File #: 2019-127

Owner's Name: Banyan Grove Residences, Ltd

Applicant: Spottswood, Spottswood, Spottswood & Sterling, PLLC

Agent: William B. Spottswood

Type of Application: Minor CUP – TRE (ROGO)

Key: Stock Island

RE #: Sender Site
00124140.000000
Receiver Site
00127480.000000
Additional Information added to File 2019-127
End of Additional File 2019-127
Application
Monroe County
Planning & Environmental Resources Department

Request for a Minor Conditional Use Permit for the Transfer of ROGO Exemption (TRE)

An application must be deemed complete and in compliance with the Monroe County Code by the staff prior to the item being scheduled for review.

Conditional Use, Transfer of ROGO Exemption Fee: $1,740.00

In addition to the application fee, the following fees also apply:
Advertising Costs: $245.00
Surrounding Property Owner Notification: $3.00 for each property owner required to be noticed

Date of Application: 07/11/2019

Applicant / Agent Authorized to Act for Property Owner: (Agents must provide notarized authorization from all property owners.)
Spottswood, Spottswood, Spottswood & Sterling, PLLC - Donald Craig and/or William B. Spottswood Jr. and/or Richard McCheaney
Applicant (Name of Person, Business or Organization) Name of Person Submitting this Application

500 Fleming Street, Key West, Florida 33040
Mailing Address (Street, City, State and Zip Code)

305 294 9556 970 453 1546 305 924 0249 d CRAIG@SPOTTSWOODLAW.COM and RICHARD@SPOTTSWOODLAW.COM
Work Phone Home Phone Cell Phone Email Address

Sender Site Property Owner: (Business/Corp must include documents showing who has legal authority to sign.)
Banyan Grove Residences Ltd William B. Spottswood
(Name/Entity) Contact Person

506 Fleming Street Key West, Florida 33040
Mailing Address (Street, City, State and Zip Code)

305 294 6100 billy@spottswood.com
Work Phone Home Phone Cell Phone Email Address

Sender Site Legal Description of Property:
(If in metes and bounds, attach legal description on separate sheet.)
See Attached Survey and Legal Description Stock Island
Block Lot Subdivision Key
00124140-000000 1158275
Real Estate (RE) Number Alternate Key Number
5455 MacDonald Avenue Key West, FL 33040 5
Street Address (Street, City, State, Zip Code) Approximate Mile Marker

Page 1 of 4
Last Revised February 2017
APPLICATION

Receiver Site Property Owner: (Business/Corp must include documents showing who has legal authority to sign.)

SH Marinas 6000 LLC                             Robert A. Spottswood
(Name/Entity)                                   (Contact Person)

506 Fleming Street Key West, FL 33040
(Mailing Address (Street, City, State and Zip Code))

305 294 6100                                     raspottswood@bakerlaw.com
(Work Phone)                                     (Home Phone) (Cell Phone) (Email Address)

Receiver Site Legal Description of Property:
(If in metes and bounds, attach legal description on separate sheet.)

See Attached Survey and Legal Description: Stock Island

Block                                             Lot                                           Subdivision: Key
00127480-00000                                   1161667

Real Estate (RE) Number:                          Alternate Key Number
6000 Peninsular Avenue Key West, FL 33040         5

Street Address (Street, City, State, Zip Code):   Approximate Mile Marker

Sender Site Future Land Use Map Designation: Mixed Use Commercial - MC

Receiver Future Land Use Map Designation: Mixed Use Commercial - MC

Sender Site Land Use (zoning) District Designation: Mixed Use - MU

Receiver Site Land Use (zoning) District Designation: Mixed Use - MU

Sender Site Existing Land Use: Affordable Housing - Rental Apartments

Receiver Site Existing Land Use: Marina, Boat Storage, Restaurant, service retail and Residential housing

Sender Site Tier Designation: Tier III

Receiver Site Tier Designation: Tier III

Sender Site ROGO subarea: Lower Keys

Receiver Site ROGO subarea: Lower Keys

Number of dwelling units lawfully established on Sender Site: 48

Number of dwelling units to be transferred from Sender Site: 48

Number of dwelling units to be transferred to Receiver Site: 48

Does the Receiver Site have all infrastructure (potable water, adequate wastewater treatment and disposal wastewater meeting adopted LOS, paved roads, etc.)? Yes

Will dwelling units to be transferred to Receiver Site be located in a velocity (V) zone: No

Will dwelling units to be transferred to Receiver Site be located in a CBRS unit: No

Has a previous TRE application been submitted for this site within the past two years? Yes No
APPLICATION

Date of pre-application conference regarding the proposed transfer of units: NA / / 
Month Day Year

Pursuant to Policy 101.6.8, dwelling units may be transferred to a Receiver Site meeting the following criteria:
1. The Future Land Use category and Land Use (Zoning) District must allow the requested use;
2. Must meet the adopted density standards;
3. Includes all infrastructure (potable water, adequate wastewater treatment and disposal wastewater meeting adopted LOS, paved roads, etc.);
4. Located within a Tier III designated area; and
5. Structures are not located in a velocity (V) zone or within a CBRS unit.

All of the following items must be included in order to have a complete application submission:
(Please check the box as each required item is attached to the application.)
☐ Complete application (unaltered and unbound)
☐ Correct fee (check or money order payable to Monroe County Planning & Environmental Resources)
☐ Proof of ownership for sender & receiver (i.e., Warranty Deed)
☐ Current Property Record Cards from the Monroe County Property Appraiser for sender & receiver sites
☐ Location map of sender & receiver sites
☐ Photographs of sender & receiver sites from adjacent roadway(s)
☐ Signed and Sealed Boundary Survey of sender and receiver sites, prepared by a Florida registered surveyor – two (2) sets each (at a minimum survey should include elevations, location and dimensions of all existing structures, paved areas and utility structures, all bodies of water on the site and adjacent to the site; total acreage by land use district; and total acreage by habitat)
☐ Typed name and address mailing labels of all property owners within a 600-foot radius of the sender & receiver sites. This list should be compiled from the current tax rolls of the Monroe County Property Appraiser. In the event that a condominium development is within the 600-foot radius, each unit owner must be included.

If applicable, the following items must be included in order to have a complete application submission:
(Please check the box as each required item is attached to the application.)
☐ Notarized Agent Authorization Letter (note: authorization is needed from all owner(s) of the sender site and receiver site properties)
☐ Any Letters of Development Rights Determination pertaining to the sender or receiver sites
☐ Any Letters of Understanding pertaining to the proposed transfer
☐ Disclosure of Interest Forms for the sender and receiver sites

Is there any pending code enforcement proceeding involving all or a portion of the sender or receiver site parcels?
☐ Yes ☑ No  Code Case file # __________________________ Describe the enforcement proceedings and if this application is being submitted to correct the violation: ____________________________________________

If deemed necessary to complete a full review of the application, the Planning & Environmental Resources Department reserves the right to request additional information.

Page 3 of 4
Last Revised February 2017
APPLICATION

If for any reason the minor conditional use permit application requires review and consideration by the Monroe County Planning Commission, additional fees, mailing labels and copies of plans shall be required prior to item being scheduled for commission review.

* * * * * * * * *

The applicant/owner hereby acknowledges and agrees that any staff discussions or negotiations about conditions of approval are preliminary only, and are not final, nor are they the specific conditions or demands required to gain approval of the application, unless the conditions or demands are actually included in writing in the final development order or the final denial determination or order.

By signing this application, the owner of the subject property authorizes the Monroe County Planning & Environmental Resources staff to conduct all necessary site visits and inspections on the subject property.

I, the Applicant, certify that I am familiar with the information contained in this application, and that to the best of my knowledge such information is true, complete and accurate.

Signature of Applicant: ___________________________ Date: 07/12/2019

STATE OF Florida
COUNTY OF Monroe

Sworn to and subscribed before me this 12th day of July, 2019

by William B. Spellwood, Jr., who is personally known to me OR produced
(PRINT NAME OF PERSON MAKING STATEMENT)

_________________________ as identification.

Signature of Notary Public, State of Florida

Danyel Clynes

(Print, Type or Stamp Commissioned Name of Notary Public
My commission expires:

Send complete application package to:

Monroe County Planning & Environmental Resources Department
Marathon Government Center
2798 Overseas Highway, Suite 400
Marathon, FL 33050

Page 4 of 4
Last Revised February 2017
AGENT AUTHORIZATION FORM

Date of Authorization: 7 / 11 / 19

I hereby authorize _______________________________ to be listed as authorized agent representing _______________________________ for the application submission of _______________________________.

(List the Name and Type of applications for the authorization)

for the Property described as: (if in metes and bounds, attach legal description on separate sheet)

See Attached Survey and Legal Description Stock Island

Lot Block Subdivision Key (Island)
001441-00100000 (sender) 1158275 (sender)

Real Estate (RE) Number Alternate Key Number
5455 MacDonald Ave (sender) 5

Street Address (Street, City, State & Zip Code) Approximate Mile Marker

Authorized Agent Contact Information:

500 Fleming Street, Key West, Florida 33040

Mailing Address (Street, City, State and Zip Code)

305 294 5556 970 453 1546 305 924 0249
dcraig@spottswoodlaw.com and richard@spottswoodlaw.com

Work Phone Home Phone Cell Phone Email Address

This authorization becomes effective on the date this affidavit is notarized and shall remain in effect until terminated by the undersigned. This authorization acts as a durable power of attorney only for the purposes stated. The undersigned understands the risks and liabilities involved in the granting of this agency and accepts full responsibility for any and all of the actions of the agent named herein related to the processing of the services requested, application(s) and/or the acquisition of approvals/permits for the aforementioned applicant. The applicant(s) hereby indemnifies and holds harmless Monroe County, its officers, agents and employees for any damage to applicant caused by its agent or arising from this agency authorization.

Note: Agents must provide a notarized authorization from ALL current property owners.

Signature of Property Owner: _______________________________

Printed Name of Property Owner: Robert A. Spottswood

STATE OF Florida COUNTY OF Monroe

Sworn to and subscribed before me this 12th day of July, 2019,

by Robert A. Spottswood, who is personally known to me OR produced

(Date of ID Produced)

Signature of Notary Public: _______________________________

Print, Type or Stamp Commissioned Name of Notary Public

My commission expires: _______________________________

Last Revised October 2016
AGENT AUTHORIZATION FORM

Date of Authorization: 7 / 11 / 2019

I hereby authorize The Spottswood Law Firm - Donald Craig and/or William Spottswood Jr. and/or Richard McChesney to be listed as authorized agent representing SH Marinas 6000 LLC (receiver) for the application submission of TRE Application (List the Name and Type of applications for the authorization) for the Property described as: (if in metes and bounds, attach legal description on separate sheet)

See Attached Survey and Legal Description Stock Island
Lot 00127480-000000(receiver) Key (Island)
Block 1161667 (receiver)
Subdivision

Real Estate (RE) Number
506 Fleming Street Key West FL 33040 Alternate Key Number
Street Address (Street, City, State & Zip Code) 5

Authorized Agent Contact Information:

500 Fleming Street, Key West, Florida 33040

Mailing Address (Street, City, State and Zip Code)
305 294 9556 970 453 1546 305 924 0249 dcraig@spottswoodlaw.com and richard@spottswoodlaw.com

Work Phone Home Phone Cell Phone Email Address

This authorization becomes effective on the date this affidavit is notarized and shall remain in effect until terminated by the undersigned. This authorization acts as a durable power of attorney only for the purposes stated. The undersigned understands the risks and liabilities involved in the granting of this agency and accepts full responsibility for any and all of the actions of the agent named herein related to the processing of the services requested, application(s) and/or the acquisition of approvals/permits for the aforementioned applicant. The applicant(s) hereby indemnifies and holds harmless Monroe County, its officers, agents and employees for any damage to applicant caused by its agent or arising from this agency authorization.

Note: Agents must provide a notarized authorization from ALL current property owners.

Signature of Property Owner:

Printed Name of Property Owner: Robert A. Spottswood, Manager

STATE OF Florida COUNTY OF Monroe

Sworn to and subscribed before me this 12th day of July, 2019,

by Robert A. Spottswood, (Print Name of Person Making Statement)

(Type of ID Produced) as identification.

Signature of Notary Public

Print, Type or Stamp Commissioned Name of Notary Public

My commission expires: Last Revised October 2016
Entity Name: SH MARINAS 6000, LLC

Current Principal Place of Business:
506 FLEMING STREET
KEY WEST, FL 33040

Current Mailing Address:
506 FLEMING STREET
KEY WEST, FL 33040 US

FEI Number: 83-3708613
Certificate of Status Desired: No

Name and Address of Current Registered Agent:
SPOTTSWOOD, WILLIAM B JRL.
506 FLEMING STREET
KEY WEST, FL 33040 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Authorized Person(s) Detail:

Title: MGRM
Name: SH MARINAS MANAGER, LLC
Address: 506 FLEMING STREET
City-State-Zip: KEY WEST FL 33040

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: ROBERT A SPOTTSWOOD

PRESIDENT

05/06/2019
Electronic Articles of Organization  
For  
Florida Limited Liability Company

Article I
The name of the Limited Liability Company is:
SH MARINAS MANAGER, LLC

Article II
The street address of the principal office of the Limited Liability Company is:

506 FLEMING STREET
KEY WEST, FL. US 33040

The mailing address of the Limited Liability Company is:

506 FLEMING STREET
KEY WEST, FL. US 33040

Article III
The name and Florida street address of the registered agent is:

WILLIAM B SPOTTSWOOD JR.
506 FLEMING STREET
KEY WEST, FL. 33040

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Registered Agent Signature: WILLIAM B. SPOTTSWOOD, JR.
Article IV

The name and address of person(s) authorized to manage LLC:

Title: MGR
ROBERT A SPOTTSWOOD
506 FLEMING STREET
KEY WEST, FL. 33040 US

Signature of member or an authorized representative

Electronic Signature: ROBERT A. SPOTTSWOOD

I am the member or authorized representative submitting these Articles of Organization and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of the LLC and every year thereafter to maintain "active" status.
2019 FLORIDA LIMITED PARTNERSHIP ANNUAL REPORT
DOCUMENT# A11000000050
Entity Name: BANYAN GROVE RESIDENCES, LTD.
Current Principal Place of Business:
506 FLEMING STREET
KEY WEST, FL 33040

Current Mailing Address:
506 FLEMING STREET
KEY WEST, FL 33040 US

FEI Number: 45-3787220
Name and Address of Current Registered Agent:
SPOTTSWOOD, ROBERT A
506 FLEMING STREET
KEY WEST, FL 33040 US

Certificate of Status Desired: No

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

General Partner Detail :

Document # L11000006441
Name BANYAN GROVE RESIDENCES GP, LLC
Address 506 FLEMING STREET
City-State-Zip: KEY WEST FL 33040

Document # L11000134701
Name AHI BANYAN GROVE GP, LLC
Address 2121 CAMDEN RD, STE. B
City-State-Zip: ORLANDO FL 32803

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath, that I am a general partner of the limited partnership or the receiver or trustee empowered to execute this report as required by Chapter 630, Florida Statues, and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: ROBERT SPOTTSWOOD

AGENT 04/30/2019

Electronic Signature of Signing General Partner Detail

Date
Entity Name: BANYAN GROVE RESIDENCES GP, LLC

Current Principal Place of Business:
506 FLEMING STREET
KEY WEST, FL 33040

Current Mailing Address:
506 FLEMING STREET
KEY WEST, FL 33040 US

FEI Number: 45-5490261

Name and Address of Current Registered Agent:
SPOTTSWOOD, ROBERT A
506 FLEMING STREET
KEY WEST, FL 33040 US

Certificate of Status Desired: No

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Authorized Person(s) Detail:

Title: MGR
Name: SPOTTSWOOD, ROBERT A
Address: 506 FLEMING STREET
City-State-Zip: KEY WEST FL 33040

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 60B, Florida Statutes; and that my name appears above, or on an attachment with all other лица empowered.

SIGNATURE: ROBERT SPOTTSWOOD

Electronic Signature of Signing Authorized Person(s) Detail

MGR

04/30/2019
Pursuant to Section 101-6 of the Land Development Code, this form shall accompany land-use related applications. The intent is to disclose the identity of true parties in interest to the public, thereby enabling the public to ascertain which parties will potentially benefit.

Any person or entity holding real property in the form of a partnership, limited partnership, corporation, assignment of interest, trust, option, assignment of beneficial or contractual interest, or any form of representative capacity whatsoever for others, except as otherwise provided, shall, during application submittal for a specified application types, make a public disclosure, in writing, under oath, and subject to the penalties prescribed for perjury. Exemptions to the requirements of this section include the beneficial interest which is represented by stock in corporations registered with the federal securities exchange commission or in corporations registered pursuant to Chapter 517, Florida Statutes, whose stock is for sale to the general public.

This written disclosure shall be made to the planning director at the time of application. The disclosure information shall include the name and address of every person having a beneficial or contractual interest in the real property, however small or minimal.

- If the property is owned fee simple by an INDIVIDUAL, tenancy by the entirety, tenancy in common, or joint tenancy, list all parties with an ownership interest as well as the percentage of such interest. (Use additional sheets if necessary):

<table>
<thead>
<tr>
<th>Name and Address</th>
<th>% of Ownership</th>
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</table>

- If the property is owned by a CORPORATION, list the officers and stockholders and the percentage of stock owned by each. (Use additional sheets if necessary):

<table>
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</table>
- If the property is in the name of a TRUSTEE, list the beneficiaries of the trust with the percentage of interest. (Use additional sheets if necessary):

<table>
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<th>Name and Address</th>
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</table>

* In the case of a trust, the four largest beneficiaries must also sign the affidavit.

- If the property is in the name of a GENERAL or LIMITED PARTNERSHIP, list the name of the general and/or limited partners. (Use additional sheets if necessary):

<table>
<thead>
<tr>
<th>Name and Address</th>
<th>% of Ownership</th>
</tr>
</thead>
<tbody>
<tr>
<td>Banyan Grove Residences GP, LLC</td>
<td>0.005%</td>
</tr>
<tr>
<td>AHI Banyan Grove GP, LLC</td>
<td>0.005%</td>
</tr>
<tr>
<td>Wells Fargo Affordable Housing Community Development Corporation</td>
<td>99.99%</td>
</tr>
</tbody>
</table>

- If there is a CONTRACT FOR PURCHASE, with an individual or individuals, a Corporation, Trustee, or a Partnership, list the names of the contract purchasers below, including the officers, stockholders, beneficiaries, or partners. (Use additional sheets if necessary):

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* Please provide date of contract __________

- If any contingency clause or contract terms involve additional parties, list all individuals or officers, if a corporation, partnership, or trust. (Use additional sheets if necessary):

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By signing this form, the signer certifies that he or she is a person who is familiar with the information contained in the form, and that to the best of his or her knowledge such information is true, complete and accurate.

Printed Name / Signature of Person Completing Form: __________________________
State of Florida, County of Monroe

The foregoing instrument was acknowledged before me this 12th day of July, 2019, by __________________________. He/she is personally known to me or has produced _______________ as identification.

DANIEL CLYINES
Notary Public
My Commission Expires 03/2013
MONROE COUNTY, FLORIDA
PLANNING AND ENVIRONMENTAL RESOURCES DEPARTMENT

Disclosure of Interest

Pursuant to Section 101-6 of the Land Development Code, this form shall accompany land-use related applications. The intent is to disclose the identity of true parties in interest to the public, thereby enabling the public to ascertain which parties will potentially benefit.

Any person or entity holding real property in the form of a partnership, limited partnership, corporation, assignment of interest, trust, option, assignment of beneficial or contractual interest, or any form of representative capacity whatsoever for others, except as otherwise provided, shall, during application submittal for a specified application types, make a public disclosure, in writing, under oath, and subject to the penalties prescribed for perjury. Exemptions to the requirements of this section include the beneficial interest which is represented by stock in corporations registered with the federal securities exchange commission or in corporations registered pursuant to Chapter 517, Florida Statutes, whose stock is for sale to the general public.

This written disclosure shall be made to the planning director at the time of application. The disclosure information shall include the name and address of every person having a beneficial or contractual interest in the real property, however small or minimal.

- If the property is owned fee simple by an INDIVIDUAL, tenancy by the entirety, tenancy in common, or joint tenancy, list all parties with an ownership interest as well as the percentage of such interest. (Use additional sheets if necessary):

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<tr>
<td>SH Marinas 6000 Member, LLC</td>
<td>10%</td>
</tr>
<tr>
<td>KWHYC Investments, LLC</td>
<td>10%</td>
</tr>
<tr>
<td>KW Harbour VII-B, LLC</td>
<td>80%</td>
</tr>
<tr>
<td>Robert A. Spottswood, President</td>
<td>0%</td>
</tr>
<tr>
<td>William B. Spottswood, Vice-President</td>
<td>0%</td>
</tr>
<tr>
<td>John M. Spottswood, Jr., Vice-President</td>
<td>0%</td>
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</tbody>
</table>

03/2013
• If the property is in the name of a TRUSTEE, list the beneficiaries of the trust with the percentage of interest. (Use additional sheets if necessary):

<table>
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* In the case of a trust, the four largest beneficiaries must also sign the affidavit.

• If the property is in the name of a GENERAL or LIMITED PARTNERSHIP, list the name of the general and/or limited partners. (Use additional sheets if necessary):

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• If there is a CONTRACT FOR PURCHASE, with an individual or individuals, a Corporation, Trustee, or a Partnership, list the names of the contract purchasers below, including the officers, stockholders, beneficiaries, or partners. (Use additional sheets if necessary):

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* Please provide date of contract _____________________

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</table>

By signing this form, the signer certifies that he or she is a person who is familiar with the information contained in the form, and that to the best of his or her knowledge such information is true, complete and accurate.

Printed Name / Signature of Person Completing Form: __________________________

State of Florida, County of Monroe

The foregoing instrument was acknowledged before me this ______ day of ______, 2019, by __________________________. He/she is personally known to me or has produced as identification.

DANIEL CLYNE
MY COMMISSION: 12/03/19
EXPIRES: November 3, 2019
Bonded thru Notary Public Underwriters

Notary Public
My Commission Expires 03/2013
<table>
<thead>
<tr>
<th>ParcelID</th>
<th>OwnerName</th>
<th>OwnerAddress1</th>
<th>OwnerAddress2</th>
<th>OwnerCity</th>
<th>ZIP</th>
</tr>
</thead>
<tbody>
<tr>
<td>00124100-000000</td>
<td>CORAL HAMMOCK HOMEOWNERS ASSC INC</td>
<td>305 Whitehead St</td>
<td>Key West, FL 33040</td>
<td></td>
<td></td>
</tr>
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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 affirm that you have read and agree to the above statement.

Summary

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Owner

SH MARINAS LLC
506 Fleming St
Key West FL 33040

Valuation

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Commercial Buildings

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Interior Walls
Exterior Walls C.B.S.
Quality 400 
Roof Type GABLE/HIP 
Roof Material METAL 
Exterior Wall1 C.B.S. 
Exterior Wall2 C.B.S.
Foundation CONCRETE SLAB 
Interior Finish 
Ground Floor Area 
Floor Cover 
Full Bathrooms 4 
Half Bathrooms 0 
Heating Type 
Year Built 2008 
Year Remodeled 
Effective Year Built 2008 
Condition 
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OUF OP PRCH FIN UL 1,435 0 0 
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Quality 400 
Roof Type GABLE/HIP 
Roof Material METAL 
Exterior Wall1 C.B.S. 
Exterior Wall2 C.B.S. 
Foundation CONCRETE SLAB 
Interior Finish 
Ground Floor Area 
Floor Cover 
Full Bathrooms 3 
Half Bathrooms 0 
Heating Type 
Year Built 2008 
Year Remodeled 
Effective Year Built 2008 
Condition 
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OPF OP PRCH FIN LL 1,288 0 0 
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Quality 400 
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Roof Material METAL 
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Exterior Wall2 C.B.S. 
Foundation CONCRETE SLAB 
Interior Finish 
Ground Floor Area 
Floor Cover 
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Half Bathrooms 0
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08100437 3/5/2008 8/6/2008 $60,000 Commercial
07101988 12/12/2007 8/6/2008 $210,000 Commercial
07104239 10/30/2007 8/6/2008 $6,000 Commercial
07102102 10/12/2007 6/9/2008 $1,418,300 Commercial
07103104 10/12/2007 6/9/2008 $650,000 Commercial
07101987 9/26/2007 8/6/2008 $306,000 Commercial
07101989 9/26/2007 8/6/2008 $260,000 Commercial
07101996 9/26/2007 8/6/2008 $1,500,000 Commercial
07103048 9/26/2007 8/6/2008 $21,000 Commercial
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07104122 9/26/2007 8/6/2008 $240,000 Commercial
07103108 9/4/2007 8/6/2008 $300,000 Commercial
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06044138 9/21/2006 1/1/2001 $1,200 Commercial
0607075 7/25/2000 1/1/2001 $7,200 Commercial
99/2137 9/2/1999 12/30/2000 $20,000 Commercial
98-0478 10/1/1996 12/1/1996 $2,500 Commercial
95-1311 7/1/1996 12/1/1996 $57,000 Commercial

Fire Pump Houses 3 each
Fire Alarm System
AFFORDABLE 1 OF 3 HOUSING
Maintenance Dredging
#1 Boat Barn
#3 BOAT BARN
Dockmaster/Ship Store
Unit A SFR
New Club House
Affordable Housing 2 of 3 Units
Affordable Housing 3 of 3 Units
Unit B SFR
Unit C SFR
Seawall Repair Cap
Underground Storage Tanks
Club House Foundation Only
Boat Storage Bldg 1
Boat Bldg 3 Foundation only
Boat Bldg 2 Foundation only
Guest Suites
Ships Store
Ships Store Foundation only
SITE WORK ONLY C- PERMIT
DEMO 15,854 SF OF METAL, WOOD, AND CBS BLDG.
Driveway
ELEC MISC.
REPAIR 30' SEAWALL
INSTALL LIFT STATION
ROOFING
SLAB
ADDITION - COMMERCIAL

View Tax Info

View Taxes for this Parcel

Sketches (click to enlarge)
TRIM Notice

2018 Notices Only

No data available for the following modules: Buildings, Mobile Home Buildings, Exemptions.
This instrument prepared by
and return to:

Robert H. Gebaida, Esq.
BAKER & HOSTETLER LLP
2300 Sun Trust Center
200 South Orange Avenue
Post Office Box 112
Orlando, Florida 32802-0112
Telephone: (407) 649-4000

Parcel ID Nos.: 00127480-000000; 00127475-000132;
and 00127477-000101 through 00127477-000116;
and 00127477-000119; and 00127477-000121 through
00127477-000123; and 00127471-000120

Consideration: $34,033,000.00

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, made and executed on March 15, 2019, by Key West Marina Investments, L.L.C., a Florida limited liability company (hereinafter referred to as the “Grantor”), whose address is 1114 Avenue of the Americas, 39th Floor, New York, NY 10036, to SH Marinas 6000, LLC, a Florida limited liability company (hereinafter referred to as the “Grantee”), whose address is 506 Fleming Street, Key West, Florida 33040.

Wherever used herein the term “grantor” and “grantee” include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations, partnerships (including joint ventures, public bodies and quasi-public bodies)

WITNESSETH: THAT Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, bargain, sell, alienate, remise, release, convey, and transfer unto Grantee, all of that certain land lying and being in the County of Monroe, State of Florida, to-wit:

See Exhibit “A” attached hereto and made a part hereof by reference (hereinafter referred to as the “Property”).

TOGETHER with all buildings, structures, and improvements thereon and all of the rights, privileges, appurtenances, hereditaments, easements, reversions, and remainderers pertaining to or used in connection therewith, including, without limitation, all strips and gores, streets, alleys, easements, rights-of-way, public ways, or other rights appurtenant, adjacent, or connected thereto.

TO HAVE AND TO HOLD the same in fee simple forever, subject to (i) taxes for the year of this instrument and thereafter; (ii) zoning and other use restrictions, conditions, or requirements now or hereafter imposed by governmental authorities; and (iii) without re-imposing same, those matters appearing on Exhibit “B” attached hereto and by this reference made a part hereof ((i) through (iii), collectively, “Permitted Exceptions”).
FURTHER, Grantor hereby covenants with and warrants to Grantee that Grantor is lawfully seized of the Property in fee simple; and that Grantor has good, right and lawful authority to sell and convey the Property, and hereby specially warrants the title to the Property and will defend the same against the lawful claims of all persons whomsoever claiming by, through or under Grantor, but no one else, subject to the Permitted Exceptions.

[Signatures on following page.]
IN WITNESS WHEREOF, Grantor has caused this Special Warranty Deed to be duly executed as of the day and year first above written.

Signed, sealed and delivered in our presence:

Key West Marina Investments, L.L.C., a Florida limited liability company

By:

Name: Adam Matos
Title: Senior Vice President

State of New York
County of New York

The foregoing instrument was acknowledged before me this 7 day of March, 2019, by Adam Matos, as Senior Vice President of Key West Marina Investments, L.L.C., a Florida limited liability company, on behalf thereof. He is personally known to me, or [ ] produced as identification.

(Affix Notary Seal)

Jesus Rosado
Notary Public, State of New York
No. 01R06242246
Qualified in Bronx County
Commission Expires May 31, 2019
EXHIBIT A

Description of the Property

Parcel A:

On the island known as stock island and described according to George L. McDonald's plat of a part of said stock island, recorded in Plat Book Number one (1), Page 55, Monroe County, Florida public records, as follows:

Lots five (5) and six (6) in Block Sixty-one (61); together with any riparian rights thereunto belonging or in anywise appertaining. Also a parcel of bay bottom land in the Straits of Florida, South of and adjacent to Lots 5 and 6, Block 61 of the plat of stock island, Monroe County, Florida and being recorded in Plat Book 1, Page 55 of the public records of Monroe County, Florida, and being more particularly described by metes and bounds as follows:

Commencing at the Northwest corner of said Block 61 of the plat of stock island, bear East for a distance of 400.00 feet to a point; thence bear South for a distance of 255.20 feet to the point of beginning of the parcel of bay bottom land hereinafter described, said point of beginning also being on the shoreline of the straits of Florida; from said point of beginning, continue bearing South for a distance of 2178 feet, more or less, to a point; thence at right angles and East for a distance of 200 feet to a point; thence at right angles and North for a distance of 2178 feet, more or less, back to a point on the shoreline; thence meander to the shoreline in a Westerly direction for a distance of 200 feet, more or less, back to the point of beginning. Lying and being in Section 35, Township 67 South, Range 25 East, Monroe County, Florida.

Parcel B:

On the island known as stock island and described according to George L. McDonald's plat of a part of said stock island, recorded in Plat Book 1, Page 55 of the public records of Monroe County, Florida, as follows:

Lot 7 in Block 61, commencing at a point on Peninsular Avenue, 600 feet from the corner of Peninsular Avenue, and Maloney Avenue, running thence along Peninsular Avenue, in a Easterly direction 200 feet and extending back at both ends of said line and at right angles to said Peninsular Avenue, in a Southerly direction to the waters of the gulf.

Also,

A parcel of Submerged land in Hawk Channel in Section 36, Township 67 South, Range 25 East, Monroe County, Florida, more particularly described as follows:

Beginning at the Northeast corner of Lot 7, Block 61, of a plat titled "All Lots 1, 2, 3, 5, 6, Section 35; Lot 2 Section 36; Lot 3, Section 26; Lot 2, Section 34; Stock Island, Township 67 South, Range 25 East." Recorded in Plat Book 1, Page 55 of the public records of Monroe County, Florida, run East, for a distance of 420 feet. Thence run South for a distance of 820 feet, thence run West for a distance of 620 feet, thence run North, for a distance of 500 feet, more or less to the Southwest corner of said Lot 7, Block 61; thence meander the shoreline of said Lot 7, Block 61, in an Easterly and Northerly direction back to the point of beginning.

Parcel C:

A parcel of land, and a portion of a Harbor, located in Section 36, Township 67 South, Range 25 East,
Stock Island, Monroe County, Florida, and being more particularly described as follows:

Commence at the Southeasterly corner of Maloney Avenue and Peninsular Avenue, Stock Island, Monroe, County, Florida; thence East along the South right-of-way of Peninsular Avenue for 1220.12 feet; thence South 237.09 feet to the mean water line of Boca Chica Channel (Straits of Florida), as established on February 6-8, 1984 in accordance with Chapter 177, Part II of the laws of Florida (N.G.V.D. Elev. 0.78), and the point of beginning; thence meander said mean high water line in a Southeasterly and Southwesterly direction with the following metes and bounds; South 24° 04' 03" East for 41.69 feet; thence South 62° 38' 11" East for 19.12 feet; thence South 01° 41' 49" East for 10.59 feet; thence South 24° 28' 37" East for 28.04 feet; thence South 62° 09' 03" East for 39.39 feet; thence South 03° 24' 06" East for 30.50 feet; thence South 25° 36' 43" East for 159.75 feet; thence South 74° 09' 24" West for 41.92 feet; thence South 21° 26' 36" West for 57.27 feet; thence South 10° 09' 39" East for 15.15 feet; thence leaving said mean high water line, West for 93.01 feet; thence North 355.51 feet to the point of beginning.

Parcel D:

A line meandering the Riparian Upland parcel, which was filled prior to July 01, 1975, lying on and adjacent to the Straits of Florida in Section 36, Township 67 South, Range 25 East, Stock Island, Monroe County, Florida and being more particularly described as follows:

Commence at the Northwest corner of Lot 1, Block 61, "George L. McDonald's plat of Stock Island" according to the plat thereof, as recorded in Plat Book 1, Page 55 of the public records of Monroe County, Florida, said point also being the intersection of the Southerly right of way line of Peninsular Avenue and the Easterly right of way of Maloney Avenue; thence East along the said Southerly right of way line Peninsular Avenue for 1220.12 feet; thence South for 820.00 feet; thence North 90° 00' 00" West a distance of 253.94 feet to the mean high water line lying along a concrete seawall; thence West a distance of 270.51 feet to the mean high water line of the Straits of Florida and the point of beginning; thence meander the said mean high water line (elevation 0.78 as located on February 6-8, 1984) for the following metes and bounds thence South 06° 39' 55" East a distance of 13.57 feet; thence South 01° 24' 10" West a distance of 23.35 feet; thence South 22° 37' 25" West a distance of 26.52 feet; thence South 37° 58' 46" West a distance of 7.90 feet; thence South 20° 19' 26" West a distance of 38.26 feet; thence South 60° 38' 26" east a distance of 19.18 feet; thence South 06° 04' 23" West a distance of 15.61 feet; thence South 85° 05' 18" West a distance of 28.79 feet; thence South 21° 19' 54" West a distance of 49.92 feet; thence South 12° 39' 37" East a distance of 76.34 feet; thence South 41° 05' 57" East a distance of 57.42 feet; thence South 44° 50' 22" East a distance of 53.30 feet; thence South 68° 57' 35" East a distance of 41.86 feet; thence South 19° 23' 41" East a distance of 28.68 feet; thence South 52° 51' 02" East a distance of 48.91 feet; thence South 28° 11' 22" East a distance of 70.63 feet; thence South 68° 54' 31" East a distance of 43.30 feet; thence North 85° 00' 12" east a distance of 40.22 feet; thence North 86° 54' 27" east a distance of 66.20 feet; thence South 38° 57' 33" east a distance of 57.90 feet; thence North 76° 13' 35" East a distance of 58.49 feet; thence North 65° 57' 31" East a distance of 117.63 feet; thence North 59° 25' 13" East a distance of 97.46 feet; thence North 38° 31' 22" East a distance of 75.96 feet; thence North 38° 41' 03" East a distance of 43.44 feet; thence North 30° 02' 00" East a distance of 87.59 feet; thence North 30° 03' 15" East a distance of 86.15 feet; thence North 14° 41' 49" East a distance of 44.12 feet; thence North 63° 36' 44" West a distance of 32.35 feet; thence South 69° 54' 51" West a distance of 32.61 feet; thence South 22° 01' 01" West a distance of 40.70 feet; thence South 28° 05' 52" West a distance of 74.87 feet; thence South 31° 16' 23" West a distance of 105.45 feet; thence South 09° 58' 35" West a distance of 26.65 feet; thence South 59° 36' 51" West a distance of 52.92 feet; thence South 67° 51' 11" West a distance of 157.26 feet; thence South 68° 36' 57" West a distance of 49.19 feet; thence North 84° 43' 18" West a distance of 89.46 feet; thence North 61° 55' 36" West a distance of 116.39 feet; thence North 43° 05' 23" West a distance of 164.87 feet; thence North 24° 00' 54" West a distance of 53.88 feet; thence North 02° 23' 52" East a distance of 65.21 feet; thence north 04° 46' 21" East a distance of 59.18 feet; thence North 44° 47' 37" East a distance of 14.49
feet; thence North 87°05'57" East a distance of 7.84 feet; thence North 54°52'52" East a distance of 61.46 feet; thence North 45°22'45" East a distance of 43.01 feet; thence North 60°13'02" East a distance of 19.78 feet; thence North 76°17'21" East a distance of 15.54 feet; thence South 89°14'33" East a distance of 23.37 feet; thence South 76°01'39" East, a distance of 19.75 feet; thence North 83°30'30" East a distance of 7.49 feet; thence North 71°47'24" East a distance of 31.99 feet; thence North 68°11'08" East a distance of 30.92 feet; thence North 55°17'15" East a distance of 19.50 feet; thence South 33°18'08" East a distance of 3.93 feet; thence North 57°16'39" East a distance of 22.00 feet; thence North 36°35'34" West a distance of 9.58 feet; thence West for 270.51 feet to the point of beginning.

Parcel G:

A parcel of land in Section 36, Township 67 South, Range 25 East, Stock Island, Monroe County, Florida and being more particularly described as follows:

Commence at the Southeasterly corner of Maloney Avenue and Peninsular Avenue, Stock Island, Monroe County, Florida; thence East along the South right-of-way of Peninsular Avenue for 1,220.12 feet; thence South 592.60 feet to the point of beginning; thence continue South 227.40 feet to the mean high water line of Lagoon and Boca Chica Channel (Straits of Florida), as established on Feb 6-8, 1984 in accordance with Chapter 177, Part II of the Laws of Florida (N.G.V.D., Elev 0.78); thence meander said mean high water line in a Southeasterly, Easterly, and Northerly direction with the following metes and bounds; South 80°38'33" East for 26.87 feet; thence South 73°46'26" East for 57.64 feet; thence South 35°25'39" East for 37.75 feet; thence North 85°49'19" East for 28.40 feet; thence North 15°18'51" East for 32.71 feet; thence North 06°19'23" East for 59.65 feet; thence North 09°19'59" West for 13.07 feet; thence North 23°55'47" West for 36.82 feet; thence North 17°54'54" West for 89.86 feet; thence North 10°09'40" West for 54.51 feet; thence leaving said mean high water line, West for 93.01 feet to the point of beginning.

Less and except Key West Harbour Condominium (f/k/a Key West Harbour Yacht Club, a Condominium), pursuant to Amended and Restated Declaration of Condominium for Key West Harbour Condominium, and any exhibits annexed thereto, recorded in Official Records Book 2632, Page 1581, and First Amendment to Amended and Restated Declaration of Condominium recorded in Official Records Book 2762, Page 1534, according to the public records of Monroe County, Florida.

AND

UNIT WS-32 AND UNIT B1-L1-20 OF KEY WEST HARBOUR CONDOMINIUM (F/K/A KEY WEST HARBOUR YACHT CLUB, A CONDOMINIUM), PURSUANT TO AMENDED AND RESTATED DECLARATION OF CONDOMINIUM FOR KEY WEST HARBOUR CONDOMINIUM, AND ANY EXHIBITS ANNEXED THERETO, RECORDED IN OFFICIAL RECORDS BOOK 2632, PAGE 1581, AND FIRST AMENDMENT TO AMENDED AND RESTATED DECLARATION OF CONDOMINIUM RECORDED IN OFFICIAL RECORDS BOOK 2762, PAGE 1534, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA, TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS APPURTENANT THERETO, AS SET FORTH IN THE SAID DECLARATION.
EXHIBIT B

Permitted Exceptions

1. Taxes and assessments for the year 2019 and subsequent years, which are not yet due and payable.

2. Oil, gas and mineral reservations contained in Deed No 21117 from the Trustees of the Internal Improvement Fund of Florida, dated January 13, 1956, recorded January 23, 1956 in Book 53, page 327. Note: The right of entry has been released pursuant to §270.11 F.S.

3. Oil, gas and mineral reservations contained in Deed No 20903 from the Trustees of the Internal Improvement Fund of Florida, dated June 13, 1957, recorded March 24, 1969 in Book 427, page 1063. Note: The right of entry has been released pursuant to §270.11 F.S.

4. Oil, gas and mineral reservations contained in Deed No 26595 from the Trustees of the Internal Improvement Fund of Florida, dated January 28, 1986, recorded February 11, 1986 in Book 965, page 1029, as corrected by deed dated June 24, 1986, recorded July 14, 1986 in Book 981, page 544. Note: The right of entry has been released pursuant to §270.11 F.S.

5. License Agreement dated December 31, 1985, by and between E. J. Ming, Jr., Robert N. Ming and Donald L. Ming, doing business as Ming Partnership No. 2 and the State of Florida, Department of Natural Resources recorded February 11, 1986 in Book 965, page 1119.

6. Resolution No. 265-2004 of The Board of County Commissioners of Monroe County, Florida, Relating To The Provision of Wastewater Capacity; Imposing Annual Wastewater Assessments; Approving The Non-Ad Valorem Assessment Roll; Providing For Collection of The Waste Water Assessments, together with Utility Agreement and Consent and Acknowledgement; And Providing An Effective Date, recorded June 23, 2005 in Book 2126, page 511.

7. Planning Commission Resolution No. P11-07 Approving the request for an amendment to a Major Conditional Use Permit to Redevelop the Existing Marina as recorded May 25, 2007 in Book 2297, Page 789.


9. Easement granted to The Utility Board of the City of Key West, Florida by instrument recorded April 29, 2008 in Book 2358, Page 628.


11. Monroe County Moderate Affordable Housing Restrictive Covenant as set forth in instrument recorded June 6, 2008 in Book 2365, Page 351.

12. Deed of Conservation Easement granted to Board of Trustees of the Internal Improvement Trust Fund of the State of Florida by instrument recorded June 6, 2008 in Book 2365, Page 486, an Corrective Deed of Conservation Easement recorded October 31, 2008 in Book 2386, Page 1972. (As to fee lands only)
13. Master Declaration of Covenants and Easements and Agreement for Shared Use for Key West Harbour, which contains provisions for a private charge or assessments, recorded June 7, 2013 in Book 2632, Page 1538, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

14. Terms, provisions, restrictive covenants, conditions, reservations, rights, duties and easements contained in Certificate of Amendment Amended and Restated Declaration of Condominium for KEY WEST HARBOUR CONDOMINIUM, and any Exhibits annexed thereto, including, but not limited to, provisions for a private charge or assessments, recorded June 7, 2013 in Book 2632, Page 1581, as amended by: Certificate of Recording recorded August 6, 2013 in Book 2643, Page 904, and First Amendment to Amended and Restated Declaration of Condominium recorded September 29, 2015 in Book 2762, Page 1534 (as to Unit WS-32 and Unit B-1-L1-20 of Key West Harbour Condominium only).

15. Terms and conditions of the Sovereignty Submerged Lands Lease between the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida and Key West Marina Investments, LLC, a Florida limited liability company, as recorded October 29, 2018, in Book 2933, Page 1860, and as amended by Sovereignty Submerged Lands Lease Assignment to Reflect Change of Upland Ownership OR New Sovereignty Submerged Lands Lease, in favor of Grantee, to be recorded.


17. Terms and conditions of existing unrecorded lease with Boat Services Group, LLC, under that certain Restatement of Service Area Lease dated July 1, 2013, as amended, with no rights of purchase; and all rights of lessee and any parties claiming through the lessee under the lease.

18. Terms and conditions of existing unrecorded lease with Michael Gavito and Jo McKinney under Rental Agreement dated 1-1-2018, and as amended by Rental Agreement Addendum 2 dated November 26, 2018, as amended, with no rights of purchase; and all rights of lessee and any parties claiming through the lessee under the lease.

19. Terms and conditions of existing unrecorded lease with the U.S. Government dated May 1, 2018, for one (1) boat slip, with no rights of purchase; and all rights of lessee and any parties claiming through the lessee under the lease.
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

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Owner

BANYAN GROVE RESIDENCES LTD
506 Fleming St
Key West FL 33040

Valuation

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Buildings

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- **Perimeter:** 348
- **Depreciation %:** 8
- **Exterior Walls:** CUSTOM
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**Building ID:** 5755

- **Style:** APTS-B/03B
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- **Condition:** GOOD
- **Perimeter:** 348
- **Depreciation %:** 8
- **Exterior Walls:** CUSTOM
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  - **Bedrooms:** 0
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### Interior Walls

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**Building ID:** 5748  
**Style:**  
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**Gross Sq Ft:** 3996  
**Finished Sq Ft:** 3780  
**Stories:** 2 Floor  
**Condition:** GOOD  
**Perimeter:** 388  
**Functional Obs:** 0  
**Economic Obs:** 0  
**Depreciation %:** 8  
**Exterior Walls**  
**Year Built:** 2013  
**EffectiveYearBuilt:** 2013  
**Foundation:**  
**Roof Type:**  
**Roof Coverage:**  
**Flooring Type:**  
**Heating Type:**  
**Bedrooms:** 0  
**Full Bathrooms:** 8  
**Half Bathrooms:** 0  
**Grade:** 350  
**Number of Fire Pl:** 0

### Interior Walls

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**Grade:** 350  
**Number of Fire Pl:** 0
Building ID 5779
Style
Building Type APTS-B/03B
Gross Sq Ft 3996
Finished Sq Ft 3780
Stories 2 Floor
Condition GOOD
Perimeter 388
Functional Obs 0
Economic Obs 0
Depreciation % 8
Interior Walls
Exterior Walls CUSTOM
Year Built 2013
Effective Year Built 2013
Foundation
Roof Type
Roof Coverage
Flooring Type
Heating Type
Bedrooms 0
Full Bathrooms 8
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Grade 350
Number of Fire Pl 0

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View Tax Info

View Taxes for this Parcel

Sketches (click to enlarge)
SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, made and given this 18th day of December, 2012, by and between BANYAN GROVE DEVELOPMENT CORPORATION, a Florida corporation, with an address of 506 Fleming Street, Key West, Florida 33040 (hereinafter called the "Grantor") and BANYAN GROVE RESIDENCES, LTD., a Florida limited partnership, with an address of 506 Fleming Street, Key West, Florida 33040 (hereinafter called the "Grantee").

WITNESSETH:

That the Grantor, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to said Grantor, in hand paid by the Grantee, the receipt of which is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain piece, parcel or tract of land lying and being in the County of Monroe, State of Florida, more particularly described as follows:

See Exhibit "A" attached hereto and incorporated herein by this reference.

This conveyance is also subject to the following:

See Exhibit "B" attached hereto and incorporated herein by this reference.

This conveyance is also subject to the following:

Grantor hereby reserves and retains for itself any and all rights set forth in that certain Development Agreement recorded on January 27, 2011 in Official Records Book 2502, Page 607 of the Public Records of Monroe County, Florida ("Development Agreement"), related to the transfer of forty-eight (48) market rate permanent residential Rate of Growth Ordinance exemptions to one or more individual single-family lots in the unincorporated Lower Keys and the transfer to one or more appropriately zoned locations in the Lower Keys of all or portions of the 14,219 square feet of Nonresidential Rate of Growth Ordinance exemptions (collectively, the "Retained Rights"),
This conveyance is further subject to the Grantee's obligation to cooperate in good faith with the Grantor to effectuate the purpose and intent of Grantor's reservation and retention of the Retained Rights, and the Grantee agrees to execute and deliver such further documents, and take such further actions, as may be reasonably necessary to effectuate Grantor's ownership of the Retained Rights.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all claiming by, through or under the Grantor.

[Signature Page Follows]
IN WITNESS WHEREOF, the Grantor has caused these presents to be executed the day and year first above written.

Signed, sealed and delivered in the presence of:

BANYAN GROVE DEVELOPMENT CORPORATION, a Florida corporation

By: John M. Spottiswood, Jr.
As its: President

STATE OF FLORIDA
COUNTY OF MONROE

The foregoing instrument was acknowledged before me this 19 day of December, 2012, by John M. Spottiswood, Jr., as President of BANYAN GROVE DEVELOPMENT CORPORATION, a Florida corporation, on behalf of the corporation. He is [X] personally known to me or [ ] has produced _____________________________ as identification.

(Notary Signature)

(Notary Name Printed)
EXHIBIT "A"
Legal Description

Parcel A:

A parcel of land on Stock Island, Monroe County, Florida, being all of Lots 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16 and portions of Lots 4 and 17, of Square 29, as shown on STOCK ISLAND MALONEY SUBDIVISION, as recorded in Plat Book 1, at Page 55, of the Public Records of the said Monroe County; said parcel being described by metes and bounds as follows:

Commence at the Southwest corner of the said Square 29 and run thence East along the South boundary line of the said Square for a distance of 196.0 feet to the Point of Beginning of the parcel of land herein described; thence North and parallel with the East boundary of the said Square for a distance of 80.0 feet; thence West and parallel with the South boundary of the said Square for a distance of 30.0 feet; thence North and parallel with the East boundary line of the said Square for a distance of 167.26 feet to a point on the North boundary line of said Square; thence North 78º58'03" East along the said North boundary line of the said Square for a distance of 8.4 feet to a point of deflection; thence East and continuing along the said North boundary line of the said Square for a distance of 326.0 feet to the Northeast corner of the said Square; thence South along the East boundary of the said Square for a distance of 250 feet to the Southeast corner of said Square; thence West along the South boundary line of the said Square for a distance of 304.0 feet back to the Point of Beginning.

And

Parcel B:

A parcel of land on Stock Island, Monroe County, Florida, and being Block 26 and a portion of East Laurel Avenue, both as shown on STOCK ISLAND MALONEY SUBDIVISION, as recorded in Plat Book 1, Page 55, of the Public Records of the said Monroe County; said parcel being described by the metes and bounds as follows:

Begin at the intersection of the West right of way line of Fourth Street with the South right of way line of East Laurel Avenue and run thence West along the South right of way line of the said East Laurel Avenue for a distance of 326 feet, more or less, to the Southeasterly right of way line of Highway U.S. No. 1; thence Northeasterly along theSoutheasterly right of way line of the said Highway U.S. No. 1 for a distance of 340 feet, more or less, to the Northeast corner of the said Block 26, said Northeast corner of the said Block 26 being North of the Point of Beginning; thence South for a distance of 90 feet, more or less, back to the Point of Beginning.

And

Parcel C:
A portion of Lot 17, Square 29, as shown on the plat of STOCK ISLAND MALONEY SUBDIVISION as recorded in Plat Book 1, at Page 55, of the Public Records of Monroe County, Florida and being more particularly described by metes and bounds as follows:

Commence at the Southwest corner of the said Square 29; thence North 89°57'56" East along the Northerly right of way line of MacDonald Avenue for 196.00 feet to the Point of Beginning; thence North 00°02'04" West for a distance of 80.00 feet; thence South 89°57'56" West for a distance of 30.00 feet; thence South 00°02'04" East for a distance of 80.00 feet to the said Northerly right of way line of MacDonald Avenue; thence North 89°57'56" East along the said Northerly right of way line of MacDonald Avenue for 30.00 feet to the Point of Beginning.

And

Parcel One:

That portion of Fourth Street, Stock Island, Monroe County, Florida, lying between the North right of way line of MacDonald Avenue and the South right of way line of U.S. Highway No. 1 more particularly described as follows:

Begin at the Southeast corner of Lot 11, Block 29, Plat Book 1, Page 55, as found in the Public Records of Monroe County, Florida; thence North 00°19'00" East along the Easterly property lines of Lots 11 and 10, Block 29 and the Easterly line of that parcel on East Laurel Avenue abandoned by Monroe County Resolution 294-1989 and the Easterly property line of Block 26 to a point on the Southerly right of way line of U.S. Highway No. 1; thence North 81°15'35" East a distance of 25.32 feet along the Southerly right of way line of U.S. Highway No. 1 to a point; thence South 00°19'00" West a distance of 337.31 feet, along the centerline of Fourth Street to a point; thence North 89°41'00" West a distance of 25 feet along the North right of way line of MacDonald Avenue to the Point of Beginning.
EXHIBIT "B"

1. Taxes and assessments for the year 2013 and subsequent years, which are not yet due and payable.

2. Any claim that any portion of the insured land is sovereign lands of the State of Florida, including submerged, filled or artificially exposed lands accreted to such land.

3. Easement to the Utility Board of the City of Key West, Florida recorded in Official Records Book 438, Page 909, Public Records of Monroe County, Florida. (as to Parcels A and C)


6. Easement to the Utility Board of the City of Key West, Florida recorded in Official Records Book 1711, Page 889, Public Records of Monroe County, Florida. (as to Parcel 1)


DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is entered into on the 19th day of January, 2011, by and between MONROE COUNTY, a political subdivision of the State of Florida ("Monroe County"); and BANYAN GROVE DEVELOPMENT CORPORATION, a subsidiary of SPOTTSWOOD PARTNERS, INC. ("Spottswood").

WITNESSETH:

The Parties hereto (the "Parties") hereby agree as follows:

I. RECITALS

A. Banyan Grove Development Corporation, a subsidiary of Spottswood Partners, Inc. owns a parcel of land known as "Banyan Grove" located on Stock Island, adjacent to Key West, Monroe County, Florida, at mile marker 5 of US Highway 1 fronting on MacDonald Avenue and US Highway 1, with access to and from the site from MacDonald Avenue (the "Property"), the legal description of which is contained in Exhibit A—Survey of the Banyan Grove Property, attached hereto and made a part hereof (the "Survey").

B. Spottswood has the authority to enter into this Agreement through Florida Statutes Chapter 163 and the sole and undivided ownership of the Property.

C. The Monroe County Year 2010 Comprehensive Plan (the "Comprehensive Plan") designates all the parcels of the Property as "Mixed Use/Commercial" on its Future Land Use Map. The County Land Use District map designation for the Property is "Mixed Use" (MU).

D. Historically, the Property was used as a Mobile Home Park with 51 Residential Rate of Growth Ordinance (ROGO) exemptions for permanent dwelling units recognized by Monroe County in its Development Order 02-1989, later reaffirmed in Planning Commission Resolutions P04-03, attached hereto as Exhibit B, and P32-05. Resolution P04-03 also recognized 14, 219 square feet of Non Residential Rate of Growth Ordinance (NROGO) exempt non-residential floor area as vested to the site.

E. Monroe County Planning Commission Resolution P32-05 has been determined by Monroe County in correspondence dated September 10, 2010, attached hereto as Exhibit C, to be in full force and effect until April 27, 2013 unless otherwise extended. Resolution P32-05 authorizes the development of 46 market rate permanent dwelling units and accessory uses on the Property.

F. The conceptual site plan, which illustrates the development of the Property for affordable housing, is attached hereto as Exhibit D.

G. Section 130-161.1 of the Monroe County Land Development Regulations ("Land Development Regulations") encourages the redevelopment of mobile home sites and contiguous

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property under common ownership to encourage the establishment/preservation of affordable housing in exchange for the ability to transfer an equal or lesser number of market rate permanent residential unit ROGO exemptions off site to eligible receiver sites.

H. Section 163.3220, Florida Statutes, authorizes Monroe County to enter into agreements with landowners and/or governmental agencies to encourage a stronger commitment to comprehensive and capital facilities planning, ensure the provision of adequate public facilities for development, encourage the efficient use of resources, and reduce the economic cost of development.

I. This Agreement, among other things, is intended to and shall constitute a development agreement among the Parties pursuant to the Florida Local Government Development Agreement Act, Section 163.3223, et seq., Florida Statutes (the “Act”).

J. Both Monroe County and Spottswood recognize that the public noticing and hearing procedures shall follow the requirements of F.S. 163.3225, which require public hearings before the Planning Commission and the Board of County Commissioners for consideration of a development agreement.

K. Monroe County finds that entering into this Agreement furthers the purposes, goals, objectives, and policies of the Comprehensive Plan which contains objectives and policies that seek to encourage the provision of affordable housing through incentive programs and changes to the Land Development Regulations and the residential dwelling permit allocation system. (Objective 601.2, Policy 601.1.12 and Objective 601.6).

II. PURPOSE

The overall purpose of this Agreement is to allow the County and Spottswood to implement the provisions of Monroe County Code Section 130-161.1 as applied to the Property in order to supply needed affordable housing in the unincorporated Lower Keys and to allow for a reasonable use of the Property by allowing the transfer of market rate permanent residential ROGO exemptions lawfully associated with the Property to eligible receiver sites in the unincorporated Lower Keys.

III. AGREEMENT REQUIREMENTS

The Parties recognize the binding effect of Sections 163.3220-163.3243, Florida Statutes, as to the form and content of this Agreement and in accordance therewith set forth and agree to the following:

A. **Legal Description and Ownership.** The legal description for the Property subject to this Agreement is set forth in Exhibit A.

B. **Duration of Agreement.** This Agreement shall remain in effect for ten (10) years from the “Effective Date” as defined herein, and may be extended by mutual consent of the Parties and approval at a public hearing, in accordance with Florida Statutes Section 163.3229 (2007). For the duration of this Agreement, the

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Parties agree that any development shall comply with and be controlled by this Agreement, the Monroe County Code, and the Monroe County Comprehensive Plan governing the development of the land in effect on the date of execution of this Agreement, in accordance with Section 163.3220, Florida Statutes.

C. **Permitted Uses.**
   1. In accordance with this Agreement and with the Mixed Use (MU) Land Use district, the permitted uses for Property include: forty eight (48) two and three-bedroom affordable housing units, accessory recreational uses, a minimum of 72 parking spaces, and an 800 square foot project management office which will be a portion of the one unit rented to the manager of the project.
   2. The unit density of the Property is 20 units per gross acre. While this density is representative of the existing residential entitlements recognized as per Monroe County Development Order 02-1989 and is in excess of the 18 units per buildable acre maximum allowed by the current Land Development Regulations, the density of lawful dwelling units is not considered nonconforming in accordance with Section 130-163 of the Monroe County Code. Specifically, this section states "Notwithstanding the provisions of sections 130-157, 130-158, and 130-162, the owners of land upon which a lawfully established dwelling unit, mobile home, or transient residential unit exists shall be entitled to one dwelling unit for each type of dwelling unit in existence before January 4, 1996. Such legally-established dwelling unit shall not be considered as a nonconforming use."

D. **Public Facilities.** There are no impacts on public facilities, since the number of lawfully approved units is derived from pre-existing mobile homes and commercial floor area is not increased by approval and application of this Agreement. The number of units and the commercial floor area were recognized in the planning for the sewage treatment plant serving this area of Stock Island and the units and floor area were accounted for as existing in the data base prepared for the Monroe County 2010 Comprehensive Plan.
   1. The Florida Keys Aqueduct Authority provides domestic potable water to the Property. The Florida Keys Aqueduct Authority will individually meter each unit.
   2. Electric service is provided by Keys Energy Services to the Property, and each unit will be individually metered.
   3. Solid waste service is provided to the Property by a solid waste collection system franchised by Monroe County.
   4. The Property will connect to central sewer via the Key West Resort Utilities system available to Stock Island properties.

E. **Reservation or Dedication of Land.** There is no reservation or dedication of land for public purpose contemplated by this Agreement.

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F. Development Allowed. The following specific criteria are those which will guide the development of the Property and are the standards by which any further approvals shall be measured and shall be as follows:

1. To allow Spottwood to design and construct 48 two and three-bedroom affordable housing units, associated accessory uses and an office to serve only the residents on the Property subject to and only after obtaining approval from Monroe County of a major deviation to the existing unexpired major conditional use approval stipulated in Monroe County Planning Commission Resolution P32-05, as extended by Resolution P24-08 and Florida S.B. 360 and H.B. 1752 applications. The design shall be of a height as defined in the Monroe County Code of no greater than 35 feet.

2. To allow Spottwood to transfer 48 market rate permanent residential ROGO exemptions to one or more individual single-family lots in the unincorporated Lower Keys. A minor conditional use permit shall be required for each receiver site. If a receiver site receives multiple ROGO exemptions, only a single minor conditional use permit shall be required. The Growth Management Division of Monroe County shall track the transfer of all ROGO exemptions by the assignment of unique tracking numbers, which shall be assigned as each receiver site is identified and approved.

3. To allow Spottwood to transfer to one or more appropriately zoned locations in the Lower Keys all or portions of the 14,219 square feet of NROGO exemptions recognized by Monroe County Planning Commission Development Order 02-1989, later re-affirmed in Planning Commission Resolutions P04-03 and P32-05, subject to current regulations pertaining to off-site transfer of non-residential floor area and eligible receiver sites and at a minimum each transfer shall be documented with a minor conditional use permit for each receiver site.

4. To give without further process to Monroe County the three remaining of the 51 market rate residential ROGO exemptions on the Property recognized by Monroe County Resolutions P04-03 and P32-05, at the time of issuance of the certificates of occupancy for all of the affordable units on the Property for use in administrative relief or beneficial use determinations.

5. To allow Spottwood to obtain 48 affordable ROGO allocations from Monroe County from existing and/or future allocations of affordable ROGO allocations in order to build the 48 units in one phase with construction complete not later than the end of 2014.

6. To allow Spottwood to allocate all of the 48 units to be constructed to allow rental use only of the units for the very low and low income categories identified in Section 130-161.1(2)(c)(1)(4) with a qualifying income not to exceed 60% of the Monroe County median income rather than allocating any units to the median and moderate income categories as may be allowed by the Monroe County Board of County Commissioners as per the subsection listed above.
7. Eligible Building Permit fees charged at the time of permitting shall be waived for the construction of the affordable housing.
8. To allow Spotswood to obtain from Monroe County a waiver of impact fees for the 48 affordable housing units as allowed by Section 130-160.1(5) a in recognition that the 51 residential dwelling unit ROGO exemptions derived from pre-existing units long in place before the Monroe County impact fees ordinance became effective in 1986.

G. Development and Affordable Housing Standards. The development standards shall be determined by the application of the standards contained in the Monroe County Land Development Regulations as determined by the approval of a deviation to the existing major conditional use for the Property and by the granting of the minor conditional use permits for the transfer of ROGO allocations and exemptions to and from the Property as required by Monroe County Code section 130-161.1. Further, the following specific standards shall apply to the development of the affordable housing units on the Property and to the units enabled by the transfer of the market rate ROGO exemptions, however the County and Spotswood recognize that no housing for sale shall be provided on the Property; all affordable units shall be for rental only. Rentals shall be only to those persons at the low and very low income levels making not more than 60% of the median income for Monroe County.

1. No market rate ROGO exemptions for transfer offsite shall be awarded until an affordable housing ROGO allocation is awarded to the sender site and certificates of occupancy are received for the corresponding number of deed restricted affordable units constructed on the Property.
2. If Spotswood has not transferred the entire market rate ROGO exemptions offsite by the termination or expiration of this Agreement, all such remaining un-transferred market rate ROGO exemptions shall become the property of Monroe County to be utilized for the purpose of administrative relief.
3. Monroe County impact fees for dwelling units built with the ROGO exemptions transferred from the property shall not be waived.
4. Tourist housing use or vacation rental use of the affordable housing units established on the Property shall not be allowed.
5. All of the redeveloped housing units transferred to a receiver site shall:
   a. Remain in the same planning sub-district as the original sender site(s).
   b. Be located in a Tier III designated area.
   c. Not propose clearing of any portion of an upland native habitat patch of one acre or greater in size.
   d. Not be located in a velocity (V) zone.
6. All units maintained at the sender site under this Development Agreement and the Monroe County Affordable housing incentive program shall comply with the following affordability criteria:
   a. Rental Affordable Housing Units. Rents of sender site units, not including utilities, and income limits for resulting deed restricted affordable dwelling units shall follow:

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i. Very Low Income. Represents 28% of the median income; or
ii. Low Income. Represents 60% of the median income; or
iii. Definitions follow:
   (a) Median income, rental rates, and qualifying income tables means eligibility requirements compiled each year by the planning department based upon the median annual household income published for the county on an annual basis by the U.S. Department of Housing and Urban Development and similar information for median and moderate income levels from the Florida Housing Finance Corporation. Affordable housing eligibility requirements for each household will be based upon median annual household income adjusted by family size, as set forth by the U.S. Department of Housing and Urban Development and the Florida Housing Finance Corporation. The county shall rely upon this information to determine maximum rental rates and maximum household incomes eligible for affordable housing rental or purchase.
   (b) Monthly median household income means the median annual household income for the county divided by 12.
iv. The monthly rental amounts shall be in compliance with the Low Income Housing Tax Credit (LIHTC) maximum rental rates.

7. At the time of a new rental for an affordable unit, the total income of households eligible to rent shall not exceed the same income limits of the category in which they were originally awarded.

8. All units designated by this development agreement as deed restricted affordable housing shall comply with hurricane standards established by the Florida Building Code and habitability standards established under the Florida Landlord and Tenant Act. Compliance with this provision shall be accomplished prior to the issuance of a building permit for the transferred market rate ROGO exemption and after the deed restricted affordable housing unit is fully restricted and in compliance with this provision.

9. Not more than 50% of the existing affordable housing allocations currently available in the County shall be used for affordable housing allocations at the Property, unless approved by the Board of County Commissioners (BOCC). For the County to monitor receipt of the affordable housing ROGO allocations, Spottswood and the County agree that the BOCC may approve the allocation reservation by resolution concurrent with this development agreement. The resolution and any other resolutions concerning ROGO reservations shall be the controlling documents concerning the allocation reservations and supersede any provisions of this Agreement. It is intended that the initial Resolution be consistent with Section 138-24 of the Monroe County Code as follows: a. Reservation criteria of affordable housing allocations.
i. The BOCC reserves 48 affordable ROGO allocations for award to Spotswood for the use on the Property until February 1, 2012.

ii. Building permits for the affordable units shall be obtained by February 1, 2012.

iii. The Board of County Commissioners may, at its discretion, place conditions on any reservation as it deems appropriate. These reservations may be authorized by the Board of County Commissioners for affordable units participating in the Florida State Housing Financing Agency tax credit program or using other public financing vehicles.

b. Relinquishment of affordable housing ROGO allocations. If Spotswood does not comply with reservation and construction deadline criteria within this Agreement or in the ROGO allocation reservation resolution(s), it shall forfeit the affordable housing ROGO allocation awards and the affordable ROGO allocation awards shall be cycled back through the ROGO system for award to an alternate recipient.

c. Nothing herein shall prohibit Spotswood from applying for an extension to the ROGO allocation Reservation, but the County is not obligated under any circumstances to give such extension.

H. Finding of Consistency. By entering into this Agreement, Monroe County finds that the development permitted or proposed herein is consistent with and furthers Monroe County's Comprehensive Plan and Land Development Regulations.

I. Affordable Housing Deed Restriction and Length. This Agreement is and hereby constitutes a deed restriction on the Property for a period of not less than ninety-nine (99) years for affordable housing units for the income limits as prescribed above. At the County’s request, Spotswood shall file an additional deed restriction in the format and as approved by the Planning Director and County Attorney.

J. Breach, Amendment, Enforcement, and Termination.
1. Material Breach. A material breach by Spotswood occurs if all 48 units of affordable housing are not built and in receipt of a certificate of occupancy. A material breach by Monroe County occurs upon Monroe County's failure to comply with the terms of this Agreement after Notice as provided in following Subsection III.J.2.

2. Notice. Upon either Party's material breach of the terms and conditions of this Agreement, the other party shall serve written notice on and shall provide the opportunity, within ninety (90) days, to propose a method of fulfilling the Agreement's terms and conditions or curing the breach. Both Parties shall be provided an additional 90 days to cure the material breach or to negotiate an amendment to this Agreement within a reasonable time, as mutually agreed to by the Parties.
3. **Amendment or Termination.** The Parties hereto shall at all times adhere to the terms and conditions of this Agreement. Amendment, termination, extension, or revocation of this Agreement shall be made in accordance with the notification and procedural requirements set forth herein.
   a. Amendments to this Agreement shall subject Spottswood to the laws and policies in effect at the time of the amendment only if the conditions of Section 163.3233(2), Florida Statutes, are met.
   b. No modifications, extensions, amendments, or alterations of the terms or conditions contained herein shall be effective unless contained in a written document approved and executed by Monroe County and Spottswood.
   c. Amendment, extension or termination shall require at least two (2) public hearings. The hearings shall be held pursuant to an application filed with Monroe County by the Party seeking to amend or terminate this Agreement, along with the requisite filing fee. Notice of public hearing shall be in accordance with Monroe County Ordinances and Florida Statutes.

4. **Enforcement.**
   a. After notice and an opportunity to respond and/or cure the material breach as provided for below. In addition, Monroe County may utilize appropriate code enforcement remedies to cure any breach after notice and an opportunity to cure as provided herein.
   b. Monroe County, Spottswood, their successors or assigns, or any aggrieved or any adversely affected person as defined in Section 163.3215(2), Florida Statutes, may file an action for injunctive relief in the Circuit Court of Monroe County to enforce the terms of this Agreement or to challenge compliance with the provisions of Sections 163.3243, Florida Statutes.
   c. Nothing contained herein shall limit any other powers, rights, or remedies that either party has, or may have in the future, to enforce the terms of this Agreement.

K. **State and Federal Law.** If State or Federal laws enacted after the effective date of this Agreement preclude either Party’s compliance with the terms of this Agreement, this Agreement shall be modified as is necessary to comply with the relevant State or Federal laws.

L. **Compliance with Other Laws.** The failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve Spottswood of the necessity of complying with the laws governing said permitting requirements, conditions, terms or restrictions.

M. **Reservation of Rights.** This Agreement shall not affect any rights, which may have accrued to any party to this Agreement under applicable law. Both Monroe County and Spottswood reserve any and all such rights. All approvals referenced in this Agreement are subordinate to compliance with all applicable laws, codes,

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and land development regulations and permits, except to the extent otherwise provided for in this Agreement.

N. **No Permit.** This Agreement is not and shall not be construed as a Development Permit, Development Approval or authorization to commence development, nor shall it relieve Spottswood of the obligations to obtain necessary Development Approvals that are required under applicable law and under and pursuant to the terms of this Agreement and Monroe County Code.

O. **Good Faith; Further Assurances; No Cost.** The Parties to this Agreement have negotiated in good faith. It is the intent and agreement of the Parties that they shall cooperate with each other in good faith to effectuate the purposes and intent of, and to satisfy their obligations under, this Agreement in order to secure to themselves the mutual benefits created under this Agreement. The Parties agree to execute such further documents as may be reasonably necessary to effectuate the provisions of this Agreement; provided that the foregoing shall in no way be deemed to inhibit, restrict or require the exercise of Monroe County’s police power or actions of Monroe County when acting in a quasi-judicial capacity. Wherever in this Agreement a provision requires cooperation, good faith or similar effort to be undertaken at no cost to a party, the party co-operating, reviewing or undertaking the effort shall, nonetheless, bear its cost of attendance at meetings, hearings or proceedings and comment and/or execution of documents, inclusive of the expense of its counsel.

P. **Successors and Assigns.** This Agreement shall constitute a covenant running with the land, which shall be binding upon the Parties hereto, their successors in interest, heirs, assigns, and personal representatives.

Q. **Joint Preparation.** This Agreement has been drafted with the participation of Monroe County and Spottswood and their counsel, and shall not be construed against any party on account of draftsmanship. The captions of each article, section and subsection contained in this Agreement are for ease of reference only and shall not affect the interpretational meaning of this Agreement. Whenever the term “included” is used in this Agreement, it shall mean that the included items, or terms are included without limitation as to any other items or terms, which may fall within the listed category.

R. **Notices.** All notices, demands, requests, or replies provided for or permitted by this Agreement shall be in writing and may be delivered by any one of the following methods: (a) by personal delivery; (b) by deposit with the United States Postal Service as Certified or Registered mail, return receipt requested, postage prepaid, to the addresses stated below; or (c) by deposit with an overnight express delivery service with proof of receipt. Notice shall be deemed effective upon receipt. For purposes of notice, demand, request, or replies:

The address of Monroe County shall be:

Banyan Grove Final Rev. 01/19/11
County Administrator
1100 Simonton Street
Room 2-205
Key West, Florida 33040

with a copy to

Assistant County Attorney
PO BOX 1026
Key West, FL 33041

and
1111 12th Street Suite 408
Key West, Florida 33040

The address of Banyan Grove Development Corporation, a subsidiary of Spottswood Partners, Inc. shall be:

Robert Spottswood
506 Fleming Street
Key West, Florida 33040

It is the responsibility of the Parties to notify all Parties of change in name or address for proper notice.

S. **Force Majeure.** Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefore, riot, civil commotion, fire or other casualty and other causes beyond the reasonable control of the party obligated to perform, excluding the financial inability of such party to perform and excluding delays resulting from appeals or rehearing, shall excuse the performance by such party for a period equal to any such period of prevention, delay or stoppage. In order to avail itself of this force majeure provision, the party invoking the same shall provide the other party with a written notice that shall consist of a recitation of all events that constitute force majeure events under this Section, together with the beginning and ending dates of such events.

T. **Construction.**

1. This Agreement shall be construed in accordance and with the laws of the State of Florida. The Parties to this Agreement have participated fully in the negotiation and preparation hereof; and, accordingly, this Agreement shall not be more strictly construed against any one of the Parties hereto.

2. In construing this Agreement, the use of any gender shall include every other and all genders, and captions and section and paragraph headings shall be disregarded.

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3. All of the exhibits attached to this Agreement are incorporated in, and made a part of, this Agreement.

U. **Omissions.** The Parties hereto recognize and agree that the failure of this Agreement to address a particular permit, condition, terms, or restriction shall not relieve either Party of the necessity of complying with the law governing said permitting requirements, conditions, term, or restriction notwithstanding any such omission.

V. **Jurisdiction and Governing Law.** The Parties hereto agree that any and all suits or actions at law shall be brought in Monroe County, Florida, and no other jurisdiction. This Agreement shall be construed and interpreted under the laws of the State of Florida. This Agreement is not subject to arbitration.

W. **Litigation.** The County and Spottwood agree that in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorney’s fees, court costs, investigative, and out-of-pocket expenses, as an award against the non-prevailing party, and shall include attorney’s fees, court costs, investigative, and out-of-pocket expenses in appellate proceedings. Mediation proceedings initiated and conducted pursuant to this Agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the circuit court of Monroe County. This Agreement is not subject to arbitration.

X. **Time of Essence.** Time shall be of the essence for each and every provision hereof.

Y. **Entire Agreement.** This Agreement, together with the documents referenced herein, constitute the entire agreement and understanding among the Parties with respect to the subject matter hereof, and there are no other agreements, representations or warranties other than as set forth herein. This Agreement may not be changed, altered or modified except by an instrument in writing signed by the Party against whom enforcement of such change would be sought and subject to the requirements for the amendment of development agreements in the Act.

Z. **Counterparts.** This Agreement may be executed in one or more counterparts, and by the different Parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

AA. **Recording.** Monroe County shall record this Agreement with the Clerk of the Circuit Court of Monroe County within fourteen (14) days following signature by all Parties. Spottwood agrees that it shall be responsible for all recording fees and other related fees and costs related to the recording and delivery of this Agreement as described in this section. The provisions hereof shall remain in full force and effect during the term hereof and shall be binding upon all successors in
interest to the Parties to this Agreement. Whenever an extension of any deadline is permitted or provided for under the terms of this Agreement, at the request of either Party, the other Parties shall join in a short-form recordable memorandum confirming such extension that shall be recorded in the Public Records of Monroe County.

BB. **Conflicting Resolutions.** All resolutions or parts thereof in conflict with the provisions of this Agreement and its resolution are hereby repealed to the extent of such conflict.

CC. **Severability.** If any part of this Agreement is contrary to, prohibited by, or deemed invalid under any applicable law or regulation, such provisions shall be inapplicable and deemed omitted to the extent so contrary, prohibited, or invalid; however, the remainder here shall not be invalidated thereby and shall be given full force and effect.

DD. **Effective Date.** The "Effective Date" of this Agreement is 30 days after the duly signed and recorded Agreement is received by the Florida Department of Community Affairs pursuant to Chapter 380, Florida Statutes.
IN WITNESS WHEREOF, the Parties hereto have set their hands and seals on the day and year below written.

Signed, sealed, and delivered in the presence of:

[Signature]

Print Name: Eric A. Heis-Ganister

Patricia Gae Ganister
Print Name: Patricia Gae Ganister

Banyan Grove Development Corporation
a subsidiary of Spottswood Partners, Inc.

By: [Signature]

Title: V. Pugs

Dated: 1/3/2011

The foregoing instrument was acknowledged before me on this 3rd day of January, 2011, by Robert H. Spottswood, the Vice President of Banyan Grove Development Corporation. He is personally known to me or produced as identification and did not take an oath.

[Signature]

Patricia Gae Ganister
Notary Public

My commission expires

Printed name

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

[Signature]

Mayor Heather Carruthers

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:

[Signature]

SUSAN M. GRIMSDALE
ASSISTANT COUNTY ATTORNEY
Date: 1/25/2011

Banyan Grove FINAL 12/30/10
Exhibit A - Survey and Legal Description
Lots 5 thru 16, and a portion of Lots 4 and 17, Square 29, as shown on the plat of "STOCK ISLAND MALONEY SUBDIVISION" as recorded in Plat Book 1 at Page 55, of the Public Records of Monroe County Florida and being more particularly described by metes and bounds as follows:

COMMENCE at the Southwest corner of the said Square 29; thence N 89 degrees 57'56" E along the Northerly Right-of-way line of MacDonald Avenue for 196.00 feet to the Point of Beginning; thence N 00 degrees 02'04" W for a distance of 80.00 feet; thence S 89 degrees 57'56" W for a distance a distance of 30.00 feet; thence N 00 degrees 02'04" W for a distance of 166.55 feet to a point of a curve concave to the Southeast and the Southerly Right-of-way line of U.S. Highway No. 1 thence in a Northeasterly direction along the said Southerly Right-of-line of U.A. Highway No. 1 and the said curve having for its elements a radius of 2764.93 feet, a central angle of 01 degrees 14'05" a cord bearing of N 72 degrees 31'23" E with a cord length of 11.33 feet for an arc distance of 11.33 feet to the Southerly line of Laurel Avenue thence N 89 degrees 57'56" E along the said Northerly Right-of-way line of Laurel Avenue for distance of 323.21 feet to the Northeast corner of said Block 29; thence S 00 degrees 02'04" E along the Easterly line of said Block 29 for a distance of 250.00 feet; to the said Northerly Right-of-way line of MacDonald Avenue; thence S 89 degrees 57'56" W along the said Northerly Right-of-Way line of MacDonald Avenue for 329.00 feet to the Point of Beginning.
Containing 81,081.38 square feet, or 1.86 acres, more or less.

PARCEL B: A parcel of land on Stock Island, Monroe County, Florida and being Block 26 and a portion of Laurel Avenue, both as shown on the plat of "STOCK ISLAND MALONEY SUBDIVISION" as recorded in Plat Book 1, at Page 55, of the Public Records of Public Records of Monroe County, Florida, and being more particularly described by metes and bounds as follows:
BEGIN at the intersection of the West Right of Way line of 4th Street with the South Right-of-way line of Laurel Avenue; thence S 89 degrees 57'56" W along the Southerly Right-of-way Line of Laurel Avenue for 323.21 feet to a point on a curve, concave to the Southeast and also the Southerly Right-of-way line of U.S. Highway No. 1; thence in a Northeasterly direction along the Northerly Right-of-way Line of Laurel Avenue and the Northerly Line of Block 26, and also being the Southerly Right-of-way Line of U.S. Highway No. 1, and along the said curve, having for its elements a radius of 2764.93 feet, a central angle of 06 degrees 54'42" a cord being of N 75 degrees 48'14" E for a distance of 333.34 feet for a arc distance of 333.54 to the Easterly line of said Block 26; thence S 00 degrees 02'04" E along the said Westerly Right-of-way line of Fourth Street for a distance of 81.56 feet to the Point of Beginning.
Containing 12,792.19 square feet or 0.29 acres, more or less.

LEGAL DESCRIPTION: Parcel 1
The Westerly 1/2 of Fourth Street, Stock Island, Monroe County, Florida, lying between the North Right of Way Line of MacDonald Avenue and the South Right of Way Line of U.S. Highway No. 1 and being more particularly described as follows:

Beginning at the Southeast corner of Lot 11, Block 29, "STOCK ISLAND MALONEY SUBDIVISION" as recorded in Plat Book 1, at Page 55, as recorded in the Public Records of Monroe County, Florida, thence N 00 degrees 02'04" W along the Easterly property lines of Lots

EXHIBIT A
Banyan Grove Development Agreement
Survey & Legal Description
Page 2 of 3
11 and 10, Block 29 and the Easterly line of that parcel on East Laurel Avenue abandoned by Monroe County Resolution 294-1989 and the Easterly property line of Block 26 to a point on a curve concave to the Southeast and the Southerly Right of Way Line of U.S. Highway 1; thence in a Northeasterly direction along the said Southerly Right-of-Way line of U.S. Highway No. 1 and along the said curve, having for its elements a radius of 2764.93 feet, a central angle of 0 degrees 31'36'', a cord bearing of N 79 degrees 31'23'' E with a distance of 25.42 feet for an arc distance of 25.42 feet to a point lying 25 feet Easterly of and parallel with the Easterly line of said Block 29; thence S 00 degrees 02'04'' E a distance of 336.16 feet along the centerline of Fourth Street to a point lying on the Northerly Right-of-Way line of MacDonald Avenue; thence N 89 degrees 77'56'' W along the said North Right-of-Way line of MacDonald Avenue for a distance of 25.00 to the Point of Beginning.

Containing 8,346.48 square feet, more or less.

LEGAL DESCRIPTION: Parcel C:
A portion of Lot 17, Square 29, as shown on the plat of “STOCK ISLAND MALONEY SUBDIVISION” as recorded in Plat Book 1, at Page 55, of the Public Records of Monroe County, Florida and being more particularly described by metes and bounds as follows:
COMMENCE at the Southwest corner of the said Square 29; thence N. 89 degrees 77'56'' E along the Northerly Right-of-Way line of MacDonald Avenue for 196.00 feet to the Point of Beginning; thence N 00 degrees 02' 04'' W for a distance of 80.00 feet; thence S 89 degrees 77'56'' W for a distance of 30.00 feet; thence S 00 degrees 02'04'' E for a distance of 80.00 feet to the said Northerly Right-of-Way Line of MacDonald Avenue; thence N 89 degrees 77'56'' E along the said Northerly Right-of-Way line of MacDonald Avenue for 30.00 feet to the Point of Beginning.

Containing 2,400 square feet more or less.

EXHIBIT A
Banyan Grove Development Agreement
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Exhibit B - Monroe County Development Order 02-1989 and Resolution P04-03
WHEREAS, the Development Review Committee of Monroe County, Florida, on January 25, 1989, in accordance with the provisions of Sections 9.5-24 and 9.5-68, of the Monroe County Land Development Regulations, to review the request of Pearl Trailer Park Rehabilitation for a Minor Conditional Use Approval, on the following described property:

RE#12412
Lots 1-20, Block 29, Maloney Subdivision, Section 34 & 36, Township 57, Range 25, Stock Island, approximately MM 12. The land use designation is mixed uses (MU).

for the following Minor Conditional Use: The replacement of 51 mobile homes and the addition of 763 square feet of building floor area to an existing mobile home park.

THE PLANNING DIRECTOR, after due consideration of the above-mentioned property, has concluded that said MINOR CONDITIONAL USE APPROVAL be: granted ___X____; granted with the following condition(s):

1. The applicant obtain approval of the Board of County Commissioners for abandonment to that portion of Laurel Avenue which has not already been abandoned.
2. Deed restrictions shall be placed on the property and recorded in the official records of Monroe County as follows:

Exhibit 10/10
a. As long as the property remains a mobile home park all development shall be limited to the construction of accessory structures to mobile homes, but shall not include storage sheds.

b. Mobile homes shall in accordance with Monroe County Code be utilized for residential purposes only.

c. Only one mobile home shall be permitted per lot as indicated on the site plan and that the maximum density allowed shall be 51 mobile homes and 765 square feet of accessory building use.

3. Solid waste disposal shall be handled on an individual basis at each mobile home site rather than in a common dumpster. Each trailer site shall be provided with a screened trash receptacle area consisting of wooden fencing enclosed on at least three sides.

4. A landscape plan shall be approved by the County Biologist including the requirement that all trees with larger than a 3" diameter be identified on the site plan and saved wherever possible. No removal of vegetation shall commence until such time as the Planning Director approves in writing the removal of any trees greater than three (3) inches diameter breast height (DBH).

5. The perimeter of the green areas on the site shall be fenced.

6. The office building shall exclude any office use except as required to service the mobile home park.

7. The laundry shall have two parking spaces, including one handicapped space, which will be located next to the laundry.

8. The laundry will be owned and maintained by the applicant or its agent, for use by mobile home park residents. No external advertising to the general public shall be permitted.

9. All cess pools and septic tanks will be removed in accordance with HRS prior to the replacement of the mobile homes.

10. The developer shall improve 4th street to a standards acceptable to the county engineer and FDOT as applicable. No Certificate of Occupancy shall be issued until all road improvements are complete, or sufficient performance bonds have been proffered and accepted by the County in a form acceptable to the County Attorney and County Clerk.
11. The applicant shall submit a revised site plan and shall be approved in writing by the Planning Director prior to commencement of any building permit for this project.

12. A final drainage plan prepared by a licensed engineer and shall be approved by the County Engineer.

UNDER THE AUTHORITY of Section 9.5-72 of the Monroe County Land Development Regulations, this conditional use approval shall become null and void, with no further action required by the County, three and one-half years after the date of the original approval unless all required certificates of occupancy necessitated by the conditional use approval have been obtained.

NOW, THEREFORE BE IT RESOLVED, by the Planning Director of Monroe County, Florida, that the minor conditional use permit for the development described above is hereby granted according to the terms and conditions set forth therein.

Date: 07/07/89

Director of Planning

STATE OF FLORIDA,
COUNTY OF MONROE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, personally appeared DONALD CRAIG, to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 3rd day of March, 1989.

[Signature]

NOTARY PUBLIC STATE OF FLORIDA
BY COMMISSION EXP. SEPT 2, 1978

EXHIBIT B
The requirement contained in Section 9.5-72.(a) that a conditional use permit not be transferred to a successive owner without notification to the Development Review Coordinator within fifteen (15) days of the transfer must be included on the document which is recorded pursuant to this section.

I, the undersigned, do hereby attest that I have read and agree to the conditions listed above.

Property Owner

Date

REFERENCE: In the event that this development order constitutes an amendment, extension, variation, or alteration of a previous conditional use permit, that document may be referenced by the following

Please be advised that this Development Order is subject to a forty five (45) day appeal period by the State of Florida Department of Community Affairs.

This instrument prepared by:
Lisa Kee

Exhibit
**MAKE CHECKS PAYABLE TO**  
DANNY L. KOLHAGE  
CLERK OF CIRCUIT COURT  
MONROE COUNTY, FLA.  

**DATE** 3-20-99  

**RECEIVED OF**  

**TRANSACTION** | **AMT.** | **DOCUMENT** | **ACCT. No.** | **DATE TRANS**  
--- | --- | --- | --- | ---  
REC. FEE | 1.00 | Developmental Order |  |  
DOC. STAMPS | | | |  
INT. TAX | | | |  
COPIES | | | |  
FILING FEE | | | |  
LAW LIB. | | | |  
LEGAL AID | | | |  
ADD'L FEE | | | |  
DOM REL/REG CT | | | |  
CLERK'S FEE | | | |  
REFUND | | | |  
FINE | | | |  
COURT COST | | | |  
POL. ACAD. | | | |  
LTF | | | |  
5% HRS | | | |  
EMS | | | |  
L.G.C. | | | |  
CRIME COMP. | VP 250 | | |  

**TOTAL** 19.50  

**CASH**  

**CHECK**  

**SIGNATURE** exhibit 5 of 10  

**BY D.C.**  

**SIGNATURE**  

**NUMBERS**  

**Nums** 133568  

**Dollars** 19.50  

**Check**  

**Signatures**  

**Dates** 3-20-99  

**MACHINE PRINT** 

**SIGNATURES**  

**NUMBERS**  

**Dollars** 2,000.00  

**Check**  

**Signatures**  

**Dates** 3-20-99  

**MACHINE PRINT**
RESOLUTION NO. P04-03

A RESOLUTION BY THE MONROE COUNTY PLANNING COMMISSION APPROVING THE REQUEST OF THE SPOTTSWOOD FAMILY TRUST D.B.A. CAYO INVESTMENT FOR AN AMENDMENT TO A MAJOR CONDITIONAL USE TO BUILD A 14,129 SQUARE-FOOT ECKERD DRUG STORE AND SEVEN (7) MARKET RATE DWELLING UNITS ON A PARCEL OF LAND LEGALLY DESCRIBED AS A PORTION OF EAST LAUREL AVENUE (ABANDONED), THE EAST PORTION OF 4TH AVENUE (ABANDONED), LOTS 5 THROUGH 16 AND PART OF LOTS 4 AND 17 OF SQUARE 29, AND ALL OF BLOCKS 37 AND 40, MALONEY SUBDIVISION, STOCK ISLAND, MONROE COUNTY, FLORIDA. THE REAL ESTATE NUMBER IS 00124140-000000.

WHEREAS, during a regular meeting held on January 8, 2003, the Monroe County Planning Commission conducted a public hearing on the request filed by the Spottswood Family Trust d.b.a. Cayo Investment for an amendment to a major conditional use to build a mixed use commercial and residential development containing a 14,129 square-foot Eckerd Drug Store and seven (7) units of market rate townhouses on a parcel of land formerly known as Pearl Mobile Home Park located on both US Highway 1 and MacDonald Avenue between the Burger King and Coral Isle Trailer Park at approximately Mile Marker 5; and

WHEREAS, the proposed development is located on a parcel of land legally described as a portion of East Laurel Avenue (abandoned), the east portion of 4th Avenue (abandoned), lots 5 through 16 and part of lots 4 and 17 of square 29, and all of blocks 37 and 40, Maloney Subdivision, Stock Island, Monroe County, Florida. The Real Estate number is 00124140-000000; and

WHEREAS, the above described property is located in the Mixed Use (MU) land use district and the Future Land Use Map designation is Mixed Use/Commercial; and

WHEREAS, the original Major Conditional Use application was approved by the Planning Commission Resolution #P38A-96 which included developing two non-contiguous lots on MacDonald Avenue as an aggregated development in the following manner: the northern portion was approved to be used for a 14,400 square foot open-air market and a 433 square foot public restroom facility, and an existing 1,721 square foot building was to remain as a commercial office; the southern portion containing an existing 1,858 square foot building used as
a radio station was to remain, and two new buildings totaling 15,474 square feet were to be constructed for light industrial use; and

WHEREAS, the above Resolution was amended in April 2000. Under the Planning Commission Resolution #P12-00 the following changes were approved: the use of the 1,868 square foot radio station was changed into a walk-up bank and the intensity of use of the 14,400 square foot open-air retail sales market on the north was changed from low- to medium-intensity commercial retail, to high-intensity commercial retail; and the use of the two buildings (totaling 15,474 Sq. Ft.) on the south was changed from light industrial to low- to medium-intensity commercial retail use; and

WHEREAS, the Planning Commission was presented with the following evidence, which by reference is hereby incorporated as part of the record of said hearing:


2. The Staff Report prepared by Aref Joulan, Senior Planner, Rebecca Redondo, Biologist, dated 12/20/2002; and

3. The sworn testimony of the Growth Management Staff; and

4. The comments of John Wolfe, Planning Commission Counsel; and

5. The sworn testimony of Rebecca Jetton, Department of Community Affairs; and

6. The sworn testimony of Donald L. Craig, AICP, the applicant's agent; and

7. The sworn testimony of Bill Spottswood, representing the applicant; and

WHEREAS, the Development Order #02-1989 recognized that 51 mobile homes were legally existing on this site; and

WHEREAS, the said development order remained valid on the effective date of ROGO and the units were physically present for the 1990 census and accounted for in the hurricane evaluation model which forms the basis of ROGO; and

WHEREAS, the Planning Commission has made the following Findings of Fact and Conclusions of Law based on the evidence presented:
1. Based on the application, the proposed project amends the Planning Commission Resolution #P12-00 exclusively with regards to the northern part of the development identified with RE# 0012140-000000. The Resolution #P12-00 and amendment to it under Resolution #P34-01 and conditions of the approvals under those resolutions still apply to the southern portion of the development known as Spotswood Shops.

2. Based on the Development Order #02-1989 and the Memorandum dated November 13, 2002 from the Assistant County Attorney, the property is vested to have the rights to be redeveloped with up to 51 ROGO exempt residential units subject to compliance with all other applicable land development regulation. Therefore, we find that the ROGO exempt residential units are not transferable off-site per Section 9.5-120.4(b) and can only be built back on-site in accordance with Section 9.5-120.4(a).

3. Based on the application, the applicant is proposing to build 14,129 Sq. Ft. of vested medium intensity commercial use and seven (7) market rates residential units. Although we find the project to be in compliance with sections 9.5-262 and 9.5-269, the Site Plan shall be revised to show correct Site Analysis related to residential density and site utility information.

4. Based on the County’s Traffic Consultant letter dated December 16, 2002, although the submitted traffic report has adequately addressed all related issues, it is not clear if the flow of traffic inside the property is adequate. Therefore, we conclude that a site plan showing the vehicle maneuverability inside the property shall be submitted.

5. Based on the County’s Traffic Consultant letter dated December 16, 2002, it appears that the site plan for the Burger King Restaurant, located adjacent to the project site was intended to provide common use access between the two properties. Therefore, we find that the applicant shall explore the feasibility of having internal connection between the two properties to reduce the vehicular traffic on adjacent streets, especially US 1 Highway.

6. Based on the application, a storm water management plan has been provided with the submitted plans. Therefore, we find that the plan shall be reviewed and approved by the Monroe County Engineer to determine compliance with Section 9.5-293.

7. Based on the application, connection to the Key West Resort Utilities is the preferred option for wastewater treatment. However, we find that if the applicant decides to use on site sewage treatment plant, the existing Environmental Health Permit must be revised and approval of the Department of Health and/or the Department of Environmental Protection shall be submitted.

8. Based on the application, coordination with the Fire Marshal has started. Therefore, we conclude that conceptual approval of the project by the Fire Marshal’s Office is needed.

9. Based on the application, a letter of coordination has been submitted to the Florida Keys Aqueduct Authority (FKAA). Therefore, we conclude that the plans shall be reviewed and approved by FKAA.
10. Based on the application, coordination with the Keys Energy Services (KEYS) has started. According to the letter of coordination dated September 12, 2002, KEYS will need a full set of plans and a project review form to determine load requirement. Therefore, we conclude that approval of the plans by KEYS is required.

11. To preserve the community character of the area, we find that metal roof shall be used for the proposed Eckerd Drug Store.

BE IT RESOLVED BY THE PLANNING COMMISSION OF MONROE COUNTY, FLORIDA, that the preceding Findings of Fact and Conclusions of Law support its decision to APPROVE the request of the Spottswood family trust d.b.a. Cayo Investment for an amendment to a major conditional use to build a mixed use commercial and residential development including a 14,129 square-foot Eckerd Drug Store and seven (7) units of market rate houses on a parcel of land formerly known as Pearl Mobile Home Park that is legally described as a portion of East Laurel Avenue (abandoned), the east portion of 4th Avenue (abandoned), lots 5 through 16 and part of lots 4 and 17 of square 29, and all of blocks 37 and 40, Maloney Subdivision, Stock Island, Monroe County, Florida, near Mile Marker 5 subject to the following conditions:

1. The Site Plan shall be revised to show correct Site Analysis associated with the residential density and site utility information of the project prior to the issuance of a building permit.

2. Prior to issuance of a building permit, a site plan showing the vehicle maneuverability within the property shall be submitted and approved by the County's Traffic Consultant.

3. The applicant shall investigate the feasibility of having an internal connection between the Burger King Restaurant and the project to reduce the vehicular traffic on adjacent streets, especially US 1 Highway. The result of this investigation shall be submitted to and approved by the County's Traffic Consultant prior to issuance of a building permit.

4. Prior to issuance of a building permit, approval of the surface water management plan by the County Engineer shall be provided.

5. Prior to issuance of a building permit, the Florida Department of Health and/or the Department of Environmental Protection shall approve the Wastewater Treatment Plan.

6. Prior to issuance of a building permit, a Fire Protection Plan shall be approved by the Monroe County Fire Marshal.

7. Prior to issuance of a building permit, a complete set of plans must be reviewed and approved by FKAA.

8. The Keys Energy Services (KEYS) shall determine load requirement based on the review of a complete set of plans and approval shall be received prior to the issuance of a building permit.
9. To preserve the community character of the area, metal roof shall be used for the proposed Eckerd Drug Store.

PASSED AND ADOPTED by the Planning Commission of Monroe County, Florida, at a regular meeting held on the 8th day of January 2003.

Chair David C. Ritz
Vice Chair Denise Werling
Commissioner Julio Margallii
Commissioner Jerry Coleman
Commissioner Alicia Putney

PLANNING COMMISSION OF MONROE COUNTY, FLORIDA

BY

David C. Ritz, Chair

Signed this \text{\textit{\textbf{7}}}^{th} day of \text{\textit{\textbf{Feb.}}} 2003

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

MONROE COUNTY
OFFICIAL RECORDS

\textbf{Exhibit B} 10 of 10
Exhibit C - Monroe County Planning Resolution P32-05
PLANNING COMMISSION RESOLUTION NO. P32-05


WHEREAS, during a regular meeting held on June 8, 2005, the Monroe County Planning Commission conducted a public hearing on the request filed by Spottswood Family Trust, Inc. for an Amendment to a Major Conditional Use for forty-six (46) two-story elevated residential units and a play area; and

WHEREAS, during a regular meeting held on May 3, 2005, the Development Review Committee recommended approval of the Amendment to a Major Conditional Use application to the Planning Commission; and

WHEREAS, the Planning Commission was presented with the following evidence, which by reference is hereby incorporated as part of the record of said hearing:

1. Boundary survey by Frederick H. Hildebrant, dated 08/02/02; and
2. Site Plan (S1) prepared by Thomas E. Pope, P.A. Architect, dated 01/13/05 and revised on 03/18/05; and
3. Landscape Plan (L1) prepared by Thomas E. Pope, P.A. Architect, dated 01/13/05 and revised on 03/18/05; and
4. Elevation and Floor Plans prepared by Thomas E. Pope, P.A. Architect, dated 01/13/05; and
5. Conceptual Drainage Plan (C-1) designed and checked by Allen E. Perez, P.E., dated 01/25/05; and
6. Revised Site Plan (S1) prepared by Thomas E. Pope, P.A. Architect, dated 01/13/05 and revised on 05/23/05; and
7. The Staff Report prepared by Heather Beckmann, Planner and Andrew Trivette, Senior Biologist, dated 05/16/05; and
8. The sworn testimony of the Growth Management Staff; and
9. The comments of Donald L. Craig, AICP, representing the applicant’s agent; and
WHEREAS, the Planning Commission has made the following Findings of Fact and Conclusions of Law based on the evidence presented:

1. Based on the Monroe County Code, we find and the applicant agrees to apply the same residential color scheme and fencing material and height surrounding the perimeter of the development to match the design of the neighboring Coral Hammock to ensure compliance with Section 9.5-248.

2. Based on the site plan, a stormwater management plan was submitted. Staff concludes that the plan must be reviewed and approved by the County Engineer to determine compliance with Section 9.5-293.

3. Based on the application, FDEH has been contacted to review the project. We conclude that the project must be reviewed and approved by FDEH. In addition, a letter of coordination shall be submitted to KWRO to determine compliance with Section 9.5-294.

4. Based on the site plan, the second standard has not been met for the site plan does not exhibit any bicycle racks. The applicant shall meet the third, fourth and fifth standards by demonstrating on the site plans that ceiling fans will be installed, solar panels will be used for the heating of hot water, and heat pumps for the AC to ensure compliance with Section 9.5-326.

5. Based on the site plan, the applicant intends to access drives and curb cuts to US 1 and MacDonald Avenue. We find that the applicant shall receive permits from FDOT and the County Engineer for the access drives and curb cuts along US 1 and MacDonald Avenue to come into compliance with Section 9.5-421.

6. Based on the application, a level two traffic study was submitted and reviewed by the County Traffic Engineer. We conclude that the requests of the Engineer shall be met to determine compliance with Section 9.5-426.

7. Based on the application, KEYS and FKAA have been contacted to review the project. We conclude that the conditions set by these agencies shall be met to determine compliance with Section 9.5-69.

8. Based on the application, the Fire Marshal was contacted to review the project. The Fire Marshal has requested the exterior stairways be constructed of noncombustible materials and that the entrance/exit gates at the MacDonald Ave shall have an unobstructed width of not less than 18 feet. The conditions of the fire marshal shall be met to determine compliance with Section 9.5-69.

9. Based on the application, a breakdown of the proposed residential units by price range was not included. Staff concludes that this is required along with an assessment of the potential of the proposed development to meet local or regional housing needs to determine compliance with Section 9.5-69.
10. Based on the application, the proposed development will increase daily trips on US1 by 262 with 75% of those trips predicted to travel to Key West. The impact of the increased traffic, proximity to bus service, and lack of bus shelters require the applicant to coordinate with Key West Transit Authority and the County to determine an appropriate location and design for a bus shelter. The shelter shall be provided to comply with Section 9.5-69.

11. Based on the application, the proposed development does not supply any amenities and the applicant shall coordinate with staff to determine an appropriate amenity(s) to comply with Section 9.5-65.

WHEREAS, based on the fourth condition set forth in the Staff Report dated 05/16/05, a revised site plan (S1) showing bike racks was signed and sealed by Thomas E. Pope Architect, P.A., revised 5/23/05 and submitted and approved by the Planning Department on 05/26/05; and

WHEREAS, based on the third condition set forth in the Staff Report dated 05/16/05, a revised site plan (S1) showing the entrance/exit gates on MacDonald Avenue with an 18 foot unobstructed width was signed and sealed by Thomas E. Pope Architect, P.A., revised 5/23/05 and submitted and approved by the Planning Department on 05/26/05; and

WHEREAS, based on the sixth condition set forth in the Staff Report dated 05/16/05, an addendum to the traffic study was submitted on 7/01/05, reviewed and approved by the County’s Traffic Engineer on 07/08/05 and submitted and approved by the Planning Department on 07/11/05; and

WHEREAS, based on the tenth condition set forth in the Staff Report dated 05/16/05, a revised site plan (S1) showing a bus shelter was signed and sealed by Thomas E. Pope Architect, P.A., revised 5/23/05 was submitted to the Planning Department on 05/26/05; however Planning Staff will not approve the proposed location of the shelter until the applicant coordinates with Key West Transit Authority and Planning Staff for; and

WHEREAS, based on the eleventh condition set forth in the Staff Report dated 05/16/05, a revised site plan (S1) showing a play area was signed and sealed by Thomas E. Pope Architect, P.A., revised 5/23/05 was submitted and approved by the Planning Department on 05/26/05; and

WHEREAS, during the 06/08/05 Planning Commission meeting, the Planning Commission strongly recommended that a way be found to allow the five lawfully established units that are not being rebuilt on site to be transferred as affordable exemptions.

NOW THEREFORE, BE IT RESOLVED BY THE PLANNING COMMISSION OF MONROE COUNTY, FLORIDA that the preceding Findings of Fact and Conclusions of Law support its decision to APPROVE the request of Spottswood Family Trust, Inc. for an Amendment to a Major Conditional Use for the construction of forty-six elevated two story residential units. The property is legally described as a portion of East Laurel Avenue (abandoned), lots 5 through 16 and part lots 4 and 17 of Block 29, and all blocks 37 and 40, Stock Island, Monroe County, Florida, approximate mile marker 5 subject to the following conditions:

AMCU-PC Resolution
# F32-05 Final
Spottswood Stock Island Housing
1. Prior to the issuance of a building permit, the following agencies shall review and approve the project for compliance;
   a. FDEH
   b. FDOT
   c. County Engineer
   d. KEYS
   e. FKAA

2. Prior to the issuance of a building permit, the applicant shall submit a letter of coordination to the KWRU. KWRU shall review and approve the project for compliance.

3. Prior to the issuance of a certificate of occupancy, the applicant shall indicate that the following conditions have been met;
   a. Perimeter fencing of the same material and height found at the neighboring Coral Hammock development; and
   b. Similar residential color scheme found on the neighboring Coral Hammock development; and
   c. Open porches with ceiling fans; and
   d. Solar hot water heating panels; and
   e. Heat pumps for air conditioning; and
   f. Exterior stairways shall be constructed of noncombustible materials; and
   g. Construction of a bus shelter.

4. Prior to the issuance of a building permit, the permit shall be restricted so that the emergency access drive shall not be modified for any other use in the future. This restriction shall be indicated on the site plan submitted to the building department.

5. Prior to the issuance of a building permit, the applicant shall submit a report that breaks down the residential units by price along with an assessment of the potential of the development to meet local and regional housing needs.

6. Prior to the issuance of a certificate of occupancy, the applicant shall comply with the general provisions of Florida Statutes, Chapter 718 Condominiums and/or Chapter 720 Homeowners Association to ensure the maintenance of common elements and open space, including the bus shelter.

AMCU-PC Resolution
# P32-05 Final
Spottwood Stock Island Housing

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Exhibit D - Conceptual Site Plan