\$0	\$64,500	\$0

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

## Land

Land Use	Number of Units	Unit Type	Frontage	Depth
RES PLUGGED CANAL UNPERMITTED (01PCM)	6,000.00	Square Foot	60	100

## Sales

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved	Grantor	Grantee
11/1/1982	\$14,500	Warranty Deed		873	510	Q - Qualified	Vacant		

## View Tax Info

[View Taxes for this Parcel](#)

Map



TRIM Notice

[2023 TRIM Notice \(PDF\)](#)

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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Last Data Upload: 9/11/2023, 4:05:30 AM

[Contact Us](#)



AGREEMENT FOR THE PURCHASE OF LANDS

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

**Eladio Lima and Blanca T. Lima**

(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 **\$90,000.00** 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 8, Lot 23, Cahill Pines and Palms (PB 3-94)  
Parcel ID# 00245650-000000**

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 **\$90,000.00**. 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:

**126 Kiwanis Drive  
Wayne, NJ 07470**

**with a copy to:**

**Yisel Montes-Schickman  
The Keyes Company  
ymsyms@bellsouth.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 **September 10, 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/ **Eladio Lima**

_____ Signature	_____ Date	_____ Phone Number	_____ Email Address
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Seller/ **Blanca T. Lima**

_____ 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 - Big Pine Key Acreage (Parcel ID #00112310-000100) on Big Pine Key near mile marker 32 from the Estate of Dale L. Yingst and the Estate of Joan M. Yingst for the price of \$80,000.

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**ITEM BACKGROUND:**

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

The subject property is located on Long Beach Drive on the ocean side of Big Pine Key.

Purchase Price and Estimated Closing Costs:

- Purchase Price: \$80,000.00
- Cost of Appraisal: \$750.00 (paid by the BOCC and eligible for reimbursement by DEP)
- Cost of Survey: \$0
- Title Fees & Insurance: \$935.00
- Attorney Fee and Mobile Notary Fees: \$725.00
- Recording Fees: \$35.50
- Total Costs: \$82,445.50

Attributes of the Subject Property:

- Parcel ID#: 00112310-000100
- Size: 1.04 acres
- Tier Designation: Tier 1 – Natural Area
- Zoning Designation: Sparsely Settled (SS)
- Future Land Use Map Designation: Residential Low (RL)
- Vegetation: Scrub mangrove, mangrove, water, salt marsh, and hammock.
- Acquisition List Qualification: This property qualifies because it is Tier 1.
- Florida Forever Boundary: This property is inside the Florida Forever boundary.
- Transferrable Development Rights (TDRs): 0.13 TDRs
- Cost per TDR: \$615,385
- ROGO Dedication Points: 4 points
- Cost per ROGO Dedication Point: \$20,000

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

Big Pine Key Acreage  
Parcel ID #00112310-000100



Long Beach Dr, Big Pine Key, FL 33043		605607 Property Rights Active \$120,000	
Provided as a courtesy of <b>Florida Keys MLS, Inc.</b> Monroe County - Key Largo to Key West Florida Keys, FL MLKAR - (305) 743-2485 KWAR - (305) 296-8259 FKBOR - (305) 852-9294 <a href="mailto:fkmls@terranova.net">fkmls@terranova.net</a>			
<b>Listing Board:</b>	Marathon/Lower Keys	<b>Limitd Reprsnation:</b>	No
<b>KW Neighborhood:</b>		<b>County:</b>	Monroe
<b>Add'l Parcel #1:</b>		<b>Add'l Parcel #2:</b>	
<b>Tier:</b>	Tier I	<b>Deed Restrictions:</b>	Unknown
<b>Parcel #:</b>		<b>Zoning:</b>	00112310-000100 SS - Sparsely Settled Residential District
<b>Property Rights Type:</b>	Dedication Lot/Points	<b>Property Rights Sub-Type:</b>	ROGO Dedication Lot
<b>Beverage License:</b>		<b>Commercial Sq Footage #:</b>	
<b>Transferable Rental License:</b>		<b>Dedication Lots/Development Points System:</b>	ROGO County
<b>RV Development Right #:</b>		<b>Transfer Fee:</b>	
<b>Lots/Points Total:</b>	4	<b>TBR Density # Available:</b>	
<b>Transfer Fee Paid By:</b>		<b>Transfer Fee Paid By:</b>	Buyer
<b>Remarks – Consumer:</b> 4 ROGO points. Monroe County Land Dedication Eligibility letter in hand.			
<b>Sold Comments:</b>			
<b>Directions:</b> US1 to Long Beach Road on Big Pine Key. Follow Long Beach Road down and parcel is located on the left a the first curve.			
<b>Legal:</b> 1 67 29 PT GOVT LOT 5 (1.02 AC) BIG PINE KEY			
<b>Jurisdiction:</b> Uninc. Monroe Cty. Including Big Pine Key		<b>Transferrable Building Right:</b> Buyer to Verify	
<b>Days On Market:</b>	91	<b>List Price:</b>	120,000
<b>LO:</b> Bluescape Real Estate; (305)394-5981; <a href="mailto:kelly@bluescaperealestate.com">kelly@bluescaperealestate.com</a>			

Information is deemed to be reliable, but is not guaranteed. © 2023 MLS and FBS. Prepared by Florida Keys MLS, Inc. on Thursday, September 07, 2023 4:01 PM. The information on this sheet has been made available by the MLS and may not be the listing of the provider. The data relating to real estate for sale on this web site comes in part from the Florida Keys MLS, Inc. Information provided is deemed reliable but not guaranteed. All properties are subject to prior sale, change or withdrawal. The information being provided is for consumers' personal, non-commercial use and may not be used for any purpose other than to identify prospective properties consumers may be interested in purchasing. IDX data is deemed reliable but is not guaranteed accurate by the MLS.

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

Long Beach Dr, Big Pine Key, FL 33043

605607 Property Rights Active \$125,000

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



**Listing Board:** Marathon/Lower Keys    **Limitd Reprntation:** No

**KW Neighborhood:**    **County:** Monroe    **Parcel #:** 00112310-000100  
**Add'l Parcel #1:**    **Add'l Parcel #2:**    **Zoning:** SS - Sparsely Settled Residential District

**Tier:** Tier I    **Deed Restrictions:** Unknown

**Property Rights Type:** Dedication Lot/Points    **Property Rights Sub-Type:** ROGO Dedication Lot    **Transferable Rental License:**  
**Beverage License:**    **Commercial Sq Footage #:**    **Dedication Lots/Development Points System:** ROGO County  
**RV Development Right #:**  
**Lots/Points Total:** 4    **TBR Density # Available:**    **Transfer Fee Paid By:** Buyer

**Remarks – Consumer:** 4 ROGO points. Monroe County Land Dedication Eligibility letter in hand.

**Sold Comments:**

**Directions:** US1 to Long Beach Road on Big Pine Key. Follow Long Beach Road down and parcel is located on the left a the first curve.  
**Legal:** 1 67 29 PT GOVT LOT 5 (1.02 AC) BIG PINE KEY

**Jurisdiction:** Uninc. Monroe Cty. Including Big Pine Key    **Transferrable Building Right:** Buyer to Verify

**Days On Market:** 34    **List Price:** 125,000

**LO:** Bluescape Real Estate; (305)394-5981; [kelly@bluescaperealestate.com](mailto:kelly@bluescaperealestate.com)

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# Monroe County, FL

## Disclaimer

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

## Summary

**Parcel ID** 00112310-000100  
**Account#** 8750285  
**Property ID** 8750285  
**Millage Group** 100H  
**Location Address** VACANT LAN LONG BEACH Rd, BIG PINE KEY  
**Legal Description** 1 67 29 PT GOVT LOT 5 (1.02 AC) BIG PINE KEY OR1089-1901  
(Note: Not to be used on legal documents.)  
**Neighborhood** 519  
**Property Class** VACANT RES (0000)  
**Subdivision**  
**Sec/Twp/Rng** 01/67/29  
**Affordable Housing** No

## Owner

[YINGST DALE L](#)  
 112 Sunset Dr  
 Libertyville IL 60048

[YINGST JOAN M](#)  
 112 Sunset Dr  
 Libertyville IL 60048

## Valuation

	2023 Preliminary Values	2022 Certified Values	2021 Certified Values	2020 Certified Values
+ Market Improvement Value	\$0	\$0	\$0	\$0
+ Market Misc Value	\$0	\$0	\$0	\$0
+ Market Land Value	\$102	\$102	\$102	\$102
= Just Market Value	\$102	\$102	\$102	\$102
= Total Assessed Value	\$102	\$102	\$102	\$102
- School Exempt Value	\$0	\$0	\$0	\$0
= School Taxable Value	\$102	\$102	\$102	\$102

## Historical Assessments

Year	Land Value	Building Value	Yard Item Value	Just (Market) Value	Assessed Value	Exempt Value	Taxable Value	Maximum Portability
2022	\$102	\$0	\$0	\$102	\$102	\$0	\$102	\$0
2021	\$102	\$0	\$0	\$102	\$102	\$0	\$102	\$0
2020	\$102	\$0	\$0	\$102	\$102	\$0	\$102	\$0
2019	\$102	\$0	\$0	\$102	\$102	\$0	\$102	\$0
2018	\$102	\$0	\$0	\$102	\$102	\$0	\$102	\$0

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

## Land

Land Use	Number of Units	Unit Type	Frontage	Depth
ENVIRONMENTALLY SENS (000X)	1.02	Acreage	0	0

## Sales

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved	Grantor	Grantee
4/1/1989	\$18,000	Warranty Deed		1089	1901	U - Unqualified	Vacant		

## View Tax Info

[View Taxes for this Parcel](#)

### Map



### TRIM Notice

[2023 TRIM Notice \(PDF\)](#)

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

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[Contact Us](#)



AGREEMENT FOR THE PURCHASE OF LANDS

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

**Estate of Dale L. Yingst and Estate of Joan M. Yingst**

(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 **\$80,000.00** 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:

**Big Pine Key acreage more particularly described in Exhibit A.  
Parcel ID# 00112310-000100**

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 **\$80,000.00**. 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:

**112 Sunset Drive  
Libertyville, IL 60048**

**with a copy to:**

**Kelly Gardner  
Bluescape Real Estate  
kelly@bluescaperealestate.com**

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

- 10. The property shall be delivered at closing free of any tenant or occupancy whatsoever.
- 11. The Seller(s) shall close any open building permits or code enforcement proceedings prior to closing.
- 12. The effective date of this Agreement (hereinafter "Effective Date") shall be that date when the last one of the Seller(s) and the LAND AUTHORITY has signed this Agreement.
- 13. If the Seller(s) wish to proceed with this transaction, the Seller(s) have until **September 20, 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/ **Estate of Dale L. Yingst and Estate of Joan M. Yingst**  
By: **Jeanne Buhrman, Heir at Law**

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

Seller/ **Estate of Dale L. Yingst and Estate of Joan M. Yingst**  
By: **Kreg K. Yingst, Heir at Law**

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

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

(Seal)

MONROE COUNTY COMPREHENSIVE  
PLAN LAND AUTHORITY

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

## EXHIBIT A

An area in a part of Government Lot 5, Section 1, Township 67 South, Range 29 East, on Big Pine Key, Monroe County, Florida and being more particularly described by metes and bounds as follows: COMMENCING at the Northeast corner of Government Lot 5, bear South 274.12 feet to the Southerly right of way line of Long Beach Drive of "LONG BEACH ESTATES", as recorded in Plat Book 5, at Page 38, of the Public Records of Monroe County, Florida, said point also being the Point of Beginning and also being on a curve, said curve having a central angle of  $42^{\circ} 30'$  and a radius of 558 feet; thence along said curve in a Southwesterly direction and deflection to the right, 171.64 feet to a Point of Tangent; thence bear South  $42^{\circ} 30'$  West, 167.58 feet; thence bear South  $47^{\circ} 30'$  East, 281.66 feet to the East line of Government Lot 5; thence bear North, along the East line of Government Lot 5, 456.23 feet, back to the Point of Beginning, containing 1.02 acres, more or less.

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**AGENDA ITEM WORDING:** Approval of a contract to purchase Tier 2 property for conservation – Block 10, Lot 3, Eden Pines Colony First Addition on Big Pine Key near mile marker 30 from Candido Velez for the price of \$75,000.

---

**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 Horvath Road on the bay side of Big Pine Key.

Purchase Price and Estimated Closing Costs:

- Purchase Price: \$75,000.00
- Cost of Appraisal: \$0.00
- Cost of Survey: \$0.00
- Title Fees & Insurance: \$906.25
- Attorney Fee and Mobile Notary Fees: \$725.00
- Recording Fees: \$35.50
- Total Costs: \$77,416.75

Attributes of the Subject Property:

- Parcel ID#: 00270180-000000
- Size: 7,630 square feet
- Tier Designation: Tier 2 – Transition and Sprawl Area
- Zoning Designation: Improved Subdivision (IS)
- Future Land Use Map Designation: Residential Medium (RM)
- Vegetation: Buttonwood and tropical hardwood hammock.
- Acquisition List Qualification: This property qualifies because it is Tier 2.
- Florida Forever Boundary: This property is outside the Florida Forever boundary.
- Transferrable Development Rights (TDRs): 1 TDR
- Cost per TDR: \$75,000
- ROGO Dedication Points: 2 points
- Cost per ROGO Dedication Point: \$37,500

# Block 10, Lot 3, Eden Pines Colony First Addition

Big Pine Key





# Monroe County, FL

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

## Summary

Parcel ID 00270180-000000  
 Account# 1341819  
 Property ID 1341819  
 Millage Group 100H  
 Location VACANT LAN CACTUS Ln, BIG PINE KEY  
 Address  
 Legal BK 10 LT 3 EDEN PINES COLONY 1ST ADD BIG PINE KEY PB5-26 OR518-47 OR896-1648 OR939-2351 OR1714-2333 OR2673-1157/58 OR2676-1217/19C OR2746-1658/60 OR3033-1895 OR3178-0345  
 Description  
 (Note: Not to be used on legal documents.)  
 Neighborhood 627  
 Property Class VACANT RES (0000)  
 Subdivision EDEN PINES COLONY 1ST ADD  
 Sec/Twp/Rng 22/66/29  
 Affordable No  
 Housing



## Owner

VELEZ CANDIDO  
 843 N Pulaski Rd  
 Chicago IL 60651

## Valuation

	2023 Preliminary Values	2022 Certified Values	2021 Certified Values	2020 Certified Values
+ Market Improvement Value	\$0	\$0	\$0	\$0
+ Market Misc Value	\$249	\$249	\$249	\$249
+ Market Land Value	\$88,813	\$70,310	\$55,508	\$24,054
= Just Market Value	\$89,062	\$70,559	\$55,757	\$24,303
= Total Assessed Value	\$89,062	\$61,333	\$55,757	\$24,303
- School Exempt Value	\$0	\$0	\$0	\$0
= School Taxable Value	\$89,062	\$70,559	\$55,757	\$24,303

## Historical Assessments

Year	Land Value	Building Value	Yard Item Value	Just (Market) Value	Assessed Value	Exempt Value	Taxable Value	Maximum Portability
2022	\$70,310	\$0	\$249	\$70,559	\$61,333	\$0	\$70,559	\$0
2021	\$55,508	\$0	\$249	\$55,757	\$55,757	\$0	\$55,757	\$0
2020	\$24,054	\$0	\$249	\$24,303	\$24,303	\$0	\$24,303	\$0
2019	\$23,558	\$0	\$249	\$23,807	\$23,807	\$0	\$23,807	\$0
2018	\$32,618	\$0	\$249	\$32,867	\$28,127	\$0	\$32,867	\$0

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

## Land

Land Use	Number of Units	Unit Type	Frontage	Depth
RESIDENTIAL CANAL UNPERMITTED (01CM)	7,630.00	Square Foot	70	109

## Yard Items

Description	Year Built	Roll Year	Size	Quantity	Units	Grade
CH LINK FENCE	1985	1986	4 x 70	1	280 SF	1

Sales

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved	Grantor	Grantee
5/20/2022	\$105,000	Warranty Deed	2378857	3178	0345	01 - Qualified	Vacant		
7/22/2020	\$17,000	Tax Deed	2274492	3033	1895	11 - Unqualified	Vacant		
6/15/2015	\$100	Quit Claim Deed		2746	1658	11 - Unqualified	Vacant		
2/27/2014	\$0	Quit Claim Deed		2676	1217	11 - Unqualified	Vacant		
2/27/2014	\$100	Quit Claim Deed		2673	1157	11 - Unqualified	Vacant		
7/27/2001	\$10,000	Warranty Deed		1714	2333	Y - Unqualified	Vacant		
4/1/1985	\$18,000	Warranty Deed		939	2351	Q - Qualified	Vacant		
10/1/1982	\$7,000	Warranty Deed		896	1648	Q - Qualified	Vacant		
2/1/1973	\$3,200	Conversion Code		518	47	Q - Qualified	Vacant		

View Tax Info

[View Taxes for this Parcel](#)

Photos



Map



TRIM Notice

2023 TRIM Notice (PDF)

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

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Contact Us



AGREEMENT FOR THE PURCHASE OF LANDS

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

**Candido Velez**

(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 **\$75,000.00** 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 10, Lot 3, Eden Pines Colony First Addition (PB 5-26)  
Parcel ID# 00270180-000000**

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 **\$75,000.00**. 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:

**843 N. Pulaski Road  
Chicago, IL 60651**

**with a copy to: Walt Lee  
Berkshire Hathaway Knight Gardner Realty  
walt@keysrealestate.com**

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

- 10. The property shall be delivered at closing free of any tenant or occupancy whatsoever.
- 11. The Seller(s) shall close any open building permits or code enforcement proceedings prior to closing.
- 12. The effective date of this Agreement (hereinafter "Effective Date") shall be that date when the last one of the Seller(s) and the LAND AUTHORITY has signed this Agreement.
- 13. If the Seller(s) wish to proceed with this transaction, the Seller(s) have until **September 22, 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/ **Candido Velez**

Signature	Date	Phone Number	Email Address

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

MONROE COUNTY COMPREHENSIVE  
PLAN LAND AUTHORITY

(Seal)

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

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**AGENDA ITEM WORDING:** Approval to add Block 8, Lots 1, 2, 15, 16, 17, and adjacent filled bay bottom, Palm Villa on Big Pine Key to the Acquisition List as a conservation site with a ROGO exemption that will be transferred offsite for affordable housing.

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**ITEM BACKGROUND:**

This agenda item is to add a ROGO-exempt property to the 2023 Acquisition List for the dual purposes of conservation and affordable housing. The property is Block 8, Lots 1, 2, 15, 16, 17, and adjacent filled bay bottom in Palm Villa subdivision on Big Pine Key. The Land Authority has a contract to purchase the property for \$750,000. After purchase, the property will be restored as conservation land and the ROGO exemption will be transferred to an affordable housing site to be determined.

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**MONROE COUNTY LAND  
AUTHORITY (MCLA) 2023  
ACQUISITION LIST  
Approved by MCLA Advisory  
Committee 9/27/23 and Adopted  
by MCLA Governing Board  
10/18/23**

This Acquisition List has been developed to guide purchases using MCLA funding.

Florida Statutes 380.0667. Advisory committee: acquisitions, Section (3) indicates: The land authority shall approve the list of acquisitions, in whole or in part, in the order of priority recommended by the advisory committee.

Ordinance 031-1986, Section 8, further indicates: The Advisory Committee shall establish, on or before January 15 of each year, an identification and prioritization of land acquisition for the Land Authority.

The list also incorporates by reference the Florida Keys Stewardship Act that took effect on July 1, 2016, as amended, the land acquisition priorities in Policy 102.4.2 of the 2030 Comprehensive Plan, the Memorandum of Understanding between DEP and Monroe County revised on October 20, 2021 and House Bill 1173 that took effect on April 6, 2018.

**PROPERTY IN FLORIDA KEYS AREA OF CRITICAL STATE CONCERN (OUTSIDE OF KEY WEST)**

The MCLA Advisory Committee will promote acquisition of conservation land as follows:

Property Type	Acquisition Objectives	Intended Development	Proposed Owner/Manager
Property Designated Tier 1, Tier 2, or Tier 3A with priority being properties located within the Big Pine Habitat Conservation Plan	Property Rights Protection Environmental Protection	None	MCLA, Local, State, or Federal Government
Property Designated Tier 3 with significant habitat or connectivity	Property Rights Protection Retire Development Rights Environmental	None	MCLA, Local, State, or Federal Government
Property Designated Tier 3 without significant habitat or connectivity	Either affordable housing or Density Reduction	To be determined	BOCC Preferred, MCLA
Property Eligible for ROGO Administrative Relief	Property Rights Protection Environmental Protection	None	MCLA, Local, State, or Federal Government
Property Impacted by Local Government	Property Rights Protection Environmental Protection	None	MCLA, Local, State, or Federal Government
Property Within Florida Forever Projects (with priority for those with potential for resale to the State of Florida DEP).	Environmental Protection Property Rights Protection	None	MCLA, Local, State, or Federal Government

The MCLA Advisory Committee will promote acquisition, by fee simple purchases or other means provided in HB 1173, to address affordable workforce housing damaged or destroyed by Hurricane Irma by adding to the Acquisition List, on a case-by-case basis, affordable housing sites that are preferably ROGO-exempt to be acquired by government partners

provided the sites are not located in a V flood zone and do not include environmentally sensitive habitat or possible wetlands, and are not located in areas prohibited for development by Comprehensive Plan Policy 601.1.11. The Monroe County Code defines environmentally sensitive lands as “areas of native habitat requiring special management attention to protect important fish and wildlife resources and other natural systems or processes. Environmentally sensitive lands typically include wetlands and other surface waters, tropical hardwood hammocks and pinelands.” Native habitat includes Species Focus Areas identified by the US Fish and Wildlife Service but does not include Species Focus Area Buffers. Therefore, MCLA shall not purchase or fund affordable housing that impacts any habitat defined as environmentally sensitive or is located in any of the following areas: Species Focus Areas; areas designated Tier 1, 2, or 3A; V flood zones; offshore islands; or areas within a Coastal Barriers Resource System unit. Evidence of environmental sensitivity includes, but is not limited to, a determination to be made by the County Environmental Resources Office of whether the construction of affordable housing requires habitat to be removed and mitigated.

Favorable factors in the analysis and consideration of affordable housing sites will include the record of the partner in the project; quality of the project; ability of the project to serve individuals, couples and families; leverage from additional non-MCLA funds brought to the project; and the MCLA funds price per unit.

Property Type	Acquisition Objectives	Intended Development	Proposed Owner/Manager
Block 28, Lots 15 and 16, Sands Subdivision	Lot 15 - Conservation Lot 16 - Conservation ROGO Exemption – Affordable Housing	None None Affordable Housing	Lot 15 – MCLA Owner Lot 16 – MCLA Owner ROGO Exemption – transfer offsite as affordable
Block 8, Lots 1, 2, 15, 16, 17 and Adjacent filled bay bottom	Lot 1 Lot 2 Lot 15 Lot 16 Lot 17 ROGO Exemption – Affordable Housing	None None None None None Affordable Housing	Lot 1 – MCLA Owner Lot 2 – MCLA Owner Lot 15 – MCLA Owner Lot 16 – MCLA Owner Lot 17 – MCLA Owner ROGO Exemption – Affordable Housing

**PROPERTY IN KEY WEST AREA OF CRITICAL STATE CONCERN**

In Key West, the MCLA Advisory Committee will consider adding to the Acquisition List, on a case-by-case basis, affordable housing sites to be acquired by government partners provided the sites do not include environmentally sensitive habitat or possible wetlands. Favorable factors in the analysis and consideration of affordable housing sites will include the record of the partner in the project; quality of the project; ability of the project to serve individuals, couples, and families; leverage from additional non-MCLA funds brought to the project; and the MCLA funds price per un

Property Type	Acquisition Objectives	Intended Development	Proposed Owner/Manager
Garden View Apartments	Affordable Housing	Affordable Housing	City of Key West/Key West Housing Authority

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**AGENDA ITEM WORDING:** Approval of a contract to purchase Tier 1 property for conservation and a ROGO exemption for affordable housing – Block 8, Lots 1, 2, 15, 16, 17, and adjacent filled bay bottom, Palm Villa on Big Pine Key near mile marker 31 from Vu Luong and Vien Vo for the price of \$750,000.

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**ITEM BACKGROUND:**

This acquisition is proposed to protect property rights and the natural environment and to reduce the County’s potential liability for takings suits and to secure a Transferable ROGO Exemption that will be transferred offsite to develop a Tier 3 lot with affordable housing.

The subject property is located at 30447 Oleander Boulevard on the bay side of Big Pine Key. One of the lots was previously developed with a dwelling unit and is therefore ROGO exempt.

Purchase Price and Estimated Closing Costs:

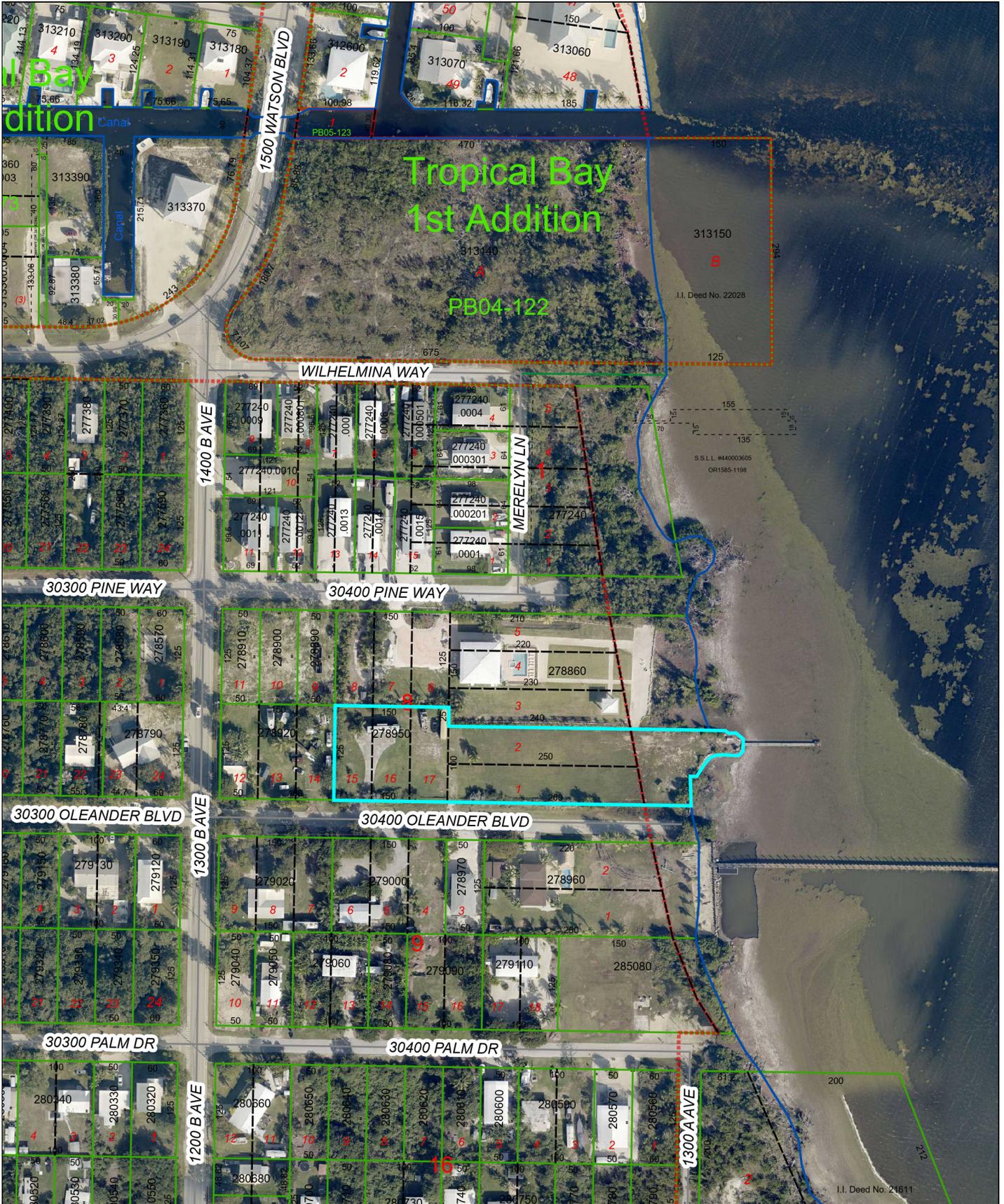
- Purchase Price: \$750,000.00
- Cost of Appraisal: \$10,050.00
- Cost of Survey: \$0.00
- Title Fees & Insurance: \$4,300.00
- Attorney Fee and Mobile Notary Fees: \$725.00
- Recording Fees: \$35.50
- Total Costs: \$765,110.50

Attributes of the Subject Property:

- Parcel ID#: 00278950-000000
- Size: 1.22 acres
- Tier Designation: Tier 1 – Natural Area
- Zoning Designation: Improved Subdivision (IS)
- Future Land Use Map Designation: Residential Medium (RM)
- Vegetation: Developed and undeveloped land.
- Acquisition List Qualification: This property qualifies because it is Tier 1.
- Florida Forever Boundary: Lots 1 and 2 of this property are inside the Florida Forever boundary.
- Transferrable Development Rights (TDRs): 5 TDRs
- Cost per TDR: \$150,000
- ROGO Dedication Points: 10 points
- Cost per ROGO Dedication Point: \$75,000

Once the subject property is acquired, its ROGO exemption will be transferred to an affordable housing site to be determined. Some or all of the residual subject property could then potentially be sold to the State of Florida which would result in some of the acquisition costs being reimbursed.

Block 8, Lots 1, 2, 15, 16, 17, and adjacent filled bay bottom  
Palm Villa, Big Pine Key



30447 Oleander Blvd, Big Pine Key, FL 33043

604656 Vacant Land Active \$990,000

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



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

<b>Off Shore Island:</b>	No	<b>Tier:</b>	Tier 1	<b>County:</b>	Monroe
<b>Subdivision:</b>	Palm Villa (30.5)	<b>Mile Marker:</b>	30.50	<b>Area:</b>	11 - Big Pine Key, No Name Key Bay/Gulf
<b>KW Neighborhood:</b>		<b>Marathon Neighborhood:</b>	N/A	<b>Side:</b>	
<b>Flood Zone:</b>	AE,VE	<b>Alternate Key #:</b>	1350966	<b>Add'l Parcel #1:</b>	
<b>Add'l Parcel #2:</b>		<b>Parcel #:</b>	00278950-000000	<b>Zoning:</b>	IS - Improved Subvission District
<b>Deed Restrictions:</b>	No	<b>Taxes:</b>	5,883.05	<b>Tax Year:</b>	2022

<b>Waterfront:</b>	Yes	<b>Control Depth:</b>	3	<b>Lot Dimensions:</b>	
<b>Lot SqFt:</b>	53,375	<b>Lot Sqft Source:</b>		<b>Total Lots:</b>	1
<b>Survey Available:</b>	Yes	<b>Vegetation Survey:</b>	No	<b>Wtr Mn Inquiry File:</b>	Yes

**Remarks – Consumer:** Are you looking for rare ROGO exempt lot in Big Pine key area? Look no further, this lot is ready to build your dream home right away, imagine the possibilities with over an acre of estate waterfront land with Rogo Exempt letter in hand, no waiting!! Property already have concrete driveway in place and most of the property located on AE-9 Flood zone as well. Great boating access to both Gulf and Atlantic.You can watch the beautiful FL Keys sunrise views over Bogie Channel. This beautiful lot awaits you to build your dream home. There is plenty space for Pool, storage, garage, guest cottage and large estate. Please do not Trespass the property.

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

**Directions:**  
**Legal:** LTS 1-2 & 15-16-17 BLK 8 & ADJ FILLED BAY BTM PALM VILLA BIG PINE KEY PB1-89 OR116-97 OR210-409 OR265-393/94 OR302-156 O

<b>Assoc/Misc Info:</b> Mandatory Home Owners Asc: No; 1st Right of Refusal: No	<b>Dockage:</b> None	<b>Land Size:</b> 1 Less Than 2 Acres
<b>Miscellaneous Info:</b> Mobile Home Lot: No; Rogo W/Letter: Yes	<b>Waterview:</b> Open Water View	<b>Terms:</b> Buyer Obtain Finance; Private Financing; Seller Finance Psble
<b>Tax Exemptions:</b> None	<b>Location/Site:</b> Cleared Site; Paved Street; Water Frontage	<b>Title:</b> Negotiable; Title Ins - Buyer
<b>Waterfront:</b> Bay Front; Gulf Front; Open Water	<b>BuildingPermit:</b> No Permit	<b>Financial Status:</b> Bank Owned: No; Potential Short Sale: No

**Days On Market:** 164 **List Price:** 990,000

**LO:** Coastal Collection Real Estate Inc.; (305)731-7910; TMack234@gmail.com

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

# Monroe County, FL

## Disclaimer

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

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

## Summary

Parcel ID 00278950-000000  
 Account# 1350966  
 Property ID 1350966  
 Millage Group 100H  
 Location 30447 OLEANDER Blvd, BIG PINE KEY  
 Address  
 Legal LTS 1-2 & 15-16-17 BLK 8 & ADJ FILLED BAY BTM PALM VILLA BIG PINE KEY PB1-89  
 Description OR116-97 OR210-409 OR265-393/94 OR302-156 OR596-80 OR731-103 OR731-104 OR796-893 OR879-1948 OR915-1523 OR993-1462 OR1154-634/35 OR1199-1463M/L OR1293-2004 OR1293-2005 OR1583/1553/54 OR2638-832/33 OR3112-0760  
 (Note: Not to be used on legal documents.)  
 Neighborhood 581  
 Property Class VACANT RES (0000)  
 Subdivision PALM VILLA  
 Sec/Twp/Rng 23/66/29  
 Affordable No  
 Housing



## Owner

[LUONG VU](#)  
 702 E Adams St  
 Port Isabel TX 78578

[VO VIEN](#)  
 702 E Adams St  
 Port Isabel TX 78578

## Valuation

	2023 Preliminary Values	2022 Certified Values	2021 Certified Values	2020 Certified Values
+ Market Improvement Value	\$0	\$0	\$0	\$0
+ Market Misc Value	\$40,682	\$41,712	\$6,240	\$6,400
+ Market Land Value	\$922,579	\$562,426	\$351,509	\$298,023
= Just Market Value	\$963,261	\$604,138	\$357,749	\$304,423
= Total Assessed Value	\$664,552	\$604,138	\$357,749	\$144,547
- School Exempt Value	\$0	\$0	\$0	(\$25,000)
= School Taxable Value	\$963,261	\$604,138	\$357,749	\$119,547

## Historical Assessments

Year	Land Value	Building Value	Yard Item Value	Just (Market) Value	Assessed Value	Exempt Value	Taxable Value	Maximum Portability
2022	\$562,426	\$0	\$41,712	\$604,138	\$604,138	\$0	\$604,138	\$0
2021	\$351,509	\$0	\$6,240	\$357,749	\$357,749	\$0	\$357,749	\$0
2020	\$298,023	\$0	\$6,400	\$304,423	\$144,547	\$25,000	\$119,547	\$159,876
2019	\$298,023	\$0	\$6,560	\$304,583	\$141,298	\$25,000	\$116,298	\$163,285
2018	\$311,831	\$0	\$5,544	\$317,375	\$138,664	\$25,000	\$113,664	\$178,711

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

## Land

Land Use	Number of Units	Unit Type	Frontage	Depth
RES WATERFRONT UNPERMITTED (01WM)	34,625.00	Square Foot	0	0
PERMITTED SFR DRY (01DP)	12,500.00	Square Foot	100	125
RESIDENTIAL DRY UNPERMITTED (01DM)	6,250.00	Square Foot	50	125

## Yard Items

Description	Year Built	Roll Year	Size	Quantity	Units	Grade
WOOD DOCKS	2021	2022	5 x 103	1	515 SF	4
SEAWALL	2000	2015	2 x 120	1	240 SF	1

**Sales**

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved	Grantor	Grantee
7/9/2021	\$649,000	Warranty Deed	2329979	3112	0760	01 - Qualified	Vacant		
4/23/2013	\$475,000	Warranty Deed		2638	832	02 - Qualified	Improved		
1/1/1985	\$1	Warranty Deed		933	1462	M - Unqualified	Vacant		

**Permits**

Number	Date Issued	Date Completed	Amount	Permit Type	Notes
21102420	8/5/2021	8/6/2021	\$100	Residential	RECONNECT/SAFETY ELECTRICAL INSPECTION ONLY. - TEMP. POLE
17105819	11/2/2017	11/7/2017	\$15,000	Residential	DEMO ENTIRE HOUSE, SLAB & FOUNDATION (HURR. IRMA)
15101977	4/22/2015	4/27/2015	\$4,500	Residential	REPLACE 2 TON AIR HANDLER & CONDENSER
14105426	12/18/2014	6/15/2015	\$27,000	Residential	REPLACE ALL WINDOWS AND DOORS
14100483	2/18/2014	8/7/2014	\$4,800	Residential	REMOVE/REPLACE AIR CONDITIONING HANDLER AND CONDENSER
98102826	2/5/1999	12/30/1999	\$1	Residential	DOCKS
98102756	12/14/1998	12/13/1999	\$4,000	Residential	ROOFING
98100861	6/1/1998	11/17/1998	\$2,450	Residential	CENTRAL A/C
95100653	5/1/1995	12/1/1995	\$1,500	Residential	SCREEN PORCH
95100654	5/1/1995	12/1/1995	\$4,000	Residential	PLUMBING
93105708	2/1/1993	12/1/1993	\$2,400	Residential	STAIRS
91103804	12/1/1991	12/1/1992	\$1	Residential	DRIVEWAY
91-2342	3/1/1991	12/1/1991	\$575	Residential	FENCE
A-16679	12/1/1986	12/1/1986	\$4,000	Residential	STUCCO SIDING

**View Tax Info**

[View Taxes for this Parcel](#)

**Photos**



**Map**



### TRIM Notice

2023 TRIM Notice (PDF)

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

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

[User Privacy Policy](#) | [GDPR Privacy Notice](#)  
Last Data Upload: 9/1/2023, 4:04:43 AM

Contact Us



AGREEMENT FOR THE PURCHASE OF LANDS

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

**Vu Luong and Vien Vo**

(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 **\$750,000.00** 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:

**Big Pine Key property more particularly described in Exhibit A, including rights to the property's ROGO exempt unit.  
Parcel ID# 00278950-000000**

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 **\$750,000.00**. 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 the RV, cargo trailer, and yellow semi-trailer 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:

**702 E. Adams Street  
Port Isabel, TX 78578**

**with a copy to:**

**Baris Leyla  
Coastal Collection Real Estate  
baris.leyla@gmail.com**

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

- 10. The property shall be delivered at closing free of any tenant or occupancy whatsoever.
- 11. The Seller(s) shall close any open building permits or code enforcement proceedings prior to closing.
- 12. The effective date of this Agreement (hereinafter "Effective Date") shall be that date when the last one of the Seller(s) and the LAND AUTHORITY has signed this Agreement.
- 13. If the Seller(s) wish to proceed with this transaction, the Seller(s) have until **September 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 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/ **Vu Luong**

_____ Signature	_____ Date	_____ Phone Number	_____ Email Address
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Seller/ **Vien Vo**

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

(Seal)

MONROE COUNTY COMPREHENSIVE  
PLAN LAND AUTHORITY

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

## **EXHIBIT A**

**Lot 1, 2, 15, 16 and 17, Block 8, PALM VILLA, according to the plat thereof as recorded in Plat Book 1, Page(s) 89, Public Records of Monroe County, Florida, including all improvements thereon and riparian rights appurtenant thereto.**

**TOGETHER WITH, all filled lands lying between an extension of the side lot lines of Lots 1 and 2, Block 8, PALM VILLA, and extending to Pine Key Channel a/k/a Bogie Channel.**

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**AGENDA ITEM WORDING:** Approval of a resolution approving an option agreement to sell pre-acquired Florida Forever land described as Lots 1 -2, Block 1; Lots 1- 10, Block 3; Lots 1-12, Block 4; Lots 1-6, Block 5; and Lots 1-6, Block 6, Marion Park on Key Largo to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida for the price of \$300,000; authorizing the Chairman to execute same; and authorizing the Chairman to execute the deed and associated closing documents.

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**ITEM BACKGROUND:**

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

The subject property consists of 36 lots totaling 6.25 acres located at the corner of Overseas Highway and Bahama Road on the ocean side of Key Largo near mile marker 98.

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 \$300,000.

The proposed resolution authorizes the Land Authority to sell the subject property to the State for a price of \$300,000, which is 100% of the purchase price the Land Authority paid.

Estimated Net Proceeds of this Sale to the State:

- Sales Price: \$300,000
- Attorney Fee: \$475
- Recording Fees: \$100
- Net Proceeds: \$299,425

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

A RESOLUTION OF THE MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY APPROVING AN OPTION AGREEMENT TO SELL PRE-ACQUIRED FLORIDA FOREVER LAND DESCRIBED AS LOTS 1-2, BLOCK 1; LOTS 1-10, BLOCK 3; LOTS 1-12, BLOCK 4; LOTS 1-6, BLOCK 5; AND LOTS 1-6, BLOCK 6, MARION PARK ON KEY LARGO TO THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA FOR THE PRICE OF \$300,000; AUTHORIZING THE CHAIRMAN TO EXECUTE SAME; AND AUTHORIZING THE CHAIRMAN TO EXECUTE THE DEED AND ASSOCIATED CLOSING DOCUMENTS.

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

WHEREAS, the Florida Department of Environmental Protection has transmitted to the Land Authority the Option Agreement for Sale and Purchase in Attachment "A" (hereinafter "Option Agreement") whereby the Florida Governor and Cabinet, sitting as the Board of Trustees of the Internal Improvement Trust Fund, would purchase pre-acquired Florida Forever land from the Land Authority described as Lots 1-2; Block 1; Lots 1-10, Block 3; Lots 1-12, Block 4; Lots 1-6, Block 5; and Lots 1-6, Block 6, Marion Park (PB 4-113) on Key Largo; and

WHEREAS, on September 27, 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 \$300,000 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 THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$300,000.00) ("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 **OCTOBER 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"

Lots 1 and 2 of Block 1, Lots 1 through 10 of Block 3, Lots 1 through 12 of Block 4, Lots 1 through 6 of Block 5, and Lots 1 through 6 of Block 6, Marion Park, according to the map or plat thereof as recorded in Plat Book 4, Page 113, of the Public Records of Monroe County, Florida.

**BSM APPROVED**

By: J.A. Date: 07/18/2023

**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>
William H. Pass, Anita J. Swanson, and Donna S. Pass-Otteni, Individually and as Successor Co-Trustees of the Revocable Trust Agreement of Elizabeth A. Pass dated 11/7/1994 7172 Vista Park Boulevard Orlando, FL 32829	3/29/23	Sale to Monroe County Comprehensive Plan Land Authority 1200 Truman Avenue, Suite 207 Key West, FL 33040	\$300,000

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

AND FURTHER AFFIANT SAYETH NOT.

AFFIANT

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

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

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

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

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

(NOTARY PUBLIC SEAL)

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

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

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

