

**Monroe County Comprehensive Plan Land Authority**  
**Advisory Committee Meeting**  
**Agenda Items for 11/20/24 Meeting**  
**Revised 11/18/24**

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The Land Authority Advisory Committee Meeting is scheduled to meet on Wednesday, November 20, 2024 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 October 30, 2024 meeting.
5. Approval of the proposed 2025 meeting schedule.
6. Approval of a contract to purchase Tier 1 property for administrative relief and conservation - the West 30 feet of Lot 10 and the East 35 feet of Lot 11, Block 3 and the West 15 feet of Lot 11 and all of Lot 12, Block 3, Anglers Park on Key Largo near mile marker 103 from **B.C.D. of the Keys, LLC** for the price of **\$170,000**.
7. Approval of a contract to purchase Tier 1 property for conservation - Lots 1 and 2, Government Lot 3, Plat of Survey (OR 407-695) on Sugarloaf Key near mile maker 19 from **Ivette Maria Rodriguez** for the price of **\$156,000**.
8. 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) Described by metes and bounds (Parcel ID# 00115840-000500) on Cudjoe Key to the **Board of Trustees of the Internal Improvement Trust Fund of the State of Florida** for the Price of **\$240,000**; authorizing the Chairman to execute same; and authorizing the Chairman to execute the deed and associated closing documents. (**CatesReynolds property**)
  - b) Lots 19 and 20, Block 4, First Addition to The Ladies Acre on Little Torch Key to the **Board of Trustees of the Internal Improvement Trust Fund of the State of Florida** for the price of **\$25,000**; authorizing the Chairman to execute same; and authorizing the Chairman to execute the deed and associated closing documents. (**Smith property**)
  - c) Lot 22, Block 11, Ramrod Shores First Addition on Ramrod Key to the **Board of Trustees of the Internal Improvement Trust Fund of the State of Florida** for the price of **\$19,000**; authorizing the Chairman to execute same; and authorizing the Chairman to execute the deed and associated closing documents. (**Ronning property**)
  - d) Lots 5 and 10, Block 28, Pine Crest on Big Pine Key to the **Board of Trustees of the Internal Improvement Trust Fund of the State of Florida** for the price of **\$38,000**; authorizing the Chairman to execute same; and authorizing the Chairman to execute the deed and associated closing documents. (**Borders property**)
9. Approval of a resolution of the Monroe County Comprehensive Plan Land Authority authorizing the conveyance of real property located at 81 County Road on Big Pine Key, having Parcel ID #00111360-000500 to Monroe County for affordable housing subject to a Land Use Restriction Agreement (LURA). (**Wright property**)
10. Approval of a resolution of the Monroe County Comprehensive Plan Land Authority authorizing the conveyance of real property located at Block 22, Lot 16, Big Pine Cove Subdivision (PB3-131) on Big Pine Key, having Parcel ID #00308540-00000, to Monroe

County for Affordable Housing subject to a Land Use Restriction Agreement (LURA).  
**(Clancy property)**

11. Approval of a resolution of the Monroe County Comprehensive Plan Land Authority authorizing the conveyance of real property located at Block 22, Lot 15, Big Pine Cove Subdivision (PB3-131) on Big Pine Key, having Parcel ID 00308540-000100, to Monroe County for Affordable Housing subject to a Land Use Restriction Agreement (LURA).  
**(Clancy property)**
12. Approval of a resolution of the Monroe County Comprehensive Plan Land Authority authorizing the conveyance of real property located at Block 22, Lot 17, Big Pine Cove Subdivision (PB3-131) on Big Pine Key, having Parcel ID 00308540-000200, to Monroe County for Affordable Housing subject to a Land Use Restriction Agreement (LURA).  
**(Clancy property)**
13. Executive Director's report.
14. 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".*

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MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY  
ADVISORY COMMITTEE

October 30, 2024

The Monroe County Comprehensive Plan Land Authority (MCLA) Advisory Committee held a meeting on Wednesday, September 30, 2024, 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 9:35 AM. Present and answering roll call in addition to Chairman Valant were Linda Cunningham, Erin Muir, Marv Schindler, and Sandi Williams. Also present were Office Manager John Beyers, Senior Property Acquisition Specialist Mark Rosch, and Acting Executive Director Cynthia Guerra. Property Specialist Dina Gambuzza, Property Acquisition Specialist Paunece Scull, 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. There being no additions or deletions, Ms. Cunningham made a motion to approve the agenda and Mr. Schindler seconded the motion. There being no objections the motion carried 5/0.

The next item (Item 4) was approval of the minutes for the September 25 2024, meeting. Ms. Cunningham made a motion to approve the minutes as presented and Ms. Willaims seconded the motion. There being no objections, the motion carried 5/0.

The next item (Item 5) was approval of a contract to purchase Tier 3 property for conservation - Block 2, Tract A, Largo Hi-Lands on Key Largo near mile marker 105 from Bo - Jo, Inc. for the price of \$387,500. Mr. Rosch addressed the committee. The subject property consists of a 28,647 square foot lot and is located at 105820 Overseas Highway on the bay side of Key Largo. The property has a zoning designation of Suburban Commercial (SC) and vegetation mapped as hammock. Following discussion, Ms. Cunningham made a motion to approve the item at the purchase price of \$387,500 and Ms. Muir seconded the motion. There being no objections the motion carried 5/0.

The next item (Item 6) was approval of a contract to purchase Tier 3 property for conservation - Block 3, Lot 27, Ramrod Shores Marina Section on Ramrod Key near mile marker 27 from Anna Hernandez-Lopez and Rafael Hernandez-Lopez for the price of \$105,000. Mr. Rosch and Ms. Guerra addressed the committee. The subject property consists of a 6,000 square foot lot and is located on Angelfush Road on the bay side of Ramrod Key. The property has a zoning designation of Improved Subdivision (IS) and vegetation mapped as developed land and hammock. Following discussion, Ms. Williams made a motion to approve the item at the purchase price of 105,500 and Ms. Cunningham seconded the motion. There being no objections the motion carried 5/0.

The next item (Item 7) was approval of a contract to purchase Tier 1 property for conservation - Block 24, Lot 7, Sands near mile maker 31 from Paxton P. Bromley and Flora Bromley for the price of \$40,000. Mr. Rosch, Ms. Scull, and Ms. Guerra addressed the committee. The subject property consists of a 5,000 square foot lot and is located at 31365 Avenue C on the bay side of Big Pine Key. The property has a zoning designation of Improved Subdivision (IS) and vegetation mapped as developed land.

The next item (Item 9) was approval of a contract to purchase Tier 1 property with one ROGO exemption for affordable housing - Block 24, Lot 8, Sands on Big Pine Key near mile marker 31 from Keys Block & Stucco Corp. for the price of \$235,000. The subject property consists of a 5,000 square foot lot and is located at 31373 Avenue C on the bay side of Big Pine Key. The property has a zoning designation of Improved Subdivision (IS) and vegetation mapped as developed land.

Following discussion, Mr. Schindler made a motion to approve item 7 at the purchase price of \$40,000 and item 9 at the purchase price of \$235,000 and Ms. Muir seconded the motion. There being no objections the motion carried 5/0.

The next item (Item 8) was approval to amend the Acquisition List to add Block 24, Lot 8, Sands on Big Pine Key as an affordable housing site. Ms. Scull, Mr. Rosch, and Ms. Guerra addressed the Committee. Following discussion, Ms. Muir made a motion to approve the item and Ms. Cunningham seconded the motion. There being no objections the motion carried 5/0.

The next item (Item 10) was approval of a contract to purchase Tier 3A property for conservation - Block 9, Lots 8 and 9, Bahia Mar Estates on Key Largo near mile marker 102 from Crawdaddy Inc. for the price of \$275,000. Mr. Rosch and Ms. Scull addressed the Committee. The subject property consists of a 10,500 square foot lot and is located at 1010 and 1008 Gibraltar Road on the ocean side of Key Largo. The property has a zoning designation of Improved Subdivision (IS) and vegetation mapped as tropical hardwood hammock. Following discussion, Ms. Muir made a motion to approve the item at the purchase price of 275,000 and Ms. Cunningham seconded the motion. There being no objections the motion carried 5/0.

The next item (Item 11) recommend approval of resolutions of the Monroe County Comprehensive Plan Land Authority approving Option Agreements to sell pre-acquired Florida Forever land as follows:

- a) Lot 8, Block 2, Summerland Estates Re-Subdivision No. 2 on Summerland Key to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida for the Price of \$15,000; authorizing the Chairman to execute same; and authorizing the Chairman to execute the deed and associated closing documents. (Shepherd/Hill/Holt)
- b) Lot 1, Block 16 (Less Hawksbill Lane), North Sugarloaf Acres Section Two on Sugarloaf Key to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida for the price of \$600,000; authorizing the Chairman to execute same; and authorizing the Chairman to execute the deed and associated closing documents. (Atkinson)

Mr. Rosch and Ms. Guerra addressed the Committee. Following discussion, Mr. Muir made a motion to approve items 11a and 11b as listed in the agenda and Ms. Williams seconded the motion. There being no objections the motion carried 5/0.

The next item (Item 12) was the Executive Director's report. Ms. Guerra reported on the following:

- a. Ms. Guerra asked the Committee members what they are looking for regarding a report on affordable housing projects. The members requested a report on what has been achieved with affordable housing by the MCLA. Ms. Guerra will provide that report in December.

- b. Ms. Guerra mentioned that there will be a November 20, 2024 ROGO special workshop which will partially overlap the next Advisory Committee meeting, in case the members want to attend. The Committee members opted to keep the November 20th meeting as scheduled.
- c. Ms. Guerra, Mr. Rosch, and Ms. Gambuzza discussed the Budget Outlook and the process of how State properties are added to it.

The next MCLA Advisory Committee meeting is scheduled for Wednesday, November 20, 2024 at 9:30 AM. Chairman Valant, Ms. Cunningham, Ms. Muir, and Mr. Schindler said they would be able to attend. Ms. Williams said she is unsure if she is able to attend.

There being no further business, the meeting was adjourned at 10:16 AM.

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

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

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# 2025

## Land Authority Advisory Committee Meeting Schedule

**Meeting Location:**

Marathon Government Center  
2798 Overseas Highway  
Media Room – 1<sup>st</sup> floor  
Marathon, FL

The Marathon Government Center is located near mile marker 48.5

**Meeting Time:**

All meetings will begin at 9:30 AM.

**Meeting Dates:**

**Note:** the BOCC is approving their 2025 schedule on 11/19/24. We will provide a proposed schedule of the 2025 Advisory Committee meeting dates on 11/20/24 for discussion and approval.

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**AGENDA ITEM WORDING:** Approval of a contract to purchase Tier 1 property for administrative relief and conservation - the West 30 feet of Lot 10 and the East 35 feet of Lot 11, Block 3 and the West 15 feet of Lot 11 and all of Lot 12, Block 3, Anglers Park on Key Largo near mile marker 103 from B.C.D. of the Keys, LLC for the price of \$170,000.

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**ITEM BACKGROUND:**

This acquisition is proposed to provide ROGO Administrative Relief pursuant to Monroe County Commission Resolutions 289-2024 and 290-2024 and to protect the natural environment.

The subject property is located at 656 and 658 Dolphin Avenue on the ocean side on Key Largo.

Purchase Price and Estimated Closing Costs:

- Purchase Price: \$170,000.00
- Cost of Appraisal: \$1,900.00
- Cost of Survey: \$0.00
- Title Fees & Insurance: \$1,400.00
- Attorney Fee and Mobile Notary Fees: \$725.00
- Recording Fees: \$35.50
- Total Costs: \$174,060.50

Attributes of the Subject Property:

- Parcel ID#: 00551400-000000 and 00551410-000000
- Size: 0.31 acres
- Tier Designation: Tier 1 – Native Area
- Zoning Designation: Improved Subdivision (IS)
- Future Land Use Map Designation: Residential Medium (RM)
- Vegetation: Mapped as tropical hardwood hammock and developed land
- Acquisition List Qualification: This property qualifies because it is Tier 1 and for Administrative Relief.
- Florida Forever Boundary: This property is outside the Florida Forever boundary.
- Transferrable Development Rights (TDRs): 2 TDRs
- Cost per TDR: \$85,000
- ROGO Dedication Points: 5 points
- Cost per ROGO Dedication Point: \$34,000

**RESOLUTION NO. 289 - 2024**

A RESOLUTION BY THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS **APPROVING THE REQUEST FOR ADMINISTRATIVE RELIEF MADE BY BCD OF THE KEYS LLC ON PROPERTY DESCRIBED AS LOT 12 & PART LOT 11, BLOCK 3, ANGLERS PARK, KEY LARGO, RE # 00551410-000000 IN THE FORM OF A PURCHASE OFFER FROM THE MONROE COUNTY LAND AUTHORITY OR REFERRAL TO THE STATE OF FLORIDA DIVISION OF STATE LANDS FOR POTENTIAL PURCHASE THROUGH THE FLORIDA FOREVER PROGRAM.**

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**WHEREAS**, BCD of the Keys LLC submitted an application for administrative relief under Policy 101.7.1 of the **Monroe County Year 2030 Comprehensive Plan**; and

**WHEREAS**, the Department of Planning and Environmental Resources provided a staff report to the Monroe County Board of County Commissioners regarding the application; and

**WHEREAS**, the Monroe County Board of County Commissioners makes the following findings of fact and conclusions of law:

1. The application for administrative relief 19300539 from 3/26/2024, is for Lot 12 & Part Lot 11 , Block 3, Anglers Park, Key Largo in Monroe County, Florida having RE# 00551410-000000.
2. The date of the ROGO application is 10/15/2019.
3. The ROGO allocation application has been in the ROGO system for at least four (4) consecutive years and qualifies for administrative relief under Policy 101.7.1 of the Monroe County Year 2030 Comprehensive Plan.
4. Monroe County Code (MCC) Section 138-27 provides a mechanism whereby an applicant who has not received an allocation award in ROGO may apply to the Board of County Commissioners for administrative relief.
5. The Board of County Commissioners (BOCC) has the authority to grant administrative relief under Policy 101.7.1 and may grant the applicant a building allocation, offer to purchase the property at fair market value, or provide such other relief as may be necessary and appropriate.
6. The applicant applied for administrative relief on 3/26/2024, under Section 138-27 of the MCC and Policy 101.7.1 of the Monroe County Year 2030 Comprehensive Plan.
7. Policy 101.7.1, Policy 101.7.3, and Policy 105.2.8 of the Monroe County Year 2030 Comprehensive Plan provides criteria to be used for determining lands that are

- 1 appropriate for acquisition and the criteria includes the environmental sensitivity of  
 2 the vegetative habitat on the lot and the applicable Tier designation.
- 3 8. Policy 101.7.3 and Land Development Code Section 138-27(d), the County shall  
 4 preclude the granting of administrative relief in the form of the issuance of a building  
 5 permit for lands within the Florida Forever targeted acquisition or Tier I lands areas  
 6 unless, after 60 days from the receipt of a complete application for administrative  
 7 relief, it has been determined the parcel cannot be purchased for conservation purposes  
 8 by any county, state or federal agency or any private entity. The County shall routinely  
 9 notify Department of Environmental Protection of upcoming administrative relief  
 10 request at least six (6) months prior to the deadline for administrative relief.
- 11 9. The subject property has the land use district designation of IS (Improved Subdivision)  
 12 and is located in the Anglers Park Subdivision and is located in a Tier 1 designated  
 13 area.
- 14 10. Monroe County Year 2030 Comprehensive Plan Policy 101.7.1, Policy 101.7.3, and  
 15 Policy 105.2.8 states the Board may offer to purchase property as the preferred action  
 16 for property located within Tier I.

17  
 18 **NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY**  
 19 **COMMISSIONERS OF MONROE COUNTY, FLORIDA:**

20  
 21 Administrative relief is granted to BCD of the Keys LLC, for Lot 12 & Part Lot 11, Block  
 22 3, Anglers Park, Key Largo in the form of a purchase offer by the Monroe County Land  
 23 Authority.

24  
 25 **PASSED AND ADOPTED** by the Board of County Commissioners of Monroe County,  
 26 Florida at a regular meeting held on the 11th day of September, 2024.

- |                                  |            |
|----------------------------------|------------|
| 28 Mayor Holly Merrill Raschein  | <u>Yes</u> |
| 29 Mayor Pro Tem James K. Scholl | <u>Yes</u> |
| 30 Commissioner Craig Cates      | <u>Yes</u> |
| 31 Commissioner Michelle Lincoln | <u>Yes</u> |
| 32 Commissioner David Rice       | <u>Yes</u> |

33  
 34 BOARD OF COUNTY COMMISSIONERS  
 35 OF MONROE COUNTY, FLORIDA

36  
 37 By: Holly Merrill Raschein  
 Mayor Merrill Raschein

38  
 39 MONROE COUNTY ATTORNEYS' OFFICE  
 40 Approved for form and legal sufficiency

41  
 42 Derek Howard, Sr.  
 43 Derek Howard, Sr. Assistant County Attorney



44 ATTEST: KEVIN MADOK, CLERK  
 45 Kevin Madok  
 AS DEPUTY CLERK

FILED FOR RECORD  
 2024 SEP 13 PM 3:11  
 CLK. CIR. CL.  
 MONROE COUNTY, FLA.

**RESOLUTION NO. 290 –2024**

A RESOLUTION BY THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS **APPROVING THE REQUEST FOR ADMINISTRATIVE RELIEF MADE BY BCD OF THE KEYS LLC ON PROPERTY DESCRIBED AS PART LOT 10 & PART LOT 11, BLOCK 3, ANGLERS PARK, KEY LARGO, RE # 00551400-000000 IN THE FORM OF A PURCHASE OFFER FROM THE MONROE COUNTY LAND AUTHORITY OR REFERRAL TO THE STATE OF FLORIDA DIVISION OF STATE LANDS FOR POTENTIAL PURCHASE THROUGH THE FLORIDA FOREVER PROGRAM.**

---

**WHEREAS**, BCD of the Keys LLC submitted an application for administrative relief under Policy 101.7.1 of the **Monroe County Year 2030 Comprehensive Plan**; and

**WHEREAS**, the Department of Planning and Environmental Resources provided a staff report to the Monroe County Board of County Commissioners regarding the application; and

**WHEREAS**, the Monroe County Board of County Commissioners makes the following findings of fact and conclusions of law:

1. The application for administrative relief 19300540 from 3/26/2024, is for Part Lot 10 & Part Lot 11, Block 3, Anglers Park, Key Largo in Monroe County, Florida having RE# 00551400-000000.
2. The date of the ROGO application is 10/15/2019.
3. The ROGO allocation application has been in the ROGO system for at least four (4) consecutive years and qualifies for administrative relief under Policy 101.7.1 of the Monroe County Year 2030 Comprehensive Plan.
4. Monroe County Code (MCC) Section 138-27 provides a mechanism whereby an applicant who has not received an allocation award in ROGO may apply to the Board of County Commissioners for administrative relief.
5. The Board of County Commissioners (BOCC) has the authority to grant administrative relief under Policy 101.7.1 and may grant the applicant a building allocation, offer to purchase the property at fair market value, or provide such other relief as may be necessary and appropriate.
6. The applicant applied for administrative relief on 3/26/2024, under Section 138-27 of the MCC and Policy 101.7.1 of the Monroe County Year 2030 Comprehensive Plan.
7. Policy 101.7.1, Policy 101.7.3, and Policy 105.2.8 of the Monroe County Year 2030 Comprehensive Plan provides criteria to be used for determining lands that are

- 1 appropriate for acquisition and the criteria includes the environmental sensitivity of  
 2 the vegetative habitat on the lot and the applicable Tier designation.
- 3 8. Policy 101.7.3 and Land Development Code Section 138-27(d), the County shall  
 4 preclude the granting of administrative relief in the form of the issuance of a building  
 5 permit for lands within the Florida Forever targeted acquisition or Tier I lands areas  
 6 unless, after 60 days from the receipt of a complete application for administrative  
 7 relief, it has been determined the parcel cannot be purchased for conservation purposes  
 8 by any county, state or federal agency or any private entity. The County shall routinely  
 9 notify Department of Environmental Protection of upcoming administrative relief  
 10 request at least six (6) months prior to the deadline for administrative relief.
- 11 9. The subject property has the land use district designation of IS (Improved Subdivision)  
 12 and is located in the Anglers Park Subdivision and is located in a Tier 1 designated  
 13 area.
- 14 10. Monroe County Year 2030 Comprehensive Plan Policy 101.7.1, Policy 101.7.3, and  
 15 Policy 105.2.8 states the Board may offer to purchase property as the preferred action  
 16 for property located within Tier I.

17  
 18 **NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY**  
 19 **COMMISSIONERS OF MONROE COUNTY, FLORIDA:**

20  
 21 Administrative relief is granted to BCD of the Keys LLC, for Part Lot 10 & Part Lot 11 ,  
 22 Block 3, Anglers Park, Key Largo in the form of a purchase offer by the Monroe County  
 23 Land Authority.

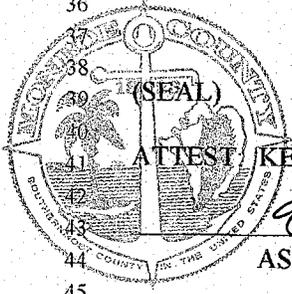
24  
 25 **PASSED AND ADOPTED** by the Board of County Commissioners of Monroe County,  
 26 Florida at a regular meeting held on the 11th day of September, 2024.

- |                                  |            |
|----------------------------------|------------|
| 28 Mayor Holly Merrill Raschein  | <u>Yes</u> |
| 29 Mayor Pro Tem James K. Scholl | <u>Yes</u> |
| 30 Commissioner Craig Cates      | <u>Yes</u> |
| 31 Commissioner Michelle Lincoln | <u>Yes</u> |
| 32 Commissioner David Rice       | <u>Yes</u> |

FILED FOR RECORD  
 2024 SEP 13 PM 3:10  
 CLK. CIR. CL.  
 MONROE COUNTY, FLA.

33  
 34 BOARD OF COUNTY COMMISSIONERS  
 35 OF MONROE COUNTY, FLORIDA

36 By: *Holly Merrill Raschein*  
 37 Mayor Merrill Raschein



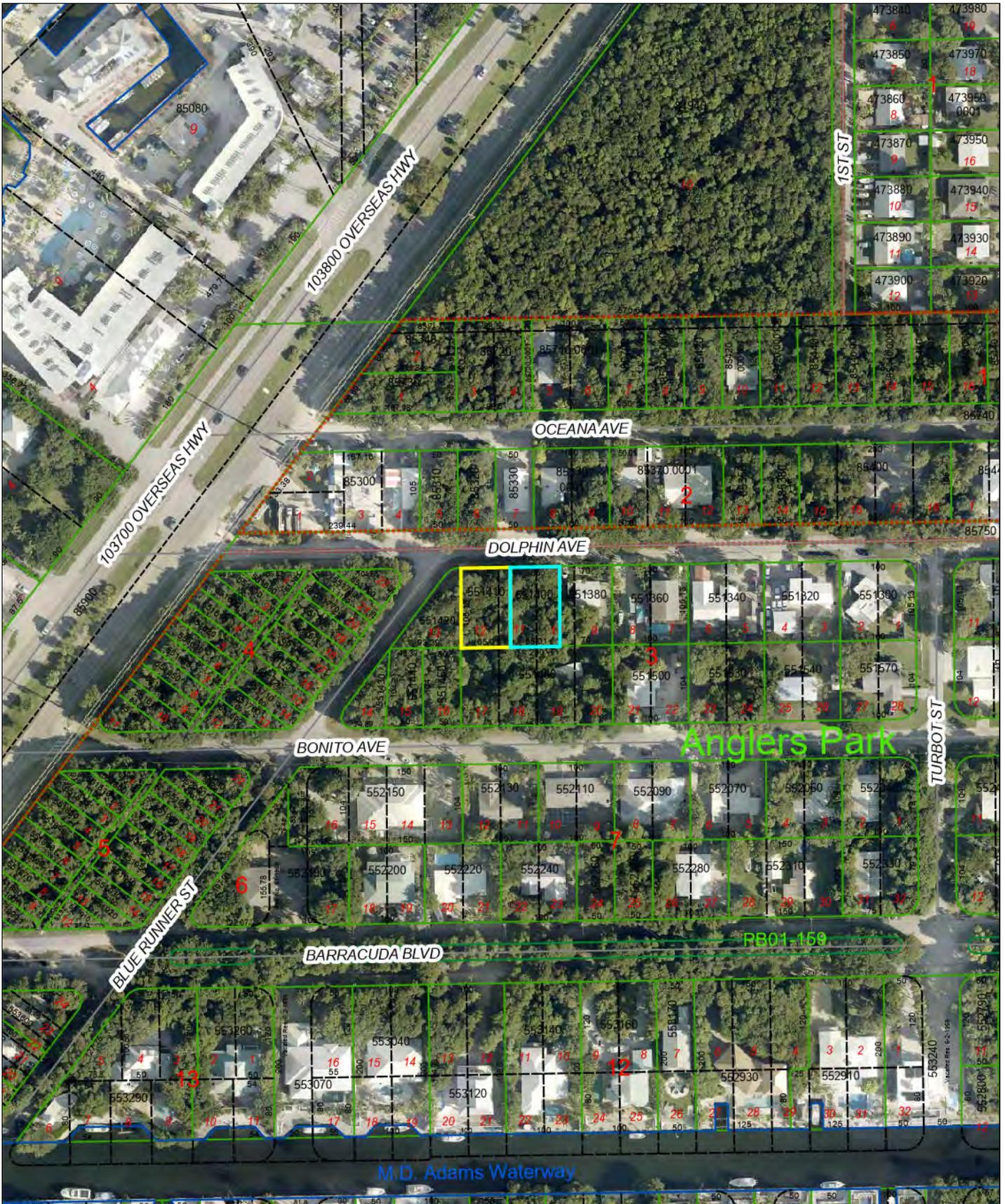
38 ATTEST KEVIN MADOK, CLERK  
 39  
 40  
 41  
 42  
 43  
 44 *Kevin Madok*  
 45 AS DEPUTY CLERK

MONROE COUNTY ATTORNEY'S OFFICE  
 Approved for form and legal sufficiency

*Derek Howard*  
 Derek Howard, Sr. Assistant County Attorney

# West 30' of Lot 10 and East 35' of Lot 11 and West 15' of Lot 11 and all of Lot 12, Block 3

Anglers Park, Key Largo



# \*\*PROPERTY RECORD CARD\*\*

## 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** 00551400-000000  
**Account#** 1676942  
**Property ID** 1676942  
**Millage Group** 500K  
**Location** 658 DOLPHIN Ave, KEY LARGO  
**Address**  
**Legal** BK 3 WEST 30 FT OF LOT 10 AND THE EAST 35 FT OF LOT 11 ANGLERS PARK PB1-159 KEY LARGO OR51-371 OR403-511 OR569-481 OR809-800/801 OR809-804 PROB NO 80-105-CP-12 OR837-600 OR1286-2333/34 OR1307-1479 OR2659-2064/69F/J OR2746-1370ORD OR2765-114  
**Description**  
(Note: Not to be used on legal documents.)  
**Neighborhood** 1825  
**Property Class** VACANT RES (0000)  
**Subdivision** ANGLERS PARK  
**Sec/Twp/Rng** 14/61/39  
**Affordable** No  
**Housing**



## Owner

[BCD OF THE KEYS LLC](#)  
 91700 Overseas Hwy  
 Ste 2  
 Tavernier FL 33070

## Valuation

	2024 Certified Values	2023 Certified Values	2022 Certified Values	2021 Certified Values
+ Market Improvement Value	\$0	\$0	\$0	\$0
+ Market Misc Value	\$0	\$0	\$0	\$0
+ Market Land Value	\$215,368	\$212,224	\$212,224	\$103,754
= Just Market Value	\$215,368	\$212,224	\$212,224	\$103,754
= Total Assessed Value	\$126,588	\$115,080	\$104,618	\$95,107
- School Exempt Value	\$0	\$0	\$0	\$0
= School Taxable Value	\$215,368	\$212,224	\$212,224	\$103,754

## Historical Assessments

Year	Land Value	Building Value	Yard Item Value	Just (Market) Value	Assessed Value	Exempt Value	Taxable Value	Maximum Portability
2024	\$215,368	\$0	\$0	\$215,368	\$126,588	\$0	\$215,368	\$0
2023	\$212,224	\$0	\$0	\$212,224	\$115,080	\$0	\$212,224	\$0
2022	\$212,224	\$0	\$0	\$212,224	\$104,618	\$0	\$212,224	\$0
2021	\$103,754	\$0	\$0	\$103,754	\$95,107	\$0	\$103,754	\$0
2020	\$111,614	\$0	\$0	\$111,614	\$86,461	\$0	\$111,614	\$0
2019	\$78,601	\$0	\$0	\$78,601	\$78,601	\$0	\$78,601	\$0
2018	\$75,441	\$0	\$0	\$75,441	\$75,441	\$0	\$75,441	\$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 DRY UNPERMITTED (01DM)	6,834.90	Square Foot	65	105.13

## Sales

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved	Grantor	Grantee
10/14/2015	\$260,000	Warranty Deed		2765	114	38 - Unqualified	Vacant		
5/1/1994	\$17,000	Warranty Deed		1307	1479	M - Unqualified	Vacant		

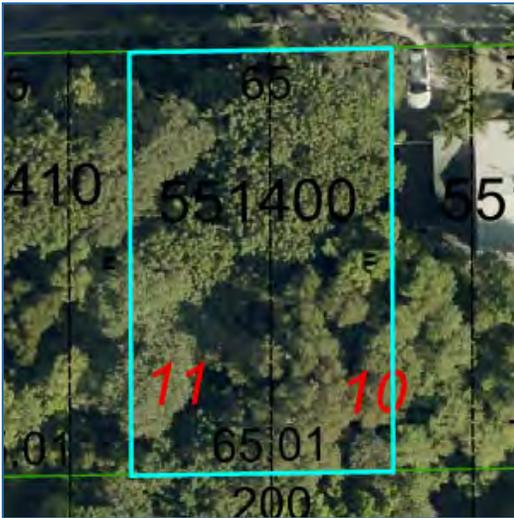
## View Tax Info

[View Taxes for this Parcel](#)

## Photos



## Map



## TRIM Notice

[2024 TRIM Notice \(PDF\)](#)

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

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

[User Privacy Policy](#) | [GDPR Privacy Notice](#)  
Last Data Upload: 11/7/2024, 5:30:59 AM

[Contact Us](#)

Developed by  
 SCHNEIDER  
GEO SPATIAL

# \*\*PROPERTY RECORD CARD\*\*

## 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** 00551410-000000  
**Account#** 1676951  
**Property ID** 1676951  
**Millage Group** 500K  
**Location** 656 DOLPHIN Ave, KEY LARGO  
**Address**  
**Legal Description** BK 3 WEST 15 FT OF LOT 11 AND ALL OF LOT 12 ANGLERS PARK PB1-159 KEY LARGO OR51-371 OR569-481 OR1286-2333/34 OR1307-1479 OR2659-2064/69F/J OR2746-1370ORD OR2765-114  
*(Note: Not to be used on legal documents.)*  
**Neighborhood** 1825  
**Property Class** VACANT RES (0000)  
**Subdivision** ANGLERS PARK  
**Sec/Twp/Rng** 14/61/39  
**Affordable Housing** No



## Owner

[BCD OF THE KEYS LLC](#)  
 91700 Overseas Hwy  
 Ste 2  
 Tavernier FL 33070

## Valuation

	2024 Certified Values	2023 Certified Values	2022 Certified Values	2021 Certified Values
+ Market Improvement Value	\$0	\$0	\$0	\$0
+ Market Misc Value	\$0	\$0	\$0	\$0
+ Market Land Value	\$215,336	\$212,193	\$212,193	\$103,739
= Just Market Value	\$215,336	\$212,193	\$212,193	\$103,739
= Total Assessed Value	\$126,569	\$115,063	\$104,603	\$95,094
- School Exempt Value	\$0	\$0	\$0	\$0
= School Taxable Value	\$215,336	\$212,193	\$212,193	\$103,739

## Historical Assessments

Year	Land Value	Building Value	Yard Item Value	Just (Market) Value	Assessed Value	Exempt Value	Taxable Value	Maximum Portability
2024	\$215,336	\$0	\$0	\$215,336	\$126,569	\$0	\$215,336	\$0
2023	\$212,193	\$0	\$0	\$212,193	\$115,063	\$0	\$212,193	\$0
2022	\$212,193	\$0	\$0	\$212,193	\$104,603	\$0	\$212,193	\$0
2021	\$103,739	\$0	\$0	\$103,739	\$95,094	\$0	\$103,739	\$0
2020	\$111,598	\$0	\$0	\$111,598	\$86,449	\$0	\$111,598	\$0
2019	\$78,590	\$0	\$0	\$78,590	\$78,590	\$0	\$78,590	\$0
2018	\$75,441	\$0	\$0	\$75,441	\$75,441	\$0	\$75,441	\$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 DRY UNPERMITTED (01DM)	6,833.90	Square Foot	65	105.13

## Sales

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved	Grantor	Grantee
10/14/2015	\$260,000	Warranty Deed		2765	114	38 - Unqualified	Vacant		
5/1/1994	\$1	Warranty Deed		1307	1479	M - Unqualified	Vacant		

## View Tax Info

[View Taxes for this Parcel](#)

## Photos



## Map



## TRIM Notice

[2024 TRIM Notice \(PDF\)](#)

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

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AGREEMENT FOR THE PURCHASE OF LANDS

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between

**B.C.D. of the Keys, LLC**

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

WITNESSETH:

1. In consideration of Ten Dollars (\$10.00) in hand, paid by the LAND AUTHORITY, the receipt of which is hereby acknowledged, the Seller(s) agree to sell to the LAND AUTHORITY certain lands upon the terms and conditions hereinafter set forth, and for the price of **\$170,000.00** for all of the lands and other interests, which lands shall include all tenements, hereditaments, together with all water and other rights, easements, appurtenances, and any and all of the Seller's rights in or arising by reason of ownership thereunto belonging, owned by them, situate and lying in the County of Monroe, State of Florida, more particularly described as follows; to-wit:

**The west 30 feet of Lot 10 and the east 35 feet of Lot 11, Block 3, Anglers Park (PB 1-159)  
Parcel ID# 00551400-000000  
and  
The west 15 feet of Lot 11 and all of Lot 12, Block 3, Anglers Park (PB 1-159)  
Parcel ID 00551410-000000**

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 **\$170,000.00**. The LAND AUTHORITY further agrees that, after the preparation, execution, and delivery of the deed, and after the legal counsel of the LAND AUTHORITY shall have approved the title thus vested in the LAND AUTHORITY, it will cause to be paid to the Seller(s) the purchase price. The LAND AUTHORITY shall pay the following expenses associated with the conveyance of the property: deed recording fees, settlement fees, abstract fees, title examination fees, the Buyer's attorney's fees, and title insurance, as well as the prorata share of prepaid real property taxes allocable to the period subsequent to the vesting of title in the LAND AUTHORITY, or the effective date of possession of such real property by the same, whichever is earlier. The Seller(s) shall pay the expenses of documentary stamps to be affixed to the deed and 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:

**91700 Overseas Highway, Suite 2  
Tavernier, FL 33070**

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 **November 8, 2024** 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/ **B.C.D. of the Keys, LLC**  
By: **John Dixon, Authorized Member**

Signature	Date	Phone Number	Email Address
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By: **John Curry, Authorized Member**

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 \_\_\_\_\_, 2024.

(Seal)

MONROE COUNTY COMPREHENSIVE  
PLAN LAND AUTHORITY

\_\_\_\_\_  
Cynthia Guerra, Acting Executive Director

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**AGENDA ITEM WORDING:** Approval of a contract to purchase Tier 1 property for conservation - Lots 1 and 2, Government Lot 3, Plat of Survey (OR 407-695) on Sugarloaf Key near mile maker 19 from Ivette Maria Rodriguez for the price of \$156,000.

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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 Rocky Road on the bay side of Sugarloaf Key.

Purchase Price and Estimated Closing Costs:

- Purchase Price: \$156,000.00
- Cost of Appraisal: \$900.00 (paid by the BOCC and eligible for reimbursement by DEP)
- Cost of Survey: \$1,800.00
- Title Fees & Insurance: \$1,330.00
- Attorney Fee and Mobile Notary Fees: \$725.00
- Recording Fees: \$35.50
- Total Costs: \$160,790.50

Attributes of the Subject Property:

- Parcel ID#: 00118090-000000 and 00118070-000400
- Size: 2.19 acres
- Tier Designation: Tier 1 – Natural Area
- Zoning Designation: Suburban Residential Low (SR-L) and Native Area, (NA)
- Future Land Use Map Designation: Residential Low (RL) and Residential Conservation (RC)
- Vegetation: Mapped as tropical hardwood hammock, freshwater wetland, and developed land
- Acquisition List Qualification: This property qualifies because it is Tier 1.
- Florida Forever Boundary: This property is inside the Florida Forever boundary.
- Transferrable Development Rights (TDRs): 1.038 TDRs
- Cost per TDR: \$150,289
- ROGO Dedication Points: 8 points
- Cost per ROGO Dedication Point: \$19,500

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

# Lots 1 and 2, Government Lot 3, Plat of Survey (OR 407-695)

Sugarloaf Key



# \*\*PROPERTY RECORD CARD\*\*

## 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** 00118090-000000  
**Account#** 1151432  
**Property ID** 1151432  
**Millage Group** 100C  
**Location** VACANT LAND, SUGARLOAF KEY  
**Address**  
**Legal** 36 66 27 SUGARLOAF KEY PT GOV LT 3 (AKA LOT 1 NO SUGARLOAF ACRES SEC ONE) OR407-694/95  
**Description** OR564-756/59 OR656-180 OR649-265 OR911-1521/25 OR2692-1504C OR2692-1505 OR2757-707  
 (Note: Not to be used on legal documents.)  
**Neighborhood** 340  
**Property Class** VACANT RES (0000)  
**Subdivision**  
**Sec/Twp/Rng** 36/66/27  
**Affordable** No  
**Housing**



## Owner

[GARCIA LIANYS RODRIGUEZ TRUSTEE](#)  
 6934 SW 166th Ct  
 Miami FL 33193

## Valuation

	2024 Certified Values	2023 Certified Values	2022 Certified Values	2021 Certified Values
+ Market Improvement Value	\$0	\$0	\$0	\$0
+ Market Misc Value	\$0	\$0	\$0	\$0
+ Market Land Value	\$53,690	\$53,690	\$10,738	\$3,780
= Just Market Value	\$53,690	\$53,690	\$10,738	\$3,780
= Total Assessed Value	\$5,031	\$4,574	\$4,158	\$3,780
- School Exempt Value	\$0	\$0	\$0	\$0
= School Taxable Value	\$53,690	\$53,690	\$10,738	\$3,780

## Historical Assessments

Year	Land Value	Building Value	Yard Item Value	Just (Market) Value	Assessed Value	Exempt Value	Taxable Value	Maximum Portability
2024	\$53,690	\$0	\$0	\$53,690	\$5,031	\$0	\$53,690	\$0
2023	\$53,690	\$0	\$0	\$53,690	\$4,574	\$0	\$53,690	\$0
2022	\$10,738	\$0	\$0	\$10,738	\$4,158	\$0	\$10,738	\$0
2021	\$3,780	\$0	\$0	\$3,780	\$3,780	\$0	\$3,780	\$0
2020	\$3,780	\$0	\$0	\$3,780	\$3,780	\$0	\$3,780	\$0
2019	\$3,780	\$0	\$0	\$3,780	\$3,780	\$0	\$3,780	\$0
2018	\$3,780	\$0	\$0	\$3,780	\$3,780	\$0	\$3,780	\$0

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

## Land

Land Use	Number of Units	Unit Type	Frontage	Depth
HARDWOOD HAMMOCK UNPERMITTED (01HHM)	1.18	Acreage	0	0

## Sales

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved	Grantor	Grantee
7/28/2015	\$0	Quit Claim Deed		2757	707	11 - Unqualified	Vacant		
7/1/2014	\$5,000	Warranty Deed		2692	1505	01 - Qualified	Vacant		
3/26/1976	\$0	Warranty Deed		2692	1504	J - Unqualified	Vacant		

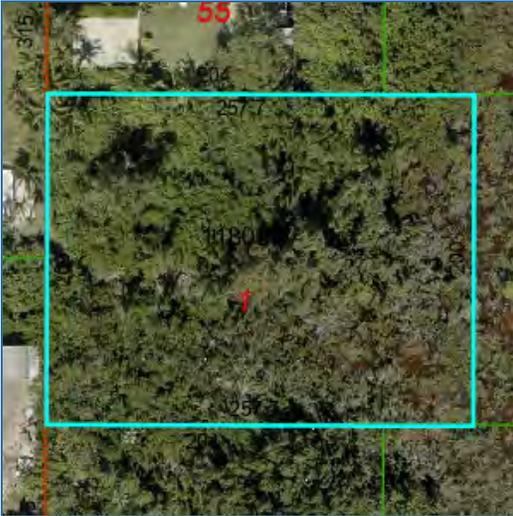
## View Tax Info

[View Taxes for this Parcel](#)

## Photos



## Map



## TRIM Notice

[2024 TRIM Notice \(PDF\)](#)

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

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### Summary

**Parcel ID** 00118070-000400  
**Account#** 1151351  
**Property ID** 1151351  
**Millage Group** 100C  
**Location Address** ROCKY Rd, SUGARLOAF KEY  
**Legal Description** 36 66 27 SUGARLOAF KEY PT GOV LT 3 (AKA LOT 2 BLK 7 NO SUGARLOAF ACRES SEC ONE) OR646-702 OR1827-1218 OR2703-115/16 OR2757-706  
(Note: Not to be used on legal documents.)  
**Neighborhood** 340  
**Property Class** VACANT RES (0000)  
**Subdivision**  
**Sec/Twp/Rng** 36/66/27  
**Affordable Housing** No

### Owner

[GARCIA LIANYS RODRIGUEZ TRUSTEE](#)  
 6934 SW 166th Ct  
 Miami FL 33193

### Valuation

	2024 Certified Values	2023 Certified Values	2022 Certified Values	2021 Certified Values
+ Market Improvement Value	\$0	\$0	\$0	\$0
+ Market Misc Value	\$0	\$0	\$0	\$0
+ Market Land Value	\$58,075	\$58,075	\$11,615	\$4,088
= Just Market Value	\$58,075	\$58,075	\$11,615	\$4,088
= Total Assessed Value	\$5,442	\$4,947	\$4,497	\$4,088
- School Exempt Value	\$0	\$0	\$0	\$0
= School Taxable Value	\$58,075	\$58,075	\$11,615	\$4,088

### Historical Assessments

Year	Land Value	Building Value	Yard Item Value	Just (Market) Value	Assessed Value	Exempt Value	Taxable Value	Maximum Portability
2024	\$58,075	\$0	\$0	\$58,075	\$5,442	\$0	\$58,075	\$0
2023	\$58,075	\$0	\$0	\$58,075	\$4,947	\$0	\$58,075	\$0
2022	\$11,615	\$0	\$0	\$11,615	\$4,497	\$0	\$11,615	\$0
2021	\$4,088	\$0	\$0	\$4,088	\$4,088	\$0	\$4,088	\$0
2020	\$4,088	\$0	\$0	\$4,088	\$4,088	\$0	\$4,088	\$0
2019	\$4,088	\$0	\$0	\$4,088	\$4,088	\$0	\$4,088	\$0
2018	\$4,088	\$0	\$0	\$4,088	\$4,088	\$0	\$4,088	\$0

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### Land

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

### Sales

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved	Grantor	Grantee
7/23/2015	\$0	Quit Claim Deed		2757	706	11 - Unqualified	Vacant		
8/5/2014	\$4,286	Quit Claim Deed		2703	115	11 - Unqualified	Vacant		
10/21/2002	\$15,000	Warranty Deed		1827	1218	Q - Qualified	Vacant		
2/1/1976	\$8,000	Conversion Code		646	702	Q - Qualified	Vacant		

### View Tax Info

[View Taxes for this Parcel](#)

## Map



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[2024 TRIM Notice \(PDF\)](#)

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AGREEMENT FOR THE PURCHASE OF LANDS

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between

**Ivette Maria Rodriguez**

(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 **\$156,000.00** 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:

**Lots 1 and 2 in Government Lot 3, Plat of Survey (OR 407-695)  
Parcel ID# 00118090-000000 and 00118070-000400**

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.

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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.

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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:

**c/o Mario Pi  
Realty Bistro  
mrp2001@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 **November 11, 2024** 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/ **Ivette Maria Rodriguez**

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 \_\_\_\_\_, 2024.

(Seal)

MONROE COUNTY COMPREHENSIVE  
PLAN LAND AUTHORITY

\_\_\_\_\_  
Cynthia Guerra, Acting Executive Director

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**AGENDA ITEM WORDING:** Approval of a resolution approving an option agreement to sell pre-acquired Florida Forever land described by metes and bounds (Parcel ID# 00115840-000500) on Cudjoe Key to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida for the price of \$240,000; authorizing the Chairman to execute same; and authorizing the Chairman to execute the deed and associated closing documents.

---

**ITEM BACKGROUND:**

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

The subject property consists of a 4.4 acre parcel located on the corner of Colson Drive and US 1 on the ocean side of Cudjoe Key near mile marker 21.

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 \$240,000.

The proposed resolution authorizes the Land Authority to to sell the subject property to the State for a price of \$240,000 which is 100% of the purchase price the Land Authority paid.

Estimated Net Proceeds of this Sale to the State:

- Sales Price: \$240,000
- Attorney Fee: \$475
- Recording Fees: \$100
- Net Proceeds: \$239,425

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

A RESOLUTION OF THE MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY APPROVING AN OPTION AGREEMENT TO SELL PRE-ACQUIRED FLORIDA FOREVER LAND DESCRIBED BY METES AND BOUNDS (PARCEL ID# 00115840-000500) ON CUDJOE KEY TO THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA FOR THE PRICE OF \$240,000; 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 by metes and bounds (Parcel ID# 00115840-000500) on Cudjoe Key; and

WHEREAS, on November 20, 2024, 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 \$240,000 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 \_\_\_\_\_ 2024.

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

(Seal)

ATTEST:

MONROE COUNTY COMPREHENSIVE  
PLAN LAND AUTHORITY

\_\_\_\_\_  
Cynthia Guerra  
Acting 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 150 days after Buyer's approval of this Agreement ("Option Expiration Date"), unless extended by other provisions of this Agreement. If Buyer's funds in the amount of the purchase price (as hereinafter defined in paragraph 3.A.) are not available by the Option Expiration Date the period of exercise of the option may be extended until such funds become available, not to exceed 60 days after the Option Expiration Date, by written notice to Seller. If Buyer's funds are not available at the end of the 60-day extension then this Agreement shall terminate and neither party shall have further obligations under the provisions of this Agreement. If Buyer does not exercise its option by the Option Expiration Date, as extended if applicable, then the escrow agent is directed to release and disburse the Option Payment to Seller the following day. If Buyer does timely exercise its option, then escrow agent shall credit the Option Payment toward the purchase price paid by Buyer at closing.

3.A. PURCHASE PRICE. The purchase price for the Property is TWO HUNDRED FORTY THOUSAND AND NO/100 DOLLARS (\$240,000.00) ("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 **DECEMBER 20, 2024**, 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE TO FOLLOW]

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 Address

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

\_\_\_\_\_  
Witness Address

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

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

\_\_\_\_\_  
Printed Name of Witness

\_\_\_\_\_  
Witness Address

\_\_\_\_\_  
Witness Address

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

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

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

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

(NOTARY PUBLIC SEAL)

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

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

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

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

BUYER

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

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

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

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

\_\_\_\_\_  
Printed Name of Witness

3800 Commonwealth Blvd., MS 115  
Witness Address

Tallahassee, Florida 32399-3000  
Witness Address

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

Approved as to Form and Legality

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

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

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

\_\_\_\_\_  
Printed Name of Witness

3800 Commonwealth Blvd., MS 115  
Witness Address

Tallahassee, Florida 32399-3000  
Witness Address

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

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

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

(NOTARY PUBLIC SEAL)

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

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

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

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

## EXHIBIT "A"

A Tract of land in a part of Government Lot 2, Section 29, Township 66 South, Range 28 East, on Cudjoe Key, Monroe County, Florida, and being more particularly described by metes and bounds as follows:

COMMENCING at the intersection of the West Line of Government Lot 2, Section 29, Township 66 South, Range 28 East, and the Southerly right-of-way line of U.S. Highway No.1, bear North 72 degrees and 20 minutes East, along the Southerly right-of-way line of U.S. Highway No. 1, for a distance of 115.97 feet to the intersection of the Southerly right-of-way line of U.S. Highway No. 1 and the East right-of way line of Colson Drive, as recorded in Plat Book 4, at Page 78, of the Public Records of Monroe County, Florida; said intersection also to be known as the POINT OF BEGINNING, of the tract of land hereinafter described; from said Point of Beginning, continue bearing North 72 degrees and 20 minutes East, along the Southerly right-of-way line of U.S. Highway No.1, for 348.15 feet; thence bear South 09 degrees and 39 minutes East, 561.08 feet; thence bear West, 409.97 feet to the East right-of-way line of Colson Drive; thence bear North, along the East right-of-way line of Colson Drive, 449.94 feet, back to the POINT OF BEGINNING

also described as:

A Tract of land in a part of Government Lot 2, Section 29, Township 66 South, Range 28 East, on Cudjoe Key, Monroe County, Florida, and being more particularly described by metes and bounds as follows:

COMMENCING at the intersection of the West Line of Government Lot 2, Section 29, Township 66 South, Range 28 East, and the Southerly right-of-way line of U.S. Highway No.1, bear North 72°32'42" East, along the Southerly right-of-way line of U.S. Highway No. 1, for a distance of 115.97 feet to the intersection of the Southerly right-of-way line of U.S. Highway No. 1 and the East right-of way line of Colson Drive, as recorded in Plat Book 4, at Page 78, of the Public Records of Monroe County, Florida; said intersection also to be known as the POINT OF BEGINNING, of the tract of land hereinafter described; from said Point of Beginning, continue bearing North 72°32'42" East, along the Southerly right-of-way line of U.S. Highway No.1, for 348.15 feet; thence bear South 09°26'18" East, 563.57 feet; thence bear North 89°47'18" West, 426.20 feet to the East right-of-way line of Colson Drive; thence bear North 00°12'42" East, along the East right-of-way line of Colson Drive, 449.94 feet, back to the POINT OF BEGINNING

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

**BSM APPROVED**

By: J.A. Date: 10/2/2024

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

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

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

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

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

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

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

<u>Name and Address of Parties Involved</u>	<u>Date</u>	<u>Type of Transaction</u>	<u>Amount of Transaction</u>
Jolynn Cates Reynolds, fka Jolynn Cates 22330 La Fitte Drive Cudjoe Key, FL 33042	9/10/24	Sale to Monroe County Comprehensive Plan Land Authority 1200 Truman Avenue, Suite 207 Key West, FL 33040	\$240,000

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: \_\_\_\_\_



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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 19 and 20, Block 4, First Addition to The Ladies Acre on Little Torch Key to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida for the price of \$ 25,000; authorizing the Chairman to execute same; and authorizing the Chairman to execute the deed and associated closing documents.

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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 two adjoining lots totaling 12,000 square feet and are located on Elinor Avenue on the bay side of Little Torch Key near mile marker 28.

The Land Authority is serving as a local partner with the Florida Department of Environmental Protection and pre-acquired the subject property at a price of \$25,000.

The proposed resolution authorizes the Land Authority to to sell the subject property to the State for a price of \$25,000 which is 100% of the purchase price the Land Authority paid.

Estimated Net Proceeds of this Sale to the State:

- Sales Price: \$25,000
- Attorney Fee: \$475
- Recording Fees: \$100
- Net Proceeds: \$24,425

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 19 AND 20, BLOCK 4, FIRST ADDITION TO THE LADIES ACRE ON LITTLE TORCH KEY TO THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA FOR THE PRICE OF \$25,000; AUTHORIZING THE CHAIRMAN TO EXECUTE SAME; AND AUTHORIZING THE CHAIRMAN TO EXECUTE THE DEED AND ASSOCIATED CLOSING DOCUMENTS.

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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 19 and 20, Block 4, First Addition to The Ladies Acre (PB 5-102) on Little Torch Key; and

WHEREAS, on November 20, 2024, 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 \$25,000 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 \_\_\_\_\_ 2024.

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

(Seal)

ATTEST:

MONROE COUNTY COMPREHENSIVE  
PLAN LAND AUTHORITY

\_\_\_\_\_  
Cynthia Guerra  
Acting 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 150 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 TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00) ("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 **DECEMBER 20, 2024**, 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE TO FOLLOW]

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 Address

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

\_\_\_\_\_  
Witness Address

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

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

\_\_\_\_\_  
Printed Name of Witness

\_\_\_\_\_  
Witness Address

\_\_\_\_\_  
Witness Address

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

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

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

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

(NOTARY PUBLIC SEAL)

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

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

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

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

BUYER

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

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

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

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

\_\_\_\_\_  
Printed Name of Witness

3800 Commonwealth Blvd., MS 115  
Witness Address

Tallahassee, Florida 32399-3000  
Witness Address

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

Approved as to Form and Legality

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

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

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

\_\_\_\_\_  
Printed Name of Witness

3800 Commonwealth Blvd., MS 115  
Witness Address

Tallahassee, Florida 32399-3000  
Witness Address

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 19 and 20, Block 4, First Addition to The Ladies Acre, according to the map or plat thereof, as recorded in Plat Book 5, Page 102, of the Public Records of Monroe County, Florida.

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

**BSM APPROVED**

By: J.A. Date: 10/22/2024

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

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

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

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

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

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

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

<u>Name and Address of Parties Involved</u>	<u>Date</u>	<u>Type of Transaction</u>	<u>Amount of Transaction</u>
Kevin Smith 306 Mississippi Avenue Saint Cloud, FL 34769	9/24/24	Sale to Monroe County Comprehensive Plan Land Authority 1200 Truman Avenue, Suite 207 Key West, FL 33040	\$25,000

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

AND FURTHER AFFIANT SAYETH NOT.

AFFIANT

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

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

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

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

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

(NOTARY PUBLIC SEAL)

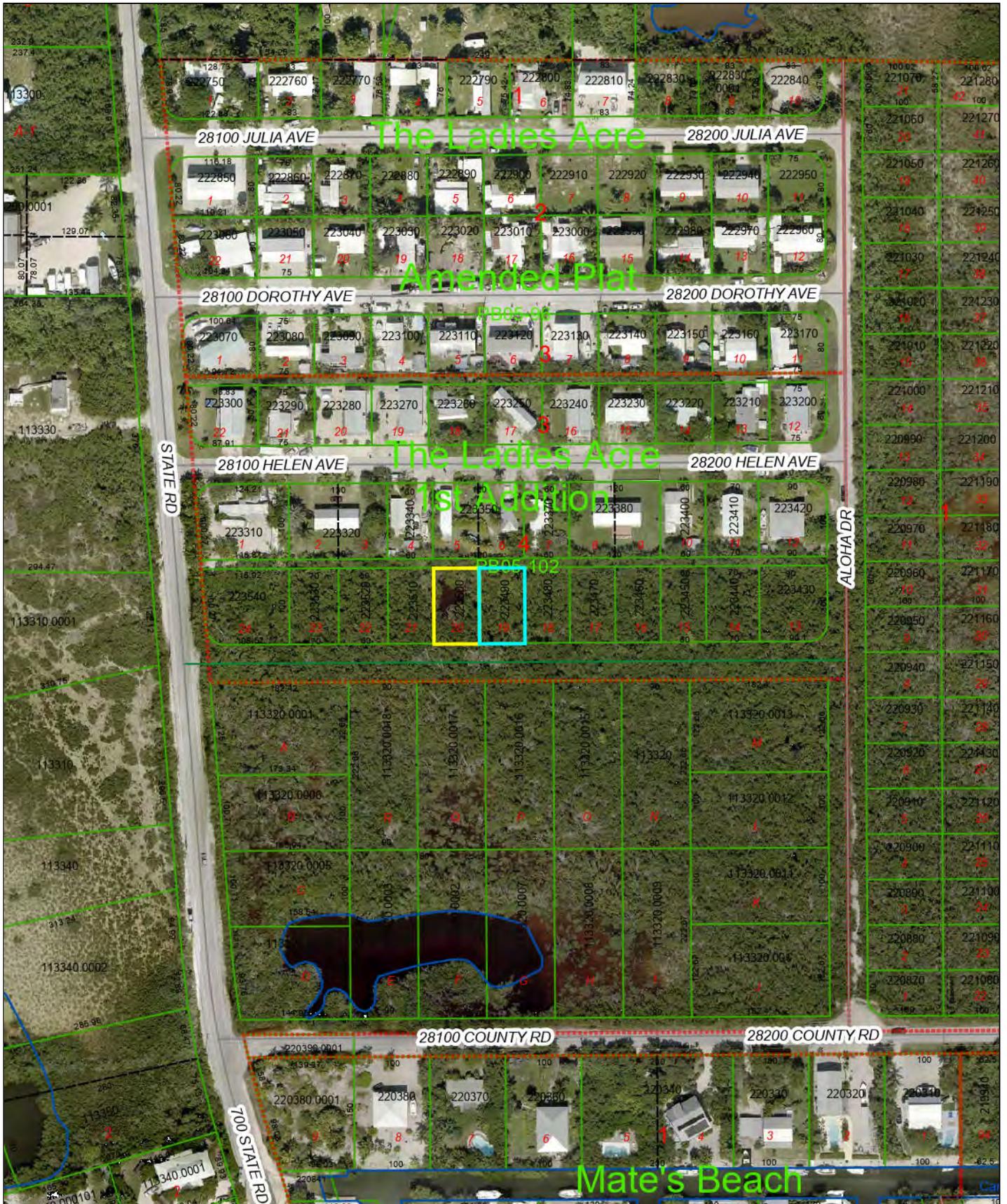
\_\_\_\_\_  
Notary Public

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

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

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

# Block 4, Lots 19 and 20, The Ladies Acre First Addition Little Torch Key



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**AGENDA ITEM WORDING:** Approval of a resolution approving an option agreement to sell pre-acquired Florida Forever land described as Lot 22, Block 11, Ramrod Shores First Addition on Ramrod Key to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida for the price of \$19,000; authorizing the Chairman to execute same; and authorizing the Chairman to execute the deed and associated closing documents.

---

**ITEM BACKGROUND:**

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

The subject property is a 6,125 square foot lot located on Shannahan Road on the bay side of Ramrod Key near mile marker 27.

The Land Authority is serving as a local partner with the Florida Department of Environmental Protection and pre-acquired the subject property at a price of \$19,000.

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

Estimated Net Proceeds of this Sale to the State:

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

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

A RESOLUTION OF THE MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY APPROVING AN OPTION AGREEMENT TO SELL PRE-ACQUIRED FLORIDA FOREVER LAND DESCRIBED AS LOT 22, BLOCK 11, RAMROD SHORES FIRST ADDITION ON RAMROD KEY TO THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA FOR THE PRICE OF \$19,000; AUTHORIZING THE CHAIRMAN TO EXECUTE SAME; AND AUTHORIZING THE CHAIRMAN TO EXECUTE THE DEED AND ASSOCIATED CLOSING DOCUMENTS.

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

WHEREAS, the Florida Department of Environmental Protection has transmitted to the Land Authority the Option Agreement for Sale and Purchase in Attachment "A" (hereinafter "Option Agreement") whereby the Florida Governor and Cabinet, sitting as the Board of Trustees of the Internal Improvement Trust Fund, would purchase pre-acquired Florida Forever land from the Land Authority described as Lot 22, Block 11, Ramrod Shores First Addition (PB 4-51) on Ramrod Key; and

WHEREAS, on November 20, 2024, 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 \$19,000 is hereby approved and the Chairman is authorized to execute same.

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

PASSED AND ADOPTED by the Monroe County Comprehensive Plan Land Authority at a regular meeting on this \_\_\_\_ day of \_\_\_\_\_ 2024.

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

(Seal)

ATTEST:

MONROE COUNTY COMPREHENSIVE  
PLAN LAND AUTHORITY

\_\_\_\_\_  
Cynthia Guerra  
Acting 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 150 days after Buyer's approval of this Agreement ("Option Expiration Date"), unless extended by other provisions of this Agreement. If Buyer's funds in the amount of the purchase price (as hereinafter defined in paragraph 3.A.) are not available by the Option Expiration Date the period of exercise of the option may be extended until such funds become available, not to exceed 60 days after the Option Expiration Date, by written notice to Seller. If Buyer's funds are not available at the end of the 60-day extension then this Agreement shall terminate and neither party shall have further obligations under the provisions of this Agreement. If Buyer does not exercise its option by the Option Expiration Date, as extended if applicable, then the escrow agent is directed to release and disburse the Option Payment to Seller the following day. If Buyer does timely exercise its option, then escrow agent shall credit the Option Payment toward the purchase price paid by Buyer at closing.

3.A. **PURCHASE PRICE.** The purchase price for the Property is NINETEEN THOUSAND AND NO/100 DOLLARS (\$19,000.00) ("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 **DECEMBER 20, 2024**, 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE TO FOLLOW]

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 Address

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

\_\_\_\_\_  
Witness Address

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

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

\_\_\_\_\_  
Printed Name of Witness

\_\_\_\_\_  
Witness Address

\_\_\_\_\_  
Witness Address

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

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

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

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

(NOTARY PUBLIC SEAL)

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

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

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

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

BUYER

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

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

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

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

\_\_\_\_\_  
Printed Name of Witness

3800 Commonwealth Blvd., MS 115  
Witness Address

Tallahassee, Florida 32399-3000  
Witness Address

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

Approved as to Form and Legality

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

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

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

\_\_\_\_\_  
Printed Name of Witness

3800 Commonwealth Blvd., MS 115  
Witness Address

Tallahassee, Florida 32399-3000  
Witness Address

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

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

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

(NOTARY PUBLIC SEAL)

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

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

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

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

**EXHIBIT "A"**

Lot 22, Block 11, Ramrod Shores First Addition, according to the map or plat thereof, as recorded in Plat Book 4, Page 51, of the Public Records of Monroe County, Florida.

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

BSM: *Amy Lewis*

DATE: October 9, 2024

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

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

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

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

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

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

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

<u>Name and Address of Parties Involved</u>	<u>Date</u>	<u>Type of Transaction</u>	<u>Amount of Transaction</u>
Cheryl Ronning 1465 Lake Drive Camano Island, WA 98282	9/24/24	Sale to Monroe County Comprehensive Plan Land Authority 1200 Truman Avenue, Suite 207 Key West, FL 33040	\$19,000

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

AND FURTHER AFFIANT SAYETH NOT.

AFFIANT

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

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

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

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

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

(NOTARY PUBLIC SEAL)

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

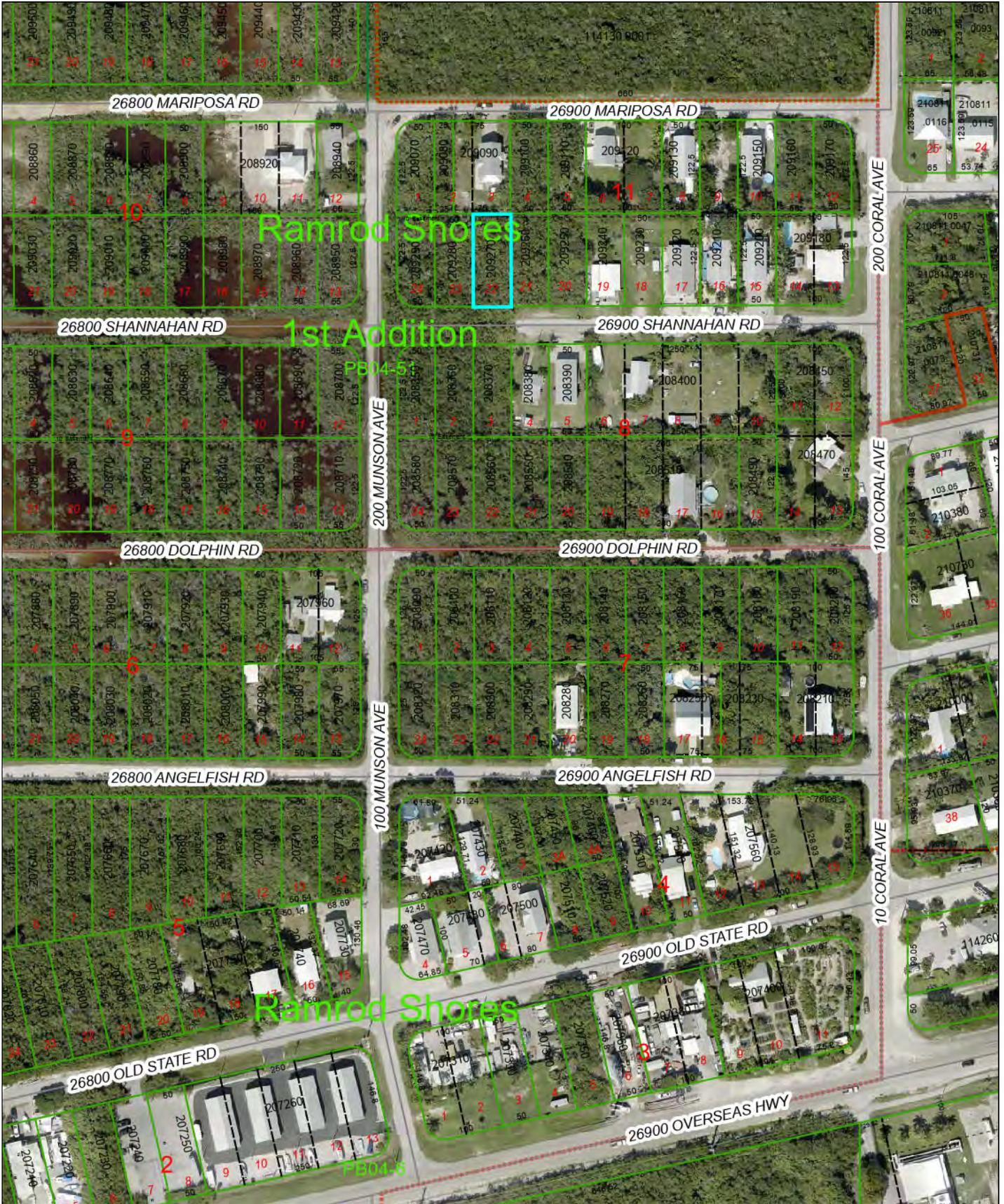
\_\_\_\_\_  
(Printed, Typed or Stamped Name of  
Notary Public)

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

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

# Block 11, Lot 22, Ramrod Shores First Addition

## Ramrod Key



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**AGENDA ITEM WORDING:** Approval of a resolution approving an option agreement to sell pre-acquired Florida Forever land described as Lots 5 and 10, Block 28, Pine Crest on Big Pine Key to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida for the price of \$38,000; authorizing the Chairman to execute same; and authorizing the Chairman to execute the deed and associated closing documents.

---

**ITEM BACKGROUND:**

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

The subject property consists of two adjoining lots totaling 10,000 square feet lot and are located on platted but undeveloped roads on the bay side of Big Pine Key near mile marker 30.

The Land Authority is serving as a local partner with the Florida Department of Environmental Protection and pre-acquired the subject property at a price of \$38,000.

The proposed resolution authorizes the Land Authority to to sell the subject property to the State for a price of \$38,000 which is 100% of the purchase price the Land Authority paid.

Estimated Net Proceeds of this Sale to the State:

- Sales Price: \$38,000
- Attorney Fee: \$475
- Recording Fees: \$100
- Net Proceeds: \$37,425

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 5 AND 10, BLOCK 28, PINE CREST ON BIG PINE KEY TO THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA FOR THE PRICE OF \$38,000; AUTHORIZING THE CHAIRMAN TO EXECUTE SAME; AND AUTHORIZING THE CHAIRMAN TO EXECUTE THE DEED AND ASSOCIATED CLOSING DOCUMENTS.

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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 5 and 10, Block 28, Pine Crest (PB 1-131) on Big Pine Key; and

WHEREAS, on November 20, 2024, 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 \$38,000 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 \_\_\_\_\_ 2024.

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

(Seal)

ATTEST:

MONROE COUNTY COMPREHENSIVE  
PLAN LAND AUTHORITY

\_\_\_\_\_  
Cynthia Guerra  
Acting 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 THIRTY-EIGHT THOUSAND AND NO/100 DOLLARS (\$38,000.00) ("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 **DECEMBER 20, 2024**, 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE TO FOLLOW]

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 Address

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

\_\_\_\_\_  
Witness Address

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

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

\_\_\_\_\_  
Printed Name of Witness

\_\_\_\_\_  
Witness Address

\_\_\_\_\_  
Witness Address

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

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

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

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

(NOTARY PUBLIC SEAL)

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

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

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

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

BUYER

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

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

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

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

\_\_\_\_\_  
Printed Name of Witness

3800 Commonwealth Blvd., MS 115  
Witness Address

Tallahassee, Florida 32399-3000  
Witness Address

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

Approved as to Form and Legality

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

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

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

\_\_\_\_\_  
Printed Name of Witness

3800 Commonwealth Blvd., MS 115  
Witness Address

Tallahassee, Florida 32399-3000  
Witness Address

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 5 and 10, Block 28, Pine Crest, according to the map or plat thereof as recorded in Plat Book 1, Page 131, of the Public Records of Monroe County, Florida.

BSM APPROVED By:

C.A.B. Date: 10/28/2024

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

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

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

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

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

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

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

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

<u>Name and Address of Parties Involved</u>	<u>Date</u>	<u>Type of Transaction</u>	<u>Amount of Transaction</u>
Athena Skellion Borders and Joanna Hoffman Borders as Co-Personal Representatives of the Estate of Nidia F. Borders, deceased 1104 Ponce de Leon Boulevard Coral Gables, FL 33134	9/25/24	Sale to Monroe County Comprehensive Plan Land Authority 1200 Truman Avenue, Suite 207 Key West, FL 33040	\$38,000

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: \_\_\_\_\_



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**AGENDA ITEM WORDING:** Approval of a resolution of the Monroe County Comprehensive Plan Land Authority authorizing the conveyance of real property located at 81 County Road on Big Pine Key, having Parcel ID #00111360-000500 to Monroe County for Affordable Housing subject to a Land Use Restriction Agreement (LURA).

---

**ITEM BACKGROUND:**

Land Authority staff are recommending that a parcel be conveyed to the County and then leased to Habitat for Humanity of Key West and Lower Florida Keys, Inc. for affordable housing development, subject to a Land Use Restriction Agreement (LURA) to maintain compliance with the Land Authority's statute.

The closing costs for conveyance of the Subject Property to the County will be paid by the Land Authority.

The Board of Directors for Habitat for Humanity of Key West and Lower Florida Keys, Inc. reviewed this parcel on August 19, 2024 and committed to developing the site for Affordable Housing consistent with Land Authority requirements.

---

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

A RESOLUTION OF THE MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY AUTHORIZING THE CONVEYANCE OF REAL PROPERTY LOCATED AT 81 COUNTY ROAD ON BIG PINE KEY, HAVING PARCEL ID# 00111360-000500 TO MONROE COUNTY FOR AFFORDABLE HOUSING SUBJECT TO A LAND USE RESTRICTION AGREEMENT (LURA).

---

**WHEREAS**, Monroe County Land Authority ("Authority") owns a parcel, originally purchased for the purposes of affordable housing (hereinafter "Subject Property"); and

**WHEREAS**, the Subject Property is located at 81 County Road on Big Pine Key, having parcel ID #0011360-000500 and legal description as follows:

On the Island of Big Pine Key, Monroe County, Florida, commencing at a point 240 feet West of the North and South Section Line between Sections 25 and 26, said point being 80 feet (86 feet as measured in field) North of the center of the main line of the former Florida East Coast Railway right-of-way, as the said Railway was located. From the above described Southeast corner, bear North and parallel with said Section Line 360 feet: thence run Westerly a distance of 150 feet to the Point of the Beginning of the tract of land hereinafter described; thence North parallel with said Section Line 97.5 feet; thence run Westerly a distance of 75 feet to the Easterly line of a 60 foot deeded road described in Deed Book A-2, page 370 of the Public Records of Monroe County, Florida; thence run Southerly along said Easterly right-of-way line of said dedicated road a distance of 97.5 feet; thence run in an Easterly direction for a distance of 75 feet back to the Point of the Beginning.

and

**WHEREAS**, the Board of County Commissioners ("BOCC") adopted Resolution \_\_\_\_\_ requesting the Subject Property be conveyed from Authority to BOCC; and

**WHEREAS**, use of the subject property for affordable housing is consistent with the policies of the County's Comprehensive Plan and Land Development Regulations; and

**WHEREAS**, the Land Authority Advisory Committee previously approved purchasing the subject property for use as affordable housing for the BOCC;

NOW, THEREFORE, BE IT RESOLVED BY THE MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY THAT:

**Section 1.** The above recitals are true and correct and incorporated herein.

**Section 2.** The Authority is hereby authorized to convey the Subject Property to the BOCC subject to the Land Use Restriction Agreements (LURAs) shown in Attachment "A" restricting use of the Subject Property to affordable housing in accordance with Section 380.0666(3)(a), Florida Statutes.

PASSED AND ADOPTED by the Monroe County Comprehensive Plan Land Authority at a regular meeting on this 11th day of December 2024.

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

(Seal)

ATTEST:

MONROE COUNTY COMPREHENSIVE  
PLAN LAND AUTHORITY

\_\_\_\_\_  
Cynthia Guerra  
Acting Executive Director

\_\_\_\_\_  
David Rice  
Chairman

Approved as to form and legality

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

Attachment "A"

THIS INSTRUMENT PREPARED  
BY AND RETURN TO:

Gregory S. Oropeza, Esq.  
Oropeza, Stones, & Cardenas, PLLC  
221 Simonton Street  
Key West, FL 33040

**LAND USE RESTRICTION AGREEMENT**

**81 COUNTY ROAD  
PARCEL ID NUMBER 00111360-000500**

**THIS LAND USE RESTRICTION AGREEMENT** (hereinafter "Agreement") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, between MONROE COUNTY, FLORIDA (hereinafter "County") and the MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY, a land authority pursuant to section 380.0663(1), Florida Statutes and Monroe County Ordinance No. 031-1986 (hereinafter "Land Authority"), and their respective successors and assigns.

**RECITALS**

A. The affordable housing site has a property address of 81 County Road, Big Pine Key, Florida 33042 and more particularly described by metes and bounds as follows:

**On the Island of Big Pine Key, Monroe County, Florida, and commencing at a point 240 feet West of the North and South Section Line between Sections 25 and 26, said point being 80 feet (86 feet as measured in field) North of the center of the main line of the former Florida East Coast Railway right-of-way, as the said Railway was located. From the above described Southeast corner, bear North and parallel with said Section Line 360 feet; thence run Westerly a distance of 150 feet to the Point of Beginning of the tract of land hereinafter described; thence North parallel with said Section Line 97.5 feet; thence run Westerly a distance of 75 feet to the Easterly line of a 60 foot deeded road described in Deed Book A-2, Page 370 of the Public Records of Monroe County, Florida; thence run Southerly along said Easterly right-of-way line of said dedicated road a distance of 97.5 feet; thence run in an Easterly direction for a distance of 75 feet back to the Point of Beginning.**

B. The County has adopted Resolution **xxxx-xxx** requesting the Subject Property be conveyed to the County for affordable housing.

C. In accordance with Land Authority Resolution **xx-xxxx**, the Land Authority has conveyed the Subject Property to the County to be used as affordable housing.

D. The County has agreed that the Subject Property shall only be used consistent with Florida Statutes 380.0666(3)(a) for affordable housing and shall be leased to Habitat for Humanity of Key West and the Florida Keys, Inc. (hereinafter "Habitat for Humanity").

**NOW, THEREFORE**, in consideration of the mutual covenants and undertakings set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the Land Authority do hereby contract and agree as follows:

**ARTICLE I**  
**COMPLIANCE WITH LAND AUTHORITY REQUIREMENTS**

In order to comply with the Land Authority's requirements pursuant to section 380.0663(1), *et seq.*, Florida Statutes and Monroe County Ordinance No. 031-1986, Monroe County hereby covenants and agrees as follows:

- 1.01 The restrictions contained in this Article I shall not expire, shall run with the Subject Property in perpetuity and shall be binding upon the County, its successors or assigns.
- 1.02 Use of the Subject Property shall be restricted to the provision of affordable housing for households whose income does not exceed 160% of the Area Median Income. Nothing herein shall preclude the County or any other entity providing affordable housing on the Subject Property from setting more restrictive income limits than those imposed by this Agreement. If the Land Authority is amended from time to time, Habitat for Humanity shall have the ability to utilize any portions of the Land Authority Statute thereby amended, which may be less restrictive.
- 1.03 The County is responsible for ensuring compliance with the restrictions in this Article I and expressly agrees to furnish, upon the Land Authority's request, written certification thereof.

**ARTICLE II**  
**CONSIDERATION**

In addition to other purposes, the Land Authority has provided funding for the purchase of the Subject Property as an inducement to the County to restrict use of the Subject Property to affordable housing in perpetuity. In consideration of said Land Authority funding for the foregoing purposes, the County and the Land Authority have entered into this Agreement.

**ARTICLE III**  
**RELIANCE**

In performing its duties hereunder, the Land Authority may rely upon statements and certificates of the County, its tenants, and the residents of the Subject Property believed to be genuine and to have been executed by the proper person or persons, and upon audits of the books and records of the County pertaining to occupancy of the Subject Property.

**ARTICLE IV**  
**TERM**

This Agreement shall become effective upon its execution and delivery and shall remain in full force and effect without expiration, unless modified by mutual written consent of the parties.

**ARTICLE V**  
**ENFORCEMENT**

If the County defaults in the performance of its obligations under this Agreement or breaches any material covenant, agreement or warranty of the County set forth in this Agreement, and if such default remains uncured for a period of thirty (30) days after written notice thereof shall have been given by the Land Authority to the County, then the Land Authority may take any action at law or in equity or otherwise to address said default(s). However, if the default stated in such notice can be corrected, but not within the thirty (30) day period, and if the County adopts a plan to correct or cure the default and commences the correction within the thirty (30) day period (subject to any rights of tenants in possession of units under a valid lease agreement), and thereafter diligently pursues the same to completion within such extended period, the Land Authority shall not have waived its right of enforcement if the default remains uncured after the expiration of the extended cure period.

**ARTICLE VI**  
**RECORDING AND FILING; COVENANTS TO RUN WITH THE LAND**

6.01. Upon execution the County shall cause this Agreement and all amendments and supplements hereto to be recorded and filed in the official public records of Monroe County and shall pay all fees and charges incurred in connection therewith.

6.02 This Agreement and the covenants contained herein shall run with the land and shall bind, and the benefits shall inure to, respectively, the County and the Land Authority and their respective successors and assigns during the term of this Agreement.

**ARTICLE VII**  
**GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, with respect to both substantive rights and with respect to procedures and remedies.

**ARTICLE VIII**  
**NOTICE AND EFFECT**

All notices and other communications to be made or permitted to be made hereunder shall be in writing and shall be delivered to the addresses shown below or to such other addresses that the parties may provide to one another in accordance herewith. Such notices and other communications shall be given by any of the following means: (a) personal service or (b) national express air courier, provided such courier maintains written verification of actual delivery. Any

notice or other communication given by the means described in subsection (a) or (b) above shall be deemed effective upon the date of receipt or the date of refusal to accept delivery by the party to whom such notice or other communication has been sent.

Land Authority: Monroe County Land Authority  
1200 Truman Avenue, Suite 207  
Key West, FL 33040  
Attention: Executive Director

Monroe County: Monroe County  
1100 Simonton Street  
Key West, Florida 33040  
Attention: County Administrator

Monroe County Office of County Attorney  
111 12<sup>th</sup> Street, Suite 408  
Key West, Florida 33040  
Attention: County Attorney

Any party may change said address by giving the other parties hereto notice of such change of address in accordance with the foregoing provisions.

**ARTICLE IX**  
**MISCELLANEOUS**

9.01. If any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions shall not in any way be affected or impaired.

9.02. This Agreement may be simultaneously executed in multiple counterparts, all of which shall constitute one and the same instrument and each of which shall be deemed to be an original.

**COUNTERPART SIGNATURE PAGE TO  
LAND USE RESTRICTION AGREEMENT**

**81 COUNTY ROAD  
PARCEL ID NUMBER 00111360-000500**

**IN WITNESS WHEREOF**, the County and the Land Authority have caused this Agreement to be signed, sealed and attested on their behalf by duly authorized representatives, all as of the date first set forth above.

WITNESSES: Monroe County, Florida

\_\_\_\_\_  
Print: \_\_\_\_\_

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

\_\_\_\_\_  
Print: \_\_\_\_\_

*Address:* 1100 Simonton Street  
Key West, FL 33045

Approved as to form and legality

[SEAL]

\_\_\_\_\_  
Robert Shillinger, Esq.

STATE OF FLORIDA  
COUNTY OF MONROE

The foregoing instrument was acknowledged before me by means of physical presence this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_ as Mayor of Monroe County, Florida. Said person is personally known to me or has produced a valid driver's license as identification.

\_\_\_\_\_  
Notary Public; State of Florida  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
My Commission No.: \_\_\_\_\_

**COUNTERPART SIGNATURE PAGE TO  
LAND USE RESTRICTION AGREEMENT**

**81 COUNTY ROAD  
PARCEL ID NUMBER 00111360-000500**

**IN WITNESS WHEREOF**, the County and the Land Authority have caused this Agreement to be signed, sealed and attested on their behalf by duly authorized representatives, all as of the date first set forth above.

WITNESSES:

MONROE COUNTY COMPREHENSIVE PLAN  
LAND AUTHORITY

\_\_\_\_\_  
Print: \_\_\_\_\_

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

David P. Rice, Chairman

\_\_\_\_\_  
Print: \_\_\_\_\_

*Address:* 1200 Truman Avenue  
Suite 207  
Key West, FL 33040

[SEAL]

Approved as to form and legality

\_\_\_\_\_  
Gregory S. Oropeza, Esq.

STATE OF FLORIDA  
COUNTY OF MONROE

The foregoing instrument was acknowledged before me by means of physical presence this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by David P. Rice, as Chairman of the MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY, a land authority pursuant to section 380.0663(1), Florida Statutes and Monroe County Ordinance No. 031-1986, on behalf of the Land Authority. Said person is personally known to me or has produced a valid driver's license as identification.

\_\_\_\_\_  
Notary Public; State of Florida  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
My Commission No.: \_\_\_\_\_



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**AGENDA ITEM WORDING:** Approval of a resolution of the Monroe County Comprehensive Plan Land Authority authorizing the conveyance of real property located at Block 22, Lot 16, Big Pine Cove Subdivision (PB3-131) on Big Pine Key, having Parcel ID #00308540-00000, to Monroe County for Affordable Housing subject to a Land Use Restriction Agreement (LURA).

---

**ITEM BACKGROUND:**

Land Authority staff are recommending that a parcel be conveyed to the County and then leased to Habitat for Humanity of Key West and Lower Florida Keys, Inc. for affordable housing development, subject to a Land Use Restriction Agreement (LURA) to maintain compliance with the Land Authority's statute.

The closing costs for conveyance of the Subject Property to the County will be paid by the Land Authority.

The Board of Directors for Habitat for Humanity of Key West and Lower Florida Keys, Inc. reviewed this parcel on August 19, 2024 and committed to developing the site for Affordable Housing consistent with Land Authority requirements.

---

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

A RESOLUTION OF THE MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY AUTHORIZING THE CONVEYANCE OF REAL PROPERTY LOCATED AT BLOCK 22, LOT 16, BIG PINE COVE SUBDIVISION (PB3-131) ON BIG PINE KEY, HAVING PARCEL ID# 00308540-000000, TO MONROE COUNTY FOR AFFORDABLE HOUSING SUBJECT TO A LAND USE RESTRICTION AGREEMENT (LURA).

---

**WHEREAS**, Monroe County Land Authority ("Authority") owns a parcel, originally purchased for the purposes of affordable housing (hereinafter "Subject Property"); and

**WHEREAS**, the Subject Property legal description is Block 22, Lot 16, Big Pine Cove Subdivision (PB3-131) on Big Pine Key, having parcel ID #00308540-000000; and

**WHEREAS**, the Board of County Commissioners ("BOCC") adopted Resolution \_\_\_\_\_ requesting the Subject Property be conveyed from Authority to BOCC; and

**WHEREAS**, use of the subject property for affordable housing is consistent with the policies of the County's Comprehensive Plan and Land Development Regulations; and

**WHEREAS**, the Land Authority Advisory Committee previously approved purchasing the subject property for use as affordable housing for the BOCC;

NOW, THEREFORE, BE IT RESOLVED BY THE MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY THAT:

**Section 1.** The above recitals are true and correct and incorporated herein.

**Section 2.** The Authority is hereby authorized to convey the Subject Property to the BOCC subject to the Land Use Restriction Agreements (LURAs) shown in Attachment "A" restricting use of the Subject Property to affordable housing in accordance with Section 380.0666(3)(a), Florida Statutes.

PASSED AND ADOPTED by the Monroe County Comprehensive Plan Land Authority at a regular meeting on this 11th day of December 2024.

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

(Seal)

ATTEST:

MONROE COUNTY COMPREHENSIVE  
PLAN LAND AUTHORITY

\_\_\_\_\_  
Cynthia Guerra  
Acting Executive Director

\_\_\_\_\_  
David Rice  
Chairman

Approved as to form and legality

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

THIS INSTRUMENT PREPARED  
BY AND RETURN TO:

Gregory S. Oropeza, Esq.  
Oropeza, Stones, & Cardenas, PLLC  
221 Simonton Street  
Key West, FL 33040

## LAND USE RESTRICTION AGREEMENT

**31568 AVENUE D  
BIG PINE KEY, FLORIDA 33042  
PARCEL ID NUMBER 00308540-000000**

**THIS LAND USE RESTRICTION AGREEMENT** (hereinafter "Agreement") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 20\_, between the MONROE COUNTY, FLORIDA (hereinafter "County") and the MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY, a land authority pursuant to section 380.0663(1), Florida Statutes and Monroe County Ordinance No. 031-1986 (hereinafter "Land Authority"), and their respective successors and assigns.

### RECITALS

A. The affordable housing site has a property address of 31568 Avenue D, Big Pine Key, Florida 33042 and more particularly described as follows:

**Lot 16, Block 22, Big Pine Cove according to the plat thereof as recorded in Plat Book 3, Page 131, of the Public Records of Monroe County, Florida.**

B. The County has adopted Resolution **xxxx-xxx** requesting the Subject Property be conveyed to the County as a affordable housing.

C. In accordance with Land Authority Resolution **xx-xxxx**, the Land Authority has conveyed the Subject Property to the County to be used as affordable housing.

D. The County has agreed that the Subject Property shall only be used consistent with Florida Statutes 380.0666(3)(a) for affordable housing and shall be leased to Habitat for Humanity of Key West and the Florida Keys, Inc. (hereinafter "Habitat for Humanity").

**NOW, THEREFORE**, in consideration of the mutual covenants and undertakings set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the Land Authority do hereby contract and agree as follows:

**ARTICLE I**  
**COMPLIANCE WITH LAND AUTHORITY REQUIREMENTS**

In order to comply with the Land Authority's requirements pursuant to section 380.0663(1), *et seq.*, Florida Statutes and Monroe County Ordinance No. 031-1986, Monroe County hereby covenants and agrees as follows:

- 1.01 The restrictions contained in this Article I shall not expire, shall run with the Subject Property in perpetuity and shall be binding upon the County, its successors or assigns.
- 1.02 Use of the Subject Property shall be restricted to the provision of affordable housing for households whose income does not exceed 160% of the Area Median Income. Nothing herein shall preclude the County or any other entity providing affordable housing on the Subject Property from setting more restrictive income limits than those imposed by this Agreement. If the Land Authority is amended from time to time, Habitat for Humanity shall have the ability to utilize any portions of the Land Authority Statute thereby amended, which may be less restrictive.
- 1.03 The County is responsible for ensuring compliance with the restrictions in this Article I and expressly agrees to furnish, upon the Land Authority's request, written certification thereof.

**ARTICLE II**  
**CONSIDERATION**

In addition to other purposes, the Land Authority has provided funding for the purchase of the Subject Property as an inducement to the County to restrict use of the Subject Property to affordable housing in perpetuity. In consideration of said Land Authority funding for the foregoing purposes, the County and the Land Authority have entered into this Agreement.

**ARTICLE III**  
**RELIANCE**

In performing its duties hereunder, the Land Authority may rely upon statements and certificates of the County, its tenants, and the residents of the Subject Property believed to be genuine and to have been executed by the proper person or persons, and upon audits of the books and records of the County pertaining to occupancy of the Subject Property.

**ARTICLE IV**  
**TERM**

This Agreement shall become effective upon its execution and delivery and shall remain in full force and effect without expiration, unless modified by mutual written consent of the parties.

**ARTICLE V**  
**ENFORCEMENT**

If the County defaults in the performance of its obligations under this Agreement or breaches any material covenant, agreement or warranty of the County set forth in this Agreement, and if such default remains uncured for a period of thirty (30) days after written notice thereof shall have been given by the Land Authority to the County, then the Land Authority may take any action at law or in equity or otherwise to address said default(s). However, if the default stated in such notice can be corrected, but not within the thirty (30) day period, and if the County adopts a plan to correct or cure the default and commences the correction within the thirty (30) day period (subject to any rights of tenants in possession of units under a valid lease agreement), and thereafter diligently pursues the same to completion within such extended period, the Land Authority shall not have waived its right of enforcement if the default remains uncured after the expiration of the extended cure period.

**ARTICLE VI**  
**RECORDING AND FILING; COVENANTS TO RUN WITH THE LAND**

6.01. Upon execution the County shall cause this Agreement and all amendments and supplements hereto to be recorded and filed in the official public records of Monroe County and shall pay all fees and charges incurred in connection therewith.

6.02 This Agreement and the covenants contained herein shall run with the land and shall bind, and the benefits shall inure to, respectively, the County and the Land Authority and their respective successors and assigns during the term of this Agreement.

**ARTICLE VII**  
**GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, with respect to both substantive rights and with respect to procedures and remedies.

**ARTICLE VIII**  
**NOTICE AND EFFECT**

All notices and other communications to be made or permitted to be made hereunder shall be in writing and shall be delivered to the addresses shown below or to such other addresses that the parties may provide to one another in accordance herewith. Such notices and other communications shall be given by any of the following means: (a) personal service or (b) national express air courier, provided such courier maintains written verification of actual delivery. Any notice or other communication given by the means described in subsection (a) or (b) above shall be deemed effective upon the date of receipt or the date of refusal to accept delivery by the party to whom such notice or other communication has been sent.

Land Authority: Monroe County Land Authority  
1200 Truman Avenue, Suite 207  
Key West, FL 33040  
Attention: Executive Director

Monroe County: Monroe County  
1100 Simonton Street  
Key West, Florida 33040  
Attention: County Administrator

Monroe County Office of County Attorney  
111 12<sup>th</sup> Street, Suite 408  
Key West, Florida 33040  
Attention: County Attorney

Any party may change said address by giving the other parties hereto notice of such change of address in accordance with the foregoing provisions.

**ARTICLE IX**  
**MISCELLANEOUS**

9.01. If any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions shall not in any way be affected or impaired.

9.02. This Agreement may be simultaneously executed in multiple counterparts, all of which shall constitute one and the same instrument and each of which shall be deemed to be an original.

**COUNTERPART SIGNATURE PAGE TO  
LAND USE RESTRICTION AGREEMENT**

**31568 AVENUE D  
BIG PINE KEY, FLORIDA 33042  
PARCEL ID NUMBER 00308540-000000**

**IN WITNESS WHEREOF**, the County and the Land Authority have caused this Agreement to be signed, sealed and attested on their behalf by duly authorized representatives, all as of the date first set forth above.

WITNESSES:

Monroe County, Florida

\_\_\_\_\_  
Print:\_\_\_\_\_

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

Mayor

\_\_\_\_\_  
Print:\_\_\_\_\_

*Address:* 1100 Simonton Street  
Key West, FL 33045

Approved as to form and legality

[SEAL]

\_\_\_\_\_  
Robert Shillinger, Esq.

STATE OF FLORIDA  
COUNTY OF MONROE

The foregoing instrument was acknowledged before me by means of physical presence this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_ as Mayor of Monroe County, Florida. Said person is personally known to me or has produced a valid driver's license as identification.

\_\_\_\_\_  
Notary Public; State of Florida

Print Name:\_\_\_\_\_

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

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

**COUNTERPART SIGNATURE PAGE TO  
LAND USE RESTRICTION AGREEMENT**

**31568 AVENUE D  
BIG PINE KEY, FLORIDA 33042  
PARCEL ID NUMBER 00308540-000000**

**IN WITNESS WHEREOF**, the County and the Land Authority have caused this Agreement to be signed, sealed and attested on their behalf by duly authorized representatives, all as of the date first set forth above.

WITNESSES:

MONROE COUNTY COMPREHENSIVE PLAN  
LAND AUTHORITY

\_\_\_\_\_  
Print: \_\_\_\_\_

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

David P. Rice, Chairman

\_\_\_\_\_  
Print: \_\_\_\_\_

*Address:* 1200 Truman Avenue  
Suite 207  
Key West, FL 33040

[SEAL]

Approved as to form and legality

\_\_\_\_\_  
Gregory S. Oropeza, Esq.

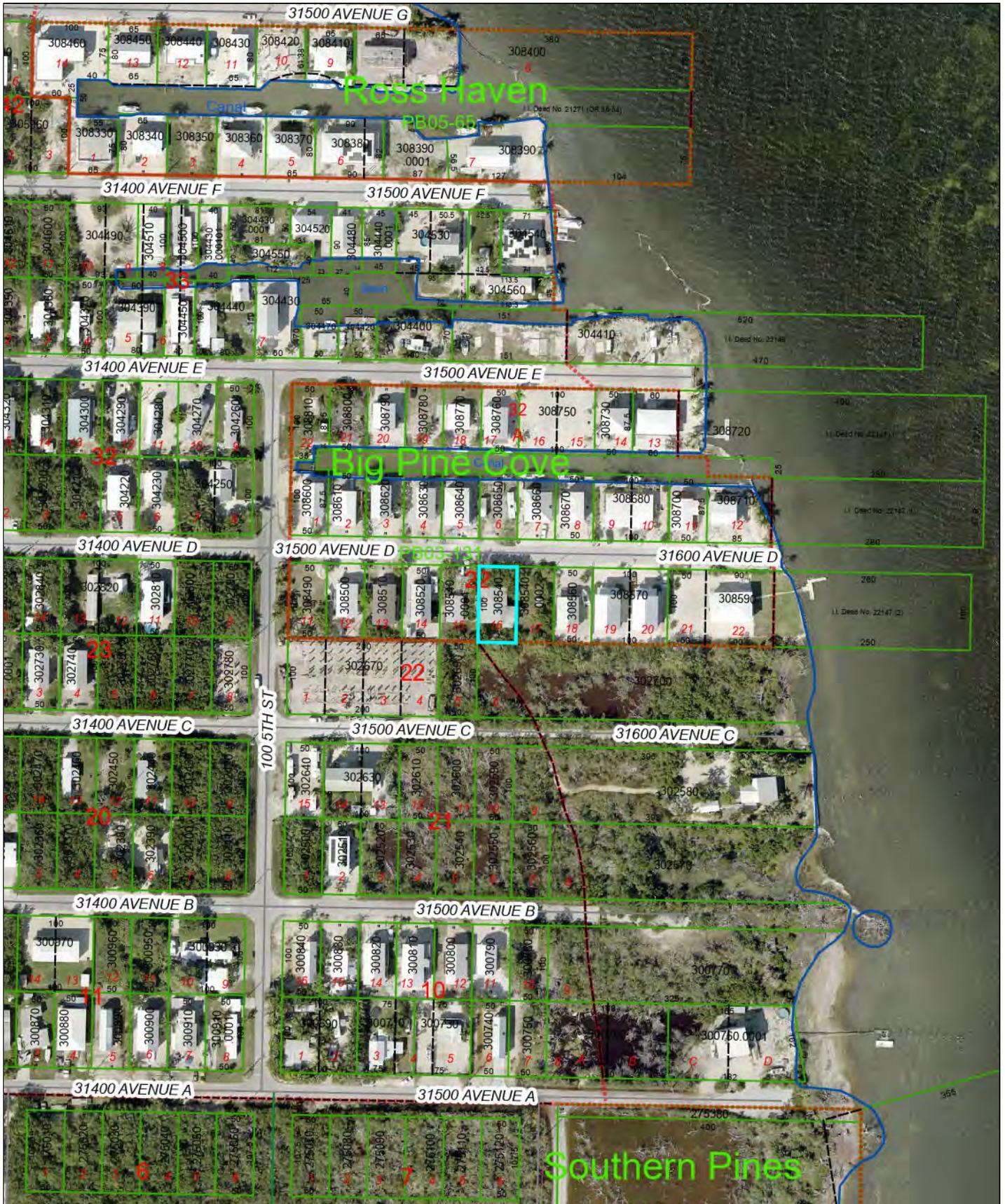
STATE OF FLORIDA  
COUNTY OF MONROE

The foregoing instrument was acknowledged before me by means of physical presence this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by David P. Rice, as Chairman of the MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY, a land authority pursuant to section 380.0663(1), Florida Statutes and Monroe County Ordinance No. 031-1986, on behalf of the Land Authority. Said person is personally known to me or has produced a valid driver's license as identification.

\_\_\_\_\_  
Notary Public; State of Florida  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
My Commission No.: \_\_\_\_\_

# 31568 Avenue D

Big Pine Key



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---

**AGENDA ITEM WORDING:** Approval of a resolution of the Monroe County Comprehensive Plan Land Authority authorizing the conveyance of real property located at Block 22, Lot 15, Big Pine Cove Subdivision (PB3-131) on Big Pine Key, having Parcel ID 00308540-000100, to Monroe County for Affordable Housing subject to a Land Use Restriction Agreement (LURA).

---

**ITEM BACKGROUND:**

Land Authority staff are recommending that a parcel be conveyed to the County and then leased to Habitat for Humanity of Key West and Lower Florida Keys, Inc. for affordable housing development, subject to a Land Use Restriction Agreement (LURA) to maintain compliance with the Land Authority's statute.

The closing costs for conveyance of the Subject Property to the County will be paid by the Land Authority.

The Board of Directors for Habitat for Humanity of Key West and Lower Florida Keys, Inc. reviewed this parcel on August 19, 2024 and committed to developing the site for Affordable Housing consistent with Land Authority requirements.

---

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

A RESOLUTION OF THE MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY AUTHORIZING THE CONVEYANCE OF REAL PROPERTY LOCATED AT BLOCK 22, LOT 15, BIG PINE COVE SUBDIVISION (PB3-131) ON BIG PINE KEY, HAVING PARCEL ID# 00308540-000100, TO MONROE COUNTY FOR AFFORDABLE HOUSING SUBJECT TO A LAND USE RESTRICTION AGREEMENT (LURA).

---

**WHEREAS**, Monroe County Land Authority ("Authority") owns a parcel, originally purchased for the purposes of affordable housing (hereinafter "Subject Property"); and

**WHEREAS**, the Subject Property legal description is Block 22, Lot 15, Big Pine Cove Subdivision (PB3-131) on Big Pine Key, having parcel ID #00308540-000100; and

**WHEREAS**, the Board of County Commissioners ("BOCC") adopted Resolution \_\_\_\_\_ requesting the Subject Property be conveyed from Authority to BOCC; and

**WHEREAS**, use of the subject property for affordable housing is consistent with the policies of the County's Comprehensive Plan and Land Development Regulations; and

**WHEREAS**, the Land Authority Advisory Committee previously approved purchasing the subject property for use as affordable housing for the BOCC;

NOW, THEREFORE, BE IT RESOLVED BY THE MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY THAT:

**Section 1.** The above recitals are true and correct and incorporated herein.

**Section 2.** The Authority is hereby authorized to convey the Subject Property to the BOCC subject to the Land Use Restriction Agreements (LURAs) shown in Attachment "A" restricting use of the Subject Property to affordable housing in accordance with Section 380.0666(3)(a), Florida Statutes.

PASSED AND ADOPTED by the Monroe County Comprehensive Plan Land Authority at a regular meeting on this 11th day of December 2024.

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

(Seal)

ATTEST:

MONROE COUNTY COMPREHENSIVE  
PLAN LAND AUTHORITY

\_\_\_\_\_  
Cynthia Guerra  
Acting Executive Director

\_\_\_\_\_  
David Rice  
Chairman

Approved as to form and legality

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

Attachment "A"

THIS INSTRUMENT PREPARED  
BY AND RETURN TO:

Gregory S. Oropeza, Esq.  
Oropeza, Stones, & Cardenas, PLLC  
221 Simonton Street  
Key West, FL 33040

**LAND USE RESTRICTION AGREEMENT**

**31562 AVENUE D  
BIG PINE KEY, FLORIDA 33042  
PARCEL ID NUMBER 00308540-000100**

**THIS LAND USE RESTRICTION AGREEMENT** (hereinafter "Agreement") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 20\_, between the MONROE COUNTY, FLORIDA (hereinafter "County") and the MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY, a land authority pursuant to section 380.0663(1), Florida Statutes and Monroe County Ordinance No. 031-1986 (hereinafter "Land Authority"), and their respective successors and assigns.

**RECITALS**

A. The affordable housing site has a property address of 31562 Avenue D, Big Pine Key, Florida 33042 and more particularly described as follows:

**Lot 15, Block 22, Big Pine Cove according to the plat thereof as recorded in Plat Book 3, Page 131, of the Public Records of Monroe County, Florida.**

B. The County has adopted Resolution **xxxx-xxx** requesting the Subject Property be conveyed to the County for affordable housing.

C. In accordance with Land Authority Resolution **xx-xxxx**, the Land Authority has conveyed the Subject Property to the County to be used as affordable housing.

D. The County has agreed that the Subject Property shall only be used consistent with Florida Statutes 380.0666(3)(a) for affordable housing and shall be leased to Habitat for Humanity of Key West and the Florida Keys, Inc. (hereinafter "Habitat for Humanity").

**NOW, THEREFORE**, in consideration of the mutual covenants and undertakings set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the Land Authority do hereby contract and agree as follows:

**ARTICLE I**  
**COMPLIANCE WITH LAND AUTHORITY REQUIREMENTS**

In order to comply with the Land Authority's requirements pursuant to section 380.0663(1), *et seq.*, Florida Statutes and Monroe County Ordinance No. 031-1986, Monroe County hereby covenants and agrees as follows:

- 1.01 The restrictions contained in this Article I shall not expire, shall run with the Subject Property in perpetuity and shall be binding upon the County, its successors or assigns.
- 1.02 Use of the Subject Property shall be restricted to the provision of affordable housing for households whose income does not exceed 160% of the Area Median Income. Nothing herein shall preclude the County or any other entity providing affordable housing on the Subject Property from setting more restrictive income limits than those imposed by this Agreement. If the Land Authority is amended from time to time, Habitat for Humanity shall have the ability to utilize any portions of the Land Authority Statute thereby amended, which may be less restrictive.
- 1.03 The County is responsible for ensuring compliance with the restrictions in this Article I and expressly agrees to furnish, upon the Land Authority's request, written certification thereof.

**ARTICLE II**  
**CONSIDERATION**

In addition to other purposes, the Land Authority has provided funding for the purchase of the Subject Property as an inducement to the County to restrict use of the Subject Property to affordable housing in perpetuity. In consideration of said Land Authority funding for the foregoing purposes, the County and the Land Authority have entered into this Agreement.

**ARTICLE III**  
**RELIANCE**

In performing its duties hereunder, the Land Authority may rely upon statements and certificates of the County, its tenants, and the residents of the Subject Property believed to be genuine and to have been executed by the proper person or persons, and upon audits of the books and records of the County pertaining to occupancy of the Subject Property.

**ARTICLE IV**  
**TERM**

This Agreement shall become effective upon its execution and delivery and shall remain in full force and effect without expiration, unless modified by mutual written consent of the parties.

**ARTICLE V**  
**ENFORCEMENT**

If the County defaults in the performance of its obligations under this Agreement or breaches any material covenant, agreement or warranty of the County set forth in this Agreement, and if such default remains uncured for a period of thirty (30) days after written notice thereof shall have been given by the Land Authority to the County, then the Land Authority may take any action at law or in equity or otherwise to address said default(s). However, if the default stated in such notice can be corrected, but not within the thirty (30) day period, and if the County adopts a plan to correct or cure the default and commences the correction within the thirty (30) day period (subject to any rights of tenants in possession of units under a valid lease agreement), and thereafter diligently pursues the same to completion within such extended period, the Land Authority shall not have waived its right of enforcement if the default remains uncured after the expiration of the extended cure period.

**ARTICLE VI**  
**RECORDING AND FILING; COVENANTS TO RUN WITH THE LAND**

6.01. Upon execution the County shall cause this Agreement and all amendments and supplements hereto to be recorded and filed in the official public records of Monroe County and shall pay all fees and charges incurred in connection therewith.

6.02 This Agreement and the covenants contained herein shall run with the land and shall bind, and the benefits shall inure to, respectively, the County and the Land Authority and their respective successors and assigns during the term of this Agreement.

**ARTICLE VII**  
**GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, with respect to both substantive rights and with respect to procedures and remedies.

**ARTICLE VIII**  
**NOTICE AND EFFECT**

All notices and other communications to be made or permitted to be made hereunder shall be in writing and shall be delivered to the addresses shown below or to such other addresses that the parties may provide to one another in accordance herewith. Such notices and other communications shall be given by any of the following means: (a) personal service or (b) national express air courier, provided such courier maintains written verification of actual delivery. Any notice or other communication given by the means described in subsection (a) or (b) above shall be deemed effective upon the date of receipt or the date of refusal to accept delivery by the party to whom such notice or other communication has been sent.

Land Authority: Monroe County Land Authority  
1200 Truman Avenue, Suite 207  
Key West, FL 33040  
Attention: Executive Director

Monroe County: Monroe County  
1100 Simonton Street  
Key West, Florida 33040  
Attention: County Administrator

Monroe County Office of County Attorney  
111 12<sup>th</sup> Street, Suite 408  
Key West, Florida 33040  
Attention: County Attorney

Any party may change said address by giving the other parties hereto notice of such change of address in accordance with the foregoing provisions.

**ARTICLE IX**  
**MISCELLANEOUS**

9.01. If any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions shall not in any way be affected or impaired.

9.02. This Agreement may be simultaneously executed in multiple counterparts, all of which shall constitute one and the same instrument and each of which shall be deemed to be an original.

**COUNTERPART SIGNATURE PAGE TO  
LAND USE RESTRICTION AGREEMENT**

**31562 AVENUE D  
BIG PINE KEY, FLORIDA 33042  
PARCEL ID NUMBER 00308540-000100**

**IN WITNESS WHEREOF**, the County and the Land Authority have caused this Agreement to be signed, sealed and attested on their behalf by duly authorized representatives, all as of the date first set forth above.

WITNESSES:

Monroe County, Florida

\_\_\_\_\_  
Print: \_\_\_\_\_

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

Mayor

\_\_\_\_\_  
Print: \_\_\_\_\_

*Address:* 1100 Simonton Street  
Key West, FL 33045

Approved as to form and legality

[SEAL]

\_\_\_\_\_  
Robert Shillinger, Esq.

STATE OF FLORIDA  
COUNTY OF MONROE

The foregoing instrument was acknowledged before me by means of physical presence this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_ as Mayor of Monroe County, Florida. Said person is personally known to me or has produced a valid driver's license as identification.

\_\_\_\_\_  
Notary Public; State of Florida

Print Name: \_\_\_\_\_

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

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

**COUNTERPART SIGNATURE PAGE TO  
LAND USE RESTRICTION AGREEMENT**

**31562 AVENUE D  
BIG PINE KEY, FLORIDA 33042  
PARCEL ID NUMBER 00308540-000100**

**IN WITNESS WHEREOF**, the County and the Land Authority have caused this Agreement to be signed, sealed and attested on their behalf by duly authorized representatives, all as of the date first set forth above.

WITNESSES:

MONROE COUNTY COMPREHENSIVE PLAN  
LAND AUTHORITY

\_\_\_\_\_  
Print: \_\_\_\_\_

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

David P. Rice, Chairman

\_\_\_\_\_  
Print: \_\_\_\_\_

*Address:* 1200 Truman Avenue  
Suite 207  
Key West, FL 33040

[SEAL]

Approved as to form and legality

\_\_\_\_\_  
Gregory S. Oropeza, Esq.

STATE OF FLORIDA  
COUNTY OF MONROE

The foregoing instrument was acknowledged before me by means of physical presence this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by David P. Rice, as Chairman of the MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY, a land authority pursuant to section 380.0663(1), Florida Statutes and Monroe County Ordinance No. 031-1986, on behalf of the Land Authority. Said person is personally known to me or has produced a valid driver's license as identification.

\_\_\_\_\_  
Notary Public; State of Florida  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
My Commission No.: \_\_\_\_\_



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**AGENDA ITEM WORDING:** Approval of a resolution of the Monroe County Comprehensive Plan Land Authority authorizing the conveyance of real property located at Block 22, Lot 17, Big Pine Cove Subdivision (PB3-131) on Big Pine Key, having Parcel ID 00308540-000200, to Monroe County for Affordable Housing subject to a Land Use Restriction Agreement (LURA).

---

**ITEM BACKGROUND:**

Land Authority staff are recommending that a parcel be conveyed to the County and then leased to Habitat for Humanity of Key West and Lower Florida Keys, Inc. for affordable housing development, subject to a Land Use Restriction Agreement (LURA) to maintain compliance with the Land Authority's statute.

The closing costs for conveyance of the Subject Property to the County will be paid by the Land Authority.

The Board of Directors for Habitat for Humanity of Key West and Lower Florida Keys, Inc. reviewed this parcel on August 19, 2024 and committed to developing the site for Affordable Housing consistent with Land Authority requirements.

---

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

A RESOLUTION OF THE MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY AUTHORIZING THE CONVEYANCE OF REAL PROPERTY LOCATED AT BLOCK 22, LOT 17, BIG PINE COVE SUBDIVISION (PB3-131) ON BIG PINE KEY, HAVING PARCEL ID# 00308540-000200, TO MONROE COUNTY FOR AFFORDABLE HOUSING SUBJECT TO A LAND USE RESTRICTION AGREEMENT (LURA).

---

**WHEREAS**, Monroe County Land Authority ("Authority") owns a parcel, originally purchased for the purposes of affordable housing (hereinafter "Subject Property"); and

**WHEREAS**, the Subject Property legal description is Block 22, Lot 17, Big Pine Cove Subdivision (PB3-131) on Big Pine Key, having parcel ID #00308540-000200; and

**WHEREAS**, the Board of County Commissioners ("BOCC") adopted Resolution \_\_\_\_\_ requesting the Subject Property be conveyed from Authority to BOCC; and

**WHEREAS**, use of the subject property for affordable housing is consistent with the policies of the County's Comprehensive Plan and Land Development Regulations; and

**WHEREAS**, the Land Authority Advisory Committee previously approved purchasing the subject property for use as affordable housing for the BOCC;

NOW, THEREFORE, BE IT RESOLVED BY THE MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY THAT:

**Section 1.** The above recitals are true and correct and incorporated herein.

**Section 2.** The Authority is hereby authorized to convey the Subject Property to the BOCC subject to the Land Use Restriction Agreements (LURAs) shown in Attachment "A" restricting use of the Subject Property to affordable housing in accordance with Section 380.0666(3)(a), Florida Statutes.

PASSED AND ADOPTED by the Monroe County Comprehensive Plan Land Authority at a regular meeting on this 11th day of December 2024.

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

(Seal)

ATTEST:

MONROE COUNTY COMPREHENSIVE  
PLAN LAND AUTHORITY

\_\_\_\_\_  
Cynthia Guerra  
Acting Executive Director

\_\_\_\_\_  
David Rice  
Chairman

Approved as to form and legality

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

Attachment "A"

THIS INSTRUMENT PREPARED  
BY AND RETURN TO:

Gregory S. Oropeza, Esq.  
Oropeza, Stones, & Cardenas, PLLC  
221 Simonton Street  
Key West, FL 33040

**LAND USE RESTRICTION AGREEMENT**

**31574 AVENUE D  
BIG PINE KEY, FLORIDA 33042  
PARCEL ID NUMBER 00308540-000200**

**THIS LAND USE RESTRICTION AGREEMENT** (hereinafter "Agreement") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 20\_, between the MONROE COUNTY, FLORIDA (hereinafter "County") and the MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY, a land authority pursuant to section 380.0663(1), Florida Statutes and Monroe County Ordinance No. 031-1986 (hereinafter "Land Authority"), and their respective successors and assigns.

**RECITALS**

A. The affordable housing site has a property address of 31574 Avenue D, Big Pine Key, Florida 33042 and more particularly described as follows:

**Lot 17, Block 22, Big Pine Cove according to the plat thereof as recorded in Plat Book 3, Page 131, of the Public Records of Monroe County, Florida.**

B. The County has adopted Resolution **xxxx-xxx** requesting the Subject Property be conveyed to the County for affordable housing.

C. In accordance with Land Authority Resolution **xx-xxxx**, the Land Authority has conveyed the Subject Property to the County to be used as workforce housing.

D. The County has agreed that the Subject Property shall only be used consistent with Florida Statutes 380.0666(3)(a) for affordable housing and shall be leased to Habitat for Humanity of Key West and the Florida Keys, Inc. (hereinafter "Habitat for Humanity").

**NOW, THEREFORE**, in consideration of the mutual covenants and undertakings set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the Land Authority do hereby contract and agree as follows:

**ARTICLE I**  
**COMPLIANCE WITH LAND AUTHORITY REQUIREMENTS**

In order to comply with the Land Authority's requirements pursuant to section 380.0663(1), *et seq.*, Florida Statutes and Monroe County Ordinance No. 031-1986, Monroe County hereby covenants and agrees as follows:

- 1.01 The restrictions contained in this Article I shall not expire, shall run with the Subject Property in perpetuity and shall be binding upon the County, its successors or assigns.
- 1.02 Use of the Subject Property shall be restricted to the provision of affordable housing for households whose income does not exceed 160% of the Area Median Income. Nothing herein shall preclude the County or any other entity providing affordable housing on the Subject Property from setting more restrictive income limits than those imposed by this Agreement. If the Land Authority is amended from time to time, Habitat for Humanity shall have the ability to utilize any portions of the Land Authority Statute thereby amended, which may be less restrictive
- 1.03 The County is responsible for ensuring compliance with the restrictions in this Article I and expressly agrees to furnish, upon the Land Authority's request, written certification thereof.

**ARTICLE II**  
**CONSIDERATION**

In addition to other purposes, the Land Authority has provided funding for the purchase of the Subject Property as an inducement to the County to restrict use of the Subject Property to affordable housing in perpetuity. In consideration of said Land Authority funding for the foregoing purposes, the County and the Land Authority have entered into this Agreement.

**ARTICLE III**  
**RELIANCE**

In performing its duties hereunder, the Land Authority may rely upon statements and certificates of the County, its tenants, and the residents of the Subject Property believed to be genuine and to have been executed by the proper person or persons, and upon audits of the books and records of the County pertaining to occupancy of the Subject Property.

**ARTICLE IV**  
**TERM**

This Agreement shall become effective upon its execution and delivery and shall remain in full force and effect without expiration, unless modified by mutual written consent of the parties.

**ARTICLE V**  
**ENFORCEMENT**

If the County defaults in the performance of its obligations under this Agreement or breaches any material covenant, agreement or warranty of the County set forth in this Agreement, and if such default remains uncured for a period of thirty (30) days after written notice thereof shall have been given by the Land Authority to the County, then the Land Authority may take any action at law or in equity or otherwise to address said default(s). However, if the default stated in such notice can be corrected, but not within the thirty (30) day period, and if the County adopts a plan to correct or cure the default and commences the correction within the thirty (30) day period (subject to any rights of tenants in possession of units under a valid lease agreement), and thereafter diligently pursues the same to completion within such extended period, the Land Authority shall not have waived its right of enforcement if the default remains uncured after the expiration of the extended cure period.

**ARTICLE VI**  
**RECORDING AND FILING; COVENANTS TO RUN WITH THE LAND**

6.01. Upon execution the County shall cause this Agreement and all amendments and supplements hereto to be recorded and filed in the official public records of Monroe County and shall pay all fees and charges incurred in connection therewith.

6.02 This Agreement and the covenants contained herein shall run with the land and shall bind, and the benefits shall inure to, respectively, the County and the Land Authority and their respective successors and assigns during the term of this Agreement.

**ARTICLE VII**  
**GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, with respect to both substantive rights and with respect to procedures and remedies.

**ARTICLE VIII**  
**NOTICE AND EFFECT**

All notices and other communications to be made or permitted to be made hereunder shall be in writing and shall be delivered to the addresses shown below or to such other addresses that the parties may provide to one another in accordance herewith. Such notices and other communications shall be given by any of the following means: (a) personal service or (b) national express air courier, provided such courier maintains written verification of actual delivery. Any notice or other communication given by the means described in subsection (a) or (b) above shall be deemed effective upon the date of receipt or the date of refusal to accept delivery by the party to whom such notice or other communication has been sent.

Land Authority: Monroe County Land Authority  
1200 Truman Avenue, Suite 207  
Key West, FL 33040  
Attention: Executive Director

Monroe County: Monroe County  
1100 Simonton Street  
Key West, Florida 33040  
Attention: County Administrator

Monroe County Office of County Attorney  
111 12<sup>th</sup> Street, Suite 408  
Key West, Florida 33040  
Attention: County Attorney

Any party may change said address by giving the other parties hereto notice of such change of address in accordance with the foregoing provisions.

**ARTICLE IX**  
**MISCELLANEOUS**

9.01. If any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions shall not in any way be affected or impaired.

9.02. This Agreement may be simultaneously executed in multiple counterparts, all of which shall constitute one and the same instrument and each of which shall be deemed to be an original.

**COUNTERPART SIGNATURE PAGE TO  
LAND USE RESTRICTION AGREEMENT**

**31574 AVENUE D  
BIG PINE KEY, FLORIDA 33042  
PARCEL ID NUMBER 00308540-000200**

**IN WITNESS WHEREOF**, the County and the Land Authority have caused this Agreement to be signed, sealed and attested on their behalf by duly authorized representatives, all as of the date first set forth above.

WITNESSES:

Monroe County, Florida

\_\_\_\_\_  
Print: \_\_\_\_\_

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

Mayor

\_\_\_\_\_  
Print: \_\_\_\_\_

*Address:* 1100 Simonton Street  
Key West, FL 33045

Approved as to form and legality

[SEAL]

\_\_\_\_\_  
Robert Shillinger, Esq.

STATE OF FLORIDA  
COUNTY OF MONROE

The foregoing instrument was acknowledged before me by means of physical presence this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_ as Mayor of Monroe County, Florida. Said person is personally known to me or has produced a valid driver's license as identification.

\_\_\_\_\_  
Notary Public; State of Florida

Print Name: \_\_\_\_\_

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

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

**COUNTERPART SIGNATURE PAGE TO  
LAND USE RESTRICTION AGREEMENT**

**31574 AVENUE D  
BIG PINE KEY, FLORIDA 33042  
PARCEL ID NUMBER 00308540-000200**

**IN WITNESS WHEREOF**, the County and the Land Authority have caused this Agreement to be signed, sealed and attested on their behalf by duly authorized representatives, all as of the date first set forth above.

WITNESSES:

MONROE COUNTY COMPREHENSIVE PLAN  
LAND AUTHORITY

\_\_\_\_\_  
Print: \_\_\_\_\_

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

David P. Rice, Chairman

\_\_\_\_\_  
Print: \_\_\_\_\_

*Address:* 1200 Truman Avenue  
Suite 207  
Key West, FL 33040

[SEAL]

Approved as to form and legality

\_\_\_\_\_  
Gregory S. Oropeza, Esq.

STATE OF FLORIDA  
COUNTY OF MONROE

The foregoing instrument was acknowledged before me by means of physical presence this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by David P. Rice, as Chairman of the MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY, a land authority pursuant to section 380.0663(1), Florida Statutes and Monroe County Ordinance No. 031-1986, on behalf of the Land Authority. Said person is personally known to me or has produced a valid driver's license as identification.

\_\_\_\_\_  
Notary Public; State of Florida  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
My Commission No.: \_\_\_\_\_

# 31574 Avenue D

Big Pine Key

