

**Monroe County Comprehensive Plan Land Authority
Advisory Committee Meeting
Agenda Items for 3/25/26 Meeting**

The Land Authority Advisory Committee Meeting is scheduled to meet on Wednesday, March 25, 2026 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 February 25, 2026 meeting.
5. Approval of a contract to purchase Tier 1 property for conservation – Block A, Lot 2, Pine Heights, Big Pine Key, near mile marker 30 from **David Klein** for the price of **\$40,000**.
6. Approval of a contract to purchase Tier 1 property for administrative relief and conservation - Block A, Lot 1, Adobe Casa Court on Key Largo near mile marker 94 from **TDGroup Holdings I, LLC** for the price of **\$85,000**.
7. Approval of a contract to purchase Tier 1 property for conservation – Little Torch Key Acreage having Parcel ID# 00113230-000300 less the southerly 100 feet, near mile marker 28 from **Jay Fulwiler** for the price of **\$88,000**.
8. Approval of a resolution requesting that the Monroe County Board of Commissioners donate Lots 4, 5, 6, 7, 8, 9, 10, 11, 13, and 14, Revised Plat of Galleon Bay on No Name Key to the Land Authority as conservation land.
9. Executive Director's report.
10. Adjournment.

ADA ASSISTANCE If you are a person with a disability who needs special accommodations in order to participate in these proceedings, please contact the County Administrator's Office, by phoning (305) 292-4441, between the hours of 8:30 a.m. - 5:00 p.m., no later than five (5) calendar days prior to the scheduled meeting; if you are hearing or voice impaired, call "711".

MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY
ADVISORY COMMITTEE

February 25, 2026

The Monroe County Comprehensive Plan Land Authority (MCLA) Advisory Committee held a meeting on Wednesday, February 25, 2026, 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 Erin Muir at 9:30 AM. Present and answering roll call in addition to Chairman Muir were Linda Cunningham, Marv Schindler, and Leslie Valant. Also present were Executive Director Cynthia Guerra, Senior Property Acquisition Specialist Mark Rosch, and Office Manager John Beyers. Property Acquisition Specialist Paunece Scull, Property Specialist Dina Gambuzza, and Counsel Greg Oropeza participated via Zoom.

Following the call to order and roll call, the next item (Item 3) was additions and deletions to the agenda. Mr. Rosch advised the Committee the agenda has a revision date of February 23, 2026, which was the addition of Item 8. Mr. Rosch also mentioned the year in the Revised Date at the top and Item 4 should be corrected from 2025 to 2026. Ms. Valant made a motion to approve the agenda with the corrections 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 January 29, 2026 meeting. Ms. Cunningham made a motion to approve the minutes as presented and Ms. Valant seconded the motion. There being no objections, the motion carried 4/0.

The next item (Item 5) was approval of a contract to purchase Tier 3 property for conservation - Block 5, Lot 19, Pamela Villa on Key Largo, near mile marker 102 from Andrew M. Baxter and Lisa A. Baxter for the price of \$146,000. Ms. Scull and Mr. Rosch addressed the Committee. The subject property consists of a 5,350 square foot lot located on Mahogany Drive on the ocean side of Key Largo. The property has a tier designation of Tier 3 – Infill Area, a zoning designation of Improved Subdivision (IS), and vegetation mapped as hammock and developed land. Following discussion, Ms. Cunningham made a motion to approve the item at the purchase price of \$146,000 and Mr. Schindler seconded the motion. There being no objections, the motion carried 4/0.

The next item (Item 6) was approval of a contract to purchase Tier 3 property for conservation – Block 2, Lot 6 and the north half of Lot 7, Breezeswept Beach Estates on Ramrod Key, near mile marker 27 from William A. Sommeling for the price of \$185,000. Mr. Rosch addressed the Committee. The subject property consists of two contiguous lots totaling 9,000 square feet located on Indies Road on the ocean side of Ramrod Key. The property has a tier designation of Tier 3 – Infill Area, a zoning designation of Improved Subdivision (IS), and vegetation mapped as hammock. Following discussion, Ms. Valant made a motion to approve the item at the purchase price of \$185,000 and Ms. Cunningham seconded the motion. There being no objections, the motion carried 4/0.

The next item (Item 7) was approval of a contract to purchase Tier 3A property for administrative relief and conservation – Block 1, Lot 7, less the Southwesterly 14 feet, Seaside Addition No. 1 on Key Largo near mile marker 94 from TDGroup Holdings I, LLC for the price of \$120,000. Mr. Rosch addressed the Committee. The subject property consists of a 4,730 square foot lot located at 413 Coconut Drive on the ocean side of Key Largo. The property has a tier designation of Tier 3A – Special Protection Area, a zoning designation of Improved Subdivision (IS), and vegetation mapped as hammock and exotics. Following discussion, Mr. Schindler made a motion to approve the item at the purchase price of \$120,000.00 and Ms. Cunningham seconded the motion. There being no objections, the motion carried 4/0.

The next item (Item 8) was approval of a contract to purchase Tier 3 property for conservation – Block 5, Lot 17, Center Island on Duck Key, near mile marker 61 from Conch Haus X, LLC for \$190,000. Ms. Scull, Ms. Guerra, and Mr. Rosch addressed the Committee. The subject property consists of an 8,857 square foot lot located on South Bahama Drive on Duck Key. The property has a tier designation of Tier 3 – Infill Area, a zoning designation of Improved Subdivision-Masonry (IS-M), and vegetation mapped as buttonwood. Following discussion, Ms. Valant made a motion to approve the item at the purchase price of \$190,000 and Mr. Schindler seconded the motion. There being no objections, the motion carried 4/0.

The next item (Item 9) was approval to amend the Acquisition List to add Lot 7, Reimann's Subdivision, located at 625 73rd Street Ocean within the City of Marathon as an affordable housing site. Ms. Guerra addressed the Committee. This agenda item adds the subject property to the Acquisition List as an affordable housing site. The Land Authority is purchasing the property in partnership with the City of Marathon and Habitat for Humanity of the Middle Keys. Habitat for Humanity proposes to build an affordable duplex on the property. Following discussion, Ms. Cunningham made a motion to approve the item and Mr. Schindler seconded motion. There being no objections, the motion carried 4/0.

The next item (Item 10) was approval of a contract to purchase property for affordable housing within the City of Marathon, Lot 7, Reimann's Subdivision, located at 625 73rd Street Ocean near mile marker 51 from Tri-Star Affordable Development, LLC for the price of \$510,000. Ms. Scull addressed the Committee. The subject property consists of a 9,000 square foot lot located at 625 73rd Street Ocean on the ocean side of Vaca Key in Marathon. This lot is currently developed with a dilapidated unoccupied duplex which will need to be demolished by the Land Authority. The property has a zoning designation of Residential High (RH) and vegetation mapped as developed. Following discussion, Ms. Valant made a motion to approve the item at the purchase price of \$510,000 and Mr. Schindler seconded the motion. There being no objections, the motion carried 4/0.

The next item (Item 11) was approval of a resolution authorizing the conveyance of real property consisting of 100.71 square feet on Ramrod Key described by metes and bounds in Exhibit A to the Florida Keys Aqueduct Authority; and authorizing the Chairman to execute the deed and associated closing documents. Mr. Rosch and Ms. Guerra addressed the Committee. Following discussion, Ms. Valant made a motion to approve the item and Ms. Cunningham seconded the motion. There being no objections, the motion carried. (4/0)

The next item (Item 12) was the Executor Director's report. Ms. Guerra reported the use of county conservation land by the film crew of Bad Monkey has ended and that the production company donated native plants to the Land Steward's nursery. Ms. Guerra also acknowledged Neece Scull for her hard work and dedication to our mission during her tenure at MCLA which is ending because she has accepted a County position as Director of the Office of Real Estate and Housing.

The next MCLA Advisory Committee meeting is scheduled for Wednesday, March 25, 2026. Ms. Cunningham, Mr. Schindler, Ms. Valant, and Chairman Muir said they would be able to attend.

There being no further business, the meeting was adjourned at 10:15 AM.

Prepared by: _____
John Beyers
Office Manager

Approved by the Advisory Committee on _____

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AGENDA ITEM WORDING: Approval of a contract to purchase Tier 1 property for conservation – Block A, Lot 2, Pine Heights, Big Pine Key, near mile marker 30 from David Klein for the price of \$40,000.

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

The subject property is located on Tampa Road on the bay side of Big Pine Key.

Purchase Price and Estimated Closing Costs:

- Purchase Price: \$40,000
- Cost of Appraisal: \$0.00
- Cost of Survey: \$0.00
- Title Fees & Insurance: \$705.00
- Attorney Fee and Mobile Notary Fees: \$725.00
- Recording Fees: \$35.50
- Total Costs: \$41,465.50

Attributes of the Subject Property:

- Parcel ID#: 00259610-000000
- Size: 5,098 square feet
- Tier Designation: Tier 1 – Natural Area
- Zoning Designation: Sparsely Settled (SS)
- Future Land Use Map Designation: Residential Low (RL)
- Vegetation: Mapped as pineland and freshwater wetland
- Acquisition List Qualification: This property qualifies because it is Tier 1.
- Florida Forever Boundary: This property is inside the Florida Forever boundary.
- Transferrable Development Rights (TDRs): 0.0585 TDRs
- ROGO Dedication Points: 2 points

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.

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 00259610-000000
 Account# 1331261
 Property ID 1331261
 Millage Group 100H
 Location Address VACANT LAN TAMPA Rd, BIG PINE KEY
 Legal Description BK A LT 2 PINE HEIGHTS SUB PB3-164 BIG PINE KEY OR103-209-210 OR199-327 OR797-93 OR813-2452
 (Note: Not to be used on legal documents.)
 Neighborhood 641
 Property Class NON AGRICULTURE (9900)
 Subdivision PINE HEIGHTS SUBD
 Sec/Twp/Rng 16/66/29
 Affordable Housing No

Owner

KLEIN DAVID
 C/O ET CERAMIC TILE
 4230 NE 23rd Ter
 Lighthouse Point FL 33064

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	\$100	\$100	\$100	\$100
= Just Market Value	\$100	\$100	\$100	\$100
= Total Assessed Value	\$66	\$60	\$55	\$50
- School Exempt Value	\$0	\$0	\$0	\$0
= School Taxable Value	\$100	\$100	\$100	\$100

Historical Assessments

Year	Land Value	Building Value	Yard Item Value	Just (Market) Value	Assessed Value	Exempt Value	Taxable Value	Maximum Portability
2024	\$100	\$0	\$0	\$100	\$60	\$0	\$100	\$0
2023	\$100	\$0	\$0	\$100	\$55	\$0	\$100	\$0
2022	\$100	\$0	\$0	\$100	\$50	\$0	\$100	\$0
2021	\$100	\$0	\$0	\$100	\$46	\$0	\$100	\$0
2020	\$100	\$0	\$0	\$100	\$42	\$0	\$100	\$0
2019	\$100	\$0	\$0	\$100	\$39	\$0	\$100	\$0
2018	\$100	\$0	\$0	\$100	\$36	\$0	\$100	\$0

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

Land

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

Sales

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved	Grantor	Grantee
5/1/1980	\$3,500	Warranty Deed		813	2452	Q - Qualified	Vacant		
8/1/1979	\$1,800	Conversion Code		797	93	Q - Qualified	Vacant		

View Tax Info

[View Taxes for this Parcel](#)

Map



TRIM Notice

[2025 TRIM Notice \(PDF\)](#)

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

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

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Last Data Upload: 3/4/2026, 2:07:34 AM

[Contact Us](#)

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 **SCHNEIDER**
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AGREEMENT FOR THE PURCHASE OF LANDS

THIS AGREEMENT is made and entered into this _____ day of _____, 2026, by and between

David Klein

(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 **\$40,000.00** 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 A, Lot 2, Pine Heights (PB 3-164)
Parcel ID# 00259610-000000**

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 **\$40,000.00**. 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:

**c/o ET Ceramic Tile
4230 NE 23rd Terrace
Lighthouse Point, FL 33064**

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 **March 5, 2026** 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/ **David Klein**

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 _____, 2026.

(Seal)

MONROE COUNTY COMPREHENSIVE
PLAN LAND AUTHORITY

Cynthia Guerra, Executive Director

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AGENDA ITEM WORDING: Approval of a contract to purchase Tier 1 property for administrative relief and conservation - Block A, Lot 1, Adobe Casa Court on Key Largo near mile marker 94 from TDGroup Holdings I, LLC for the price of \$85,000.

ITEM BACKGROUND: This acquisition is proposed to provide ROGO Administrative Relief pursuant to Monroe County Commission Resolutions 157-2024 and 158-2024 and to protect the natural environment.

The Subject property is located on the corner of US 1 and Adobe Casa Court on the bay side of Key Largo.

Purchase Price and Estimated Closing Costs:

- Purchase Price: \$85,000.00
- Cost of Appraisal: \$2,300.00
- Cost of Survey: \$0.00
- Title Fees & Insurance: \$963.75
- Attorney Fee and Mobile Notary Fees: \$725.00
- Recording Fees: \$35.50
- Total Costs: \$89,024.25

Attributes of the Subject Property:

- Parcel ID#: 00481230-000000
- Size: 26,053 square feet
- Tier Designation: Tier 1 – Natural Area
- Zoning Designation: Improved Subdivision-Duplex (IS-D)
- Future Land Use Map Designation: Residential High (RH)
- Vegetation: Mapped as hammock
- Acquisition List Qualification: This property qualifies because it is Tier 1.
- Florida Forever Boundary: This property is outside the Florida Forever boundary.
- Transferrable Development Rights (TDRs): 2 TDRs
- ROGO Dedication Points: 2.5 points

RESOLUTION NO. 157 –2024

A RESOLUTION BY THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS **APPROVING THE REQUEST FOR ADMINISTRATIVE RELIEF MADE BY TDGROUP HOLDINGS 1, LLC ON PROPERTY DESCRIBED AS LOT 1, BLOCK A, ADOBE CASA COURT, KEY LARGO, RE # 00481230-000000 FOR UNIT A 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, TDGroup Holdings 1, 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 for Unit A from February 5, 2024, is for Lot 1, Block A, Adobe Casa Court, Key Largo in Monroe County, Florida having RE# 00481230-000000.
2. The date of the ROGO application is August 7, 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 February 5, 2024, under Section 138-27 of the MCC and Policy 101.7.1 of the Monroe County Year 2030 Comprehensive Plan.

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

19
20 **NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY**

21 **COMMISSIONERS OF MONROE COUNTY, FLORIDA:**

22

23 Administrative relief is granted to TDGroup Holdings 1, LLC, for Lot 1, Block A, Key

24 Largo in the form of a purchase offer by the Monroe County Land Authority.

25

26 **PASSED AND ADOPTED** by the Board of County Commissioners of Monroe County,

27 Florida at a regular meeting held on the 17th day of April, 2024.

28

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

34

35 BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY

36 FLORIDA

37 By: Holly Merrill Raschein

38 Mayor Merrill Raschein



39 (SEAL)

40 ATTEST: KEVIN MADOK, CLERK

41 Kevin Madok

42 AS/DEPUTY CLERK

43

44

FILED FOR RECORD
 2024 APR 24 PM 4:35
 CLK. CIR. CL.
 MONROE COUNTY, FL.

MONROE COUNTY ATTORNEY
 APPROVED TO FORM:
DEREK HOWARD
 ASSISTANT COUNTY ATTORNEY
 DATE: 4/24/24

KEYS CITIZEN
Many Islands One Voice

KeysNews.com

The Florida Keys Only Daily Newspaper, Est. 1876

PO Box 1800, Key West FL 33041
P: (941) 206-1025 F: (305) 294-0768
legals@keysnews.com

MONROE CO PLANNING/ENVIORNMENTAL
RES
102050 OVERSEAS HWY
KEY LARGO FL 33037

Account: 423741

Ticket: 3924440

PUBLISHER'S AFFIDAVIT

STATE OF FLORIDA
COUNTY OF MONROE

[legal.text]

Before the undersigned authority personally appeared

_____Amber Douglas_____, who on oath says that he or she is

The legal advertising representative of the Key West Citizen, a five day newspaper published in Key West, in Monroe County, Florida; that the attached copy of advertisement, being a legal notice in the matter of was published in said newspaper in the issues of:

Saturday, March 30, 2024

Affiant further says that the Key West Citizen is a newspaper published in Key West, in said Monroe County, Florida and that the said newspapers has heretofore been continuously published in said Monroe County, Florida Tuesday thru Saturday weekly, and has been entered as periodicals matter at the post office in Key West, in said Monroe County, Florida, for a period of 1 year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

(Signature of Affiant)

Affirmed and subscribed before me this 1st day of April 2024

(Notary Public Signature)

_____Jill Kelli Di Benedetto_____
(Notary Public Printed Name)

My commission expires _____8/19/2027_____

Personally Known X Produced Identification ____
Type of Identification Produced _____ (Notary Seal) _____



FROM PAGE 1A

Sawfish/*from A1*

NOAA has identified several aquariums with enough room to accommodate 20 to 30 sawfish.

"It's important to note that active rescue and rehabilitation are not always effective in saving stranded animals. However, it can still give us critical information to learn about the nature of the distress," he added.

NOAA Fisheries and partners are initiating a project to rescue and rehabilitate smalltooth sawfish affected by an ongoing mortality event in South Florida.

MOTE GETS INVOLVED

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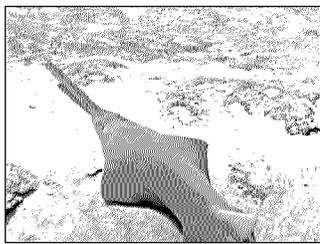


PHOTO PROVIDED BY MOTE

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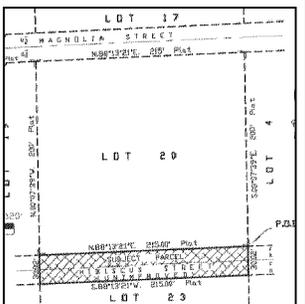
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MONROE COUNTY BOARD OF COUNTY COMMISSIONERS NOTICE OF PUBLIC MEETING AND NOTICE OF PUBLIC HEARING NOTICE OF CHANGE TO MONROE COUNTY COMPREHENSIVE PLAN NOTICE OF CHANGE TO MONROE COUNTY LAND DEVELOPMENT CODE NOTICE OF CHANGE TO MONROE COUNTY LAND USE DISTRICT (ZONING) MAP

APRIL 12, 2024

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STOCK ISLAND OWNER LLC AND MCFERRY LLC, 2006 AND 2025 SHIMMO HO, STOCK ISLAND, MILE MARKER 94.5. THE SECTION OF THE COMPREHENSIVE PLAN TO AMEND THE ZONING MAP FROM ZONING DISTRICT (SD) TO SUBURBAN RESIDENTIAL (SR) FOR PROPERTY LOCATED AT 2006 BIVIA CHICK ROAD, GIBBY KEY, FL, APPROXIMATE MILE MARKER 94.5, HAVING PARCEL IDENTIFICATION NUMBER 04040-00000 AS PROPOSED BY MARSHALL B. BARNES, JR., PROVIDING FOR SCHEDULING; PROVIDING FOR APPLICATIONS; PROVIDING FOR REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR TRANSMITTAL TO THE STATE LAND PLANNING AGENCY AND THE SECRETARY OF STATE; PROVIDING FOR AMENDMENT TO AND INCORPORATION IN THE MONROE COUNTY LAND DEVELOPMENT CODE; PROVIDING FOR AN EFFECTIVE DATE. (FILE 2023-030)

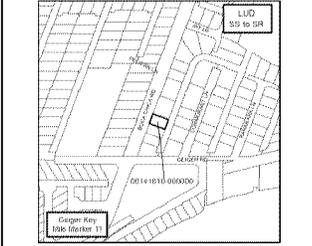
AN ORDINANCE BY THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS AMENDING MONROE COUNTY LAND DEVELOPMENT CODE SECTION 19-101 (RESIDENTIAL INCLUSIONARY HOUSING REQUIREMENTS) TO PROVIDE FOR LIMITED EXEMPTIONS TO THE MONROE COUNTY INCLUSIONARY HOUSING REQUIREMENTS; PROVIDING FOR SCHEDULING; PROVIDING FOR APPLICATIONS; PROVIDING FOR REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR TRANSMITTAL TO THE STATE LAND PLANNING AGENCY AND THE SECRETARY OF STATE; PROVIDING FOR AMENDMENT TO AND INCORPORATION IN THE MONROE COUNTY LAND DEVELOPMENT CODE; PROVIDING FOR AN EFFECTIVE DATE. (FILE 2023-030)

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A PUBLIC MEETING TO REVIEW AND DISCUSS THE COUNTY-WIDE MAPS CONCERNING AN AMENDMENT TO THE TEXT OF THE COMPREHENSIVE PLAN TO ESTABLISH SD-10, OBJECTIVE 10-1 AND THE SPECIFIC ZONING DISTRICT (SD) TO SUBURBAN RESIDENTIAL (SR) WHICH INCLUDES CHANGES TO EXISTING COMPREHENSIVE PLAN POLICIES LIMITING DISPOSITION OF LAND, EXEMPTIONS TO ALLOCATIONS TO 10-10-1 EXCHANGE, PROHIBITING HOUSING WITH ADMINISTRATIVE RELIEF FROM FOR TRUCKS AND BEST PRACTICES ACT LIABILITY REDUCTION COUNTYWIDE AS PROPOSED BY GENEX CONSTRUCTION MATERIALS, FLORIDA, LLC (FILE 2023-030)

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Please visit the Monroe County Website at www.monroecounty.gov for meeting agenda, minutes and information regarding the various options available to the public to view the live meeting and/or to make public comments on certain agenda items.

Pursuant to Section 218.0105 Florida Statutes, if a person decides to appeal any decision of the Board of County Commissioners, with respect to any matter considered at the meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure a verbatim record of the proceedings is made, which record includes the testimony & evidence upon which the appeal is to be based.

ADA ASSISTANCE: If you are a person with a disability who needs special accommodations in order to participate in this proceeding, please contact the County Administrator's office by phoning (850) 292-4444, 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).

NOTICE OF PRELIMINARY AUTHORIZATION FOR DEVELOPMENT AGREEMENT

The Key West City Commission will consider a resolution at City Hall, 1300 White Street, Key West, Florida on April 11, 2024 at 9:00 A.M. or as soon thereafter as the matter shall arise on the agenda.

The purpose of the resolution is for:
Development Agreement - 3401 Duck Avenue (RE# 00004740-000000) - A request to consider preliminary authorization to enter into a development agreement between A.H. of Monroe County and the City of Key West to redevelop special service housing at the Special Needs Housing section of the Panama Housing site located in the Medium Density Residential - 1 zoning district, pursuant to Chapter 90, Article 12, entitled "Development Agreements," and Chapter 124, entitled "Zoning," Article IV, entitled "Districts," Division 3, entitled "Residential Districts," Subdivision F1, entitled "Medium Density Residential - 1" of the Land Development Regulations of the Code of Ordinances of the City of Key West, Florida.

The file may be reviewed during regular office hours, 8:00 A.M. to 5:00 P.M., at the City Clerk's Office, 1300 White Street.

ADA ASSISTANCE: It is the policy of the City of Key West to comply with all requirements of the Americans with Disabilities Act (ADA). Please call the TTY number at 1-800-955-8771 or for voice 1-800-955-8770 or the ADA Coordinator at 305-809-3811 at least five business days in advance for sign language interpreters, assistive listening devices, or materials in accessible format.

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NOTICE OF MEETINGS

CITY COMMISSION MEETING

Morning Session: April 11, 2024 at 9:00 AM
Evening Session: April 11, 2024 at 5:00 PM
City Commission Chambers, City Hall, 1300 White Street, Key West

CAROLINE STREET CORRIDOR AND BAHAMA VILLAGE (CRA)

April 11, 2024, immediately following the City Commission meeting, as soon as the matter arises on the agenda.

NAVAL PROPERTIES LOCAL REDEVELOPMENT AUTHORITY (LRA)

April 11, 2024, immediately following the Caroline Street Corridor and Bahama Village (CRA) meeting, as soon as the matter arises on the agenda.

If agenda items are not completed on the same day, the meeting will be resumed until 5:00 p.m. the following day or the same day as the case may be.

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RESOLUTION NO. 158 –2024

A RESOLUTION BY THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS **APPROVING THE REQUEST FOR ADMINISTRATIVE RELIEF MADE BY TD GROUP HOLDINGS 1, LLC ON PROPERTY DESCRIBED AS LOT 1, BLOCK A, ADOBE CASA COURT, KEY LARGO, RE # 00481230-000000 FOR UNIT B 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, TDGroup Holdings 1, 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 for Unit B from February 5, 2024, is for Lot 1, Block A, Adobe Casa Court, Key Largo in Monroe County, Florida having RE# 00481230-000000.
2. The date of the ROGO application is August 7, 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 February 5, 2024, under Section 138-27 of the MCC and Policy 101.7.1 of the Monroe County Year 2030 Comprehensive Plan.

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

19
20 **NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY**

21 **COMMISSIONERS OF MONROE COUNTY, FLORIDA:**

22

23 Administrative relief is granted to TDGroup Holdings 1, LLC, for Lot 1, Block A, Key

24 Largo in the form of a purchase offer by the Monroe County Land Authority.

25

26 **PASSED AND ADOPTED** by the Board of County Commissioners of Monroe County,

27 Florida at a regular meeting held on the 17th day of April, 2024.

28

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

FILED FOR RECORD
 2024 APR 24 PM 4:35
 CLK. CIR. C1
 MONROE COUNTY, FLA.

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

37 By: Holly Merrill Raschein
38 Mayor Merrill Raschein



39 (SEAL)
40 ATTEST: KEVIN MADOK, CLERK

41 Kevin Madok
42 AS DEPUTY CLERK

43 MONROE COUNTY ATTORNEY
44 APPROVED AS TO FORM:

Derek Howard
ASSISTANT COUNTY ATTORNEY
DATE 4/24/24

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KEY LARGO FL 33037

Account: 423741

Ticket: 3924440

PUBLISHER'S AFFIDAVIT

STATE OF FLORIDA
COUNTY OF MONROE

[legal.text]

Before the undersigned authority personally appeared

_____Amber Douglas_____, who on oath says that he or she is

The legal advertising representative of the Key West Citizen, a five day newspaper published in Key West, in Monroe County, Florida; that the attached copy of advertisement, being a legal notice in the matter of was published in said newspaper in the issues of:

Saturday, March 30, 2024

Affiant further says that the Key West Citizen is a newspaper published in Key West, in said Monroe County, Florida and that the said newspapers has heretofore been continuously published in said Monroe County, Florida Tuesday thru Saturday weekly, and has been entered as periodicals matter at the post office in Key West, in said Monroe County, Florida, for a period of 1 year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

(Signature of Affiant)

Affirmed and subscribed before me this 1st day of April 2024

(Notary Public Signature)

_____Jill Kelli Di Benedetto_____
(Notary Public Printed Name)

My commission expires _____8/19/2027_____

Personally Known X Produced Identification ____
Type of Identification Produced _____ (Notary Seal) _____



FROM PAGE 1A

Sawfish/*from A1*

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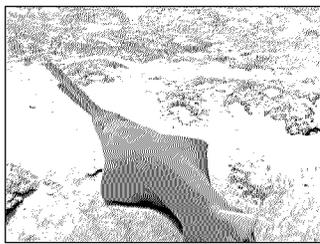


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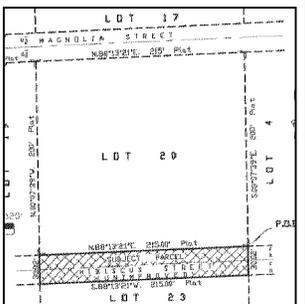
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PUBLIC HEARINGS: 9:00AM for as posted thereafter as may be heard:

STOCK ISLAND OWNER LLC AND MCFERRERY LLC 2006 AND 2025 SHIMMO HO STOCK ISLAND, MILE MARKER 94.5. THE SECTION OF THE SUBJECT HEARING IS TO CONSIDER A RESUBMIT FROM SHIMMO HAWKS, FL, ON BEHALF OF STOCK ISLAND OWNER, LLC, TO TERMINATE THE 2006 DEVELOPMENT AGREEMENT BY AND BETWEEN MONROE COUNTY, FLORIDA, AND LONGSTOCK, LLC. THE SUBJECT PROPERTY IS DESCRIBED AS PARCELS OF LAND IN SECTION 35, TOWNSHIP 30 SOUTH, AND RANGE 25 EAST, CURRENTLY HAVING PARCEL ID NUMBERS 00023761-000000 AND 00023761-000000. (FILE 2024-03)

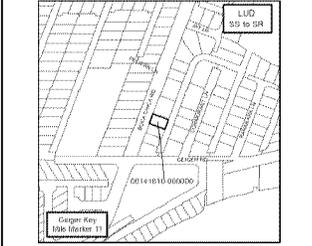
AN ORDINANCE BY THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS AMENDING MONROE COUNTY LAND DEVELOPMENT CODE SECTION 19-101 (RESIDENTIAL INCLUSIONARY HOUSING REQUIREMENTS) TO PROVIDE FOR LIMITED EXEMPTIONS TO THE MONROE COUNTY INCLUSIONARY HOUSING REQUIREMENTS, PROVIDING FOR SCHEDULING, PROVIDING FOR APPLICATIONS, PROVIDING FOR HEARINGS ON CONFLICTING PROVISIONS, PROVIDING FOR TRANSMITTAL TO THE STATE LAND PLANNING AGENCY AND THE SECRETARY OF STATE, PROVIDING FOR AMENDMENT TO AND INCORPORATION IN THE MONROE COUNTY LAND DEVELOPMENT CODE, PROVIDING FOR AN EFFECTIVE DATE. (FILE 2023-06)

AN ORDINANCE BY THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS AMENDING THE MONROE COUNTY LAND USE DISTRICT ZONING MAP FROM ZONING DISTRICT 030 TO ZONING DISTRICT 030B FOR PROPERTY LOCATED AT 3409 BIVIA CHICK ROAD, GIBBY KEY, FL, APPROXIMATE MILE MARKER 10, HAVING PARCEL IDENTIFICATION NUMBER 001840-000000 AS PROPOSED BY HARBOR 18, INCORPORATING THE SUBJECT PROPERTY INTO ZONING DISTRICT 030B, ON CONFLICTING PROVISIONS, PROVIDING FOR TRANSMITTAL TO THE STATE LAND PLANNING AGENCY AND THE SECRETARY OF STATE, PROVIDING FOR AMENDMENT TO THE LAND USE DISTRICT ZONING MAP, PROVIDING FOR AN EFFECTIVE DATE. (FILE 2023-03) See location map below

A PUBLIC MEETING TO REVIEW AND DISCUSS THE COUNTY-WIDE MAPS CONCERNING AN AMENDMENT TO THE TEXT OF THE COMPREHENSIVE PLAN TO ESTABLISH SOAK-10, OBJECTIVE 10-10 AND OTHER SPECIFIC CONSERVATION POLICY RULES (HARBOR 18) WITHIN MONROE COUNTY, WHICH INCLUDES CHANGES TO EXISTING COMPREHENSIVE PLAN POLICIES LIMITING DISPOSITION OF SHARBY EXCAVATION UNIT ALLOCATIONS TO 10-10-10 EXCHANGE, HARBOR 18) SAVING INTO ADMINISTRATIVE RELIEF FUND FOR TRACKS AND BEET HARVEST ACT LIABILITY REDUCTION COUNTY-WIDE AS PROPOSED BY GENEX CONSTRUCTION MATERIALS, FLORIDA, LLC. (FILE 2023-02)

A PUBLIC HEARING TO CONSIDER A REQUEST FOR ADMINISTRATIVE RELIEF FOR TO GROUP HOLDINGS, LLC, PARCELS 8, ONLY 1 BLOCK, ADRIE CASH COURT, PS-17 KEY LARGO, MONROE COUNTY, FLORIDA HAVING PARCEL IDENTIFICATION NUMBER 004830-00000, AT APPROXIMATE MILE MARKER 94.5.

A PUBLIC HEARING TO CONSIDER A REQUEST FOR ADMINISTRATIVE RELIEF FOR TO GROUP HOLDINGS, LLC, PARCELS 8, ONLY 1 BLOCK, ADRIE CASH COURT, PS-17 KEY LARGO, MONROE COUNTY, FLORIDA HAVING PARCEL IDENTIFICATION NUMBER 004830-00000, AT APPROXIMATE MILE MARKER 94.5.



Please visit the Monroe County website at www.monroecounty.gov for meeting agenda and information regarding the various options available to the public to view the meeting and/or to make public comments on certain agenda items.

Pursuant to Section 218.0105 Florida Statutes, if a person decides to appeal any decision of the Board of County Commissioners, with respect to any matter considered at the meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure a verbatim record of the proceedings is made, which record includes the testimony & evidence upon which the appeal is to be based.

ADA ASSISTANCE: If you are a person with a disability who needs special accommodations in order to participate in the proceedings, please contact the County Administrator's office by phoning (850) 292-4444, 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).

NOTICE OF PRELIMINARY AUTHORIZATION FOR DEVELOPMENT AGREEMENT

The Key West City Commission will consider a resolution at City Hall, 1300 White Street, Key West, Florida on April 11, 2024 at 9:00 A.M. or as soon thereafter as the matter shall arise on the agenda.

The purpose of the resolution is for: **Development Agreement - 3401 Duck Avenue (RE# 000047-00-000000) - A request to consider preliminary authorization to enter into a development agreement between A.H. of Monroe County and the City of Key West to redevelop special service housing at the Special Needs Housing section of the Panama Housing site located in the Medium Density Residential - 1 zoning district, pursuant to Chapter 90, Article 12, entitled "Development Agreements," and Chapter 124, entitled "Zoning," Article IV, entitled "Districts," Division 3, entitled "Residential Districts," Subdivision F1, entitled "Medium Density Residential - 1" of the Land Development Regulations of the Code of Ordinances of the City of Key West, Florida.**

The file may be reviewed during regular office hours, 8:00 A.M. to 5:00 P.M., at the City Clerk's Office, 1300 White Street.

ADA ASSISTANCE: It is the policy of the City of Key West to comply with all requirements of the Americans with Disabilities Act (ADA). Please call the TTY number at 1-800-955-8771 or for voice 1-800-955-8770 or the ADA Coordinator at 305-809-3811 at least five business days in advance for sign language interpreters, assistive listening devices, or materials in accessible format.

Pursuant to FS 286.0105, notice is given that if a person decides to appeal any decision made by the Commission with respect to any matter considered at such meeting or hearing, that person will need a record of the proceedings, and that, for such purpose, that person may need to ensure a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

NOTICE OF MEETINGS

CITY COMMISSION MEETING

Morning Session: April 11, 2024 at 9:00 AM
Evening Session: April 11, 2024 at 5:00 PM
City Commission Chambers, City Hall, 1300 White Street, Key West

CAROLINE STREET CORRIDOR AND BAHAMA VILLAGE (CRA)

April 11, 2024, immediately following the City Commission meeting, as soon as the matter arises on the agenda.

NAVAL PROPERTIES LOCAL REDEVELOPMENT AUTHORITY (LRA)

April 11, 2024, immediately following the Caroline Street Corridor and Bahama Village (CRA) meeting, as soon as the matter arises on the agenda.

If agenda items are not completed on the same day, the meeting will be resumed until 5:00 p.m. the following day or the same day as the case may be.

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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 00481230-000000
Account# 1590436
Property ID 1590436
Millage Group 500P
Location 118 CASA COURT Dr, TAVERNIER
Address
Legal BK A LT 1 ADOBE CASA COURT KEY LARGO PB5-17 OR619-415 OR788-854 OR791-986 OR821-218
Description OR844-1321 OR844-1324 OR933-1599 OR942-1880 OR1014-229 OR1024-1239 OR2585-819 OR2839-1503 OR2839-1506
 (Note: Not to be used on legal documents.)
Neighborhood 1707
Property Class VACANT RES (0000)
Subdivision ADOBE CASA COURT
Sec/Twp/Rng 14/62/38
Affordable No
Housing



Owner

[TDGROUP HOLDINGS I LLC](#)
 PO Box 370524
 Key Largo FL 33037

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	\$98,480	\$98,480	\$98,480	\$84,412
= Just Market Value	\$98,480	\$98,480	\$98,480	\$84,412
= Total Assessed Value	\$82,390	\$74,900	\$68,091	\$61,901
- School Exempt Value	\$0	\$0	\$0	\$0
= School Taxable Value	\$98,480	\$98,480	\$98,480	\$84,412

Historical Assessments

Year	Land Value	Building Value	Yard Item Value	Just (Market) Value	Assessed Value	Exempt Value	Taxable Value	Maximum Portability
2024	\$98,480	\$0	\$0	\$98,480	\$74,900	\$0	\$98,480	\$0
2023	\$98,480	\$0	\$0	\$98,480	\$68,091	\$0	\$98,480	\$0
2022	\$84,412	\$0	\$0	\$84,412	\$61,901	\$0	\$84,412	\$0
2021	\$56,274	\$0	\$0	\$56,274	\$56,274	\$0	\$56,274	\$0
2020	\$63,309	\$0	\$0	\$63,309	\$63,309	\$0	\$63,309	\$0
2019	\$63,309	\$0	\$0	\$63,309	\$63,309	\$0	\$63,309	\$0
2018	\$63,309	\$0	\$0	\$63,309	\$63,309	\$0	\$63,309	\$0

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

Land

Land Use	Number of Units	Unit Type	Frontage	Depth
RES HIGHWAY US 1 UNPERMITTED (01HM)	26,053.00	Square Foot	0	0

Sales

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved	Grantor	Grantee
2/8/2017	\$100	Quit Claim Deed	2110727	2839	1506	11 - Unqualified	Vacant	TDGROUP HOLDINGS I LLC	
2/8/2017	\$130,000	Warranty Deed	2110726	2839	1503	05 - Qualified	Vacant	ROSSHEIM RALPH AND JOAN LIVING TRUST 8/8/2012	
8/8/2012	\$100	Warranty Deed		2585	819	11 - Unqualified	Vacant		
5/1/1987	\$1	Warranty Deed		1014	229	M - Unqualified	Vacant		
10/1/1980	\$75,000	Warranty Deed		821	218	M - Unqualified	Vacant		

View Tax Info

[View Taxes for this Parcel](#)

Photos



Map



TRIM Notice

[2025 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

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AGREEMENT FOR THE PURCHASE OF LANDS

THIS AGREEMENT is made and entered into this _____ day of _____, 2026, by and between

TDGroup Holdings I, 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 **\$85,000.00** 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 A, Lot 1, Adobe Casa Court (PB 5-17)
Parcel ID# 00481230-000000**

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 **\$85,000.00**. 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:

**PO Box 370524
Key Largo, FL 33037**

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 **March 18, 2026** 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/ **TDGroup Holdings I, LLC**
By: **Jose Antonio Alvarez, Manager**

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 _____, 2026.

(Seal)

MONROE COUNTY COMPREHENSIVE
PLAN LAND AUTHORITY

Cynthia Guerra, Executive Director

BENEFICIAL INTEREST AND DISCLOSURE AFFIDAVIT

Before me, the undersigned authority, personally appeared **Jose Antonio Alvarez**, ("Affiant"), this 11 day of February, 2026, who, first being duly sworn, deposes and says:

That Affiant is **Manager** of **TDGroup Holdings I LLC** (the "Seller") and 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, to the best of Affiant's knowledge the following is a list of every "person" (as defined in Section 1.01(3), Florida Statutes) holding a beneficial interest in the disclosing entity: (if more space is needed, attach separate sheet)

<u>Name</u>	<u>Address</u>	<u>Interest</u>
Jose Antonio Alvarez	PO Box 370524 Key Largo, FL 33037	100%

This affidavit is given in compliance with the provisions of Section 286.23, Florida Statutes.

AND FURTHER AFFIANT SAYETH NOT.

AFFIANT

Jose Antonio Alvarez
Jose Antonio Alvarez

STATE OF Florida

COUNTY OF Miami Dade

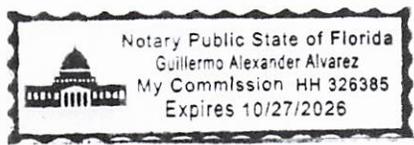
The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 11 day of February, 2026, by **Jose Antonio Alvarez** as **Manager** of **TDGroup Holdings I LLC**. Such person(s) (Notary Public must check applicable box):

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

(NOTARY PUBLIC SEAL)

Guillermo Alvarez
Notary Public

Guillermo Alvarez
(Printed, Typed or Stamped Name of Notary Public)
Commission No.: HH 326385
My Commission Expires: 10/27/26



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AGENDA ITEM WORDING: Approval of a contract to purchase Tier 1 property for conservation – Little Torch Key Acreage having Parcel ID# 00113230-000300 less the southerly 100 feet, near mile marker 28 from Jay Fulwiler for the price of \$88,000.

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

The subject property fronts State Road 4A on the bay side of Little Torch Key.

Purchase Price and Estimated Closing Costs:

- Purchase Price: \$88,000.00
- Cost of Appraisal: \$0.00
- Cost of Survey: \$3,600.00
- Title Fees & Insurance: \$981.00
- Attorney Fee and Mobile Notary Fees: \$725.00
- Recording Fees: \$35.50
- Total Costs: \$93,341.50

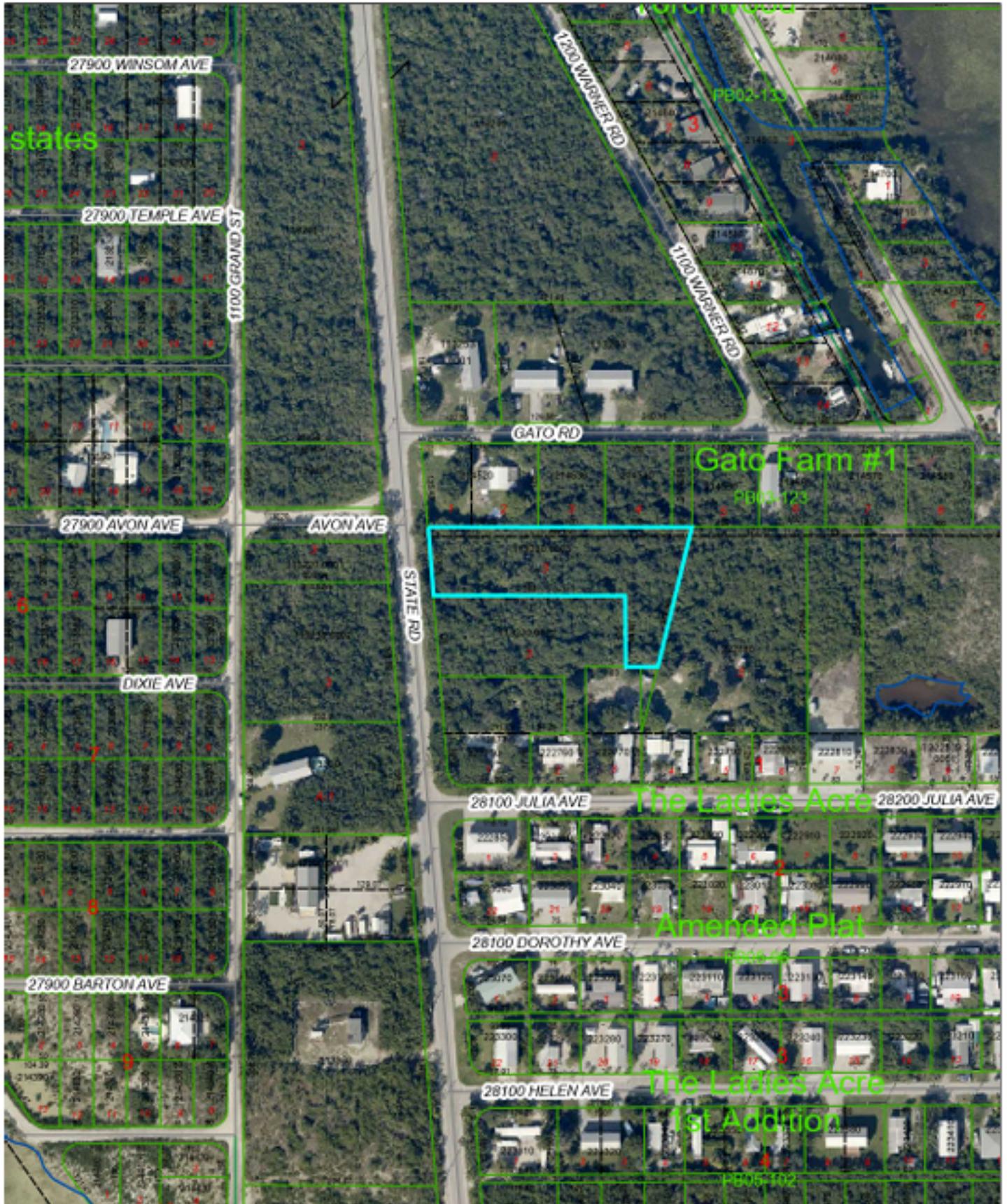
Attributes of the Subject Property:

- Parcel ID#: 00113230-000300
- Size: 1.04 acres
- Tier Designation: Tier 1 – Natural Area
- Zoning Designation: Native Area (NA)
- Future Land Use Map Designation: Residential Conservation (RC)
- Vegetation: Mapped as hammock
- Acquisition List Qualification: This property qualifies because it is Tier 1.
- Florida Forever Boundary: This property is inside the Florida Forever boundary.
- Transferrable Development Rights (TDRs): 0.26 TDRs
- ROGO Dedication Points: 4 points
- Cost per ROGO Dedication Point: \$22,000/point

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.

Parcel ID# 00113230-000300 Less the Southerly 100 Ft

Little Torch Key



PROPERTY RECORD CARD

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

Summary

Parcel ID 00113230-000300
 Account# 8922043
 Property ID 8922043
 Millage Group 100H
 Location Address VACANT LAN STATE Rd 4A, LITTLE TORCH KEY
 Legal Description 21 66 29 LITTLE TORCH KEY PT LOT 3 1481-2414/16 OR1680-2337/39 OR1680-2343/45 OR1774-803/05 OR2786-1243/46
 (Note: Not to be used on legal documents.)
 Neighborhood 688
 Property Class VACANT RES (0000)
 Subdivision
 Sec/Twp/Rng 21/66/29
 Affordable No
 Housing



Owner

[FULWILER JAY](#)
 1627 W Main St
 # 122
 Bozeman MT 59715

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	\$11,693	\$11,693	\$11,693	\$11,693
= Just Market Value	\$11,693	\$11,693	\$11,693	\$11,693
= Total Assessed Value	\$11,693	\$11,693	\$11,693	\$10,645
- School Exempt Value	\$0	\$0	\$0	\$0
= School Taxable Value	\$11,693	\$11,693	\$11,693	\$11,693

Historical Assessments

Year	Land Value	Building Value	Yard Item Value	Just (Market) Value	Assessed Value	Exempt Value	Taxable Value	Maximum Portability
2024	\$11,693	\$0	\$0	\$11,693	\$11,693	\$0	\$11,693	\$0
2023	\$11,693	\$0	\$0	\$11,693	\$11,693	\$0	\$11,693	\$0
2022	\$11,693	\$0	\$0	\$11,693	\$10,645	\$0	\$11,693	\$0
2021	\$9,677	\$0	\$0	\$9,677	\$9,677	\$0	\$9,677	\$0
2020	\$9,677	\$0	\$0	\$9,677	\$9,677	\$0	\$9,677	\$0
2019	\$9,677	\$0	\$0	\$9,677	\$9,677	\$0	\$9,677	\$0
2018	\$9,677	\$0	\$0	\$9,677	\$9,677	\$0	\$9,677	\$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)	0.96	Acreage	0	0

Sales

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved	Grantor	Grantee
3/3/2016	\$170,000	Warranty Deed		2786	1243	37 - Unqualified	Vacant		
3/29/2002	\$1	Warranty Deed		1774	803	M - Unqualified	Improved		
10/20/1997	\$1	Warranty Deed		1481	2414	M - Unqualified	Vacant		

View Tax Info

[View Taxes for this Parcel](#)

Photos



Map



TRIM Notice

[2025 TRIM Notice \(PDF\)](#)

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

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GEO SPATIAL

AGREEMENT FOR THE PURCHASE OF LANDS

THIS AGREEMENT is made and entered into this _____ day of _____, 2026, by and between

Jay Fulwiler

(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 **\$88,000.00** 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:

Little Torch Key Acreage

Parcel ID# 00113230-000300 less the southerly 100 feet, as shown in the crosshatch sketch in Exhibit A.

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 **\$88,000.00**. 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 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:

**1371 Heidi Haven Drive
Lawrenceburg, IN 47025**

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 **March 13, 2026** 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/ **Jay Fulwiler**

Signature	Date	Phone Number	Email Address
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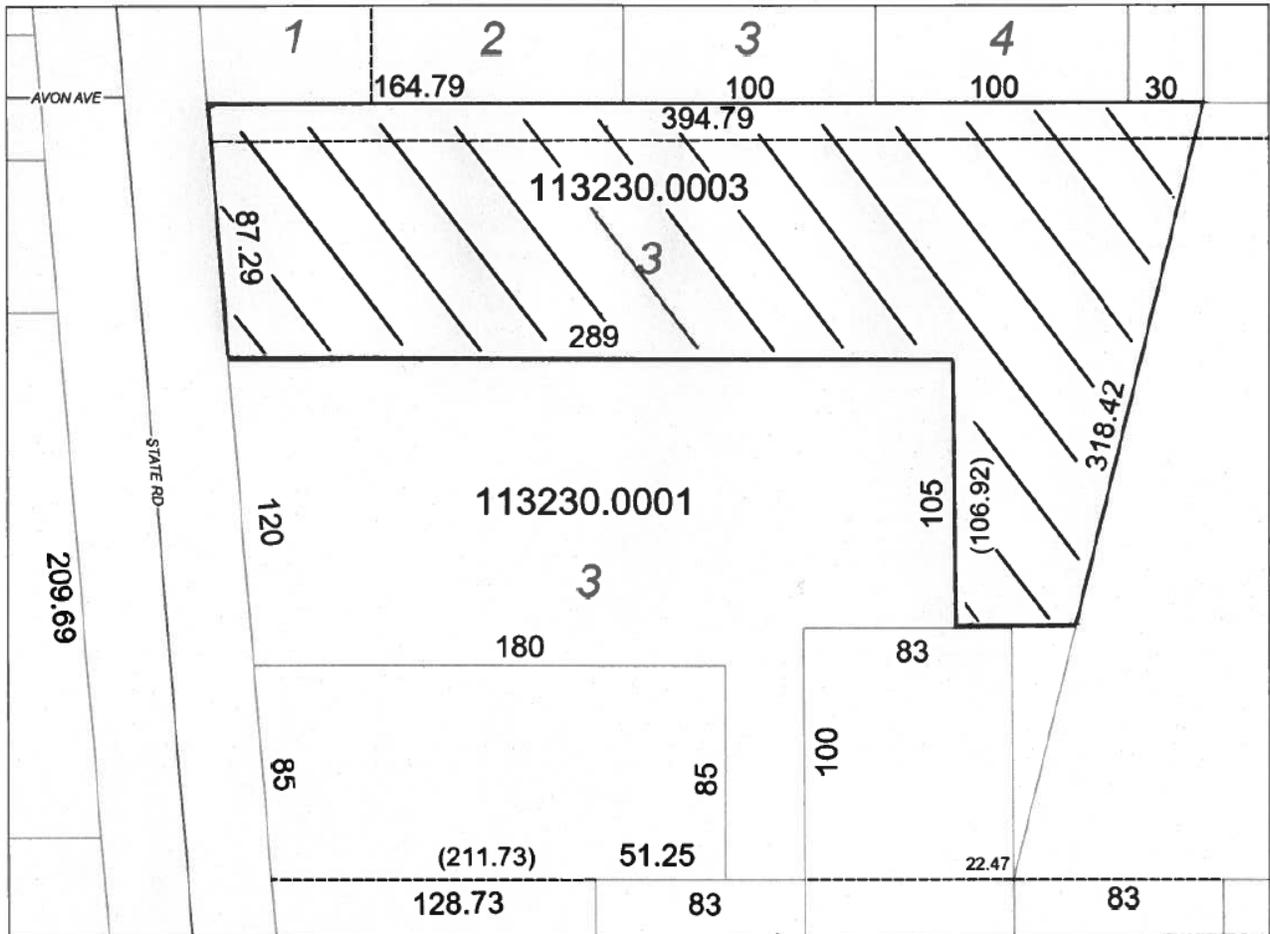
The MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY, acting by and through its EXECUTIVE DIRECTOR in accordance with Resolution 03-2016, has executed this Agreement on behalf of the MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY this _____ day of _____, 2026.

(Seal)

MONROE COUNTY COMPREHENSIVE
PLAN LAND AUTHORITY

Cynthia Guerra, Executive Director

EXHIBIT A



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AGENDA ITEM WORDING: Approval of a resolution requesting that the Monroe County Board of Commissioners donate Lots 4, 5, 6, 7, 8, 9, 10, 11, 13, and 14, Revised Plat of Galleon Bay on No Name Key to the Land Authority as conservation land.

ITEM BACKGROUND: This resolution is proposed to address a leftover matter related to the County's litigation in the Galleon Bay case.

Pursuant to Land Authority Resolution 06-2019, the Land Authority assisted the County in this litigation by paying the County's judgment. As consideration for the Land Authority's payment, Resolution 06-2019 anticipated that the County would convey to the Land Authority title to the lands acquired as conservation land. The County's litigation has concluded. As a result of the court's ruling in the case and a settlement agreement between plaintiff and defendants, the County has acquired 10 lots of Tier 1, environmentally sensitive habitat on No Name Key.

The proposed resolution requests that the County donate the 10 lots to the Land Authority as conservation land.

RESOLUTION NO. _____

A RESOLUTION OF THE MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY REQUESTING THAT THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS DONATE LOTS 4, 5, 6, 7, 8, 9, 10, 11, 13, AND 14, REVISED PLAT OF GALLEON BAY ON NO NAME KEY TO THE LAND AUTHORITY AS CONSERVATION LAND.

WHEREAS, pursuant to s. 380.0666(3)(a), Florida Statutes, the Monroe County Comprehensive Plan Land Authority (hereinafter "Land Authority") is authorized to acquire real property or any interest therein when such acquisition is necessary or appropriate to protect the natural environment or to satisfy private property rights claims resulting from limitations imposed by the designation of an area of critical state concern; and

WHEREAS, Lots 1-11, 13, and 14, Revised Plat of Galleon Bay on No Name Key were the subject of a private property rights claim in *Galleon Bay Corporation vs. Board of Commissioners of Monroe County, Florida vs. State of Florida*; and

WHEREAS, said litigation resulted in a ruling against the defendants as to a permanent taking of Lots 1, 2, 3, 6, 7, 8, and 11 and as to a temporary taking of Lots 4, 5, 9, 10, 13 and 14; and

WHEREAS, following a jury trial on the fair market value of the subject property, Circuit Judge Mark Jones issued a Final Judgment dated May 26, 2016 entering judgment against the defendants of \$480,511.60 plus statutory interest from June 1, 2016 until the judgment was satisfied; and

WHEREAS, the County Attorney recommended that the Monroe County Board of County Commissioners (hereinafter "BOCC") request the Land Authority to pay said judgment on behalf of the defendants and that as consideration the Land Authority receive title to Lots 1, 2, 3, 6, 7, 8, and 11, Revised Plat of Galleon Bay (hereinafter "Permanent Taking Property"); and

WHEREAS, the Clerk of the Circuit Court and Comptroller's Office calculated the judgment of \$480,511.60 plus statutory interest from June 1, 2016 to September 19, 2019 to be \$531,390.67; and

WHEREAS, pursuant to s. 28.24, Florida Statutes, there was a service charge due to the Clerk of the Circuit Court and Comptroller's Office for receiving money into the registry of the court in the amount of \$7,979; and

WHEREAS, the total amount of the judgment, statutory interest, and service charge as of September 19, 2019 was \$539,369.67; and

WHEREAS, on August 28, 2019 the Land Authority Advisory Committee considered the County Attorney's recommendation and voted 4/0 to recommend approval; and

WHEREAS, on September 18, 2019 the Land Authority Governing Board adopted Resolution 06-2019 authorizing payment of the judgment, statutory interest, and service charge totaling \$539,369.67 on behalf of the defendants in said case and authorized receiving title to the Permanent Taking Property as conservation land and as consideration for said payment; and

WHEREAS, on September 19, 2019 the Land Authority made said payment; and

WHEREAS, pursuant to the Order Approving Settlement and Release Agreement on Attorneys' Fees and Costs dated December 20, 2023 in *Galleon Bay Corporation vs. Board of County Commissioners of Monroe County, Florida vs. State of Florida*, the BOCC conveyed a portion of the Permanent Taking Property consisting of Lots 1, 2, and 3, Revised Plat of Galleon Bay to the Plaintiff and received title to Lots 4, 5, 9, 10, 13, and 14, Revised Plat of Galleon Bay from the Plaintiff (hereinafter "Settlement Property") and;

WHEREAS, as a result of both said Final Judgement and said Order Approving Settlement, the BOCC now owns 10 lots described as Lots 4, 5, 6, 7, 8, 9, 10, 11, 13, and 14, Revised Plat of Galleon Bay (hereinafter "Subject Property"); and

WHEREAS, the Subject Property is Tier 1 environmentally sensitive habitat; and

WHEREAS, the Land Authority desires that the BOCC donate the Subject Property to the Land Authority as conservation land; and

WHEREAS, on March 25, 2026 the Land Authority Advisory Committee considered this resolution and voted ____ to recommend _____.

NOW, THEREFORE, BE IT RESOLVED BY THE MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY that the Land Authority requests that the BOCC donate the Subject Property to the Land Authority as conservation land.

PASSED AND ADOPTED by the Monroe County Comprehensive Plan Land Authority at a regular meeting on this _____ day of _____, 2026.

Commissioner Craig Cates _____
Commissioner Michelle Lincoln _____
Vice Chairman Holy Merrill Raschein _____
Commissioner James Scholl _____
Chairman David Rice _____

(Seal)

ATTEST:

MONROE COUNTY COMPREHENSIVE
PLAN LAND AUTHORITY

Cynthia Guerra
Executive Director

David Rice
Chairman

Approved as to form and legality:

Greg Oropeza, Esquire

Lots 4, 5, 6, 7, 8, 9, 10, 11, 13, and 14, Revised Plat of Galleon Bay

No Name Key



RESOLUTION NO. 06-2019

A RESOLUTION OF THE MONROE COUNTY
COMPREHENSIVE PLAN LAND AUTHORITY AUTHORIZING
PAYMENT OF THE JUDGMENT IN GALLEON BAY
CORPORATION VS. BOARD OF COMMISSIONERS OF
MONROE COUNTY, FLORIDA VS. STATE OF FLORIDA.

WHEREAS, pursuant to s. 380.0666(3)(a), Florida Statutes, the Monroe County Comprehensive Plan Land Authority is authorized to acquire real property or any interest therein when such acquisition is necessary or appropriate to satisfy private property rights claims resulting from limitations imposed by the designation of an area of critical state concern; and

WHEREAS, Lots 1-11, 13, and 14, Revised Plat of Galleon Bay (PB 7-65) are the subject of a private property rights claim in the case of Galleon Bay Corporation vs. Board of Commissioners of Monroe County, Florida vs. State of Florida (Case No. CAK-02-595); and

WHEREAS said litigation resulted in a ruling against the defendants as to a permanent taking of Lots 1, 2, 3, 6, 7, 8, and 11 and as to a temporary taking of Lots 4, 5, 9, 10, 13 and 14; and

WHEREAS, following a jury trial on the fair market value of the subject property, Circuit Judge Mark Jones issued a Final Judgment dated May 26, 2016 entering judgment against the defendants of \$480,511.60 plus statutory interest from June 1, 2016 until the judgment is satisfied; and

WHEREAS, the County Attorney is recommending that the County Commission request the Land Authority to pay said judgment on behalf of the defendants and that as consideration the Land Authority receive title to Lots 1, 2, 3, 6, 7, 8, and 11; and

WHEREAS, the Clerk of the Circuit Court and Comptroller's Office has calculated the judgment of \$480,511.60 plus statutory interest from June 1, 2016 to September 19, 2019 to be \$531,390.67; and

WHEREAS, pursuant to s. 28.24, Florida Statutes, there is a service charge due to the Clerk of the Circuit Court and Comptroller's Office for receiving money into the registry of the court in the amount of \$7,979; and

WHEREAS, the total amount of the judgment, statutory interest, and service charge as of September 19, 2019 is \$539,369.67; and

WHEREAS, the Land Authority Advisory Committee considered the County Attorney's recommendation on August 28, 2019 and voted 4/0 to recommend approval; NOW, THEREFORE,

BE IT RESOLVED BY THE MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY:

Section 1. The Land Authority Executive Director is authorized to deposit in the Registry of the Court the judgment, statutory interest, and service charge in the total amount of \$539,369.67 on

behalf of the defendants of said case and to receive title to Lots 1, 2, 3, 6, 7, 8, and 11 as consideration for said payment.

Section 2. Lots 1, 2, 3, 6, 7, 8, and 11 shall be acquired and managed as conservation land.

PASSED AND ADOPTED by the Monroe County Comprehensive Plan Land Authority at a regular meeting on this 18th day of September, 2019.



Commissioner Michelle Coldiron	<u>Yes</u>
Commissioner Danny Kolhage	<u>Yes</u>
Mayor Sylvia Murphy	<u>Yes</u>
Commissioner David Rice	<u>Yes</u>
Chairman Heather Carruthers	<u>Yes</u>

ATTEST:

Charles G. Pattison

Charles G. Pattison
Executive Director

MONROE COUNTY COMPREHENSIVE
PLAN LAND AUTHORITY

Heather Carruthers

Heather Carruthers
Chairman

Approved as to form and legality:

Adele V. Stones
Adele V. Stones, Esquire