

**Monroe County Comprehensive Plan Land Authority
Advisory Committee Meeting
Agenda Items for 10/22/25 Meeting
Revised 10/21/25**

The Land Authority Advisory Committee Meeting is scheduled to meet on Wednesday, October 22, 2025 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 September 24, 2025 meeting.
5. Approval of a contract to purchase property for conservation within the City of Marathon - Block 17, Lots 4, 5, 6, and 7, Crains on Grassy Key near mile marker 58 from **Daniel E. Carlock, Jr., Lisa S. Carlock, Floyd Carlock, Michael Carlock, and the Mai H. Carlock Testamentary Trust for the benefit of Mary Louise Brorein** for the price of **\$48,000**.
6. Approval of a resolution of the Monroe County Comprehensive Plan Land Authority authorizing the conveyance of real property with legal description Block 3, Lot 9, Hibiscus Park (PB 3-166), with parcel ID# 00507840-000000 commonly known as 18 Hibiscus Lane, Key Largo, FL for affordable housing; (excluding 1 Rate of Growth Ordinance (ROGO) Exemption) to Monroe County subject to a Land Use Restriction Agreement (LURA).
7. Executive Director's report.
8. 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) 295-5180, between the hours of 8:30 a.m. - 5:00 p.m., no later than five (5) calendar days prior to the scheduled meeting; if you are hearing or voice impaired, call "711".

MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY
ADVISORY COMMITTEE

September 24, 2025

The Monroe County Comprehensive Plan Land Authority (MCLA) Advisory Committee held a meeting on Wednesday, September 24, 2025, on the first floor Media Room of the Marathon Government Center located at 2798 Overseas Highway, Marathon, Florida. The meeting was called to order by Chairman Leslie Valant at 9:30 AM. Present and answering roll call in addition to Chairman Valant were Linda Cunningham, Erin Muir, and Marv Schindler. Sandi Williams was absent. Also present were Executive Director Cynthia Guerra, Senior Property Acquisition Specialist Mark Rosch, and Office Manager John Beyers. Property Specialist Dina Gambuzza, and Counsel Greg Oropeza participated via zoom.

Following the call to order and roll call, the next item (Item 3) was additions and deletions to the agenda. There were no additions or deletions to the agenda. Ms. Guerra advised the Committee that the Executive Director's Report (Item 7) will be presented first, followed by (Item 6), and (Item 5). Ms. Cunningham made a motion to approve the agenda with the revised order, and Mr. Schindler seconded the motion. There being no objections, the motion carried 4/0.

The next item (Item 4) was approval of the minutes for the August 21, 2025 meeting. Mr. Schindler made a motion to approve the minutes as presented and Ms. Muir seconded the motion. There being no objections, the motion carried 4/0.

The next item (Item 7) was the Executive Director's Report. Ms. Guerra recognized Property Specialist, Ms. Gambuzza, for her 10 years of service with the Monroe County Land Authority and Ms. Scull presented her with the Monroe County 10 year-of-service award pin.

The next item (Item 6) was approval of a resolution of the Monroe County Comprehensive Plan Land Authority approving \$1,382,856 in construction funding to the City of Key West for the Key West Housing Authority's conversion of the Assisted Living Facility at Poinciana Gardens to permanent affordable housing on property legally described as a portion of Lots 1-12, Block 18, "Key West Foundation Company's Plat No. 2," as recorded in Plat Book 1, at Page 189, located at 1664 Dunlap Drive, Key West, Florida, and being more particularly described as shown in Exhibit A with ID# 00054250-000000, subject to a Land Use Restriction Agreement (LURA), and with disbursement of the funding pending availability of funds, receipt of an updated proforma verifying construction costs, and receipt of building permits from the City of Key West; and authorizing the Chairman and Executive Director to execute documents necessary to implement this resolution. Ms. Guerra addressed the Committee and introduced the Director of Community Relations of the Key West Housing Authority Peter Batty and the City Manager of Key West Brian Barroso; both participated via zoom. Mr. Batty presented an overview of the project and provided an explanation for the funding. Mr. Barroso and Counsel Oropeza also addressed the Committee. Following discussion, Ms. Muir made a motion to approve the item, and Mr. Schindler seconded the motion. Roll call was as follows: Ms. Cunningham, yes; Ms. Muir, yes; Mr. Schindler, yes; Chairman Valant, yes. The motion carried 4 /0.

The next item (Item 5) was approval of a contract to purchase Tier 3A property for conservation - Block 10, Lots 8 and 9, Bowen's Addition to Riviera Village on Key Largo, near mile marker 105 from Charles L. Ortiz for the price of \$160,000. Mr. Rosch addressed the Committee. The subject property consists of a 10,906 square foot lot that fronts Bonita Avenue on the bay side of Key Largo. The property has a zoning designation of Improved Subdivision (IS) and vegetation mapped as hammock. Following discussion, Ms. Cunningham made a motion to approve the item at the purchase price of \$160,000 and Ms. Muir seconded the motion. There being no objections, the motion carried 4/0.

The next MCLA Advisory Committee meeting is scheduled for Wednesday, October 22, 2025. Ms. Cunningham, Ms. Muir, Mr. Schindler, and Chairman Valant said they will be able to attend.

There being no further business, the meeting was adjourned at 10:45 AM.

Prepared by: _____
John Beyers
Office Manager

Approved by the Advisory Committee on _____.

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AGENDA ITEM WORDING: Approval of a contract to purchase property for conservation within the City of Marathon - Block 17, Lots 4, 5, 6, and 7, Crains on Grassy Key near mile marker 58 from Daniel E. Carlock, Jr., Lisa S. Carlock, Floyd Carlock, Michael Carlock, and the Mai H. Carlock Testamentary Trust for the benefit of Mary Louise Brorein for the price of \$48,000.

ITEM BACKGROUND:

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

The subject property consists of four contiguous lots located on the corner of Crain Street and an undeveloped road (Apple Avenue) on the bay side of Grassy Key.

Purchase Price and Estimated Closing Costs:

- Purchase Price: \$48,000.00
- Cost of Appraisal: \$0.00
- Cost of Survey: \$0.00
- Title Fees & Insurance: \$751.00
- Attorney Fee and Mobile Notary Fees: \$725.00
- Recording Fees: \$35.50
- Total Costs: \$49,511.50

Attributes of the Subject Property:

- Parcel ID#: 00368170-000000, 00368180-000000, 00368190-000000, and 00368200-000000
- Size: 30,000 square feet
- Tier Designation: The City of Marathon does not have a Tier system.
- Zoning Designation: Conservation Native Area (C-NA)
- Future Land Use Map Designation: Conservation (C)
- Vegetation: Mapped as salt marsh and mangrove.
- Acquisition List Qualification: Nominated by the City of Marathon as a priority acquisition.
- Florida Forever Boundary: This property is inside the Florida Forever boundary.
- Transferrable Development Rights (TDRs): 0.02 TDRs
- BPAS Dedication Points: 8 points
- Cost per BPAS Dedication Point: \$6,000

Depending upon annual appropriations by the Florida Legislature, and upon the funding of the appropriation through the issuance of Florida Forever Bonds or other funding as provided by the Legislature, this property could potentially be sold to the State of Florida, which would result in some or all of the acquisition costs being reimbursed.

Block 17, Lots 4, 5, 6, and 7, Crains Grassy Key



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 00368170-000000
 Account# 1451355
 Property ID 1451355
 Millage Group 50CM
 Location Address VACANT LAND, GRASSY KEY
 Legal Description BK 17 LT 4 CRAINS SUBD OF GRASSY KEY PB1-51 PT SECS24-25-26 TWP 65S R 33E OR51-320 OR213-94 OR213-96 OR213-98 OR577-220 OR577-222 OR2263-733 OR 3320-1066
 (Note: Not to be used on legal documents.)
 Neighborhood 4811
 Property Class VACANT RES (0000)
 Subdivision CRAIN'S SUBD
 Sec/Twp/Rng 24/65/33
 Affordable No
 Housing

Owner

[CARLOCK MAI H TESTAMENTARY TRUST FOR THE BENEFIT OF MARY LOUISE BROREIN](#)
 1031 W Morse Blvd
 Ste 323
 Winter Park FL 32789

[CARLOCK JR DANIELE](#)
 900 Rosemary Pl
 Corona del Mar CA 92625

[CARLOCK FLOYD](#)
 900 Rosemary Pl
 Corona del Mar CA 92625

[CARLOCK LISA S](#)
 900 Rosemary Pl
 Corona del Mar CA 92625

[CARLOCK MICHAEL](#)
 900 Rosemary Pl
 Corona del Mar CA 92625

Valuation

| | 2025 Certified Values | 2024 Certified Values | 2023 Certified Values | 2022 Certified Values |
|----------------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| + Market Improvement Value | \$0 | \$0 | \$0 | \$0 |
| + Market Misc Value | \$0 | \$0 | \$0 | \$0 |
| + Market Land Value | \$19,200 | \$19,200 | \$15,500 | \$15,500 |
| = Just Market Value | \$19,200 | \$19,200 | \$15,500 | \$15,500 |
| = Total Assessed Value | \$17,569 | \$15,972 | \$14,520 | \$13,200 |
| - School Exempt Value | \$0 | \$0 | \$0 | \$0 |
| = School Taxable Value | \$19,200 | \$19,200 | \$15,500 | \$15,500 |

Historical Assessments

| Year | Land Value | Building Value | Yard Item Value | Just (Market) Value | Assessed Value | Exempt Value | Taxable Value | Maximum Portability |
|------|------------|----------------|-----------------|---------------------|----------------|--------------|---------------|---------------------|
| 2024 | \$19,200 | \$0 | \$0 | \$19,200 | \$15,972 | \$0 | \$19,200 | \$0 |
| 2023 | \$15,500 | \$0 | \$0 | \$15,500 | \$14,520 | \$0 | \$15,500 | \$0 |
| 2022 | \$15,500 | \$0 | \$0 | \$15,500 | \$13,200 | \$0 | \$15,500 | \$0 |
| 2021 | \$12,000 | \$0 | \$0 | \$12,000 | \$12,000 | \$0 | \$12,000 | \$0 |
| 2020 | \$15,000 | \$0 | \$0 | \$15,000 | \$14,466 | \$0 | \$15,000 | \$0 |
| 2019 | \$15,000 | \$0 | \$0 | \$15,000 | \$13,151 | \$0 | \$15,000 | \$0 |
| 2018 | \$16,000 | \$0 | \$0 | \$16,000 | \$11,955 | \$0 | \$16,000 | \$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 |
|--------------------|-----------------|-----------|----------|-------|
| VACANT ROGO (000M) | 1.00 | Lot | 60 | 125 |

Sales

| Sale Date | Sale Price | Instrument | Instrument Number | Deed Book | Deed Page | Sale Qualification | Vacant or Improved | Grantor | Grantee |
|-----------|------------|---------------|-------------------|-----------|-----------|--------------------|--------------------|---------|---------|
| 4/7/2025 | \$100 | Warranty Deed | 2496327 | 3320 | 1066 | 16 - Unqualified | Improved | | |

View Tax Info

[View Taxes for this Parcel](#)

Map



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

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Summary

Parcel ID 00368180-000000
Account# 1451363
Property ID 1451363
Millage Group 50CM
Location Address VACANT LAND, GRASSY KEY
Legal Description BK 17 LT 5 CRAINS SUBD OF GRASSY KEY PB1-51 PT SECS24-25-26 TWP 65S R 33E OR51-320 OR213-94 OR213-96 OR213-98 OR577-220 OR577-222 OR2263-733 OR3320-1066
 (Note: Not to be used on legal documents.)
Neighborhood 4811
Property Class VACANT RES (0000)
Subdivision CRAIN'S SUBD
Sec/Twp/Rng 24/65/33
Affordable Housing No

Owner

| | | |
|---|---|---|
| CARLOCK MAI H TESTAMENTARY TRUST FOR THE BENEFIT OF MARY LOUISE BROREIN 1031 W Morse Blvd Ste 323 Winter Park FL 32789 | CARLOCK JR DANIELE 900 Rosemary Pl Corona del Mar CA 92625 CARLOCK FLOYD 900 Rosemary Pl Corona del Mar CA 92625 | CARLOCK LISA S 900 Rosemary Pl Corona del Mar CA 92625 CARLOCK MICHAEL 900 Rosemary Pl Corona del Mar CA 92625 |
|---|---|---|

Valuation

| | 2025 Certified Values | 2024 Certified Values | 2023 Certified Values | 2022 Certified Values |
|----------------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| + Market Improvement Value | \$0 | \$0 | \$0 | \$0 |
| + Market Misc Value | \$0 | \$0 | \$0 | \$0 |
| + Market Land Value | \$19,200 | \$19,200 | \$15,500 | \$15,500 |
| = Just Market Value | \$19,200 | \$19,200 | \$15,500 | \$15,500 |
| = Total Assessed Value | \$17,569 | \$15,972 | \$14,520 | \$13,200 |
| - School Exempt Value | \$0 | \$0 | \$0 | \$0 |
| = School Taxable Value | \$19,200 | \$19,200 | \$15,500 | \$15,500 |

Historical Assessments

| Year | Land Value | Building Value | Yard Item Value | Just (Market) Value | Assessed Value | Exempt Value | Taxable Value | Maximum Portability |
|------|------------|----------------|-----------------|---------------------|----------------|--------------|---------------|---------------------|
| 2024 | \$19,200 | \$0 | \$0 | \$19,200 | \$15,972 | \$0 | \$19,200 | \$0 |
| 2023 | \$15,500 | \$0 | \$0 | \$15,500 | \$14,520 | \$0 | \$15,500 | \$0 |
| 2022 | \$15,500 | \$0 | \$0 | \$15,500 | \$13,200 | \$0 | \$15,500 | \$0 |
| 2021 | \$12,000 | \$0 | \$0 | \$12,000 | \$12,000 | \$0 | \$12,000 | \$0 |
| 2020 | \$15,000 | \$0 | \$0 | \$15,000 | \$14,466 | \$0 | \$15,000 | \$0 |
| 2019 | \$15,000 | \$0 | \$0 | \$15,000 | \$13,151 | \$0 | \$15,000 | \$0 |
| 2018 | \$16,000 | \$0 | \$0 | \$16,000 | \$11,955 | \$0 | \$16,000 | \$0 |

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Land

| Land Use | Number of Units | Unit Type | Frontage | Depth |
|--------------------|-----------------|-----------|----------|-------|
| VACANT ROGO (000M) | 1.00 | Lot | 60 | 125 |

Sales

| Sale Date | Sale Price | Instrument | Instrument Number | Deed Book | Deed Page | Sale Qualification | Vacant or Improved | Grantor | Grantee |
|-----------|------------|---------------|-------------------|-----------|-----------|--------------------|--------------------|---------|---------|
| 4/7/2025 | \$100 | Warranty Deed | 2496327 | 3320 | 1066 | 16 - Unqualified | Improved | | |

View Tax Info

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Map



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Summary

Parcel ID 00368190-000000
 Account# 1451371
 Property ID 1451371
 Millage Group 50CM
 Location Address VACANT LAND, GRASSY KEY
 Legal Description BK 17 LT 6 CRAINS SUBD OF GRASSY KEY PB1-51 PT SECS24-25-26 TWP 65S R 33E OR51-320 OR213-94 OR213-96 OR213-98 OR577-220 OR577-222 OR2263-733 OR3320-1066
 (Note: Not to be used on legal documents.)
 Neighborhood 4811
 Property Class VACANT RES (0000)
 Subdivision CRAIN'S SUBD
 Sec/Twp/Rng 24/65/33
 Affordable No
 Housing

Owner

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[CARLOCK LISA S](#)
 900 Rosemary Pl
 Corona del Mar CA 92625
[CARLOCK MICHAEL](#)
 900 Rosemary Pl
 Corona del Mar CA 92625

Valuation

| | 2025 Certified Values | 2024 Certified Values | 2023 Certified Values | 2022 Certified Values |
|----------------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| + Market Improvement Value | \$0 | \$0 | \$0 | \$0 |
| + Market Misc Value | \$0 | \$0 | \$0 | \$0 |
| + Market Land Value | \$19,200 | \$19,200 | \$15,500 | \$15,500 |
| = Just Market Value | \$19,200 | \$19,200 | \$15,500 | \$15,500 |
| = Total Assessed Value | \$17,569 | \$15,972 | \$14,520 | \$13,200 |
| - School Exempt Value | \$0 | \$0 | \$0 | \$0 |
| = School Taxable Value | \$19,200 | \$19,200 | \$15,500 | \$15,500 |

Historical Assessments

| Year | Land Value | Building Value | Yard Item Value | Just (Market) Value | Assessed Value | Exempt Value | Taxable Value | Maximum Portability |
|------|------------|----------------|-----------------|---------------------|----------------|--------------|---------------|---------------------|
| 2024 | \$19,200 | \$0 | \$0 | \$19,200 | \$15,972 | \$0 | \$19,200 | \$0 |
| 2023 | \$15,500 | \$0 | \$0 | \$15,500 | \$14,520 | \$0 | \$15,500 | \$0 |
| 2022 | \$15,500 | \$0 | \$0 | \$15,500 | \$13,200 | \$0 | \$15,500 | \$0 |
| 2021 | \$12,000 | \$0 | \$0 | \$12,000 | \$12,000 | \$0 | \$12,000 | \$0 |
| 2020 | \$15,000 | \$0 | \$0 | \$15,000 | \$14,466 | \$0 | \$15,000 | \$0 |
| 2019 | \$15,000 | \$0 | \$0 | \$15,000 | \$13,151 | \$0 | \$15,000 | \$0 |
| 2018 | \$16,000 | \$0 | \$0 | \$16,000 | \$11,955 | \$0 | \$16,000 | \$0 |

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Land

| Land Use | Number of Units | Unit Type | Frontage | Depth |
|--------------------|-----------------|-----------|----------|-------|
| VACANT ROGO (000M) | 1.00 | Lot | 125 | 4 |

Sales

| Sale Date | Sale Price | Instrument | Instrument Number | Deed Book | Deed Page | Sale Qualification | Vacant or Improved | Grantor | Grantee |
|-----------|------------|---------------|-------------------|-----------|-----------|--------------------|--------------------|---------|---------|
| 4/7/2025 | \$100 | Warranty Deed | 2496327 | 3320 | 1066 | 16 - Unqualified | Improved | | |

View Tax Info

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Map



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Summary

| | |
|-------------------|--|
| Parcel ID | 00368200-000000 |
| Account# | 1451380 |
| Property ID | 1451380 |
| Millage Group | 50CM |
| Location Address | VACANT LAN CRAIN St, GRASSY KEY |
| Legal Description | BK 17 LT 7 CRAINS SUBD OF GRASSY KEY PB1-51 PT SECS24-25-26 TWP 65S R 33E OR51-320 OR213-94 OR213-96 OR213-98 OR577-220 OR577-222 OR2263-733 OR3320-1066 (Note: Not to be used on legal documents.) |
| Neighborhood | 4811 |
| Property Class | NON AGRICULTURE (9900) |
| Subdivision | CRAIN'S SUBD |
| Sec/Twp/Rng | 24/65/33 |
| Affordable | No |
| Housing | |

Owner

[CARLOCK MAI H TESTAMENTARY TRUST FOR THE BENEFIT OF MARY LOUISE BROREIN](#)
 1031 W Morse Blvd
 Ste 323
 Winter Park FL 32789

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 Corona del Mar CA 92625

[CARLOCK LISA S](#)
 900 Rosemary Pl
 Corona del Mar CA 92625
[CARLOCK MICHAEL](#)
 900 Rosemary Pl
 Corona del Mar CA 92625

Valuation

| | 2025 Certified Values | 2024 Certified Values | 2023 Certified Values | 2022 Certified Values |
|----------------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| + Market Improvement Value | \$0 | \$0 | \$0 | \$0 |
| + Market Misc Value | \$0 | \$0 | \$0 | \$0 |
| + Market Land Value | \$19,200 | \$19,200 | \$15,500 | \$15,500 |
| = Just Market Value | \$19,200 | \$19,200 | \$15,500 | \$15,500 |
| = Total Assessed Value | \$62 | \$57 | \$52 | \$48 |
| - School Exempt Value | \$0 | \$0 | \$0 | \$0 |
| = School Taxable Value | \$19,200 | \$19,200 | \$15,500 | \$15,500 |

Historical Assessments

| Year | Land Value | Building Value | Yard Item Value | Just (Market) Value | Assessed Value | Exempt Value | Taxable Value | Maximum Portability |
|------|------------|----------------|-----------------|---------------------|----------------|--------------|---------------|---------------------|
| 2024 | \$19,200 | \$0 | \$0 | \$19,200 | \$57 | \$0 | \$19,200 | \$0 |
| 2023 | \$15,500 | \$0 | \$0 | \$15,500 | \$52 | \$0 | \$15,500 | \$0 |
| 2022 | \$15,500 | \$0 | \$0 | \$15,500 | \$48 | \$0 | \$15,500 | \$0 |
| 2021 | \$12,000 | \$0 | \$0 | \$12,000 | \$44 | \$0 | \$12,000 | \$0 |
| 2020 | \$15,000 | \$0 | \$0 | \$15,000 | \$40 | \$0 | \$15,000 | \$0 |
| 2019 | \$15,000 | \$0 | \$0 | \$15,000 | \$37 | \$0 | \$15,000 | \$0 |
| 2018 | \$16,000 | \$0 | \$0 | \$16,000 | \$34 | \$0 | \$16,000 | \$0 |

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Land

| Land Use | Number of Units | Unit Type | Frontage | Depth |
|--------------------|-----------------|-----------|----------|-------|
| VACANT ROGO (000M) | 1.00 | Lot | 60 | 125 |

Sales

| Sale Date | Sale Price | Instrument | Instrument Number | Deed Book | Deed Page | Sale Qualification | Vacant or Improved | Grantor | Grantee |
|-----------|------------|---------------|-------------------|-----------|-----------|--------------------|--------------------|---------|---------|
| 4/7/2025 | \$100 | Warranty Deed | 2496327 | 3320 | 1066 | 16 - Unqualified | Improved | | |

View Tax Info

[View Taxes for this Parcel](#)

Map



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AGREEMENT FOR THE PURCHASE OF LANDS

THIS AGREEMENT is made and entered into this _____ day of _____, 2025, by and between

Daniel E. Carlock, Jr., Lisa S. Carlock, Floyd Carlock, Michael Carlock, and the Mai H. Carlock Testamentary Trust for the benefit of Mary Louise Brorein

(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 **\$48,000.00** for all of the lands and other interests, which lands shall include all tenements, hereditaments, together with all water and other rights, easements, appurtenances, and any and all of the Seller's rights in or arising by reason of ownership thereunto belonging, owned by them, situate and lying in the County of Monroe, State of Florida, more particularly described as follows; to-wit:

**Block 17, Lots 4, 5, 6, and 7, Crains (PB 1-51)
Parcel ID# 00368170-000000, 00368180-000000, 00368190-000000, and 00368200-000000**

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, the City of Marathon, 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 **\$48,000.00**. 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, including third party remote/mobile notary fees, 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:

**900 Rosemary Place
Corona del Mar, CA 92625**

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 **October 24, 2025** 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/ **Daniel E. Carlock, Jr.**

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

Seller/ **Lisa S. Carlock**

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

Seller/ **Floyd Carlock**

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

Seller/ **Michael Carlock**

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

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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 with legal description Block 3, Lot 9, Hibiscus Park (PB 3-166), with parcel ID# 00507840-000000 commonly known as 18 Hibiscus Lane, Key Largo, FL for affordable housing; (excluding 1 Rate of Growth Ordinance (ROGO) Exemption) to Monroe County 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 the Upper 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.

Habitat for Humanity of the Upper Keys, Inc. reviewed this parcel on November 12, 2024 and committed to developing the site for Affordable Housing consistent with Land Authority requirements.

RESOLUTION NO. 39-2025

A RESOLUTION OF THE MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY AUTHORIZING THE CONVEYANCE OF REAL PROPERTY WITH LEGAL DESCRIPTION BLOCK 3, LOT 9, HIBISCUS PARK (PB 3-166) WITH PARCEL ID#00507840-000000 COMMONLY KNOWN AS 18 HIBISCUS LANE, KEY LARGO, FL, FOR AFFORDABLE HOUSING; (EXCLUDING 1 RATE OF GROWTH ORDINANCE (ROGO) EXEMPTION) TO MONROE COUNTY SUBJECT TO A LAND USE RESTRICTION AGREEMENT (LURA).

WHEREAS, Monroe County Land Authority (hereinafter “Authority”) owns Block 3, Lot 9, Hibiscus Park (PB 3-166) with Parcel ID#00507840-000000 commonly known as 18 Hibiscus Lane, Key Largo, FL (hereinafter “Subject Property”); and

WHEREAS, the Board of County Commissioners (hereinafter “BOCC”) adopted Resolution _____ requesting the Subject Property be conveyed from Authority to BOCC; and

WHEREAS, the Land Authority Advisory Committee previously approved purchasing the Subject Property for use as affordable housing for the BOCC ; and

WHEREAS, the Authority adopted Resolution 20-2025 authorizing the reservation of one Rate of Growth Ordinance (ROGO) Exemption; and

WHEREAS, the existing Rate of Growth Ordinance (ROGO) Exemption is not needed to develop the Subject Property and therefore, the Authority will keep the Rate of Growth Ordinance (ROGO) Exemption for future use on another site; and

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 Agreement (LURA) shown in Attachment “A” restricting use of the Subject Property to affordable housing in accordance with Section 380.0666 (3)(a), Florida Statutes.

Section 3. The BOCC will utilize the site for affordable housing.

Section 4. This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the Monroe County Comprehensive Plan Land Authority at a regular meeting on this 12th day of November, 2025.

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

(Seal)

ATTEST:

MONROE COUNTY COMPREHENSIVE
PLAN LAND AUTHORITY

Cynthia Guerra
Executive Director

David P. 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

**One Lot in Hibiscus Park Subdivision
18 Hibiscus Lane Ocean side of Key Largo near MM 101
Legal: Block 3, Lot 9, Hibiscus Park (PB 3-166)
Parcel ID# 00507840-000000**

THIS LAND USE RESTRICTION AGREEMENT (hereinafter "Agreement") is made and entered into as of the ____ day of _____, 2025, between MONROE COUNTY (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 site is legally described as:

Block 3, Lot 9, Hibiscus Park Subdivision as recorded in Plat Book 3, Page 166 of the Public Records of Monroe County, Florida (hereinafter "Subject Property"). The Subject Property has street address of 18 Hibiscus Lane in Key Largo, Florida and Parcel ID#s 00507840-000000

B. The County has adopted Resolution _____ requesting the Land Authority convey the Subject Property to the County.

C. The Land Authority has adopted Resolution **39-2025** authorizing the conveyance of the Subject Property to the County.

D. As a condition of the Land Authority purchasing the Subject Property, 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 the Upper Keys, Inc.

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, the 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.
- 1.02 Use of the Subject Property shall be restricted to affordable housing consistent with Section 380.0666, Florida Statute which requires family income to be less than 160% of area median income.
- 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

The Land Authority has paid over \$250,000 to purchase the Subject Property for the County and 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

County: Monroe County
1100 Simonton St
Key West, FL 33040
Attention: County Administrator

Monroe County Office of County Attorney
1111 12th Street, Suite 408
Key West, FL 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**

**One Lot in Hibiscus Park Subdivision
18 Hibiscus Lane Ocean side of Key Largo near MM 101
Legal: Block 3, Lot 9, Hibiscus Park (PB 3-166)
Parcel ID# 00507840-000000**

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

Print: _____

By: _____
Mayor James K. Scholl

Print: _____

Address: 1100 Simonton Street
Key West, Florida 33040

Approved as to form and legality

Jeni MacLaughlin, Esq.

STATE OF FLORIDA
COUNTY OF MONROE

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization this ____ day of _____, 2025 by James K. Scholl as Mayor of Monroe County. 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**

**One Lot in Hibiscus Park Subdivision
18 Hibiscus Lane Ocean side of Key Largo near MM 101
Legal: Block 3, Lot 9, Hibiscus Park (PB 3-166)
Parcel ID# 00507840-000000**

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

Approved as to form and legality

[SEAL]

Gregory S. Oropeza, Esq.

STATE
COUNTY OF MONROE

OF

FLORIDA

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization this _____ day of _____, 2025, 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.: _____

