

**Monroe County Comprehensive Plan Land Authority
Advisory Committee Meeting
Agenda Items for 1/8/24 Meeting**

The Land Authority Advisory Committee Meeting is scheduled to meet on Monday, January 8, 2024 at the Marathon Government Center, located 2798 Overseas Highway, Media Room – 1st Floor, Marathon, Florida, beginning at 9:30 AM.

1. Call to order.
2. Roll call.
3. Additions and deletions to the agenda.
4. Selection of a Chairman and Vice Chairman for 2024.
5. Approval of the minutes for the November 15, 2023 meeting.
6. Approval of a contract to purchase Tier 1 property for conservation - Parcels 11 and 13 on Little Knockemdown Key near mile marker 25 from **Donald J. Nelson and Mary Ann Nelson, formerly known as Mary Ann Hanifan** for the price of **\$200,000**.
7. Approval of a contract to purchase Tier 2 property for conservation - Block 4, Lots 20 and 21, Doctors Arm First Addition on Big Pine Key near mile marker 30 from **Deborah J. Casino, Personal Representative of the Estate of Betty Lou Bruner a/k/a Betty Lou Shrouder** for the price of **\$140,000**.
8. Approval of a contract to purchase Tier 1 property for conservation - Block 19, Lot 10, Port Pine Heights 1st Addition on Big Pine Key near mile marker 30 from **Tailored Homes, LLC** for the price of **\$55,000**.
9. Approval of the 2024 Land Authority Acquisition List.
10. Approval of a Resolution of the Monroe County Comprehensive Plan Land Authority authorizing a zero interest 50-year affordable housing construction loan for development of 56 affordable rental units on property legally described as A Portion of Tracts A and B, Revised Plat of Amended Plat of Sugarloaf Shores Section F (PB 6-9) as shown in Exhibit A and Exhibit B with Parcel ID#00166976-011300 and Parcel ID#00166976-011400 subject to a Land Use Restriction Agreement (LURA).
11. Recommend approval of resolutions of the Monroe County Comprehensive Plan Land Authority approving Option Agreements to sell pre-acquired Florida Forever land as follows:
 - a) Metes and bounds (Parcel ID# 00118300-000000) on Sugarloaf Key to the **Board of Trustees of the Internal Improvement Trust Fund of the State of Florida** for the price of **\$55,000**; authorizing the Chairman to execute same; and authorizing the Chairman to execute the deed and associated closing documents. **(Ruiz)**
 - b) Metes and bounds (Parcel ID# 00114000-000000) on Ramrod Key to the **Board of Trustees of the Internal Improvement Trust Fund of the State of Florida** for the price of **\$320,000**; authorizing the Chairman to execute same; and authorizing the Chairman to execute the deed and associated closing documents. **(HFH Biggar)**
12. Executive Director's report.
13. Adjournment.

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

AGENDA ITEM WORDING: Selection of a Chairman and Vice Chairman for 2024.

ITEM BACKGROUND: One member of the advisory committee shall be elected as chair at the first meeting held after January 1 of each year. No member shall serve as chair for more than three consecutive terms.

MONROE COUNTY CODE

Sec. 2-400. - County comprehensive plan land authority advisory committee—Established.

- (a) There is hereby created a county comprehensive plan land authority advisory committee (hereinafter the "advisory committee"). The advisory committee shall be composed of five members appointed by the governing body of the land authority. The members shall serve for three-year terms, except that the initial terms shall be staggered so that the terms of no more than two members shall end in any single year. The membership of the advisory committee shall include the following:
- (1) A resident of the City of Key West if the referendum passes; if not, a representative of the business community in the county;
 - (2) A resident of the Lower Keys as defined by the county comprehensive plan;
 - (3) A resident of the Middle Keys as defined by the county comprehensive plan;
 - (4) A resident of the Upper Keys as defined by the county comprehensive plan; and
 - (5) A representative of a not-for-profit corporation or association dedicated to the acquisition of land for conservation and preservation purposes.
- (b) A single member of the advisory committee may satisfy more than one of the membership requirements. One member of the advisory committee shall be elected as chair at the first meeting held after January 1 of each year. No member shall serve as chair for more than three consecutive terms. Any member who shall miss four consecutive meetings shall be deemed to have forfeited his membership and a new member shall be appointed to serve out the balance of the disqualified member's term.

Sec. 2-401. - Same—Meetings and actions.

- (a) Meetings. Meetings of the county comprehensive plan land authority advisory committee shall be held at least monthly and at the call of the chair or upon the request of three members of the advisory committee. All meetings shall be open to the public, and notice of such meetings shall be given as required for the meetings of the board of county commissioners.
- (b) Quorum and voting. A majority of the advisory committee shall constitute a quorum, and the affirmative vote of a majority of those members present shall be required to take official action.
- (c) Expenses and compensation. Members of the advisory committee shall receive \$100.00 per meeting, not to exceed two meetings per month for necessary expenses; and no additional reimbursement for expenditures shall be allowed.

Sec. 2-402. - Same—Powers.

The advisory committee shall establish, on or before January 15 of each year, an identification and priority of land acquisition for the land authority. The advisory committee shall give priority according to the following:

- (1) Priority shall be given to the acquisition of parcels of land for which a qualified option was given to the land authority prior to January 15, 1987, over all parcels of land for which no such option was given. For the purposes of this section, the term "qualified option" means:
 - a. A bona fide, irrevocable offer to sell at a fixed price for a period of at least one year;
 - b. An offer to sell at no more than 115 percent of the assessed value of the parcel of land according to the most recent tax assessment prior to June 1, 1986; and
 - c. An offer containing an express request and authorization to retain priority for the acquisition of the parcel of land by renewing the option for an additional period of at least one year.
- (2) Priority shall be given to parcels of land located within designated areas of critical county concern over all parcels of land not located within an area of critical county concern.
- (3) Priority shall be given to parcels of land that are located in areas that are served by inadequate or deficient public services.

Sec. 2-403. - Selection of parcels of land for acquisition.

The county comprehensive plan land authority shall select lands for acquisition by approving in whole or in part the list of parcels identified and prioritized by the advisory committee. The land authority shall have the authority to delete identified parcels from the list compiled by the advisory committee but shall have no authority to otherwise change the priority of acquisition or to add parcels of land to the list for acquisition. No property shall be acquired unless:

- (1) The acquisition is consistent with the county comprehensive plan and land development regulations;
- (2) The property to be acquired is within an area designated as an area of critical state concern at the time of acquisition; and
- (3) The property to be acquired has not, within one year of and at the time of acquisition, been selected for purchase through another local, regional, state or federal public land acquisition program.

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MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY
ADVISORY COMMITTEE

November 15, 2023

The Monroe County Comprehensive Plan Land Authority (MCLA) Advisory Committee held a meeting on Wednesday, November 15, 2023, in the first floor Media Room of the Marathon Government Center located at 2798 Overseas Highway, Marathon, Florida. The meeting was called to order by Chairman Leslie Valant at 9:31 AM. Present and answering roll call in addition to Chairman Valant were Linda Cunningham, Erin Muir, new committee member Marv Schindler, and Sandi Williams. Also present were Executive Director Christine Hurley, Senior Property Acquisition Specialist Mark Rosch, and Property Specialist Dina Gambuzza. Office Manager John Beyers, Acquisition Manager Cynthia Guerra, and Counsel Greg Oropeza participated via Zoom.

Following the call to order and roll call, the next item (Item 3) was additions and deletions to the agenda. Ms. Gambuzza advised the Committee that the meeting agenda has a revision date of November 14, 2023 and reflects revised agenda item wording on item 9 and the addition of items 14 and 15. Ms. Muir made a motion to approve the revised agenda and Ms. Cunningham seconded the motion. There being no objections, the motion carried 5/0.

The next item (Item 4) was approval of the minutes for the September 27, 2023 meeting. Ms. Cunningham made a motion to approve the minutes as presented and Ms. Muir seconded the motion. There being no objections, the motion carried 5/0.

The next item (Item 5) was approval of the proposed 2024 meeting schedule. Ms. Hurley and Ms. Gambuzza address the Committee. Following discussion, Ms. Cunningham made a motion to approve the item and Ms. Williams seconded the motion. There being no objections, the motion carried 5/0.

The next item (Item 6) was approval of a contract to purchase Tier 1 property for conservation - Ramrod Key Acreage (the south 2.5 acres of Parcel ID #00114130-000000) on Ramrod Key near mile marker 27 from David Sakowski for the price of \$125,000. Mr. Rosch addressed the Committee. The subject property consists of a 2.5 acre lot located at the corner of Coral Avenue and Mariposa Road on the bay side of Ramrod Key. The property has a tier designation of Tier 1 – Natural Area, a zoning designation of Sparsely Settled (SS), and vegetation consisting of hammock and a small portion of developed land in the form of a road shoulder on the corner of the property. Following discussion, Ms. Williams made a motion to approve the item at the purchase price of \$125,000 and Ms. Cunningham seconded the motion. There being no objections the motion carried 5/0.

The next item (Item 7) was approval of a contract to purchase Tier 1 property for conservation - Tract CN, Pine Key Acres on Big Pine Key near mile marker 30 from Alan E. Weinstein, as Trustee of the Alan E. Weinstein Revocable Trust Agreement dated 1/15/10 for the price of \$67,200. Mr. Rosch addressed the committee. The subject property consists of a 1.01 acre lot located at the corner of Wilder Road and 22nd Lane on the bay side of Big Pine Key. The property

has a tier designation of Tier 1 – Natural Area, a zoning designation of Suburban Residential (SR), and vegetation consisting of undeveloped land and pinewood. Following discussion, Ms. Cunningham made a motion to approve the item at the purchase price of \$67,200 and Ms. Williams seconded the motion. There being no objections the motion carried 5/0.

The next item (Item 8) was approval of a contract to purchase Tier 3 property for conservation - Block 16, Lot 17, Cutthroat Harbor Estates First Addition on Cudjoe Key near mile marker 23 from Southernmost Homes, Inc. for the price of \$70,000. Mr. Rosch addressed the committee. The subject property consists of a 7,000 square foot lot located on Basque Lane on the ocean side of Cudjoe Key. The property has a tier designation of Tier 3 – Infill Area, a zoning designation of Improved Subdivision (IS), and vegetation consisting of buttonwood and tropical hardwood hammock. Following discussion, Ms. Muir made a motion to approve the item at the purchase price of \$70,000 and Ms. Cunningham seconded the motion. There being no objections the motion carried 5/0.

The next item (Item 9) was approval to amend the Acquisition List to 1) add Block 3, Lots 4 and 5, Summerland Estates Re-Subdivision No. 2 on Summerland Key as a conservation site with a ROGO exemption that will be transferred offsite for affordable housing; 2) add Block 22, Lots 15, 16, 17, Big Pine Cove on Big Pine Key; and 3) expand the existing acquisition category for Property Impacted by Local Government Regulations to include property prioritized by a local government for acquisition. Ms. Hurley addressed the committee. During discussion, the Committee recommended adding the following language to the end of “Property impacted by Local Government Regulations to include property prioritized by Local Government Regulations to include property prioritized by a local government for acquisition which meet the statutory requirements to accomplish density reduction, environmental protection and or conservation. Following discussion, Ms. Cunningham made a motion to approve the 2024 Acquisition List with the above referenced changes and Ms. Muir seconded the motion. There being no objections the motion carried 5/0.

The next Item (10) was approval of a contract to purchase Tier 1 property for conservation and a ROGO exemption for affordable housing - Block 3, Lots 4 and 5, Summerland Estates Re-Subdivision No. 2 on Summerland Key near mile marker 25 from Gregory M. Scorza for the price of \$215,000. Mr. Rosch and Ms. Hurley addressed the committee. The subject property consists of two adjoining lots totaling 12,616 square feet located on 45th Street on the ocean side of Summerland Key. Lot 5 was previously developed with a dwelling unit and is therefore ROGO exempt. The property has a tier designation of Tier 1 – Natural Area, a zoning designation of Suburban Residential (SR), and vegetation consisting of developed land. Following discussion, Ms. Cunningham made a motion to approve the item at the purchase price of \$215,000 and Ms. Muir seconded the motion. There being no objections the motion carried 5/0.

The next Item (11) was approval of a contract to purchase property within the City of Marathon for conservation – Block 2, Lot 4, Amended Plat of Flamingo Island Estates near mile marker 50 from Marcia Kay Kagay and Mark Alan Singer, as Successor Co-Trustees of the Harry W. Singer Family Trust utd June 23, 1989 for the price of \$19,000. Mr. Rosch addressed the committee. The subject property consists of a 7,200 square foot lot located on Copa d’Oro on the ocean side of Marathon. The City of Marathon does not have a tier system and therefore, there is no Tier

designation. The property has a zoning designation of Residential Medium (RM) and vegetation consisting of buttonwood and mangroves. Following discussion, Ms. Muir made a motion to approve the item at the purchase price of \$19,000 and Ms. Cunningham seconded the motion. There being no objections the motion carried 5/0.

The next Item (12) was approval of a resolution authorizing the conveyance of Block 2, Lot 4, Amended Plat of Flamingo Island Estates to the City of Marathon subject to a Conservation Easement. Mr. Rosch addressed the committee. Following discussion, Ms. Cunningham made a motion to approve the item and Ms. Muir seconded the motion. There being no objections, the motion carried 5/0.

The next item (Item 13) was to recommend the Monroe County Comprehensive Plan Land Authority Governing Board approve the resolutions approving the Option Agreements to sell pre-acquired Florida Forever land as follows:

- a) Lot 33, Block 5, Bay Haven Section 1 on Key Largo to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida for the price of \$25,000; authorizing the Chairman to execute same; and authorizing the Chairman to execute the deed and associated closing documents. (Weiss)
- b) Lots 14, 15, and 16, Block 1, Rainbow Beach on Big Torch Key to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida for the price of \$57,000; authorizing the Chairman to execute same; and authorizing the Chairman to execute the deed and associated closing documents. (Albury)

Mr. Rosch addressed the committee. Following discussion, Ms. Cunningham made a motion to recommend approval of items 13a and 13b as listed in the agenda and Ms. Mur seconded the motion. There being no objections the motion carried 5/0.

The next Item (14) was approval of a contract to purchase Tier 1 property for conservation - Block 10, Lot 22, Ramrod Shores First Addition on Ramrod Key near mile marker 27 from Theresa Boyd Fleming and Tammy Boyd Watkins, as Limited Guardians of the Person and Plenary Guardian of the Property of Jimmy Karl Boyd, also known as Jimmy K. Boyd for the price of \$19,000. Mr. Rosch addressed the committee. The subject property consists of a 6,125 square foot lot located on Shannahan Road on the bay side of Ramrod Key. The property has a tier designation of Tier 1 – Natural Area, a zoning designation of Improved Subdivision (IS), and vegetation consisting of buttonwood. Following discussion, Ms. Cunningham made a motion to approve the item at the purchase price of \$19,000 and Ms. Muir seconded the motion. There being no objections the motion carried 5/0.

The next Item (15) was approval of a contract to purchase Tier 3 property for affordable housing – Block 22, Lots 15, 16, and 17, Big Pine Cove on Big Pine Key near mile marker 31 from Anthony Joseph Clancy for the price of \$445,000. Ms. Hurley and Mr. Rosch addressed the committee. The subject property consists of three adjoining lots totaling 15,000 square feet located at 31568 Avenue D on the bay side of Big Pine Key. The property has a tier designation of Tier 3 – Infill Area, a zoning designation of Improved Subdivision (IS). The property is currently developed with a single-family home and garage that were substantially damaged in Hurricane Irma. After the home is demolished, there will be a ROGO Exemption that can be used to develop a future affordable housing unit. The Land Authority is proposing to purchase the site and demolish the

storm-damaged structures so the site can be redeveloped with three affordable single-family homes. Two additional ROGO exemptions will be transferred to this three lot site to create a total of three affordable housing units. The developer of the housing will be determined at a later time. Following discussion, Ms. Muir made a motion to approve the item at the purchase price of \$445,000 and Ms. Cunningham seconded the motion. There being no objections the motion carried 5/0.

The next item (Item 16) was the Executive Director’s report. Ms. Hurley reported on the following:

- a. Ms. Hurley presented the budget outlook: \$15,850,058 to spend in Key West. \$4,928,500 has been requested by the City of Key West for the Bahama Village 3.2 Lofts project for affordable housing. This project has not been reviewed by the Governing Board yet, as the developer has not agreed to a deed restriction for the property related to ownership and income qualifications. The Governing Board has requested the County lobby to amend the Land Authority Statute to allow income qualifications to occur at time of purchase. To date, \$910,850 has been spent in Monroe County and \$1,213,095 is encumbered to be spent in Monroe County, outside the City of Key West. To date, \$812,358 has been sold to the State, with \$599,200 encumbered for future sales to the State. There is an additional \$1,975,200 in potential resales that have been submitted to the State and we are waiting on State option agreements for purchase. Our goal is to sell \$5 million to the State based on the 2016 Stewardship Act.
- b. ROGO Reserve fund is budgeted at \$3.2 million for any potential legal settlements – we budget these funds annually.
- c. Ms. Rosch displayed an aerial of the Howards Haven project to show the Housing Authority’s progress building 10 new elevated affordable code compliant tiny homes.
- d. The MCLA Advisory Committee meeting scheduled for Wednesday, December 20, 2023 meeting has been cancelled.
- e. The next MCLA Advisory Committee meeting is scheduled for Monday, January 8, 2024. Ms. Cunningham, Mr. Schindler, Ms. Williams, and Chairman Valant said they would be able to attend. Ms. Muir said she would not be able to attend.

There being no further business, the meeting was adjourned at 11:15 AM.

Prepared by: _____
John Beyers
Office Manager

Approved by the Advisory Committee on _____.

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AGENDA ITEM WORDING: Approval of a contract to purchase Tier 1 property for conservation - Parcels 11 and 13 on Little Knockemdown Key near mile marker 25 from Donald J. Nelson and Mary Ann Nelson, formerly known as Mary Ann Hanifan for the price of \$200,000.

ITEM BACKGROUND:

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

The subject property consists of two adjoining lots on the offshore island of Little Knockemdown Key.

Purchase Price and Estimated Closing Costs:

- Purchase Price: \$200,000.00
- Cost of Appraisal: \$750.00 (paid by the BOCC and eligible for reimbursement by DEP)
- Cost of Survey: \$0.00
- Title Fees & Insurance: \$1,550.00
- Attorney Fee and Mobile Notary Fees: \$725.00
- Recording Fees: \$35.50
- Total Costs: \$203,060.50

Attributes of the Subject Property:

- Parcel ID#: 00114400-000100
- Size: 12.10 acres
- Tier Designation: Tier 1 – Natural Area
- Zoning Designation: Offshore Island Area (OS)
- Future Land Use Map Designation: Residential Conservation (RC)
- Vegetation: Hammock, salt marsh, buttonwood, mangrove, and water.
- Acquisition List Qualification: This property qualifies because it is Tier 1.
- Florida Forever Boundary: This property is inside the Florida Forever boundary.
- Transferrable Development Rights (TDRs): 1.024 TDRs
- Cost per TDR: \$195,313
- ROGO Dedication Points: 48 points
- Cost per ROGO Dedication Point: \$4,167

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

Parcels 11 and 13
Little Knockemdown Key



Monroe County, FL

Disclaimer

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

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

Summary

Parcel ID 00114400-000100
Account# 1144461
Property ID 1144461
Millage Group 5000
Location Address VACANT LAND, KNOCK-EM-DOWN KEYS
Legal Description 22 66 28 SUMMERLAND KEYS PT LOT 7 PARCELS 11 & 13 (LITTLE KNOCK-EM-DOWN KEY) OR758-1675
(Note: Not to be used on legal documents.)
Neighborhood 776
Property Class NON AGRICULTURE (9900)
Subdivision
Sec/Twp/Rng 22/66/28
Affordable Housing No

Owner

[NELSON DONALD J](#)
 23059 Redfish Ln
 Cudjoe Key FL 33042

NELSON MARY ANN HANIFAN
 23059 Redfish Ln
 Cudjoe Key FL 33042

Valuation

	2023 Certified Values	2022 Certified Values	2021 Certified Values	2020 Certified Values
+ Market Improvement Value	\$0	\$0	\$0	\$0
+ Market Misc Value	\$0	\$0	\$0	\$0
+ Market Land Value	\$20,323	\$20,323	\$20,323	\$20,323
= Just Market Value	\$20,323	\$20,323	\$20,323	\$20,323
= Total Assessed Value	\$20,323	\$20,323	\$19,160	\$17,419
- School Exempt Value	\$0	\$0	\$0	\$0
= School Taxable Value	\$20,323	\$20,323	\$20,323	\$20,323

Historical Assessments

Year	Land Value	Building Value	Yard Item Value	Just (Market) Value	Assessed Value	Exempt Value	Taxable Value	Maximum Portability
2022	\$20,323	\$0	\$0	\$20,323	\$20,323	\$0	\$20,323	\$0
2021	\$20,323	\$0	\$0	\$20,323	\$19,160	\$0	\$20,323	\$0
2020	\$20,323	\$0	\$0	\$20,323	\$17,419	\$0	\$20,323	\$0
2019	\$20,323	\$0	\$0	\$20,323	\$15,836	\$0	\$20,323	\$0
2018	\$20,323	\$0	\$0	\$20,323	\$14,397	\$0	\$20,323	\$0

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

Land

Land Use	Number of Units	Unit Type	Frontage	Depth
HARDWOOD HAMMOCK (00HH)	5.45	Acreage	0	0
TRANSITIONAL LANDS (000T)	4.90	Acreage	0	0
ENVIRONMENTALLY SENS (000X)	1.63	Acreage	0	0

Sales

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved	Grantor	Grantee
8/1/1978	\$28,000	Conversion Code		758	1675	Q - Qualified	Vacant		

View Tax Info

[View Taxes for this Parcel](#)

Map



TRIM Notice

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

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

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

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AGREEMENT FOR THE PURCHASE OF LANDS

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

Donald J. Nelson and Mary Ann Nelson, formerly known as Mary Ann Hanifan

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

WITNESSETH:

1. In consideration of Ten Dollars (\$10.00) in hand, paid by the LAND AUTHORITY, the receipt of which is hereby acknowledged, the Seller(s) agree to sell to the LAND AUTHORITY certain lands upon the terms and conditions hereinafter set forth, and for the price of **\$200,000.00** for all of the lands and other interests, which lands shall include all tenements, hereditaments, together with all water and other rights, easements, appurtenances, and any and all of the Seller's rights in or arising by reason of ownership thereunto belonging, owned by them, situate and lying in the County of Monroe, State of Florida, more particularly described as follows; to-wit:

**Parcels 11 and 13, Little Knockemdown Key, more particularly described in Exhibit A.
Parcel ID# 00114400-000100**

2. The Seller(s) agree that they have full right, power and authority to convey, and that they will convey to the LAND AUTHORITY the fee simple title together with legal and practical access thereto clear, free and unencumbered, except subject to the following easements or reservations:

Existing easements for canals, ditches, flumes, pipelines, railroads, public highways and roads, telephone, telegraph, power transmission lines and public utilities.

The LAND AUTHORITY, at the LAND AUTHORITY'S expense, within the time allowed to deliver evidence of title and to examine same, may have the real property surveyed and certified by a registered Florida surveyor. If the survey discloses encroachments on the real property or that improvements located thereon encroach on setback lines, easements, lands of others, or violate any restrictions, contract covenants, or applicable governmental regulations, the same shall constitute a title defect.

Seller(s) shall convey a marketable title subject only to the aforementioned liens, encumbrances, exceptions or qualification set forth herein. Marketable title shall be determined according to applicable title standards adopted by authority of the Florida Bar and in accordance with law. The LAND AUTHORITY shall have sixty (60) days from the Effective Date in which to examine title. If title is found defective, the LAND AUTHORITY shall, within this specified time period, notify Seller(s) in writing specifying defect(s). If the defect(s) render title unmarketable the Seller(s) will have one hundred twenty (120) days from receipt of notice within which to remove the defect(s). The Seller(s) will use diligent effort to correct defect(s) in title within the time provided therefore, including the bringing of necessary suits, failing which the LAND AUTHORITY shall have the option of either accepting the title as it then is or rescinding the Agreement herein.

3. The Seller(s) further agree not to do, or suffer others to do, any act by which the value or title to said lands may be diminished or encumbered while this Agreement is pending. It is further agreed that any loss or damage occurring prior to the vesting of satisfactory title in the LAND

AUTHORITY by reasons of the unauthorized cutting or removal of products therefrom, or because of fire, shall be borne by the Seller(s); and that, in the event any such loss or damage occurs, the LAND AUTHORITY may, without liability, refuse to accept conveyance of said lands.

4. The Seller(s) further agree that during the period covered by this instrument officers and accredited agents of the LAND AUTHORITY shall have at all reasonable times the unrestricted right and privilege to enter upon said lands for all proper and lawful purposes, including examination of said lands and the resources upon them. The Seller(s) hereby waive their rights to any and all claims against the LAND AUTHORITY, Monroe County, or the State of Florida associated with, or arising from ownership of, said lands and this waiver shall survive closing.
5. The Seller(s) will execute and deliver upon demand of the proper officials and agents of the LAND AUTHORITY a good and sufficient deed of warranty conveying to the LAND AUTHORITY a marketable title to the said lands of such character as to be satisfactory to the legal counsel of the LAND AUTHORITY and said deed shall provide that the use, occupation and operation of the rights-of-way, easements and reservations retained therein, shall be subordinate to and subject to such rules and regulations as may be prescribed by the LAND AUTHORITY governing the use, occupation, protection and administration of lands.
6. In consideration whereof the LAND AUTHORITY agrees that it will purchase all of said lands and other interests at the price of **\$200,000.00**. The LAND AUTHORITY further agrees that, after the preparation, execution, and delivery of the deed, and after the legal counsel of the LAND AUTHORITY shall have approved the title thus vested in the LAND AUTHORITY, it will cause to be paid to the Seller(s) the purchase price. The LAND AUTHORITY shall pay the following expenses associated with the conveyance of the property: deed recording fees, settlement fees, abstract fees, title examination fees, the Buyer's attorney's fees, and title insurance, as well as the prorata share of prepaid real property taxes allocable to the period subsequent to the vesting of title in the LAND AUTHORITY, or the effective date of possession of such real property by the same, whichever is earlier. The Seller(s) shall pay the expenses of documentary stamps to be affixed to the deed and the removal of trash, debris, and structures from the property, if any, and real estate commissions, if any. Full possession of the premises shall pass to the LAND AUTHORITY as of the date payment is made to the Seller(s) subject only to the reservations stated in Section 2 above.
7. It is mutually agreed that an abstract, title insurance policy or other evidence of title to the property herein contracted to be sold, satisfactory to the legal counsel of the LAND AUTHORITY will be obtained by the LAND AUTHORITY at its expense. The Seller(s) expressly agree herein to furnish to the LAND AUTHORITY any documents in Seller(s)'s possession establishing evidence of title including, but not limited to, abstracts, title commitments, title policies and opinions of title.
8. It shall be the obligation of the Seller(s) to pay all taxes and assessments outstanding as liens at the date title vests of record in the LAND AUTHORITY, whether or not such taxes and assessments are then due and payable.
9. It is mutually understood and agreed that notice of acceptance of this Agreement shall be given to the Seller(s) by email to the address provided by the Seller(s) or by mail addressed to the Seller(s) at the following address:

**23059 Redfish Lane
Cudjoe Key, FL 33042**

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

- 10. The property shall be delivered at closing free of any tenant or occupancy whatsoever.
- 11. The Seller(s) shall close any open building permits or code enforcement proceedings prior to closing.
- 12. The effective date of this Agreement (hereinafter "Effective Date") shall be that date when the last one of the Seller(s) and the LAND AUTHORITY has signed this Agreement.
- 13. If the Seller(s) wish to proceed with this transaction, the Seller(s) have until **December 7, 2023** to sign and return this Agreement to the LAND AUTHORITY. This Agreement may be executed in counterparts. Notwithstanding any provision of this Agreement to the contrary, the closing of this transaction is contingent upon approval by the Advisory Committee and Governing Board of the LAND AUTHORITY, failing which the parties acknowledge that each shall be released of all further obligations under this Agreement. In the event this transaction has not closed within one hundred eighty (180) days from the Effective Date, then either party may terminate this Agreement at any time thereafter by providing written notice, in which case the parties acknowledge that each shall be released of all further obligations under this Agreement.

IN WITNESS WHEREOF, the Seller(s) have hereunto signed their names and affixed their respective seals on the day first above written and therefore the Seller(s) for and in consideration of the Ten Dollars (\$10.00) hereinabove acknowledge as received, have and do hereby grant unto the LAND AUTHORITY or its authorized representative, or any other office or agent of the LAND AUTHORITY authorized to purchase said lands, the option and right to enter into this Agreement for Purchase within sixty (60) days from the execution thereof by the Seller(s).

Seller/ **Donald J. Nelson**

_____	_____	_____	_____
Signature	Date	Phone Number	Email Address

Seller/ **Mary Ann Nelson, formerly known as Mary Ann Hanifan**

_____	_____	_____	_____
Signature	Date	Phone Number	Email Address

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

(Seal)

MONROE COUNTY COMPREHENSIVE
PLAN LAND AUTHORITY

Christine Hurley, Executive Director

EXHIBIT A

Parcel 11

A PART OF GOVERNMENT LOT 7, SECTION 22, TOWNSHIP 66 SOUTH, RANGE 28 EAST, LITTLE KNOCKEMDOWN KEY, MONROE COUNTY, FLORIDA, AND MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 7; THENCE BEAR SOUTH ALONG THE EAST BOUNDARY OF SAID LOT 7, FOR A DISTANCE OF 1024 FEET, TO A POINT ON A LINE PARALLEL TO THE NORTH BOUNDARY LINE OF SAID LOT 7, SAID POINT BEING THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREINAFTER DESCRIBED; THENCE WEST ALONG SAID PARALLEL LINE FOR A DISTANCE OF 890 FEET TO A POINT; THENCE DUE NORTH FOR A DISTANCE OF 256 FEET, TO A POINT AT THE CENTER OF A POND; THENCE DUE EAST FOR A DISTANCE OF 890 FEET TO THE EAST BOUNDARY LINE; THENCE SOUTH 256 FEET TO THE POINT OF BEGINNING, CONTAINING 5.23 ACRES MORE OR LESS, ALSO IN COMMON WITH OTHERS THE RIGHT TO AN EASEMENT OF 25 FEET ALONG THE EAST BOUNDARY LINE OF SAID LOT 7, AND AN EASEMENT OF 40 FEET ALONG THE SOUTH BOUNDARY LINE OF SAID LOT 7.

And Also

Parcel 13

A PART OF GOVERNMENT LOT 7, SECTION 22, TOWNSHIP 66 SOUTH, RANGE 28 EAST ON LITTLE KNOCKEMDOWN KEY, MONROE COUNTY, FLORIDA, AND MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 7; THENCE SOUTH ALONG THE EAST BOUNDARY LINE OF SAID LOT 7 FOR A DISTANCE OF 1280 FEET, TO A POINT ON A LINE PARALLEL TO THE NORTH BOUNDARY OF SAID LOT 7, SAID POINT BEING THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREINAFTER DESCRIBED; THENCE WEST ALONG SAID PARALLEL LINE FOR A DISTANCE OF 3150 FEET TO A POINT; THENCE DUE NORTH 256 FEET TO A POINT; THENCE BEAR DUE EAST 1150 TO A POINT ON THE EAST BOUNDARY LINE OF SAID LOT 7; THENCE SOUTH ALONG SAID EAST BOUNDARY LINE FOR A DISTANCE OF 256 FEET TO THE POINT OF BEGINNING, CONTAINING 6.75 ACRES MORE OR LESS, ALSO IN COMMON WITH OTHERS THE RIGHT TO AN EASEMENT ALONG THE EAST BOUNDARY LINE OF 25 FEET AND AN EASEMENT ALONG THE SOUTH BOUNDARY LINE OF 40 FEET.

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AGENDA ITEM WORDING: Approval of a contract to purchase Tier 2 property for conservation - Block 4, Lots 20 and 21, Doctors Arm First Addition on Big Pine Key near mile marker 30 from Deborah J. Casino, as Personal Representative of the Estate of Betty Lou Bruner a/k/a Betty Lou Shrouder for the price of \$140,000.

ITEM BACKGROUND:

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

The subject property is located on Malaga Lane on the bay side of Big Pine Key.

Purchase Price and Estimated Closing Costs:

- Purchase Price: \$140,000.00
- Cost of Appraisal: \$750.00
- Cost of Survey: \$0.00
- Title Fees & Insurance: \$1,250.00
- Attorney Fee and Mobile Notary Fees: \$725.00
- Recording Fees: \$35.50
- Total Costs: \$142,760.50

Attributes of the Subject Property:

- Parcel ID#: 00311480-000000 and 00311490-000000
- Size: 10,000 square feet
- Tier Designation: Tier 2 – Transition and Sprawl Reduction Area
- Zoning Designation: Improved Subdivision (IS)
- Future Land Use Map Designation: Residential Medium (RM)
- Vegetation: Mapped as Developed Land
- Acquisition List Qualification: This property qualifies because it is Tier 2.
- Florida Forever Boundary: This property is outside the Florida Forever boundary.
- Transferrable Development Rights (TDRs): 2 TDRs
- Cost per TDR: \$70,000
- ROGO Dedication Points: 4 points
- Cost per ROGO Dedication Point: \$35,000

Block 4, Lots 20 and 21, Doctors Arm First Addition Big Pine Key



Monroe County, FL

Disclaimer

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

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

Summary

Parcel ID 00311480-000000
Account# 1383554
Property ID 1383554
Millage Group 100H
Location Address 30909 MALAGA Ln, BIG PINE KEY
Legal Description BK 4 LT 20 DOCTORS ARM SUB 1ST ADDN BIG PINE KEY PB4-149 OR365-138 OR707-191 OR1041-1099
 (Note: Not to be used on legal documents.)
Neighborhood 597
Property Class VACANT RES (0000)
Subdivision DOCTORS ARM 1ST ADD
Sec/Twp/Rng 14/66/29
Affordable No
Housing



Owner

[SHROUDER BETTY LOU](#)
 5426 Old Hickory Ln
 Fruitland Park FL 34731

Valuation

	2023 Certified Values	2022 Certified Values	2021 Certified Values	2020 Certified Values
+ Market Improvement Value	\$0	\$0	\$0	\$0
+ Market Misc Value	\$0	\$0	\$0	\$0
+ Market Land Value	\$105,300	\$88,400	\$58,500	\$32,500
= Just Market Value	\$105,300	\$88,400	\$58,500	\$32,500
= Total Assessed Value	\$30,852	\$28,047	\$25,497	\$23,179
- School Exempt Value	\$0	\$0	\$0	\$0
= School Taxable Value	\$105,300	\$88,400	\$58,500	\$32,500

Historical Assessments

Year	Land Value	Building Value	Yard Item Value	Just (Market) Value	Assessed Value	Exempt Value	Taxable Value	Maximum Portability
2022	\$88,400	\$0	\$0	\$88,400	\$28,047	\$0	\$88,400	\$0
2021	\$58,500	\$0	\$0	\$58,500	\$25,497	\$0	\$58,500	\$0
2020	\$32,500	\$0	\$0	\$32,500	\$23,179	\$0	\$32,500	\$0
2019	\$43,350	\$0	\$0	\$43,350	\$21,072	\$0	\$43,350	\$0
2018	\$43,775	\$0	\$0	\$43,775	\$19,156	\$0	\$43,775	\$0

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

Land

Land Use	Number of Units	Unit Type	Frontage	Depth
RESIDENTIAL CANAL UNPERMITTED (01CM)	5,000.00	Square Foot	50	100

View Tax Info

[View Taxes for this Parcel](#)

Photos



Map



TRIM Notice

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

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

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Monroe County, FL

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

Summary

Parcel ID 00311490-000000
Account# 1383562
Property ID 1383562
Millage Group 100H
Location Address VACANT LAN MALAGA Ln, BIG PINE KEY
Legal Description BK 4 LT 21 DOCTORS ARM SUB 1ST ADDN BIG PINE KEY PB4-149 OR365-138 OR707-191 OR1041-1099
 (Note: Not to be used on legal documents.)
Neighborhood 597
Property Class VACANT RES (0000)
Subdivision DOCTORS ARM 1ST ADD
Sec/Twp/Rng 14/66/29
Affordable Housing No



Owner

[SHROUDER BETTY LOU](#)
 5426 Old Hickory Ln
 Fruitland Park FL 34731

Valuation

	2023 Certified Values	2022 Certified Values	2021 Certified Values	2020 Certified Values
+ Market Improvement Value	\$0	\$0	\$0	\$0
+ Market Misc Value	\$0	\$0	\$0	\$0
+ Market Land Value	\$105,300	\$88,400	\$58,500	\$32,500
= Just Market Value	\$105,300	\$88,400	\$58,500	\$32,500
= Total Assessed Value	\$30,852	\$28,047	\$25,497	\$23,179
- School Exempt Value	\$0	\$0	\$0	\$0
= School Taxable Value	\$105,300	\$88,400	\$58,500	\$32,500

Historical Assessments

Year	Land Value	Building Value	Yard Item Value	Just (Market) Value	Assessed Value	Exempt Value	Taxable Value	Maximum Portability
2022	\$88,400	\$0	\$0	\$88,400	\$28,047	\$0	\$88,400	\$0
2021	\$58,500	\$0	\$0	\$58,500	\$25,497	\$0	\$58,500	\$0
2020	\$32,500	\$0	\$0	\$32,500	\$23,179	\$0	\$32,500	\$0
2019	\$43,350	\$0	\$0	\$43,350	\$21,072	\$0	\$43,350	\$0
2018	\$43,775	\$0	\$0	\$43,775	\$19,156	\$0	\$43,775	\$0

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

Land

Land Use	Number of Units	Unit Type	Frontage	Depth
RESIDENTIAL CANAL UNPERMITTED (01CM)	5,000.00	Square Foot	50	100

View Tax Info

[View Taxes for this Parcel](#)

Photos



Map



TRIM Notice

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

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

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Last Data Upload: 12/5/2023, 4:05:37 AM

[Contact Us](#)



AGREEMENT FOR THE PURCHASE OF LANDS

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

**Deborah J. Casino, as Personal Representative of the Estate of Betty Lou Bruner
a/k/a Betty Lou Shrouder**

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

WITNESSETH:

1. In consideration of Ten Dollars (\$10.00) in hand, paid by the LAND AUTHORITY, the receipt of which is hereby acknowledged, the Seller(s) agree to sell to the LAND AUTHORITY certain lands upon the terms and conditions hereinafter set forth, and for the price of **\$140,000.00** for all of the lands and other interests, which lands shall include all tenements, hereditaments, together with all water and other rights, easements, appurtenances, and any and all of the Seller's rights in or arising by reason of ownership thereunto belonging, owned by them, situate and lying in the County of Monroe, State of Florida, more particularly described as follows; to-wit:

**Block 4, Lots 20 and 21, Doctor's Arm 1st Addition (PB 4-149)
Parcel ID# 00311480-000000 and 00311490-000000**

2. The Seller(s) agree that they have full right, power and authority to convey, and that they will convey to the LAND AUTHORITY the fee simple title together with legal and practical access thereto clear, free and unencumbered, except subject to the following easements or reservations:

Existing easements for canals, ditches, flumes, pipelines, railroads, public highways and roads, telephone, telegraph, power transmission lines and public utilities.

The LAND AUTHORITY, at the LAND AUTHORITY'S expense, within the time allowed to deliver evidence of title and to examine same, may have the real property surveyed and certified by a registered Florida surveyor. If the survey discloses encroachments on the real property or that improvements located thereon encroach on setback lines, easements, lands of others, or violate any restrictions, contract covenants, or applicable governmental regulations, the same shall constitute a title defect.

Seller(s) shall convey a marketable title subject only to the aforementioned liens, encumbrances, exceptions or qualification set forth herein. Marketable title shall be determined according to applicable title standards adopted by authority of the Florida Bar and in accordance with law. The LAND AUTHORITY shall have sixty (60) days from the Effective Date in which to examine title. If title is found defective, the LAND AUTHORITY shall, within this specified time period, notify Seller(s) in writing specifying defect(s). If the defect(s) render title unmarketable the Seller(s) will have one hundred twenty (120) days from receipt of notice within which to remove the defect(s). The Seller(s) will use diligent effort to correct defect(s) in title within the time provided therefore, including the bringing of necessary suits, failing which the LAND AUTHORITY shall have the option of either accepting the title as it then is or rescinding the Agreement herein.

3. The Seller(s) further agree not to do, or suffer others to do, any act by which the value or title to said lands may be diminished or encumbered while this Agreement is pending. It is further agreed

that any loss or damage occurring prior to the vesting of satisfactory title in the LAND AUTHORITY by reasons of the unauthorized cutting or removal of products therefrom, or because of fire, shall be borne by the Seller(s); and that, in the event any such loss or damage occurs, the LAND AUTHORITY may, without liability, refuse to accept conveyance of said lands.

4. The Seller(s) further agree that during the period covered by this instrument officers and accredited agents of the LAND AUTHORITY shall have at all reasonable times the unrestricted right and privilege to enter upon said lands for all proper and lawful purposes, including examination of said lands and the resources upon them. The Seller(s) hereby waive their rights to any and all claims against the LAND AUTHORITY, Monroe County, or the State of Florida associated with, or arising from ownership of, said lands and this waiver shall survive closing.
5. The Seller(s) will execute and deliver upon demand of the proper officials and agents of the LAND AUTHORITY a good and sufficient deed of warranty conveying to the LAND AUTHORITY a marketable title to the said lands of such character as to be satisfactory to the legal counsel of the LAND AUTHORITY and said deed shall provide that the use, occupation and operation of the rights-of-way, easements and reservations retained therein, shall be subordinate to and subject to such rules and regulations as may be prescribed by the LAND AUTHORITY governing the use, occupation, protection and administration of lands.
6. In consideration whereof the LAND AUTHORITY agrees that it will purchase all of said lands and other interests at the price of **\$140,000.00**. The LAND AUTHORITY further agrees that, after the preparation, execution, and delivery of the deed, and after the legal counsel of the LAND AUTHORITY shall have approved the title thus vested in the LAND AUTHORITY, it will cause to be paid to the Seller(s) the purchase price. The LAND AUTHORITY shall pay the following expenses associated with the conveyance of the property: deed recording fees, settlement fees, abstract fees, title examination fees, the Buyer's attorney's fees, and title insurance, as well as the prorata share of prepaid real property taxes allocable to the period subsequent to the vesting of title in the LAND AUTHORITY, or the effective date of possession of such real property by the same, whichever is earlier. The Seller(s) shall pay the expenses of documentary stamps to be affixed to the deed and the removal of trash, debris, and structures from the property, if any, and real estate commissions, if any. Full possession of the premises shall pass to the LAND AUTHORITY as of the date payment is made to the Seller(s) subject only to the reservations stated in Section 2 above.
7. It is mutually agreed that an abstract, title insurance policy or other evidence of title to the property herein contracted to be sold, satisfactory to the legal counsel of the LAND AUTHORITY will be obtained by the LAND AUTHORITY at its expense. The Seller(s) expressly agree herein to furnish to the LAND AUTHORITY any documents in Seller(s)'s possession establishing evidence of title including, but not limited to, abstracts, title commitments, title policies and opinions of title.
8. It shall be the obligation of the Seller(s) to pay all taxes and assessments outstanding as liens at the date title vests of record in the LAND AUTHORITY, whether or not such taxes and assessments are then due and payable.
9. It is mutually understood and agreed that notice of acceptance of this Agreement shall be given to the Seller(s) by email to the address provided by the Seller(s) or by mail addressed to the Seller(s) at the following address:

**6221 Funston Street
Hollywood, FL 33023**

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

- 10. The property shall be delivered at closing free of any tenant or occupancy whatsoever.
- 11. The Seller(s) shall close any open building permits or code enforcement proceedings prior to closing.
- 12. The effective date of this Agreement (hereinafter "Effective Date") shall be that date when the last one of the Seller(s) and the LAND AUTHORITY has signed this Agreement.
- 13. If the Seller(s) wish to proceed with this transaction, the Seller(s) have until **December 6, 2023** to sign and return this Agreement to the LAND AUTHORITY. This Agreement may be executed in counterparts. Notwithstanding any provision of this Agreement to the contrary, the closing of this transaction is contingent upon approval by the Advisory Committee and Governing Board of the LAND AUTHORITY, failing which the parties acknowledge that each shall be released of all further obligations under this Agreement. In the event this transaction has not closed within one hundred eighty (180) days from the Effective Date, then either party may terminate this Agreement at any time thereafter by providing written notice, in which case the parties acknowledge that each shall be released of all further obligations under this Agreement.

IN WITNESS WHEREOF, the Seller(s) have hereunto signed their names and affixed their respective seals on the day first above written and therefore the Seller(s) for and in consideration of the Ten Dollars (\$10.00) hereinabove acknowledge as received, have and do hereby grant unto the LAND AUTHORITY or its authorized representative, or any other office or agent of the LAND AUTHORITY authorized to purchase said lands, the option and right to enter into this Agreement for Purchase within sixty (60) days from the execution thereof by the Seller(s).

Seller/ **Deborah J. Casino, as Personal Representative of the Estate of Betty Lou Bruner
a/k/a Betty Lou Shrouder**

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

(Seal)

MONROE COUNTY COMPREHENSIVE
PLAN LAND AUTHORITY

Christine Hurley, Executive Director

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AGENDA ITEM WORDING: Approval of a contract to purchase Tier 1 property for conservation - Block 19, Lot 10, Port Pine Heights 1st Addition on Big Pine Key near mile marker 30 from Tailored Homes, LLC for the price of \$55,000.

ITEM BACKGROUND:

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

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

Purchase Price and Estimated Closing Costs:

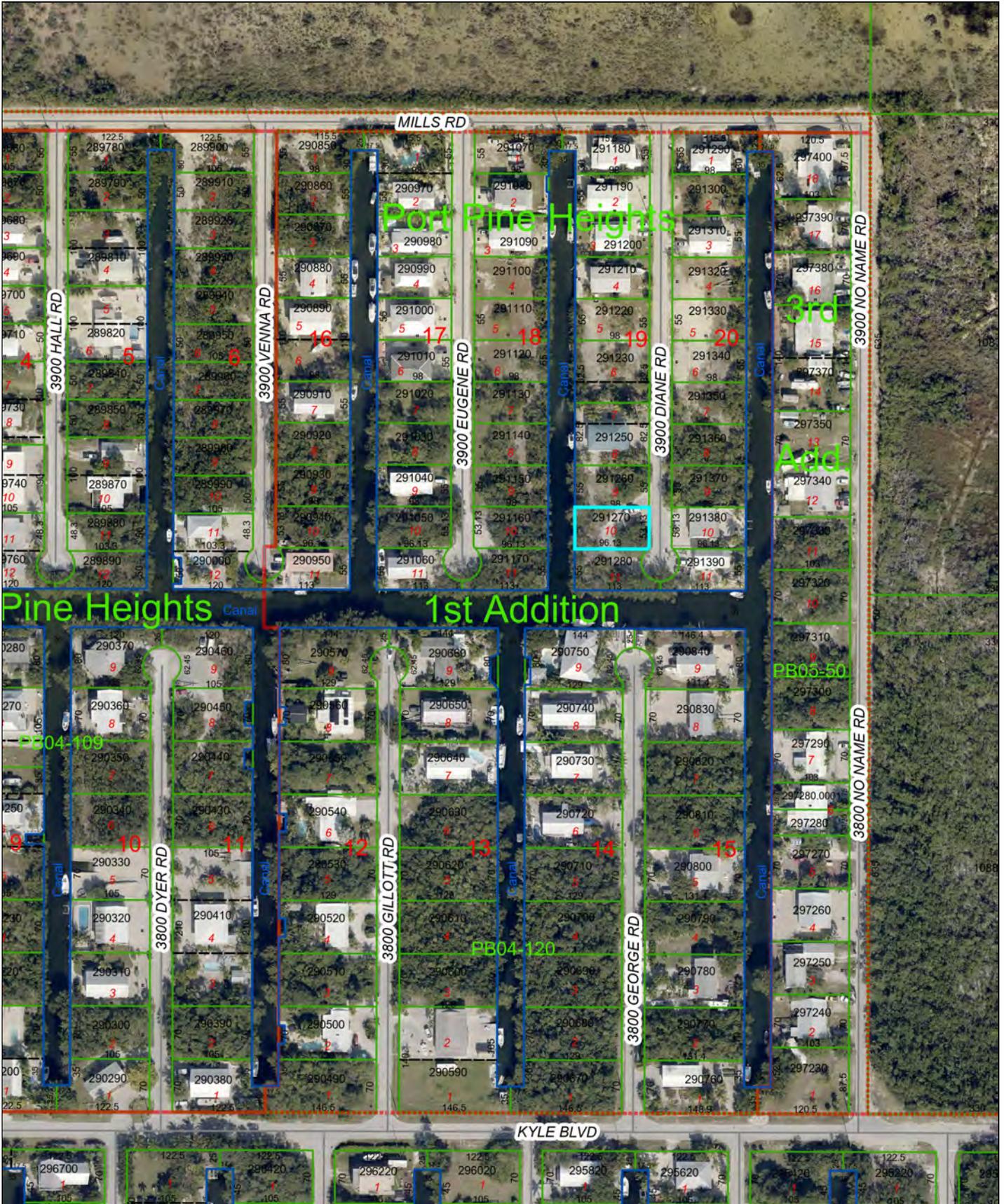
- Purchase Price: \$55,000.00
- Cost of Appraisal: \$750.00 (paid by the BOCC and eligible for reimbursement by DEP)
- Cost of Survey: \$0.00
- Title Fees & Insurance: \$791.25
- Attorney Fee and Mobile Notary Fees: \$725.00
- Recording Fees: \$35.50
- Total Costs: \$57,301.75

Attributes of the Subject Property:

- Parcel ID#: 00291270-000000
- Size: 5,390 square feet
- Tier Designation: Tier 1 – Natural Area
- Zoning Designation: Improved Subdivision (IS)
- Future Land Use Map Designation: Residential Medium (RM)
- Vegetation: Developed land
- This property qualifies because it is Tier 1.
- Florida Forever Boundary: This property is inside the Florida Forever boundary.
- Transferrable Development Rights (TDRs): 1 TDR
- Cost per TDR: \$55,000
- ROGO Dedication Points: 2 points
- Cost per ROGO Dedication Point: \$27,500

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

Block 19, Lot 10, Port Pine Heights 1st Addition Big Pine Key



Monroe County, FL

Disclaimer

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

Summary

Parcel ID 00291270-000000
Account# 1363448
Property ID 1363448
Millage Group 100H
Location VACANT LAND, BIG PINE KEY
Address
Legal BK 19 LT 10 PORT PINE HEIGHTS 1ST ADD BIG PINE KEY PB4-120 OR371-637
Description OR804-2406 OR860-1065 OR1034-1439 OR1070-110 OR2505-688/89
(Note: Not to be used on legal documents.)
Neighborhood 649
Property Class VACANT RES (0000)
Subdivision PORT PINE HEIGHTS 1ST ADD
Sec/Twp/Rng 05/66/29
Affordable No
Housing



Owner

TAILORED HOMES LLC
 8193 Fiera Ridge Dr
 Boynton Beach FL 33473

Valuation

	2023 Certified Values	2022 Certified Values	2021 Certified Values	2020 Certified Values
+ Market Improvement Value	\$0	\$0	\$0	\$0
+ Market Misc Value	\$0	\$0	\$0	\$0
+ Market Land Value	\$28,028	\$21,021	\$21,021	\$19,620
= Just Market Value	\$28,028	\$21,021	\$21,021	\$19,620
= Total Assessed Value	\$23,123	\$21,021	\$21,021	\$19,620
- School Exempt Value	\$0	\$0	\$0	\$0
= School Taxable Value	\$28,028	\$21,021	\$21,021	\$19,620

Historical Assessments

Year	Land Value	Building Value	Yard Item Value	Just (Market) Value	Assessed Value	Exempt Value	Taxable Value	Maximum Portability
2022	\$21,021	\$0	\$0	\$21,021	\$21,021	\$0	\$21,021	\$0
2021	\$21,021	\$0	\$0	\$21,021	\$21,021	\$0	\$21,021	\$0
2020	\$19,620	\$0	\$0	\$19,620	\$19,620	\$0	\$19,620	\$0
2019	\$19,242	\$0	\$0	\$19,242	\$19,242	\$0	\$19,242	\$0
2018	\$19,242	\$0	\$0	\$19,242	\$18,142	\$0	\$19,242	\$0

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

Land

Land Use	Number of Units	Unit Type	Frontage	Depth
RESIDENTIAL CANAL UNPERMITTED (01CM)	5,390.00	Square Foot	55	98

Sales

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved	Grantor	Grantee
1/28/2011	\$100	Warranty Deed		2505	688	11 - Unqualified	Vacant		
10/1/1988	\$8,000	Warranty Deed		1070	110	U - Unqualified	Vacant		
6/1/1982	\$12,000	Warranty Deed		860	1065	Q - Qualified	Vacant		
1/1/1980	\$9,000	Conversion Code		804	2406	Q - Qualified	Vacant		

View Tax Info

[View Taxes for this Parcel](#)

Photos



Map



TRIM Notice

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

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

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 Schneider
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AGREEMENT FOR THE PURCHASE OF LANDS

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

Tailored Homes, LLC

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

WITNESSETH:

1. In consideration of Ten Dollars (\$10.00) in hand, paid by the LAND AUTHORITY, the receipt of which is hereby acknowledged, the Seller(s) agree to sell to the LAND AUTHORITY certain lands upon the terms and conditions hereinafter set forth, and for the price of **\$55,000.00** for all of the lands and other interests, which lands shall include all tenements, hereditaments, together with all water and other rights, easements, appurtenances, and any and all of the Seller's rights in or arising by reason of ownership thereunto belonging, owned by them, situate and lying in the County of Monroe, State of Florida, more particularly described as follows; to-wit:

**Block 19, Lot 10, Port Pine Heights 1st Addition (PB 4-120)
Parcel ID# 00291270-000000**

2. The Seller(s) agree that they have full right, power and authority to convey, and that they will convey to the LAND AUTHORITY the fee simple title together with legal and practical access thereto clear, free and unencumbered, except subject to the following easements or reservations:

Existing easements for canals, ditches, flumes, pipelines, railroads, public highways and roads, telephone, telegraph, power transmission lines and public utilities.

The LAND AUTHORITY, at the LAND AUTHORITY'S expense, within the time allowed to deliver evidence of title and to examine same, may have the real property surveyed and certified by a registered Florida surveyor. If the survey discloses encroachments on the real property or that improvements located thereon encroach on setback lines, easements, lands of others, or violate any restrictions, contract covenants, or applicable governmental regulations, the same shall constitute a title defect.

Seller(s) shall convey a marketable title subject only to the aforementioned liens, encumbrances, exceptions or qualification set forth herein. Marketable title shall be determined according to applicable title standards adopted by authority of the Florida Bar and in accordance with law. The LAND AUTHORITY shall have sixty (60) days from the Effective Date in which to examine title. If title is found defective, the LAND AUTHORITY shall, within this specified time period, notify Seller(s) in writing specifying defect(s). If the defect(s) render title unmarketable the Seller(s) will have one hundred twenty (120) days from receipt of notice within which to remove the defect(s). The Seller(s) will use diligent effort to correct defect(s) in title within the time provided therefore, including the bringing of necessary suits, failing which the LAND AUTHORITY shall have the option of either accepting the title as it then is or rescinding the Agreement herein.

3. The Seller(s) further agree not to do, or suffer others to do, any act by which the value or title to said lands may be diminished or encumbered while this Agreement is pending. It is further agreed that any loss or damage occurring prior to the vesting of satisfactory title in the LAND

AUTHORITY by reasons of the unauthorized cutting or removal of products therefrom, or because of fire, shall be borne by the Seller(s); and that, in the event any such loss or damage occurs, the LAND AUTHORITY may, without liability, refuse to accept conveyance of said lands.

4. The Seller(s) further agree that during the period covered by this instrument officers and accredited agents of the LAND AUTHORITY shall have at all reasonable times the unrestricted right and privilege to enter upon said lands for all proper and lawful purposes, including examination of said lands and the resources upon them. The Seller(s) hereby waive their rights to any and all claims against the LAND AUTHORITY, Monroe County, or the State of Florida associated with, or arising from ownership of, said lands and this waiver shall survive closing.
5. The Seller(s) will execute and deliver upon demand of the proper officials and agents of the LAND AUTHORITY a good and sufficient deed of warranty conveying to the LAND AUTHORITY a marketable title to the said lands of such character as to be satisfactory to the legal counsel of the LAND AUTHORITY and said deed shall provide that the use, occupation and operation of the rights-of-way, easements and reservations retained therein, shall be subordinate to and subject to such rules and regulations as may be prescribed by the LAND AUTHORITY governing the use, occupation, protection and administration of lands.
6. In consideration whereof the LAND AUTHORITY agrees that it will purchase all of said lands and other interests at the price of **\$55,000.00**. The LAND AUTHORITY further agrees that, after the preparation, execution, and delivery of the deed, and after the legal counsel of the LAND AUTHORITY shall have approved the title thus vested in the LAND AUTHORITY, it will cause to be paid to the Seller(s) the purchase price. The LAND AUTHORITY shall pay the following expenses associated with the conveyance of the property: deed recording fees, settlement fees, abstract fees, title examination fees, the Buyer's attorney's fees, and title insurance, as well as the prorata share of prepaid real property taxes allocable to the period subsequent to the vesting of title in the LAND AUTHORITY, or the effective date of possession of such real property by the same, whichever is earlier. The Seller(s) shall pay the expenses of documentary stamps to be affixed to the deed and the removal of trash, debris, and structures from the property, if any, and real estate commissions, if any. Full possession of the premises shall pass to the LAND AUTHORITY as of the date payment is made to the Seller(s) subject only to the reservations stated in Section 2 above.
7. It is mutually agreed that an abstract, title insurance policy or other evidence of title to the property herein contracted to be sold, satisfactory to the legal counsel of the LAND AUTHORITY will be obtained by the LAND AUTHORITY at its expense. The Seller(s) expressly agree herein to furnish to the LAND AUTHORITY any documents in Seller(s)'s possession establishing evidence of title including, but not limited to, abstracts, title commitments, title policies and opinions of title.
8. It shall be the obligation of the Seller(s) to pay all taxes and assessments outstanding as liens at the date title vests of record in the LAND AUTHORITY, whether or not such taxes and assessments are then due and payable.
9. It is mutually understood and agreed that notice of acceptance of this Agreement shall be given to the Seller(s) by email to the address provided by the Seller(s) or by mail addressed to the Seller(s) at the following address:

**8193 Fiera Ridge Drive with a copy to:
Boynton Beach, FL 33473**

**Amy Prumo
Coldwell Banker Schmitt Real Estate
amyprumo@cbschmitt.com**

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

- 10. The property shall be delivered at closing free of any tenant or occupancy whatsoever.
- 11. The Seller(s) shall close any open building permits or code enforcement proceedings prior to closing.
- 12. The effective date of this Agreement (hereinafter "Effective Date") shall be that date when the last one of the Seller(s) and the LAND AUTHORITY has signed this Agreement.
- 13. If the Seller(s) wish to proceed with this transaction, the Seller(s) have until **December 22, 2023** to sign and return this Agreement to the LAND AUTHORITY. This Agreement may be executed in counterparts. Notwithstanding any provision of this Agreement to the contrary, the closing of this transaction is contingent upon approval by the Advisory Committee and Governing Board of the LAND AUTHORITY, failing which the parties acknowledge that each shall be released of all further obligations under this Agreement. In the event this transaction has not closed within one hundred eighty (180) days from the Effective Date, then either party may terminate this Agreement at any time thereafter by providing written notice, in which case the parties acknowledge that each shall be released of all further obligations under this Agreement.

IN WITNESS WHEREOF, the Seller(s) have hereunto signed their names and affixed their respective seals on the day first above written and therefore the Seller(s) for and in consideration of the Ten Dollars (\$10.00) hereinabove acknowledge as received, have and do hereby grant unto the LAND AUTHORITY or its authorized representative, or any other office or agent of the LAND AUTHORITY authorized to purchase said lands, the option and right to enter into this Agreement for Purchase within sixty (60) days from the execution thereof by the Seller(s).

Seller/ **Tailored Homes, LLC**
By: **Lloyd Taylor, also known as Lloyd L. Taylor, Managing Member**

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

(Seal)

MONROE COUNTY COMPREHENSIVE
PLAN LAND AUTHORITY

Christine Hurley, Executive Director

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AGENDA ITEM WORDING: Approval of the 2024 Land Authority Acquisition List.

ITEM BACKGROUND:

Each year the Land Authority Advisory Committee prepares an updated Acquisition List. Although this process takes place on an annual basis, the list may be, and often is, amended over the course of the year. The Advisory Committee has prepared the attached list for 2024 after holding a public meeting on January 8, 2024.

Per section 380.0667, Florida Statutes, the Board of County Commissioners, sitting as the Land Authority Governing Board, “shall approve the list of acquisitions, in whole or in part, in the order of priority recommended by the Advisory Committee”.

Listing a property on the Acquisition List is a preliminary, non-binding step indicating the Board’s desire to pursue acquisition. Further Board action is required before entering into a purchase contract.

In addition to establishing the 2024 Acquisition List, we have included the Sugarloaf Landing Project on the list as well, as an affordable housing site.

**MONROE COUNTY LAND AUTHORITY
(MCLA)
2024 ACQUISITION LIST
Approved by MCLA Advisory
Committee 1/8/24 and Adopted by
MCLA Governing Board 1/31/24**

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

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

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

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

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

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

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

The MCLA Advisory Committee will promote acquisition, by fee simple purchases or other means provided in HB 1173, to address affordable workforce housing damaged or destroyed by Hurricane Irma by adding to the Acquisition List, on a case-by-case basis, affordable housing sites that are preferably ROGO-exempt to be acquired by government partners provided the sites are not located in a V flood zone and do not include environmentally sensitive habitat or possible wetlands, and are not located in areas prohibited for development by Comprehensive Plan Policy 601.1.11. The Monroe County Code defines environmentally sensitive lands as “areas of native habitat requiring special management attention to protect important fish and wildlife resources and other natural systems or processes. Environmentally sensitive lands typically include wetlands and other surface waters, tropical hardwood hammocks and pinelands.” Native habitat includes Species Focus Areas identified by the US Fish and Wildlife Service but does not include Species Focus Area Buffers. Therefore, MCLA shall not purchase or fund affordable housing that impacts any habitat defined as environmentally sensitive or is located in any of the following areas: Species Focus Areas; areas designated Tier 1, 2, or 3A; V flood zones; offshore islands; or areas within a Coastal Barriers Resource System unit. Evidence of environmental sensitivity includes, but is not limited to, a determination to be made by the County Environmental Resources Office of whether the construction of affordable housing requires habitat to be removed and mitigated.

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

Property Type	Acquisition Objectives	Intended Development	Proposed Owner/Manager
A portion of Tracts A and B, Revised Plat of Amended Plat of Sugarloaf Shores Section F (PB6-9)	Affordable Housing Construction Funding	Affordable Housing	Rural Neighborhoods, Inc. Developer

PROPERTY IN KEY WEST AREA OF CRITICAL STATE CONCERN

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

Property Type	Acquisition Objectives	Intended Development	Proposed Owner/Manager

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AGENDA ITEM WORDING: Approval of a Resolution of the Monroe County Comprehensive Plan Land Authority authorizing a zero interest 50-year affordable housing construction loan for development of 56 affordable rental units on property legally described as A Portion of Tracts A and B, Revised Plat of Amended Plat of Sugarloaf Shores Section F (PB 6-9) as shown in Exhibit A and Exhibit B with Parcel ID#00166976-011300 and Parcel ID#00166976-011400 subject to a Land Use Restriction Agreement (LURA).

ITEM BACKGROUND:

Rural Neighborhoods, Inc. (RN), Developer, is proposing to construct 56 affordable housing units as follows:

6 units at 30% of Area Median Income (AMI)
14 units at 50% of AMI
6 units at 60% of AMI
26 units at 70% of AMI
3 units at 80% of AMI
1 unit at 120% of AMI

56 TOTAL UNITS

*Land Authority funding may be used for affordable housing as long as the maximum income of residents does not exceed 160% of AMI.

RN has indicated they have successfully secured \$ 2,375,00 in Low Income Housing Tax Credits and \$4,900,400 in SAIL funds. Estimated construction costs and unknown insurance costs are the reasons RN is indicating they expect to need \$2,240,000 in gap funding. They have requested these funds come from the Monroe County Land Authority.

The developer has provided a Development Cost Pro Forma as part of their Florida Housing Finance Corporation (FHFC) funding request (attached). To date, the Developer has not bid construction and once those bids are known, then staff will be able to provide a full review of the request, with assistance from Hana Eskra, Consultant.

The Monroe County Board of County Commissioners passed a resolution requesting the MCLA consider funding the project up to the amount requested by the developer, with a final amount to be determined once the construction funding is known.

The resolution indicates the Land Authority's willingness to fund the project up to the amount requested, with the final amount to be determined after construction bids are included in the proforma.

RESOLUTION NO. _____

A RESOLUTION OF THE MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY AUTHORIZING A ZERO INTEREST 50-YEAR AFFORDABLE HOUSING CONSTRUCTION LOAN FOR DEVELOPMENT OF 56 AFFORDABLE RENTAL UNITS ON PROPERTY LEGALLY DESCRIBED AS A PORTION OF TRACTS A AND B, REVISED PLAT OF AMENDED PLAT OF SUGARLOAF SHORES SECTION F (PB 6-9) AS SHOWN IN EXHIBIT A AND EXHIBIT B WITH PARCEL ID#00166976-011300 and PARCEL ID#00166976-011400 SUBJECT TO A LAND USE RESTRICTION AGREEMENT (LURA).

WHEREAS, The Landings at Sugarloaf Key, LLC, (hereinafter “Developer”) has a contract to purchase a site legally described as a portion of Tracts A & B, Revised Plat of Amended Plat of Sugarloaf Shores, Section f (PB 6-9) as shown in Exhibit A and Exhibit B with Parcel ID#00166976-011300 and Parcel ID# 00166976-011400; and

WHEREAS, the Developer received approval of a project for 88 affordable rental units which was later reduced through legal settlement agreement to 56 affordable rental units; and

WHEREAS, the Developer has applied for and received a positive recommendation on August 24, 2023 to receive \$2,375,000 in Low Income Housing Tax Credits (LIHTC) and \$4,900,400 in SAIL funds from the Florida Housing Finance Corporation (hereinafter “FHFC”); and

WHEREAS, the Developer expects to sell LIHTCs to an investor limited partner to be selected that will provide \$21,847,815 toward the project, and

WHEREAS, the Developer has indicated the project is in need funding toward construction because of increased construction costs, increased interest rates, and increases in wind, flood, and builders risk insurance, since the initial FHFC award; and

WHEREAS, the Developer requested \$2,240,000 as a zero interest, 50 year construction funding loan on August 29, 2023; and

WHEREAS, as evidenced by Resolution **XX-XXXX**, Monroe County desires the Monroe County Comprehensive Plan Land Authority (hereinafter “Authority”) to assist in development of Sugarloaf Landings by providing a zero interest, 50 year construction funding loan for up to \$2,240,000 on a portion of Tracts A and B, Revised Plat of Amended Plat of Sugarloaf Shores, Section F (PB 6-9) as shown in Exhibit A and

Exhibit B, with Parcel ID# 00166976-011300 and Parcel ID# 00166976-011400 (hereinafter "Subject Property") for affordable rental housing; and

WHEREAS, the Developer has not bid construction as of yet and the amount of construction loan funds requested could change; and

WHEREAS, the property owner has obtained 56 Rate of Growth Ordinance (ROGO) allocations, through reservation by the Board of County Commissioners, of which will control the maximum affordability rates for the developed affordable housing, that may be more restrictive than those required by Monroe County Land Authority Statute 380.0666 (3)(a); and

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

WHEREAS, the Land Authority Advisory Committee added the project to the Land Authority priority list and they considered this resolution on January 8, 2024 and voted **X/X** to recommend approval;

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

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

Section 2. The Authority is hereby committed to encumber up to \$2,240,000 for a zero interest, 50-year construction funding loan for the project.

Section 3. Once the Developer has bid the construction and has a more refined cost estimate of the development costs for the project, the Land Authority Governing Board will review and finalize the actual loan amount to be used for hard construction costs only and not for pre-development costs.

Section 4. Upon acceptance of funds, the Developer shall sign and record a promissory note, mortgage, and Land Use Restriction Agreement (LURA) shown in Exhibit "C" restricting use of the Subject Property to affordable housing in accordance with Section 380.0666(3)(a), Florida Statutes in perpetuity.

Section 5. At Florida Housing Finance Corporation closing, the entire amount of Authority funds shall be disbursed to the closing agent and funds are to be held in escrow.

Section 6. This resolution shall take effect immediately upon its adoption.

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

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

(Seal)

ATTEST:

MONROE COUNTY COMPREHENSIVE
PLAN LAND AUTHORITY

Christine Hurley
Executive Director

David P. Rice
Chairman

Approved as to form and legality

Gregory Oropeza, Esquire

Exhibit A

A portion of Tract A, SUGARLOAF SHORES, SECTION F, according to the Plat thereof as recorded in Plat Book 6, Page 9 of the Public Records of Monroe County, Florida and being more particularly described by metes and bounds as follows, to-wit:

LEGAL DESCRIPTION - PARENT PARCEL

Tract B, SUGARLOAF SHORES, SECTION F, according to the Plat thereof as recorded in Plat Book 6, Page 9 of the Public Records of Monroe County, Florida.

LEASE AREA LEGAL DESCRIPTION - LANDINGS PARCEL-

A portion of Tract A, SUGARLOAF SHORES, SECTION F, according to the Plat thereof as recorded in Plat Book 6, Page 9 of the Public Records of Monroe County, Florida and being more particularly described by metes and bounds as follows, to-wit:

BEGINNING at the intersection of the Southerly Right of Way line of U.S. Highway No. 1 as shown on said plat of SUGARLOAF SHORES, SECTION F and the Easterly Right of Way line of South Point Drive as shown on said plat of SUGARLOAF SHORES, SECTION F, said point also being the Northwesterly corner of said Tract A; thence N56°02'40"E along said Southerly Right of Way line of U.S. Highway No. 1, for a distance of 515.49 feet to a point; thence S33°57'20"E and parallel with said Easterly Right of Way line of South Point Drive, for a distance of 164.31 feet to a point; thence S56°02'40"W and parallel with said Southerly Right of Way line of U.S. Highway No. 1 for a distance of 515.49 feet to a point; thence N33°57'20"W along the said Easterly Right of Way line of South Point Drive a distance of 164.31 feet back to the Point of Beginning. Said parcel of land contains 84,700.17 square feet, or 1.944 acres, more or less.

Exhibit B

LEGAL DESCRIPTION - PARENT PARCEL

Tract B, SUGARLOAF SHORES, SECTION F, according to the Plat thereof as recorded in Plat Book 6, Page 9 of the Public Records of Monroe County, Florida.

LEASE AREA LEGAL DESCRIPTION -
DOCKSIDE PARCEL-

A portion of Tract B, SUGARLOAF SHORES, SECTION F, according to the Plat thereof as recorded in Plat Book 6, Page 9 of the Public Records of Monroe County, Florida and being more particularly described by metes and bounds as follows, to-wit:

BEGINNING at the intersection of the Southerly Right of Way line of U.S. Highway No. 1 as shown on said plat of SUGARLOAF SHORES, SECTION F and the Westerly Right of Way line of South Point Drive as shown on said plat of SUGARLOAF SHORES, SECTION F, said point also being the Northeasterly corner of said Tract B; thence S33°57'20"E along the said Westerly Right of Way line of South Point Drive, for a distance of 300 feet to a point on the Northerly Right of Way line of Cypress Road as shown on said plat of SUGARLOAF SHORES, SECTION F, said point also being the Southeasterly corner of said Tract B; thence S56°02'40"W along said Northerly Right of Way line of Cypress Road for a distance of 275.00 feet to a point of curvature; thence continuing along said Northerly Right of Way line of Cypress Road on a curve to the right, having a radius of 25.00 feet, a central angle of 35°45'14", a chord bearing of S73°55'17"W, a chord length of 7.82 feet, for an arc length of 7.95 feet to a point; thence N33°59'48"W and leaving said curve for a distance of 297.82 feet to a point on the Southerly Right of Way line of U.S. Highway No. 1 as shown on said plat of SUGARLOAF SHORES, SECTION F; thence N56°02'40"E along said Southerly Right of Way line of U.S. Highway No. 1 for a distance of 282.55 feet back to the Point of Beginning. Said parcel of land contains 84,711.15 square feet, or 1.945 acres, more or less.

Exhibit C

BALLOON PROMISSORY NOTE

For the purposes of this Note the following definitions shall apply:

PRINCIPAL AMOUNT: \$ _____ U.S.

DATE OF NOTE: _____, 2024

MATURITY DATE: _____, 2074

INTEREST RATE: (0.00%) Zero Percent

BORROWER: _____

LENDER: MONROE COUNTY COMPREHENSIVE PLAN LAND
AUTHORITY, a land authority under Section 380.0663(1), Florida
Statutes and Monroe County Ordinance No. 031-1986, with an
address of 1200 Truman Avenue, Suite 207, Key West, Florida
33040

THIS PROMISSORY NOTE (the “Note”) is made by Borrower for the benefit of Lender.

SUCH THAT;

FOR VALUE RECEIVED, the Borrower does hereby covenant and promise to pay to the order of the Lender or to its successors or assigns, at the Lender’s Address or at such other place as the Lender may designate to the Borrower in writing from time to time, in legal tender of the United States, the Principal Amount of this Note, or so much thereof as may be advanced by the Lender pursuant to Mortgage and Security Agreement of even date herewith between the Borrower and the Lender (together with any amendments, modifications, supplements or restatements thereof, the “Mortgage,” the capitalized terms used herein and not otherwise defined herein having the meanings given to such terms in said Mortgage), a lump sum balloon payment of all outstanding principal on or before _____, 2074.

The Borrower will be in default under this agreement and all the documents given in connection herewith and Lender may declare the sums secured herein immediately due and payable upon the occurrence of any of the following Events: (i) upon any default in the payment of any sum after the same shall become due hereunder or due by the Borrower hereof to the Lender under any other promissory note or under any security instrument or other written obligation of any kind now existing or hereafter created; or (ii) upon the insolvency, bankruptcy, dissolution, death or incompetency of the Borrower, or (iii) if Borrower fails to perform any of the Affirmative Duties to be performed by Borrower in this Agreement or any document given in connection herewith, including but not limited to that certain Land Use Restriction Agreement executed on

even date herewith, and such failure continues for 30 days after written notice thereof has been given to Borrower by the Lender.

While Borrower is in default and at any time thereafter during the continuance of such default, the Lender may, at the same or different times, declare the amount then remaining unpaid on any notes or renewal notes issued under this Agreement to be forthwith due and payable, anything herein contained or in any note or any renewal note to the contrary notwithstanding.

This Note and all of the other Obligations are secured by a real estate Mortgage, Assignment, and Security Agreement of even date herewith from the Borrower to the Lender (the "Mortgage"), encumbering real property situated in the State of Florida, to which reference is hereby made for a description of said real property and other collateral, the nature and extent of the security, the rights of the Lender in respect thereof and the terms and conditions upon which this Note is issued. The Lender shall be under no duty to enforce payment out of the Collateral securing this Note.

A default under the terms of the Mortgage or any of the other Loan Documents executed in connection therewith shall be and constitute a default under this Note. The unpaid balance of the Principal Amount, plus accrued and unpaid interest thereon, and all of the other Obligations, shall become due and payable at the option of the Lender upon the happening of any event by which said sums shall or may become due and payable under the terms of the Mortgage or the other Loan Documents.

This Note may not be changed orally, but only by an agreement in writing, signed by the party against whom enforcement or any waiver, change, modification or discharge is sought.

The provisions of this Note shall be construed and interpreted, and all rights and obligations of the parties hereunder determined in accordance with the laws of the State of Florida. This note is being executed and delivered by the Borrower to the Lender in Monroe County, Florida.

Dated this ____ day of _____, 2024:

Borrower:

By:

As:

This Instrument Prepared By:
Gregory S. Oropeza, Esq.
OROPEZA, STONES & CARDENAS, PLLC
221 Simonton Street
Key West, FL 33040
305-294-0252

FLORIDA DOCUMENTARY STAMP TAX IN THE AMOUNT OF \$_____ AND INTANGIBLE TAX IN THE AMOUNT OF \$_____ ARE DUE WITH RESPECT TO THE NOTE DATED _____ AND ARE PAID AND AFFIXED TO THIS INSTRUMENT. THE PROMISSORY NOTE SECURED BY THIS MORTGAGE IS A BALLOON MORTGAGE AND THE PRINCIPAL BALANCE OWED UPON MATURITY IS \$_____.

MORTGAGE AND SECURITY AGREEMENT

This Mortgage and Security Agreement is made this ___ day of _____, _____ between _____ (“Mortgagor”), and MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY, a land authority under Section 380.0663(1), Florida Statutes and Monroe County Ordinance No. 031-1986, with an address of 1200 Truman Avenue, Suite 207, Key West, Florida 33040

WITNESSETH:

WHEREAS, Mortgagor is indebted to Mortgagee in the principal sum of _____ and 00/100 DOLLARS (\$_____), as evidenced by that certain promissory note of even date herewith, executed by Mortgagor has delivered to Mortgagee (the “Note”), which by reference is made a part hereof to the same extent as though set out in full herein;

NOW, THEREFORE to secure the performance by Mortgagor of all covenants and conditions in the Note and in this Mortgage and in all other instruments securing the Note, and in order to charge the properties, interests and rights hereinafter described with such payment and performance and to secure additional advances, renewals, extensions and modifications thereof and for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), Mortgagor does hereby mortgage, sell, pledge and assign to Mortgagee and where applicable grant a security interest in:

THE MORTGAGED PROPERTY

(A) All of the land in the County of Monroe, State of Florida, known as the property located at _____, with a parcel identification number of 00166976-011300 & 00166976-011400, more particularly described as:

SEE EXHIBIT "A" ATTACHED HERETO

“the Mortgaged Property”

To have and to hold the same, together with all the improvements now or hereafter erected on such property and all fixtures now or hereafter attached thereto, together with each and every tenements, hereditaments, easements, rights, powers, privileges, immunities and appurtenances thereunto belonging or in anywise appertaining and the reversion and reversions, remainder and remainders, and also all the estate, right, title, interest, homestead, right of dower, separate estate, property, possession and claim whatsoever in law as well as in equity of Mortgagor of, in and to the same in every part and parcel thereof unto Mortgagee in fee simple.

(B) Together with a security interest in all personal property, excluding household goods which are not purchased with the proceeds of the Note, and fixtures affixed to or located on the property described in paragraph (A).

(C) Together with all rents, leases, issues, profits, revenue, income proceeds and other benefits from the property described in paragraph (A) hereof to be applied to the indebtedness secured hereby, provided however, that permission is hereby given to Mortgagor so long as no default has occurred hereunder, to collect, receive, and use such benefits from the property as they become due and payable, but not in advance thereof.

(D) All insurance policies and proceeds thereof and all condemnation proceeds, awards, damages, and claims relating to or derived from the property described in paragraphs (A), (B) and (C) hereof.

(E) Everything referred to in paragraphs (A), (B), (C) and (D) hereof and any additional property hereafter acquired by Mortgagor and subject to the lien of this Mortgage or any part of these properties is herein referred to as the “Mortgaged Property.”

PROVIDED ALWAYS, that if Mortgagor shall pay to Mortgagee the Note at the times and in the manner stipulated therein and in all other instruments securing the Note, including renewals, extension or modification thereof, and in this Mortgage and in all other instruments securing the Note, to be kept, performed or observed by Mortgagor, then this Mortgage shall cease and be void, but shall otherwise remain in full force and effect.

Mortgagor covenants and agrees with Mortgagee as follows:

1. **Compliance with Note and Mortgage; Warranty of Title.** Mortgagor shall comply with all provisions of this Mortgage and of every other instrument securing the Note, including but not limited that certain Land Use Restriction Agreement executed on even date herewith by Mortgagor in favor of Mortgagee, and will promptly pay to Mortgagee the principal and all other sums required to be paid by Mortgagor under the Note and pursuant to the provisions of this Mortgage and of every other instrument securing the Note. Mortgagor covenants that Mortgagor owns and is indefeasibly seized of the Mortgaged Property in fee simple, that the Mortgaged Property is free from all encumbrances except as noted in the legal description above, that Mortgagor has lawful authority to convey, mortgage and encumber the same as provided by the Mortgage, that Mortgagee may peaceably and quietly enjoy the Mortgaged Property, and that

Mortgagor will defend the Mortgaged Property against the claims of all persons whomsoever, and that Mortgagor so warrants.

2. **Payment of Taxes and Liens.** Mortgagor shall pay all the taxes, assessments, levies, liabilities, obligations and encumbrances of every nature now on the Mortgaged Property or that hereafter may be imposed, levied or assessed upon this Mortgage or the Mortgaged Property or upon the indebtedness secured hereby. All such payments are to be made when due and payable according to law before they become delinquent and before any interest attaches or any penalty is incurred.

3. **Insurance.** Mortgagor shall keep the Mortgaged Property and the improvements now existing or hereafter erected on the Mortgaged Property insured as may be required from time to time by Mortgagee against loss by fire, other hazards and contingencies (including flood hazards and related occurrences in the event any portion of the Mortgaged Property is located in a flood hazard area as may be identified from time to time) in such amounts and for such periods as may be required by Mortgagee. Mortgagor shall pay promptly, when due, any premiums on such insurance. All insurance shall be carried with companies approved by Mortgagee and the policy and renewals thereof shall be held by Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to Mortgagee. In the event of loss, Mortgagor shall give immediate notice by mail to Mortgagee and Mortgagee may make proof of loss if not made promptly by Mortgagor. Each insurance company concerned is hereby authorized and directed to make payments for such loss directly to Mortgagee instead of either to Mortgagor or Mortgagor and Mortgagee jointly. Insurance proceeds or any part thereof may be applied by Mortgagee at its option, after deducting therefrom all its expenses including attorney's fees, either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. Mortgagee is hereby authorized, at its option, to settle and compromise any claims, awards, damages, rights of action and proceeds, and any other payment or relief under any insurance policy. In the event of foreclosure of this Mortgage or other transfer of title to the Mortgaged Property in extinguishment of the indebtedness secured hereby, all right, title, and interest of Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

4. **Condemnation.** If the Mortgaged Property or any part thereof shall be damaged or taken through condemnation (which term when used herein shall include any damage or taking by any governmental authority or any other authority authorized by the laws of the State of Florida or the United States of America to so damage or take and any transfer by private sale in lieu thereof), either temporarily or permanently, the entire indebtedness and other sums secured hereby shall, at the option of Mortgagee, become immediately due and payable. Mortgagee shall be entitled to all compensations, awards, damages, claims, rights of action and proceeds of, or on account of any damage or taking through condemnation and is hereby authorized, at its option, to commence, appear in and prosecute, in its own or Mortgagor's name, any action or proceeding relating to any condemnation, and to settle or compromise any claim in connection therewith. All such compensations, awards, damages, claims, rights of action and proceeds, and any other payments or relief, and the right thereto, are hereby assigned by Mortgagor to Mortgagee and Mortgagee after deducting therefrom all its expenses including attorney's fees may release any monies so received by it without affecting the lien of this Mortgage or may apply the same in such manner as Mortgagee shall determine, to the reduction of the sums secured hereby and to any prepayment charge provided in the Note, this Mortgage or any other instrument securing the Note.

Any balance of such monies then remaining shall be paid to Mortgagor. Mortgagor agrees to execute such further assignments of any compensations, awards, damages, claims, rights of action and proceeds as Mortgagee may require.

5. **Care of Mortgaged Property.** Mortgagor shall not remove or demolish any building or other property forming a part of the Mortgaged Property without the written consent of Mortgagee. Mortgagor shall not permit, commit, or suffer any waste, impairment or deterioration of the Mortgaged Property or any part thereof, and shall keep the same and improvements thereon in good condition and repair. Mortgagor shall notify Mortgagee in writing within five (5) days of any injury, damage, or impairment of or occurring on the Mortgaged Property. Mortgagee may, at Mortgagee's discretion, have the Mortgaged Property inspected at any time and Mortgagor shall pay all costs incurred by Mortgagee in executing such inspection.

6. **Mortgagee's Right to Make Certain Payments.** In the event Mortgagor fails to pay or discharge the taxes, assessments, levies, liabilities, obligations and encumbrances, or fails to keep the Mortgaged Property insured or to deliver the policies, premiums paid, or fails to repair the Mortgaged Property as herein agreed, Mortgagee may at its option pay or discharge the taxes, assessments, levies, liabilities, obligations and encumbrances or any part thereof, to produce and pay for such insurance or to make and pay for such repairs. Mortgagee shall have no obligation on its part to determine the validity or necessity of any payment thereof and any such payment shall not waive or affect any option, lien equity or right of Mortgagee under or by virtue of this Mortgage. The full amount of each and every such payment shall be immediately due and payable and shall bear interest from the date thereof until paid at the Default Rate, as hereinafter defined, and together with such interest, shall be secured by the lien of this Mortgage. Nothing herein contained shall be construed as requiring Mortgagee to advance or expend monies for any of the purposes mentioned in this paragraph.

7. **Payment of Expenses.** Mortgagor shall pay all the costs, charges and expenses, including reasonable attorney's fees whether incurred at trial or appellate level, disbursements and cost of abstracts of title, incurred or paid at any time by Mortgagee due to the failure on the part of Mortgagor promptly and fully to perform, comply with and abide by each and every stipulation, agreement, condition and covenant of the Note and this Mortgage. Such costs, charges and expenses, shall be immediately due and payable, whether or not there be notice, demand, attempt to collect or suit pending. The full amount of each and every such payment shall bear interest from the date thereof until paid at the Default Rate, as hereinafter defined. All such costs, charges and expenses so incurred or paid together with such interest, shall be secured by the lien of this Mortgage and any other instrument securing the Note.

8. **Additional Documents.** At all times this Mortgage is in effect, upon Mortgagee's request, Mortgagor shall make, execute and deliver or cause to be made, executed and delivered to Mortgagee and, where appropriate, shall cause to be recorded or filed and thereafter to be re-recorded or refiled at such time and in such places as shall be deemed desirable by Mortgagee any and all such further mortgages, instruments of further assurance, certificates and other documents as Mortgagee may consider necessary or desirable in order to effectuate, complete, enlarge, perfect, or to continue and preserve the obligations of Mortgagor under the Note and this Mortgage and all other instruments securing the Note, and the lien of this Mortgage as first and prior lien upon all the Mortgaged Property. Upon any failure by Mortgagor to do so, Mortgagee may make,

execute, record, file, re-record, or refile any and all such mortgages, instruments, certificates and documents for and in the name of Mortgagor. Mortgagor hereby irrevocably appoints Mortgagee agent and attorney-in-fact of Mortgagor to do all things necessary to effectuate or assure compliance with this paragraph.

9. **Event of Default.** Any one of the following shall constitute an event of default:

(a) Failure by Mortgagor to pay, as and when due and payable, any installments of principal or interest due under the Note, or any deposits for taxes and assessments or insurance premiums due hereunder, or any other sums to be paid by Mortgagor hereunder or under any other instrument securing the Note.

(b) Failure by Mortgagor to duly keep, perform and observe any other covenant, condition or agreement in the Note, this Mortgage, any other instrument securing the Note or any other instrument collateral to the Note, including but not limited the Land Use Restriction Agreement executed on even date herewith, or executed in connection with the sums secured hereby for a period of ten (10) days after Mortgagee gives written notice specifying the breach.

(c) If either Mortgagor or any guarantor or endorser of the Note: (i) files a voluntary petition in bankruptcy, (ii) is adjudicated bankrupt or insolvent; (iii) dies or is judicially determined to be incompetent; (iv) files any petition or answer seeking or acquiescing in any reorganization, management, composition, readjustment, liquidation, dissolution or similar relief for itself under any law relating to bankruptcy, insolvency or other relief for debtors, or (v) seeks or consents to or acquiesces in the appointment of any trustee, receiver, master or liquidator of itself or of all or any substantial part of the Mortgaged Property or of any or all of the rents, revenues, issues, earnings, profits or income thereof, or (vi) makes any general assignment for the benefit of creditors, or (vii) makes any admission in writing of its inability to pay its debts generally as they become due; or (viii) a court of competent jurisdiction enters an order, judgment or decree approving a petition filed against Mortgagor or any guarantor or endorser of the Note, seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future federal, state, or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, which order, judgment or decree remains unvacated and unstayed for an aggregate of sixty (60) days whether or not consecutive from the date of entry thereof; or (ix) any trustee, receiver or liquidator of Mortgagor of all or any substantial part of the Mortgaged Property or of any or all of the rents, revenues, issues, earnings, profits or income thereof, is appointed without the prior written consent of Mortgagee, which appointment shall remain unvacated and unstayed for an aggregate of sixty (60) days whether or not consecutive.

(d) Any breach of any warranty or material untruth of any representation of Mortgagor contained in the Note, this Mortgage or any other instrument securing the Note.

(e) The occurrence of any default under the terms of any mortgage or other security instrument which creates a lien or other security interest on or in the Mortgaged Property.

10. **Acceleration.** If an event of default shall have occurred, Mortgagee may declare the outstanding principal amount of the Note and the interest accrued thereon, and all other sums

secured hereby, to be due and payable immediately. Upon such declaration such principal and interest and other sums shall immediately be due and payable without demand or notice.

11. **Remedies after Default.** Upon an event of default, Mortgagee may proceed by suit or suits at law or in equity or by any other appropriate proceeding or remedy to: (a) enforce payment of the Note or the performance of any term hereof or any other right; (b) foreclose this Mortgage and to sell, as an entirety or in separate lots or parcels, the Mortgaged Property under the judgment or decree of a court or courts of competent jurisdiction; (c) collect all rents, issues, profits, revenue, income and other benefits from the Mortgaged Property; (d) appoint a receiver to enter upon and take possession of the Mortgaged Property and to collect all rents, issues, profits, revenue, income, and other benefits thereof and apply the same as a court may direct and such receiver shall have all rights and powers permitted under law; and (e) pursue any other remedy available to it including, but not limited to taking possession of the Mortgaged Property without notice or hearing to Mortgagor. Mortgagee shall take action either by such proceedings or by the exercise of its power with respect to entry or taking possession, or both, as Mortgagee may determine.

12. **No Waiver.** No delay or omission of Mortgagee or of any holder of the Note to exercise any right, power or remedy accruing upon any event of default shall exhaust or impair any such right, power or remedy or shall be construed to waive any event of default or to constitute acquiescence therein.

13. **Non-Exclusive Remedies.** No right, power or remedy conferred upon or reserved to Mortgagee by the Note, this Mortgage or any other instrument securing the Note is exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or under the Note or any other instrument securing the Note, now or hereafter existing at law, in equity or by statute.

14. **Successors and Assigns Bound.** Whenever one of the parties hereto is named or referred to herein, the heirs, successors and assigns of such party shall be included and all covenants and agreements contained in this Mortgage, by or on behalf of Mortgagor or Mortgagee, shall bind and inure to the benefits of their respective heirs, successors and assigns, whether or not so expressed.

15. **Miscellaneous.** In the event that any of the covenants, agreements, terms or provisions contained in the Note, this Mortgage or any other instrument securing the Note shall be invalid, illegal or unenforceable in any respect, the validity of the remaining covenants, agreements, terms or provisions contained herein and in the Note and any other instrument securing the Note shall be in no way affected, prejudiced or disturbed thereby.

16. **Attorney's Fees.** The term "attorney's fees" as used in this Mortgage includes any and all legal fees of whatever nature including, but not limited to, attorneys' fees, paralegals' fees, legal assistants' fees and fees resulting from any appeal of any interlocutory order or final judgment or any other appellate proceeding arising out of any litigation.

17. **Obligation of Mortgagor.** Mortgagor shall pay the cost of releasing or satisfying this Mortgage of record.

18. **No Transfer.** It is understood and agreed by Mortgagor that as part of the inducement to Mortgagee to make the loan evidenced by the Note, Mortgagee has considered and relied on the creditworthiness and reliability of Mortgagor. Mortgagor covenants and agrees not to sell, convey, transfer, lease or further encumber any interest in or any part of the Mortgaged Property without the prior written consent of Mortgagee, and any such sale, conveyance, transfer, lease or encumbrance made without Mortgagee's prior written consent shall be void. If any person should obtain an interest in all or any part of the Mortgaged Property pursuant to the execution or enforcement of any lien, security interest or other right, whether superior, equal or subordinate to this Mortgage or the lien hereof, such event shall be deemed to be a transfer by Mortgagor and an event of default hereunder.

19. **Default Rate.** The Default Rate shall be the highest rate permitted by applicable law.

20. **Changes to Mortgage.** No modifications to this Mortgage or to any other loan document executed in connection herewith shall be valid or effective unless the same is in writing and signed by Mortgagor and Mortgagee.

21. **Documentary Stamp Tax/Intangible Tax.** Mortgagor, its heirs, personal representatives, successors and assigns, indemnify and agree to defend and hold Mortgagee harmless against Florida documentary stamp and intangible taxes, if any, imposed upon Mortgagee by virtue of its execution and acceptance of this document or its ownership of the Note, and as from time to time further modified and restated, including any penalties, interest, and attorneys' fees incurred by Mortgagee in connection therewith, and all such charges shall be secured by the lien of the Mortgage, and as from time to time amended, and bear interest at the default rate provided in the Note from the date of advance by Mortgagee until paid by Mortgagor. The provisions of this paragraph shall survive the repayment of the Note and the indebtedness evidenced thereby, and satisfaction of the Mortgage, and shall continue for so long as a claim may be asserted by the State of Florida or any of its agencies.

Signature Page Immediately Following

IN WITNESS WHEREOF, this instrument has been executed on the date first above written.

WITNESSES:

Print Name: _____

By: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged by means of physical presence before me this ____ day of _____ by _____ as _____ of _____.

Notary Public
Print Name: _____
My Commission Expires: _____

Personally Known ____ (OR) Produced Identification ____
Type of identification produced _____

THIS INSTRUMENT PREPARED
BY AND RETURN TO:

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

LAND USE RESTRICTION AGREEMENT

VACANT LAND SUGARLOAF KEY, FLORIDA PARCEL IDENTIFICATION NUMBERS 00166976-011400 & 00166976-011300

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

RECITALS

A. This Agreement pertains to the real property located on Sugarloaf Key, Florida bearing Parcel Identification Numbers 00166976-011400 & 00166976-011300 as more particularly described in Exhibit "A" attached hereto and incorporated herein (the "Property").

B. In accordance with Land Authority Resolution No, _____ the Land Authority approved financing in the amount of _____ for the purpose of development of affordable housing on the Property.

C. As a condition of extending a loan to Grantor for development of affordable housing on the Property, Grantor has agreed that the Property shall comply with the affordable housing requirements specified herein.

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

ARTICLE I COMPLIANCE WITH LAND AUTHORITY REQUIREMENTS

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

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

ARTICLE II **CONSIDERATION**

In addition to other purposes, the Land Authority has extended a loan to Grantor for the Property as an inducement to the Grantor to restrict use of the Property to affordable housing in perpetuity. In consideration of said Land Authority extension of a loan for the foregoing purposes, the Grantor and the Land Authority have entered into this Agreement.

ARTICLE III **RELIANCE**

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

ARTICLE IV **TERM**

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

ARTICLE V **ENFORCEMENT**

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

of tenants in possession of units under a valid lease agreement), and thereafter diligently pursues the same to completion within such extended period, the Land Authority shall not have waived its right of enforcement if the default remains uncured after the expiration of the extended cure period.

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

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

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

ARTICLE VII
GOVERNING LAW

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

ARTICLE VIII
NOTICE AND EFFECT

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

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

Grantor:

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

ARTICLE IX
MISCELLANEOUS

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

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

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

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

WITNESSES:

Grantor

Print: _____

By: _____

STATE OF FLORIDA
COUNTY OF MONROE

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

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

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

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

WITNESSES:

MONROE COUNTY COMPREHENSIVE PLAN
LAND AUTHORITY

Print: _____

By: _____

David P. Rice, Chairman

Print: _____

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

Approved as to form and legality

[SEAL]

Gregory S. Oropeza, Esq.

STATE OF FLORIDA
COUNTY OF MONROE

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

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

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AGENDA ITEM WORDING: Approval of a resolution approving an option agreement to sell pre-acquired Florida Forever land described by metes and bounds (Parcel ID# 00118300-000000) on Sugarloaf Key to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida for the price of \$ 55,000; authorizing the Chairman to execute same; and authorizing the Chairman to execute the deed and associated closing documents.

ITEM BACKGROUND:

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

The subject property consists of a 0.95 acre parcel that fronts Johnson Road on the ocean side of Sugarloaf Key near mile marker 20.

The Land Authority is serving as a local partner with the Florida Department of Environmental Protection and pre-acquired the subject property at a price of \$55,000.

The proposed resolution authorizes the Land Authority to sell the subject property to the State for a price of \$55,000, which is 100% of the purchase price the Land Authority paid.

Estimated Net Proceeds of this Sale to the State:

- Sales Price: \$55,000
- Attorney Fee: \$475
- Recording Fees: \$100
- Net Proceeds: \$54,425

RESOLUTION NO. _____

A RESOLUTION OF THE MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY APPROVING AN OPTION AGREEMENT TO SELL PRE-ACQUIRED FLORIDA FOREVER LAND DESCRIBED BY METES AND BOUNDS (PARCEL ID # 00118300-000000) ON SUGARLOAF KEY TO THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA FOR THE PRICE OF \$55,000; AUTHORIZING THE CHAIRMAN TO EXECUTE SAME; AND AUTHORIZING THE CHAIRMAN TO EXECUTE THE DEED AND ASSOCIATED CLOSING DOCUMENTS.

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

WHEREAS, the Florida Department of Environmental Protection has transmitted to the Land Authority the Option Agreement for Sale and Purchase in Attachment "A" (hereinafter "Option Agreement") whereby the Florida Governor and Cabinet, sitting as the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, would purchase pre-acquired Florida Forever land from the Land Authority described by metes and bounds (Parcel ID #00118300-000000) on Sugarloaf Key; and

WHEREAS, on January 8, 2024, the Land Authority Advisory Committee voted x/x to recommend _____ of this resolution; NOW, THEREFORE,

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

Section 1. The Option Agreement for Sale and Purchase in Attachment "A" having a purchase price of \$55,000 is hereby approved and the Chairman is authorized to execute same.

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

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

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

(Seal)

ATTEST:

MONROE COUNTY COMPREHENSIVE
PLAN LAND AUTHORITY

Christine Hurley
Executive Director

David P. Rice
Chairman

Approved as to form and legality

Gregory Oropeza, Esquire

Attachment "A"

OPTION AGREEMENT FOR SALE AND PURCHASE

THIS AGREEMENT is made this ____ day of _____, 20__, between MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY, a land authority under section 380.0663 (1), Florida Statutes, and Monroe County Ordinance Number 031-1986, whose address is 1200 Truman Avenue, Suite 207, Key West, Florida 33040, as "Seller" and the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA ("Trustees"), whose address is the State of Florida Department of Environmental Protection, Division of State Lands, 3900 Commonwealth Blvd., Mail Station 115, Tallahassee, Florida 32399-3000, as "Buyer". Buyer's agent in all matters shall be the Division of State Lands of the Florida Department of Environmental Protection ("DSL").

1. GRANT OF OPTION. Seller hereby grants to Buyer the exclusive option to purchase the real property located in Monroe County, Florida, described in Exhibit "A", together with all timber, transferable development rights, improvements, easements, appurtenances, hereditaments, and riparian and littoral rights, if any (the "Property"), in accordance with the provisions of this Agreement. This Option Agreement becomes legally binding on execution of this Agreement, but exercise of the option is subject to approval by Buyer and is effective only if DSL gives written notice of exercise to Seller.

2. OPTION TERMS. The consideration for the option granted by this Agreement is \$100.00 ("Option Payment"). Upon execution of this Option Agreement by DSL, DSL will apply to the Chief Financial Officer for a state warrant in the amount of the Option Payment, which, will be forwarded to the escrow agent to hold for the benefit of Seller. The Option Payment is non-refundable such that Seller shall be entitled to retain the Option Payment regardless of whether Buyer exercises the Option; Provided, however, the Option Payment shall be credited toward the purchase price at closing if Buyer timely exercises the option as discussed below. The option may be exercised during the period beginning with Buyer's approval of this Agreement at a regularly scheduled meeting of the Governor and Cabinet sitting as the Trustees, and ending 120 days after Buyer's approval of this Agreement ("Option Expiration Date"), unless extended by other provisions of this Agreement. If Buyer's funds in the amount of the purchase price (as hereinafter defined in paragraph 3.A.) are not available by the Option Expiration Date the period of exercise of the option may be extended until such funds become available, not to exceed 60 days after the Option Expiration Date, by written notice to Seller. If Buyer's funds are not available at the end of the 60-day extension then this Agreement shall terminate and neither party shall have further obligations under the provisions of this Agreement. If Buyer does not exercise its option by the Option Expiration Date, as extended if applicable, then the escrow agent is directed to release and disburse the Option Payment to Seller the following day. If Buyer does timely exercise its option, then escrow agent shall credit the Option Payment toward the purchase price paid by Buyer at closing.

3.A. PURCHASE PRICE. The purchase price for the Property is FIFTY-FIVE THOUSAND AND NO/100 DOLLARS (\$55,000.00) ("Initial Purchase Price") which, after credit for the Option Payment, will be paid at closing. Seller hereby authorizes Buyer to issue a state warrant for the Purchase Price directly to an escrow agent who is authorized by law to receive such payment, and who is acceptable to Buyer, and to require the escrow agent to pay Seller's expenses of sale and real estate taxes. The Initial Purchase Price is subject to adjustment in accordance with paragraph 3.B. This Agreement is contingent upon approval of the Final Adjusted Purchase Price, hereinafter defined, by Buyer and upon confirmation that the Final Adjusted Purchase Price is not in excess of the maximum value of the Property as determined in accordance with Section 253.025, Florida Statutes ("DSL Approved Value"). The determination of the DSL Approved Value and the Final Adjusted Purchase Price can only be made after the completion and DSL's approval of the survey required in paragraph 6.

3.B. ADJUSTMENT OF PURCHASE PRICE. If, prior to closing, DSL determines that the Initial Purchase Price exceeds the DSL Approved Value of the Property, the Initial Purchase Price will be reduced to the DSL Approved Value of the Property (herein the "Final Adjusted Purchase Price"). If the Final Adjusted Purchase Price is less than 95% of the Initial Purchase Price because of the adjustment provided for in this paragraph, Seller shall, in Seller's sole discretion, have the right to terminate this Agreement and neither party shall have any further obligations under this Agreement. If Seller elects to terminate this Agreement, Seller shall provide written notice to DSL of Seller's election to terminate this Agreement within 10 days after Seller's receipt of written notice from DSL of the Final Adjusted Purchase Price. If Seller fails to give Buyer a written notice of termination within the aforesaid time period from receipt of DSL's written notice, then Seller shall be deemed to have waived any right to terminate this Agreement based upon a reduction in the Initial Purchase Price pursuant to the provisions of this paragraph 3.B. The Final Adjusted Purchase Price as calculated in this paragraph 3.B. is subject to further adjustment in accordance with the

provisions of this Agreement. The Initial Purchase Price and the Final Adjusted Purchase Price, whichever is applicable depending on whether or not an adjustment has occurred under the provisions of this paragraph 3.B. are hereinafter referred to as the "Purchase Price".

4. ENVIRONMENTAL SITE ASSESSMENT. Buyer, prior to the exercise of the option and at its sole cost and expense, may conduct an environmental site assessment of the Property to determine the existence and extent, if any, of any Hazardous Materials on the Property. If further investigations, testing, monitoring or environmental site assessments are required by DSL to determine the existence or extent of Hazardous Materials on the Property, Buyer, at its sole option may elect to extend the Option Expiration Date to conduct such procedures at the Buyer's sole cost and expense. For purposes of this Agreement "Hazardous Materials" shall mean any hazardous or toxic substance, material or waste of any kind or any other substance which is regulated by any Environmental Law (as hereinafter defined in paragraph 5).

5. HAZARDOUS MATERIALS. If the environmental site assessment provided for in paragraph 4 confirms the presence of Hazardous Materials on the Property, Buyer, at its sole option, may elect to terminate this Agreement and neither party shall have any further obligations under this Agreement. Should Buyer elect not to terminate this Agreement, Seller shall, at Seller's sole cost and expense and prior to the exercise of the option and closing, promptly commence and diligently pursue any assessment, clean up and monitoring of the Property necessary to bring the Property into full compliance with Environmental Law to DSL's satisfaction in its sole discretion. "Environmental Law" shall mean all federal, state and local laws, including statutes, regulations, ordinances, codes, rules, judgments, orders, decrees, permits, concessions, grants, franchises, licenses, agreements and other governmental restrictions relating to the protection of the environment or human health, welfare or safety, or to the emission, discharge, seepage, release or threatened release of any contaminant, solid waste, hazardous waste, pollutant, irritant, petroleum product, waste product, radioactive material, flammable or corrosive substance, carcinogen, explosive, polychlorinated biphenyl, asbestos, hazardous or toxic substance, material or waste of any kind into the environment, including, without limitation, ambient air, surface water, ground water, or land including, but not limited to, the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Federal Resource and Conservation and Recovery Act of 1976, the Hazardous and Solid Waste Amendments of 1984, the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Federal Superfund Amendments and Reauthorization Act of 1986, Chapters 161, 253, 373, 376 and 403, Florida Statutes, Rules of the U.S. Environmental Protection Agency, Rules of the Florida Department of Environmental Protection, and the rules of the Florida water management districts now or at any time hereafter in effect. However, should the estimated cost to Seller of clean up of Hazardous Materials exceed a sum which is equal to 3% of the Initial Purchase Price as stated in paragraph 3.A. Seller may elect to terminate this Agreement and neither party shall have any further obligations under this Agreement. If Hazardous Materials placed on the Property prior to closing are discovered after closing, Seller shall remain obligated hereunder, with such obligation to survive the closing, delivery, and recording of the deed described in paragraph 9 of this Agreement and Buyer's possession of the Property, to diligently pursue and accomplish the clean up of Hazardous Materials in a manner consistent with all applicable Environmental Laws and at Seller's sole cost and expense.

6. SURVEY. Buyer may have the Property surveyed at its expense. If the survey ("Survey"), certified by professional surveyor and mapper licensed by the State of Florida, shows any reduction in acreage from the appraised acreage to the surveyed acreage, any encroachment on the Property or that improvements intended to be located on the Property encroach on the land of others, the same shall be treated as a title defect.

7. TITLE INSURANCE. Buyer may provide a marketable title insurance commitment, to be followed by an owner's marketable title insurance policy (ALTA Form "B" with Florida revisions) from a title insurance company approved by DSL, insuring marketable title to the Property in the amount of the Purchase Price at Buyer's expense.

8. DEFECTS IN TITLE. If the title insurance commitment or Survey furnished pursuant to this Agreement discloses any defects in title which are not acceptable to Buyer, Seller shall, within 90 days after notice from Buyer, remove said defects in title. Seller agrees to use diligent effort to correct the defects in title within the time provided therefor, including the bringing of necessary suits. Defects arising from liens against the Property shall be satisfied at closing from Seller's proceeds. If Seller is unsuccessful in removing the title defects within said time, Buyer shall have the option to either: (a) accept the title as it then is with a reduction in the Purchase Price by an amount determined by DSL, (b) accept the title as it then is with no reduction in the Purchase Price, (c) extend the amount of time Seller has to remove the defects in title, (d) cut out the affected portion of the Property and reduce the Purchase Price by an amount equal to the product of the Purchase Price per acre for the acres being cut out, multiplied by the acreage cut out, or (e) terminate this Agreement, thereupon releasing Buyer and Seller from all further obligations under this

Agreement. If Seller fails to make a diligent effort to remove the title defects, Seller shall be in default and the provisions of paragraph 18 of this Agreement shall apply.

9. INTEREST CONVEYED. At closing, Seller shall execute and deliver to Buyer a statutory warranty deed in accordance with the provisions of Section 689.02, Florida Statutes, conveying marketable title to the Property in fee simple free and clear of all liens, reservations, restrictions, easements, leases, tenancies and other encumbrances, except for those that are acceptable encumbrances in the sole discretion of Buyer and do not impair the marketability of the title to the Property. Any sovereignty submerged lands included in the Property ownership will be conveyed to the Buyer by quitclaim deed and shall not be included in the purchase price.

10. PREPARATION OF CLOSING DOCUMENTS. Upon execution of this Agreement, Seller shall submit to Buyer a properly completed and executed beneficial interest affidavit and disclosure statement as required by Sections 286.23, 375.031(1) and 380.08(2), Florida Statutes. Buyer shall prepare the deed described in paragraph 9 of this Agreement, Buyer's and Seller's closing statements and the title, possession and lien affidavit certified to Buyer and title insurer and an environmental affidavit on DSL forms provided by DSL.

11. DSL REVIEW FOR CLOSING. DSL will approve or reject each item required for closing under this Agreement. If DSL rejects an item for closing which was submitted by the Seller, Seller will have 30 days thereafter to remove and resubmit any rejected item. If Seller fails to timely deliver any items required of Seller, or DSL rejects any item after delivery, the Option Expiration Date shall be extended until DSL approves Seller's documents or until Buyer elects to terminate the Agreement.

12. EXPENSES. Seller will pay the documentary revenue stamp tax and all other taxes or costs associated with the conveyance, including the cost of recording the deed described in paragraph 9. of this Agreement and any other recordable instruments that DSL deems necessary to assure good and marketable title to the Property.

13. TAXES AND ASSESSMENTS. At closing, Seller shall satisfy all real estate taxes and assessments that are or may become a lien against the Property. If Buyer acquires fee title to the Property between January 1 and November 1, Seller shall in accordance with Section 196.295, Florida Statutes, place in escrow with the county tax collector an amount equal to the current taxes prorated to the date of transfer based upon the current assessment and millage rates on the Property. If Buyer acquires fee title to the Property on or after November 1, Seller shall pay to the county tax collector an amount equal to the taxes that are determined to be legally due and payable by the county tax collector.

14. CLOSING PLACE AND DATE. The closing shall be on or before 15 days after Buyer exercises the option; provided, however, that if a defect exists in the title to the Property, title commitment, Survey, environmental site assessment, or any documents required to be provided or completed and executed, the closing shall occur either on the original closing date or within 60 days after receipt of documentation removing the defects, whichever is later. Buyer shall set the date, time and place of closing.

15. RISK OF LOSS AND CONDITION OF PROPERTY. Seller assumes all risk of loss or damage to the Property prior to the date of closing and warrants that the Property shall be transferred and conveyed to Buyer in the same or essentially the same condition as of the date of Seller's execution of this Agreement, ordinary wear and tear excepted. If the condition of the Property is altered, by an act of God or other natural force beyond the control of Seller, however, Buyer may elect, at its sole option, to terminate this Agreement and neither party shall have any further obligations under this Agreement. Seller represents and warrants that there are no parties other than Seller in occupancy or possession of any part of the Property. Seller warrants that there are no facts known to Seller materially affecting the value of the Property which are not readily observable by Buyer or which have not been disclosed to Buyer.

All wells located on the Property shall be duly abandoned at the Seller's sole cost and expense prior to the exercise of the option unless this requirement is waived by DSL in writing. Seller warrants that any billboards on the property shall be removed prior to closing.

Seller agrees to clean up and remove all abandoned personal property, refuse, garbage, junk, rubbish, trash and debris (hereafter, "trash and debris") from the Property to the satisfaction of DSL prior to exercise of the option by Buyer. If the Seller does not remove all trash and debris from the Property prior to closing, Buyer at its sole option, may elect to: (a) deduct the expense necessary to remove trash and debris from the Seller's proceeds of sale up to but not to exceed 5% of the Initial Purchase Price and proceed to close, with the Buyer incurring any additional expenses necessary to remove all trash and debris and clean up the Property subsequent to closing, (b) extend the amount of

time the Seller has to remove all trash and debris from the Property, (c) terminate this Agreement, and neither party shall have any further obligations under the Agreement.

16. **RIGHT TO ENTER PROPERTY AND POSSESSION.** Seller agrees that from the date this Agreement is executed by Seller, Buyer and its agents, upon reasonable notice, shall have the right to enter the Property for all lawful purposes in connection with this Agreement. Seller shall deliver possession of the Property to Buyer at closing.

17. **ACCESS.** Seller warrants that there is legal and practical ingress and egress for the Property over public roads or valid, recorded easements for the use and benefit of and as an appurtenance to the Property.

18. **DEFAULT.** If Seller defaults under this Agreement, Buyer may waive the default and proceed to closing, seek specific performance, or refuse to close and elect to receive the return of any money paid, each without waiving any action for damages, or any other remedy permitted by law or in equity resulting from Seller's default.

19. **BROKERS.** Seller warrants that no persons, firms, corporations or other entities are entitled to a real estate commission or other fees as a result of this Agreement or subsequent closing, except as accurately disclosed on the disclosure statement required in paragraph 10. Seller shall indemnify and hold Buyer harmless from any and all such claims, whether disclosed or undisclosed.

20. **RECORDING.** Buyer may record this Agreement, or notice of it, in the appropriate county or counties.

21. **ASSIGNMENT.** This Agreement may be assigned by Buyer, with the prior written consent of Seller. Seller may not assign this Agreement without the prior written consent of Buyer.

22. **TIME.** Time is of essence with regard to all dates or times set forth in this Agreement.

23. **SEVERABILITY.** If any of the provisions of this Agreement are deemed to be unenforceable and the unenforceability of said provisions does not adversely affect the purpose and intent of this Agreement, in Buyer's sole discretion, the enforceability of the remaining provisions of this Agreement shall not be affected.

24. **SUCCESSORS IN INTEREST.** This Agreement shall bind and inure to the benefit of Seller and Buyer and their respective heirs, legal representatives and successors. Whenever used, the singular shall include the plural and one gender shall include all genders.

25. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations and understandings of the parties. No supplement, modification or amendment to this Agreement shall be binding unless executed in writing by the parties. Notwithstanding the foregoing, the parties acknowledge that the legal description contained in Exhibit "A" was prepared based upon historic chain of title information, without the benefit of a current survey of the Property. The parties agree that if, in the opinion of DSL, it becomes necessary to amend the legal description of the Property to correct errors, to more properly describe the Property, to cut out portions of the Property affected by title defects unacceptable to Buyer or which cannot be timely cured by the Seller, or to otherwise revise the legal description of the Property, the legal description to be used in the Survey (if any) and in the closing instruments required by this Agreement shall be revised by or at the direction of DSL, and shall be subject to the final approval of DSL. Anything to the contrary hereinabove notwithstanding, such a revision of the legal description of the Property shall not require a written amendment to this Agreement. In such event, the Seller's execution and delivery of the closing instruments containing the revised legal description and the Buyer's acceptance of said instruments and of the final Survey (if any) containing the revised legal description shall constitute a full and complete ratification and acceptance of the revised legal description of the Property by the parties. Seller acknowledges that the Trustees have made various delegations of power for the purpose of land acquisition, and not all representatives of the Trustees or the DSL have authority to act in all situations. Consequently, this Agreement may be terminated by the Trustees pursuant to any provision therefor contained in this Agreement only in writing signed by the person or persons who signed this Agreement on behalf of the Trustees or that person's successor.

26. **WAIVER.** Failure of Buyer to insist upon strict performance of any covenant or condition of this Agreement, or to exercise any right herein contained, shall not be construed as a waiver or relinquishment for the future of any such covenant, condition or right; but the same shall remain in full force and effect. Seller hereby waives its rights to any and all claims against Buyer or Monroe County associated with, or arising from ownership of, said lands and this waiver shall survive closing.

27. COUNTERPARTS. This Agreement may be executed in one or more counterparts, but all such counterparts, when duly executed, shall constitute one and the same Agreement.

28. ADDENDUM. Any addendum attached hereto that is signed by the parties shall be deemed a part of this Agreement.

29. NOTICE. Whenever either party desires or is required to give notice unto the other, it must be given by written notice, and either delivered personally, transmitted via facsimile transmission, mailed postage prepaid, or sent by overnight courier to the appropriate address indicated on the first page of this Agreement, or such other address as is designated in writing by a party to this Agreement.

30. CERTIFICATION REGARDING TERRORISM. Seller hereby certifies that to the best of Seller's knowledge, after making all appropriate inquiries, Seller is in compliance with, and shall use all funds derived from the sale of the Property in compliance with all applicable anti-terrorism laws, regulations, rules and executive orders, including but not limited to, the USA Patriot Act of 2001, 18 U.S.C. sections 2339A-C, and U.S. Presidential Executive Orders 12947 and 13224.

31. SURVIVAL. The covenants, warranties, representations, indemnities and undertakings of Seller set forth in this Agreement shall survive the closing, the delivery and recording of the deed described in paragraph 9 of this Agreement and Buyer's possession of the Property.

IF THIS AGREEMENT IS NOT EXECUTED BY THE SELLER, ON OR BEFORE **FEBRUARY 7, 2024**, BUYER SHALL BE UNDER NO OBLIGATION TO ACCEPT THIS AGREEMENT. BUYER'S EXECUTION OF THIS AGREEMENT IS SUBJECT TO APPROVAL BY THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA. THE EXERCISE OF THE OPTION PROVIDED FOR HEREIN IS SUBJECT TO: (1) CONFIRMATION THAT THE PURCHASE PRICE IS NOT IN EXCESS OF THE DSL APPROVED VALUE OF THE PROPERTY, AND (2) DSL APPROVAL OF ALL DOCUMENTS TO BE FURNISHED HEREUNDER. THE STATE OF FLORIDA'S PERFORMANCE AND OBLIGATION TO PAY UNDER THIS AGREEMENT IS CONTINGENT UPON AN ANNUAL APPROPRIATION BY THE LEGISLATURE AND UPON THE FUNDING OF THE APPROPRIATION THROUGH THE ISSUANCE OF FLORIDA FOREVER BONDS BY THE STATE OF FLORIDA OR OTHER FUNDING AS PROVIDED BY THE LEGISLATURE.

THIS IS INTENDED TO BE A LEGALLY BINDING AGREEMENT WHEN DULY EXECUTED. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

SELLER

MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY, a land authority under section 380.0663 (1), Florida Statutes, and Monroe County Ordinance Number 031-1986

Witness as to Seller

David P. Rice, Chairman

Printed Name of Witness

Witness Address

Date signed by Seller

Witness Address

Phone No. (8 a.m. – 5 p.m.)

Witness as to Seller

Printed Name of Witness

Witness Address

Witness Address

STATE OF _____)

COUNTY OF _____)

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

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

(NOTARY PUBLIC SEAL)

Notary Public

(Printed, Typed or Stamped Name of Notary Public)

Commission No.: _____

My Commission Expires: _____

BUYER

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

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

BY: _____
Callie DeHaven, Director

Witness as to Buyer

Printed Name of Witness

3800 Commonwealth Blvd., MS 115
Witness Address

Tallahassee, Florida 32399-3000
Witness Address

Date signed by Buyer

Approved as to Form and Legality

By: _____

Date: _____

Witness as to Buyer

Printed Name of Witness

3800 Commonwealth Blvd., MS 115
Witness Address

Tallahassee, Florida 32399-3000
Witness Address

STATE OF _____)

COUNTY OF _____)

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

(NOTARY PUBLIC SEAL)

Notary Public

(Printed, Typed or Stamped Name of
Notary Public)

Commission No.: _____

My Commission Expires: _____

Exhibit A

On the Island of Sugarloaf, in Monroe County, Florida, and known as part of parcel Number Two (2), the same being a part of Lot Four (4), Section Thirty-one (31), Township Sixty-six (66) South, Range Twenty-eight (28) East, but more particularly described as follows:

Commencing at the NW corner of Lot Four (4), in Section Thirty-one (31), of Township Sixty-six (66) South, Range Twenty-eight (28) East, now monumented by an iron pin surrounded by a pile of rocks, thence due South for a distance of One Thousand Three Hundred and Ninety-two (1,392) feet, as a Point of Beginning, from said Point of Beginning, continue due South for a distance of Fifty (50) feet, thence Ninety (90) degrees due East for a distance of Four Hundred and Thirty-five (435) feet, thence ninety (90) degrees due North for a distance of Fifty (50) feet, thence ninety (90) degrees due West for a distance of Four Hundred and Thirty Five (435) feet to the Point of Beginning. References being had to Plat Book 1, Page 175, Monroe County, Florida records.

together with:

On the Island of Sugarloaf, in Monroe County, Florida, and known as part of parcel Number Two (2), the same being a part of Lot Four (4), Section Thirty-one (31), Township Sixty-six (66) South, Range Twenty-eight (28) East, but more particularly described as follows:

Commencing at the NW corner of Lot Four (4), in Section Thirty-one (31), of Township Sixty-six (66) South, Range Twenty-eight (28) East, now monumented by an iron pin surrounded by a pile of rocks, thence due South for a distance of One Thousand Three Hundred and Ninety-two (1,392) feet, as a Point of Beginning, thence run ninety (90) degrees due East for a distance of Four Hundred and Thirty-five (435) feet; thence ninety (90) degrees due South Fifty (50) feet; thence Ninety (90) degrees due East for a distance of One Hundred Eighty-Two (182) feet, thence ninety (90) degrees due North for a distance of Seventy (70) feet, thence Ninety (90) degrees due West Six Hundred Seventeen (617) feet; thence Ninety (90) degrees due South for a distance of Twenty (20) feet to the Point of Beginning. Reference being had to Plat Book 1, Page 175, Monroe County, Florida records.

Less that portion conveyed to the County of Monroe, by deeds recorded in Official Records Book 42, Page 438, Official Records Book 42, Page 440, and Official Records Book 42, Page 442 all of the Public Records of Monroe County, Florida.

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

BSM APPROVED

By: J.A. Date: 11/27/2023

ADDENDUM
BENEFICIAL INTEREST AND DISCLOSURE AFFIDAVIT
(OTHER)

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

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

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

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

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

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

<u>Name and Address of Parties Involved</u>	<u>Date</u>	<u>Type of Transaction</u>	<u>Amount of Transaction</u>
Maria Christine Lopez, Individually and as Trustee of the Maria Christina Ruiz Living Trust dated 5/17/17 as amended, n/k/a the Maria Christina Lopez Living Trust dated 5/17/17 1 W. Cypress Terrace Key West, FL 33040	10/11/23	Sale to Monroe County Comprehensive Plan Land Authority 1200 Truman Avenue, Suite 207 Key West, FL 33040	\$55,000
Manuel Ruiz 17307 Cayman Drive Sugarloaf Key, FL 33042	10/14/22	Sale to Maria Christina Lopez, formerly known as Maria Christina Ruiz to the same Maria Christina Lopez, as Trustee of the Maria Christina Ruiz Living Trust of 5/17/17 1 West Cypress Terrace Key West, FL 33040	\$100

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

AND FURTHER AFFIANT SAYETH NOT.

AFFIANT

David P. Rice

STATE OF _____)

COUNTY OF _____)

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

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

(NOTARY PUBLIC SEAL)

Notary Public

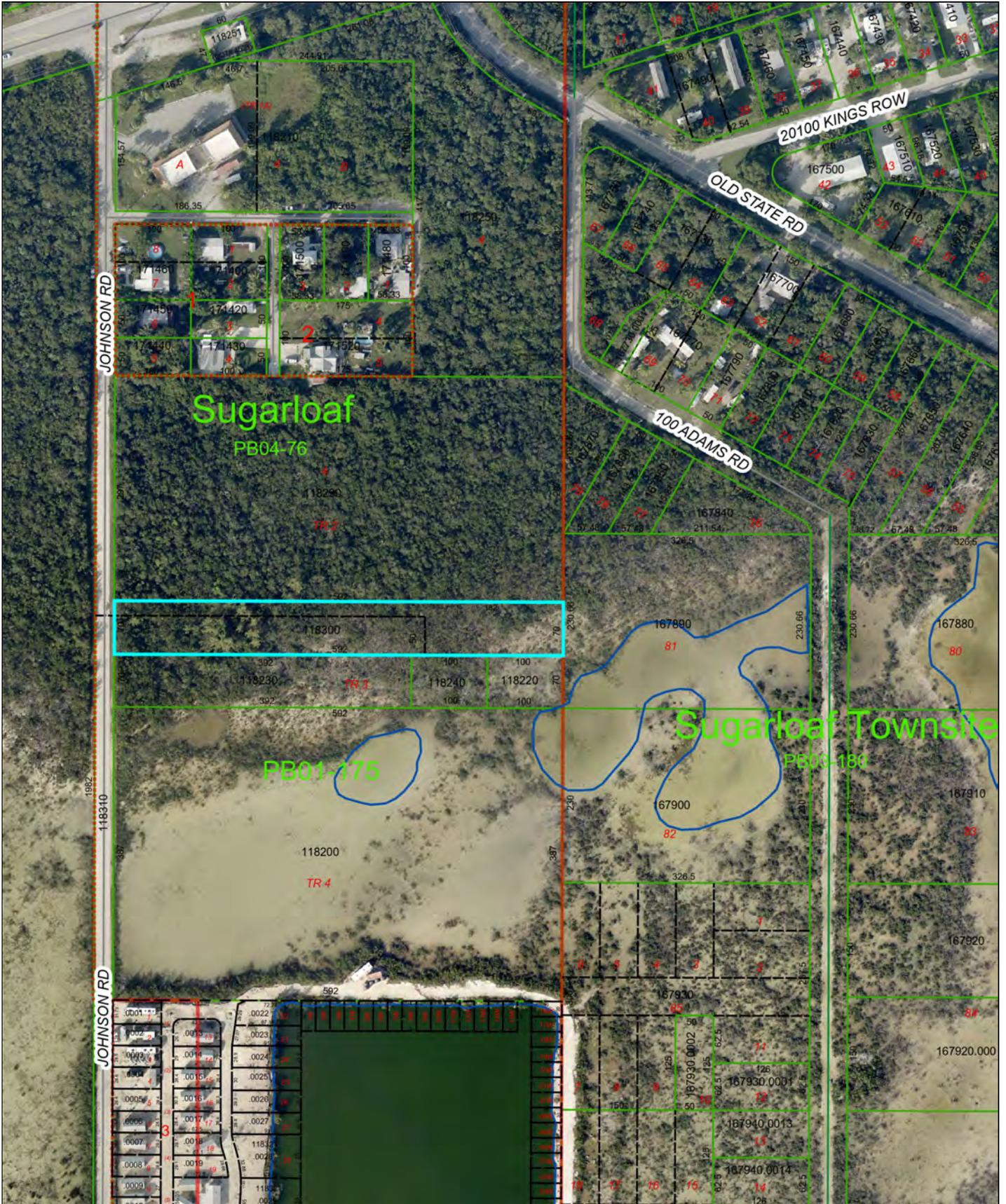
(Printed, Typed or Stamped Name of Notary Public)

Commission No.: _____

My Commission Expires: _____

Sugarloaf Key Acreage

Parcel ID #00118300-000000



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AGENDA ITEM WORDING: Approval of a resolution approving an option agreement to sell pre-acquired Florida Forever land described by metes and bounds (Parcel ID# 00114000-000000) on Ramrod Key to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida for the price of \$320,000; authorizing the Chairman to execute same; and authorizing the Chairman to execute the deed and associated closing documents.

ITEM BACKGROUND:

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

The subject property consists of a 9.8 acre parcel that fronts US 1 on the ocean side of Ramrod Key near mile marker 27.

The Land Authority is serving as a local partner with the Florida Department of Environmental Protection and pre-acquired the subject property at a price of \$320,000.

The proposed resolution authorizes the Land Authority to sell the subject property to the State for a price of \$320,000, which is 100% of the purchase price the Land Authority paid.

Estimated Net Proceeds of this Sale to the State:

- Sales Price: \$320,000
- Attorney Fee: \$475
- Recording Fees: \$100
- Net Proceeds: \$319,425

RESOLUTION NO. _____

A RESOLUTION OF THE MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY APPROVING AN OPTION AGREEMENT TO SELL PRE-ACQUIRED FLORIDA FOREVER LAND DESCRIBED BY METES AND BOUNDS (PARCEL ID # 00114000-000000) ON RAMROD KEY TO THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA FOR THE PRICE OF \$320,000; AUTHORIZING THE CHAIRMAN TO EXECUTE SAME; AND AUTHORIZING THE CHAIRMAN TO EXECUTE THE DEED AND ASSOCIATED CLOSING DOCUMENTS.

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

WHEREAS, the Florida Department of Environmental Protection has transmitted to the Land Authority the Option Agreement for Sale and Purchase in Attachment "A" (hereinafter "Option Agreement") whereby the Florida Governor and Cabinet, sitting as the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, would purchase pre-acquired Florida Forever land from the Land Authority described by metes and bounds (Parcel ID #00114000-000000) on Ramrod Key; and

WHEREAS, on January 8, 2024, the Land Authority Advisory Committee voted x/x to recommend _____ of this resolution; NOW, THEREFORE,

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

Section 1. The Option Agreement for Sale and Purchase in Attachment "A" having a purchase price of \$320,000 is hereby approved and the Chairman is authorized to execute same.

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

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

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

(Seal)

ATTEST:

MONROE COUNTY COMPREHENSIVE
PLAN LAND AUTHORITY

Christine Hurley
Executive Director

David P. Rice
Chairman

Approved as to form and legality

Gregory Oropeza, Esquire

OPTION AGREEMENT FOR SALE AND PURCHASE

THIS AGREEMENT is made this ____ day of _____, 20__, between MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY, a land authority under section 380.0663 (1), Florida Statutes, and Monroe County Ordinance Number 031-1986, whose address is 1200 Truman Avenue, Suite 207, Key West, Florida 33040, as "Seller" and the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA ("Trustees"), whose address is the State of Florida Department of Environmental Protection, Division of State Lands, 3900 Commonwealth Blvd., Mail Station 115, Tallahassee, Florida 32399-3000, as "Buyer". Buyer's agent in all matters shall be the Division of State Lands of the Florida Department of Environmental Protection ("DSL").

1. **GRANT OF OPTION.** Seller hereby grants to Buyer the exclusive option to purchase the real property located in Monroe County, Florida, described in Exhibit "A", together with all timber, transferable development rights, improvements, easements, appurtenances, hereditaments, and riparian and littoral rights, if any (the "Property"), in accordance with the provisions of this Agreement. This Option Agreement becomes legally binding on execution of this Agreement, but exercise of the option is subject to approval by Buyer and is effective only if DSL gives written notice of exercise to Seller.

2. **OPTION TERMS.** The consideration for the option granted by this Agreement is \$100.00 ("Option Payment"). Upon execution of this Option Agreement by DSL, DSL will apply to the Chief Financial Officer for a state warrant in the amount of the Option Payment, which, will be forwarded to the escrow agent to hold for the benefit of Seller. The Option Payment is non-refundable such that Seller shall be entitled to retain the Option Payment regardless of whether Buyer exercises the Option; Provided, however, the Option Payment shall be credited toward the purchase price at closing if Buyer timely exercises the option as discussed below. The option may be exercised during the period beginning with Buyer's approval of this Agreement at a regularly scheduled meeting of the Governor and Cabinet sitting as the Trustees, and ending 150 days after Buyer's approval of this Agreement ("Option Expiration Date"), unless extended by other provisions of this Agreement. If Buyer's funds in the amount of the purchase price (as hereinafter defined in paragraph 3.A.) are not available by the Option Expiration Date the period of exercise of the option may be extended until such funds become available, not to exceed 60 days after the Option Expiration Date, by written notice to Seller. If Buyer's funds are not available at the end of the 60-day extension then this Agreement shall terminate and neither party shall have further obligations under the provisions of this Agreement. If Buyer does not exercise its option by the Option Expiration Date, as extended if applicable, then the escrow agent is directed to release and disburse the Option Payment to Seller the following day. If Buyer does timely exercise its option, then escrow agent shall credit the Option Payment toward the purchase price paid by Buyer at closing.

3.A. **PURCHASE PRICE.** The purchase price for the Property is THREE HUNDRED TWENTY THOUSAND AND NO/100 DOLLARS (\$320,000.00) ("Initial Purchase Price") which, after credit for the Option Payment, will be paid at closing. Seller hereby authorizes Buyer to issue a state warrant for the Purchase Price directly to an escrow agent who is authorized by law to receive such payment, and who is acceptable to Buyer, and to require the escrow agent to pay Seller's expenses of sale and real estate taxes. The Initial Purchase Price is subject to adjustment in accordance with paragraph 3.B. This Agreement is contingent upon approval of the Final Adjusted Purchase Price, hereinafter defined, by Buyer and upon confirmation that the Final Adjusted Purchase Price is not in excess of the maximum value of the Property as determined in accordance with Section 253.025, Florida Statutes ("DSL Approved Value"). The determination of the DSL Approved Value and the Final Adjusted Purchase Price can only be made after the completion and DSL's approval of the survey required in paragraph 6.

3.B. **ADJUSTMENT OF PURCHASE PRICE.** If, prior to closing, DSL determines that the Initial Purchase Price exceeds the DSL Approved Value of the Property, the Initial Purchase Price will be reduced to the DSL Approved Value of the Property (herein the "Final Adjusted Purchase Price"). If the Final Adjusted Purchase Price is less than 95% of the Initial Purchase Price because of the adjustment provided for in this paragraph, Seller shall, in Seller's sole discretion, have the right to terminate this Agreement and neither party shall have any further obligations under this Agreement. If Seller elects to terminate this Agreement, Seller shall provide written notice to DSL of Seller's election to terminate this Agreement within 10 days after Seller's receipt of written notice from DSL of the Final Adjusted Purchase Price. If Seller fails to give Buyer a written notice of termination within the aforesaid time period from receipt of DSL's written notice, then Seller shall be deemed to have waived any right to terminate this Agreement based upon a reduction in the Initial Purchase Price pursuant to the provisions of this paragraph 3.B. The Final Adjusted Purchase Price as calculated in this paragraph 3.B. is subject to further adjustment in accordance with the

provisions of this Agreement. The Initial Purchase Price and the Final Adjusted Purchase Price, whichever is applicable depending on whether or not an adjustment has occurred under the provisions of this paragraph 3.B. are hereinafter referred to as the "Purchase Price".

4. ENVIRONMENTAL SITE ASSESSMENT. Buyer, prior to the exercise of the option and at its sole cost and expense, may conduct an environmental site assessment of the Property to determine the existence and extent, if any, of any Hazardous Materials on the Property. If further investigations, testing, monitoring or environmental site assessments are required by DSL to determine the existence or extent of Hazardous Materials on the Property, Buyer, at its sole option may elect to extend the Option Expiration Date to conduct such procedures at the Buyer's sole cost and expense. For purposes of this Agreement "Hazardous Materials" shall mean any hazardous or toxic substance, material or waste of any kind or any other substance which is regulated by any Environmental Law (as hereinafter defined in paragraph 5).

5. HAZARDOUS MATERIALS. If the environmental site assessment provided for in paragraph 4 confirms the presence of Hazardous Materials on the Property, Buyer, at its sole option, may elect to terminate this Agreement and neither party shall have any further obligations under this Agreement. Should Buyer elect not to terminate this Agreement, Seller shall, at Seller's sole cost and expense and prior to the exercise of the option and closing, promptly commence and diligently pursue any assessment, clean up and monitoring of the Property necessary to bring the Property into full compliance with Environmental Law to DSL's satisfaction in its sole discretion. "Environmental Law" shall mean all federal, state and local laws, including statutes, regulations, ordinances, codes, rules, judgments, orders, decrees, permits, concessions, grants, franchises, licenses, agreements and other governmental restrictions relating to the protection of the environment or human health, welfare or safety, or to the emission, discharge, seepage, release or threatened release of any contaminant, solid waste, hazardous waste, pollutant, irritant, petroleum product, waste product, radioactive material, flammable or corrosive substance, carcinogen, explosive, polychlorinated biphenyl, asbestos, hazardous or toxic substance, material or waste of any kind into the environment, including, without limitation, ambient air, surface water, ground water, or land including, but not limited to, the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Federal Resource and Conservation and Recovery Act of 1976, the Hazardous and Solid Waste Amendments of 1984, the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Federal Superfund Amendments and Reauthorization Act of 1986, Chapters 161, 253, 373, 376 and 403, Florida Statutes, Rules of the U.S. Environmental Protection Agency, Rules of the Florida Department of Environmental Protection, and the rules of the Florida water management districts now or at any time hereafter in effect. However, should the estimated cost to Seller of clean up of Hazardous Materials exceed a sum which is equal to 3% of the Initial Purchase Price as stated in paragraph 3.A. Seller may elect to terminate this Agreement and neither party shall have any further obligations under this Agreement. If Hazardous Materials placed on the Property prior to closing are discovered after closing, Seller shall remain obligated hereunder, with such obligation to survive the closing, delivery, and recording of the deed described in paragraph 9 of this Agreement and Buyer's possession of the Property, to diligently pursue and accomplish the clean up of Hazardous Materials in a manner consistent with all applicable Environmental Laws and at Seller's sole cost and expense.

6. SURVEY. Buyer may have the Property surveyed at its expense. If the survey ("Survey"), certified by professional surveyor and mapper licensed by the State of Florida, shows any reduction in acreage from the appraised acreage to the surveyed acreage, any encroachment on the Property or that improvements intended to be located on the Property encroach on the land of others, the same shall be treated as a title defect.

7. TITLE INSURANCE. Buyer may provide a marketable title insurance commitment, to be followed by an owner's marketable title insurance policy (ALTA Form "B" with Florida revisions) from a title insurance company approved by DSL, insuring marketable title to the Property in the amount of the Purchase Price at Buyer's expense.

8. DEFECTS IN TITLE. If the title insurance commitment or Survey furnished pursuant to this Agreement discloses any defects in title which are not acceptable to Buyer, Seller shall, within 90 days after notice from Buyer, remove said defects in title. Seller agrees to use diligent effort to correct the defects in title within the time provided therefor, including the bringing of necessary suits. Defects arising from liens against the Property shall be satisfied at closing from Seller's proceeds. If Seller is unsuccessful in removing the title defects within said time, Buyer shall have the option to either: (a) accept the title as it then is with a reduction in the Purchase Price by an amount determined by DSL, (b) accept the title as it then is with no reduction in the Purchase Price, (c) extend the amount of time Seller has to remove the defects in title, (d) cut out the affected portion of the Property and reduce the Purchase Price by an amount equal to the product of the Purchase Price per acre for the acres being cut out, multiplied by the acreage cut out, or (e) terminate this Agreement, thereupon releasing Buyer and Seller from all further obligations under this

Agreement. If Seller fails to make a diligent effort to remove the title defects, Seller shall be in default and the provisions of paragraph 18 of this Agreement shall apply.

9. INTEREST CONVEYED. At closing, Seller shall execute and deliver to Buyer a statutory warranty deed in accordance with the provisions of Section 689.02, Florida Statutes, conveying marketable title to the Property in fee simple free and clear of all liens, reservations, restrictions, easements, leases, tenancies and other encumbrances, except for those that are acceptable encumbrances in the sole discretion of Buyer and do not impair the marketability of the title to the Property. Any sovereignty submerged lands included in the Property ownership will be conveyed to the Buyer by quitclaim deed and shall not be included in the purchase price.

10. PREPARATION OF CLOSING DOCUMENTS. Upon execution of this Agreement, Seller shall submit to Buyer a properly completed and executed beneficial interest affidavit and disclosure statement as required by Sections 286.23, 375.031(1) and 380.08(2), Florida Statutes. Buyer shall prepare the deed described in paragraph 9 of this Agreement, Buyer's and Seller's closing statements and the title, possession and lien affidavit certified to Buyer and title insurer and an environmental affidavit on DSL forms provided by DSL.

11. DSL REVIEW FOR CLOSING. DSL will approve or reject each item required for closing under this Agreement. If DSL rejects an item for closing which was submitted by the Seller, Seller will have 30 days thereafter to remove and resubmit any rejected item. If Seller fails to timely deliver any items required of Seller, or DSL rejects any item after delivery, the Option Expiration Date shall be extended until DSL approves Seller's documents or until Buyer elects to terminate the Agreement.

12. EXPENSES. Seller will pay the documentary revenue stamp tax and all other taxes or costs associated with the conveyance, including the cost of recording the deed described in paragraph 9. of this Agreement and any other recordable instruments that DSL deems necessary to assure good and marketable title to the Property.

13. TAXES AND ASSESSMENTS. At closing, Seller shall satisfy all real estate taxes and assessments that are or may become a lien against the Property. If Buyer acquires fee title to the Property between January 1 and November 1, Seller shall in accordance with Section 196.295, Florida Statutes, place in escrow with the county tax collector an amount equal to the current taxes prorated to the date of transfer based upon the current assessment and millage rates on the Property. If Buyer acquires fee title to the Property on or after November 1, Seller shall pay to the county tax collector an amount equal to the taxes that are determined to be legally due and payable by the county tax collector.

14. CLOSING PLACE AND DATE. The closing shall be on or before 15 days after Buyer exercises the option; provided, however, that if a defect exists in the title to the Property, title commitment, Survey, environmental site assessment, or any documents required to be provided or completed and executed, the closing shall occur either on the original closing date or within 60 days after receipt of documentation removing the defects, whichever is later. Buyer shall set the date, time and place of closing.

15. RISK OF LOSS AND CONDITION OF PROPERTY. Seller assumes all risk of loss or damage to the Property prior to the date of closing and warrants that the Property shall be transferred and conveyed to Buyer in the same or essentially the same condition as of the date of Seller's execution of this Agreement, ordinary wear and tear excepted. If the condition of the Property is altered, by an act of God or other natural force beyond the control of Seller, however, Buyer may elect, at its sole option, to terminate this Agreement and neither party shall have any further obligations under this Agreement. Seller represents and warrants that there are no parties other than Seller in occupancy or possession of any part of the Property. Seller warrants that there are no facts known to Seller materially affecting the value of the Property which are not readily observable by Buyer or which have not been disclosed to Buyer.

All wells located on the Property shall be duly abandoned at the Seller's sole cost and expense prior to the exercise of the option unless this requirement is waived by DSL in writing. Seller warrants that any billboards on the property shall be removed prior to closing.

Seller agrees to clean up and remove all abandoned personal property, refuse, garbage, junk, rubbish, trash and debris (hereafter, "trash and debris") from the Property to the satisfaction of DSL prior to exercise of the option by Buyer. If the Seller does not remove all trash and debris from the Property prior to closing, Buyer at its sole option, may elect to: (a) deduct the expense necessary to remove trash and debris from the Seller's proceeds of sale up to but not to exceed 5% of the Initial Purchase Price and proceed to close, with the Buyer incurring any additional expenses necessary to remove all trash and debris and clean up the Property subsequent to closing, (b) extend the amount of

time the Seller has to remove all trash and debris from the Property, (c) terminate this Agreement, and neither party shall have any further obligations under the Agreement.

16. **RIGHT TO ENTER PROPERTY AND POSSESSION.** Seller agrees that from the date this Agreement is executed by Seller, Buyer and its agents, upon reasonable notice, shall have the right to enter the Property for all lawful purposes in connection with this Agreement. Seller shall deliver possession of the Property to Buyer at closing.

17. **ACCESS.** Seller warrants that there is legal and practical ingress and egress for the Property over public roads or valid, recorded easements for the use and benefit of and as an appurtenance to the Property.

18. **DEFAULT.** If Seller defaults under this Agreement, Buyer may waive the default and proceed to closing, seek specific performance, or refuse to close and elect to receive the return of any money paid, each without waiving any action for damages, or any other remedy permitted by law or in equity resulting from Seller's default.

19. **BROKERS.** Seller warrants that no persons, firms, corporations or other entities are entitled to a real estate commission or other fees as a result of this Agreement or subsequent closing, except as accurately disclosed on the disclosure statement required in paragraph 10. Seller shall indemnify and hold Buyer harmless from any and all such claims, whether disclosed or undisclosed.

20. **RECORDING.** Buyer may record this Agreement, or notice of it, in the appropriate county or counties.

21. **ASSIGNMENT.** This Agreement may be assigned by Buyer, with the prior written consent of Seller. Seller may not assign this Agreement without the prior written consent of Buyer.

22. **TIME.** Time is of essence with regard to all dates or times set forth in this Agreement.

23. **SEVERABILITY.** If any of the provisions of this Agreement are deemed to be unenforceable and the unenforceability of said provisions does not adversely affect the purpose and intent of this Agreement, in Buyer's sole discretion, the enforceability of the remaining provisions of this Agreement shall not be affected.

24. **SUCCESSORS IN INTEREST.** This Agreement shall bind and inure to the benefit of Seller and Buyer and their respective heirs, legal representatives and successors. Whenever used, the singular shall include the plural and one gender shall include all genders.

25. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations and understandings of the parties. No supplement, modification or amendment to this Agreement shall be binding unless executed in writing by the parties. Notwithstanding the foregoing, the parties acknowledge that the legal description contained in Exhibit "A" was prepared based upon historic chain of title information, without the benefit of a current survey of the Property. The parties agree that if, in the opinion of DSL, it becomes necessary to amend the legal description of the Property to correct errors, to more properly describe the Property, to cut out portions of the Property affected by title defects unacceptable to Buyer or which cannot be timely cured by the Seller, or to otherwise revise the legal description of the Property, the legal description to be used in the Survey (if any) and in the closing instruments required by this Agreement shall be revised by or at the direction of DSL, and shall be subject to the final approval of DSL. Anything to the contrary hereinabove notwithstanding, such a revision of the legal description of the Property shall not require a written amendment to this Agreement. In such event, the Seller's execution and delivery of the closing instruments containing the revised legal description and the Buyer's acceptance of said instruments and of the final Survey (if any) containing the revised legal description shall constitute a full and complete ratification and acceptance of the revised legal description of the Property by the parties. Seller acknowledges that the Trustees have made various delegations of power for the purpose of land acquisition, and not all representatives of the Trustees or the DSL have authority to act in all situations. Consequently, this Agreement may be terminated by the Trustees pursuant to any provision therefor contained in this Agreement only in writing signed by the person or persons who signed this Agreement on behalf of the Trustees or that person's successor.

26. **WAIVER.** Failure of Buyer to insist upon strict performance of any covenant or condition of this Agreement, or to exercise any right herein contained, shall not be construed as a waiver or relinquishment for the future of any such covenant, condition or right; but the same shall remain in full force and effect. Seller hereby waives its rights to any and all claims against Buyer or Monroe County associated with, or arising from ownership of, said lands and this waiver shall survive closing.

27. COUNTERPARTS. This Agreement may be executed in one or more counterparts, but all such counterparts, when duly executed, shall constitute one and the same Agreement.

28. ADDENDUM. Any addendum attached hereto that is signed by the parties shall be deemed a part of this Agreement.

29. NOTICE. Whenever either party desires or is required to give notice unto the other, it must be given by written notice, and either delivered personally, transmitted via facsimile transmission, mailed postage prepaid, or sent by overnight courier to the appropriate address indicated on the first page of this Agreement, or such other address as is designated in writing by a party to this Agreement.

30. CERTIFICATION REGARDING TERRORISM. Seller hereby certifies that to the best of Seller's knowledge, after making all appropriate inquiries, Seller is in compliance with, and shall use all funds derived from the sale of the Property in compliance with all applicable anti-terrorism laws, regulations, rules and executive orders, including but not limited to, the USA Patriot Act of 2001, 18 U.S.C. sections 2339A-C, and U.S. Presidential Executive Orders 12947 and 13224.

31. SURVIVAL. The covenants, warranties, representations, indemnities and undertakings of Seller set forth in this Agreement shall survive the closing, the delivery and recording of the deed described in paragraph 9 of this Agreement and Buyer's possession of the Property.

IF THIS AGREEMENT IS NOT EXECUTED BY THE SELLER, ON OR BEFORE **FEBRUARY 7, 2024**, BUYER SHALL BE UNDER NO OBLIGATION TO ACCEPT THIS AGREEMENT. BUYER'S EXECUTION OF THIS AGREEMENT IS SUBJECT TO APPROVAL BY THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA. THE EXERCISE OF THE OPTION PROVIDED FOR HEREIN IS SUBJECT TO: (1) CONFIRMATION THAT THE PURCHASE PRICE IS NOT IN EXCESS OF THE DSL APPROVED VALUE OF THE PROPERTY, AND (2) DSL APPROVAL OF ALL DOCUMENTS TO BE FURNISHED HEREUNDER. THE STATE OF FLORIDA'S PERFORMANCE AND OBLIGATION TO PAY UNDER THIS AGREEMENT IS CONTINGENT UPON AN ANNUAL APPROPRIATION BY THE LEGISLATURE AND UPON THE FUNDING OF THE APPROPRIATION THROUGH THE ISSUANCE OF FLORIDA FOREVER BONDS BY THE STATE OF FLORIDA OR OTHER FUNDING AS PROVIDED BY THE LEGISLATURE.

THIS IS INTENDED TO BE A LEGALLY BINDING AGREEMENT WHEN DULY EXECUTED. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

SELLER

MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY, a land authority under section 380.0663 (1), Florida Statutes, and Monroe County Ordinance Number 031-1986

Witness as to Seller

David P. Rice, Chairman

Printed Name of Witness

Witness Address

Date signed by Seller

Witness Address

Phone No. (8 a.m. – 5 p.m.)

Witness as to Seller

Printed Name of Witness

Witness Address

Witness Address

STATE OF _____)

COUNTY OF _____)

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

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

(NOTARY PUBLIC SEAL)

Notary Public

(Printed, Typed or Stamped Name of Notary Public)

Commission No.: _____

My Commission Expires: _____

BUYER

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

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

BY: _____
Callie DeHaven, Director

Witness as to Buyer

Printed Name of Witness

3800 Commonwealth Blvd., MS 115
Witness Address

Tallahassee, Florida 32399-3000
Witness Address

Date signed by Buyer

Approved as to Form and Legality

By: _____

Date: _____

Witness as to Buyer

Printed Name of Witness

3800 Commonwealth Blvd., MS 115
Witness Address

Tallahassee, Florida 32399-3000
Witness Address

STATE OF _____)

COUNTY OF _____)

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

(NOTARY PUBLIC SEAL)

Notary Public

(Printed, Typed or Stamped Name of
Notary Public)

Commission No.: _____

My Commission Expires: _____

Exhibit "A"

Part of Lot 4, Section 31, Township 66 South, Range 29 East, being more particularly described as follows:

Commencing at the Intersection of the Easterly line of Section 31, Township 66 South, Range 29 East, and the Southerly right-of-way line of U.S. Highway No. 1; Thence Westerly along the Southerly right-of-way line of U.S. Highway No. 1 a distance of 29.82 feet to a point which shall be known as the POINT OF BEGINNING; Thence, from said point of beginning, continue Westerly along the Southerly right-of-way line of U.S. Highway No. 1 a distance of 646.52 feet to a point; Thence with an inside angle to the left of $102^{\circ} 37' 15''$ South for a distance of 660 feet to a point; Thence with a deflected inside angle to the left of $77^{\circ} 22' 45''$ a distance of 676.34 feet to a point; Thence with an inside angle to the left of $102^{\circ} 37' 15''$ for a distance of 411 feet to a point; Thence with an inside angle to the left to a course of $77^{\circ} 22' 45''$ West for a distance of 29.83 feet; thence with a deflected angle to the right to a course of $102^{\circ} 37' 15''$ North a distance of 249 feet back to the point of beginning.

Said lands lying, situate and being in Monroe County, Florida.

BSM APPROVED

By: J.A. Date: 10/13/2023

ADDENDUM
BENEFICIAL INTEREST AND DISCLOSURE AFFIDAVIT
(OTHER)

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

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

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

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

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

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

<u>Name and Address of Parties Involved</u>	<u>Date</u>	<u>Type of Transaction</u>	<u>Amount of Transaction</u>
Habitat for Humanity of Key West and Lower Florida Keys, Inc. P.O. Box 5873 Key West, FL 33040	9/13/23	Sale to Monroe County Comprehensive Plan Land Authority 1200 Truman Avenue, Suite 207 Key West, FL 33040	\$320,000

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

AND FURTHER AFFIANT SAYETH NOT.

AFFIANT

David P. Rice

STATE OF _____)

COUNTY OF _____)

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

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

(NOTARY PUBLIC SEAL)

Notary Public

(Printed, Typed or Stamped Name of Notary Public)

Commission No.: _____

My Commission Expires: _____

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AGENDA ITEM WORDING: Executive Director's report.

**County/Land Authority Affordable Housing Sites showing
POTENTIAL MONROE COUNTY EMPLOYEE HOUSING LOCATIONS**

AND

POTENTIAL SITES FOR HABITAT FOR HUMANITY AFFORDABLE HOUSING DEVELOPMENT LOWER KEYS

November 6, 2023

The County adopted Resolution 155-2022, formally establishing the Monroe County Employee Housing Rental Program (MCEHRP). There are currently 4 existing housing units owned by the County, rented to County Employees utilizing program parameters found in the resolution. Some of the parcels shown below are recommended for development of Employee Housing for utilization as rentals in the program. Others are recommended for Habitat for Humanity to develop in the Lower Keys.

Site	Max Income	Max Rent	Income Category	AFH Deed Restriction	ROGO Exemption	Estimated Cost of Development	AFH ROGO Replacement Available? Potential Revenue	Market Rate ROGO Exemption
Sites 1-4 RE# 00300180-000100 190 Sands Road; RE# 00300180-000200 180 Sands Road; RE# 00300180-001700 170 Sands Road; RE# 00300180-001800 160 Sands Road; <u>Current Status:</u> MCLA purchased these 4 lots for affordable housing and still owns them. MCLA can convey for development in Monroe County Employee Housing Rental Program (MCEHRP).	120% per Ord 2015-116 and LDC Affordable Categories 160% F.S. 380.0666	<u>@120%:</u> 1 bed = \$2,460/month 2 bed = \$2,769/month 3 bed = \$3,075/month	Moderate (120%) 4 Market Rate ROGO Exemptions being moved to this location, but must be deed restricted affordable per Ord 2015-116. 1. Howards Haven – Move 3 Market Rate ROGO Exemptions from 00302670-000000 and 00302680-000000 - Minor Cond Use needed to move 3 units	Yes	No; 4 ROGO exemptions to be transferred in.	\$1,400,000 (\$350,000 X 4)	N/A	N/A

Site	Max Income	Max Rent	Income Category	AFH Deed Restriction	ROGO Exemption	Estimated Cost of Development	AFH ROGO Replacement Available? Potential Revenue	Market Rate ROGO Exemption
			<p>2. Suarez – Move 1 Market Rate ROGO Exemption from 00256790-000000 – Minor Conditional Use needed</p>					

Site	Max Income	Max Rent	Income Category	AFH Deed Restriction	ROGO Exemption	Estimated Cost of Development	AFH ROGO Replacement Available? Potential Revenue	Market Rate ROGO Exemption
<p>Site 5: RE # 00300580-000000; 252 Sands Road (corner of Sands Road and Mercedes Road), bay side of Big Pine Key, MM 31; Block 2, Lot 18, Darios Subdivision (PB 3-92)</p> <p><u>Current Status:</u> MCLA purchased this lot and transferred title to the BOCC for development as an affordable single family residence (SFR). Now ready for development in Monroe County Employee Housing Rental Program (MCEHRP).</p> 	160% F.S. 380.0666 ¹	<p><u>@160%:</u></p> <p>1 bed = \$3,280/month</p> <p>2 bed = \$3,692/month</p> <p>3 bed = \$4,100/month</p>	N/A	NO	1 Market Rate Exemption	\$350,000	NO – Big Pine	N/A – no replacement ROGOs on Big Pine

¹ F.S. 380.0666: "...to acquire and dispose of real and personal property or any interest therein when such acquisition is necessary or appropriate to...provide affordable housing to families whose income does not exceed 160 percent of the median family income for the area..."

Site	Max Income	Max Rent	Income Category	AFH Deed Restriction	ROGO Exemption	Estimated Cost of Development	AFH ROGO Replacement Available? Potential Revenue	Market Rate ROGO Exemption
<p>Site 6: RE # 00308490-000000; 31530 Avenue D, (corner of 5th Street and Avenue D); bay side of Big Pine Key near MM 31; Block 22, Lot 11, Big Pine Cove (PB 3-131)</p> <p><u>Current Status:</u> MCLA purchased this lot for affordable housing and still owns it. It borders Howard's Haven. It is not needed for Howard's Haven development. Conveying lot to County Agenda Item 10-18-23. County to lease to Habitat for Humanity of Lower Keys 11-8-23.</p> 	<p>160% F.S. 380.0666</p>	<p><u>@160%:</u> 1 bed = \$3,280/month 2 bed = \$3,692/month 3 bed = \$4,100/month</p>	<p>N/A</p>	<p>NO</p>	<p>1 Market Rate Exemption</p>	<p>\$350,000</p>	<p>NO – Big Pine</p>	<p>N/A – no replacement ROGOs on Big Pine</p>

Site	Max Income	Max Rent	Income Category	AFH Deed Restriction	ROGO Exemption	Estimated Cost of Development	AFH ROGO Replacement Available? Potential Revenue	Market Rate ROGO Exemption
<p>Site 7: RE #00300250-000000; 30936 Nathalie Street; bay side of Big Pine Key, MM 31; Block 3, Lot 5, Sam-N-Joe Subdivision (PB 3-76)</p> <p><u>Current Status:</u> MCLA purchased this lot for affordable housing. Conveying lot to County Agenda item 10-18-23. County to lease to Habitat for Humanity of Lower Keys 11-8-23.</p> 	160% F.S. 380.0666	<u>@160%:</u> 1 bed = \$3,280/month 2 bed = \$3,692/month 3 bed = \$4,100/month	N/A	NO	1 Market Rate Exemption	\$350,000	NO – Big Pine	N/A – no replacement ROGOs on Big Pine

Site	Max Income	Max Rent	Income Category	AFH Deed Restriction	ROGO Exemption	Estimated Cost of Development	AFH ROGO Replacement Available? Potential Revenue	Market Rate ROGO Exemption
<p>Site 8: RE #00160170-000000 & 00160160-000000; contiguous vacant lots on Circle Drive; MM15, ocean side of Saddlebunch Keys; Block 3, Lots 3 & 4, Bay Point Amended Plat</p> <p><u>Current Status:</u> MCLA purchased these two lots for Park land and affordable housing; Planning reserved one (1) AFH ROGO for one affordable employee housing on this site. Land has been conveyed to Monroe County.</p> 	120% - Moderate Income ROGO	<p><u>@120%:</u></p> <p>1 bed = \$2,460/month</p> <p>2 bed = \$2,769/month</p> <p>3 bed = \$3,075/month</p>	Moderate	Yes	Not Exempt 1 AFH Reservation 6/15/2022	\$350,000	N/A	N/A

Site	Max Income	Max Rent	Income Category	AFH Deed Restriction	ROGO Exemption	Estimated Cost of Development	AFH ROGO Replacement Available? Potential Revenue	Market Rate ROGO Exemption
<p>Site 9&10: RE #00222830-000000 and #00222830-000100; 28269 Julia Avenue; MM 28, bay side of Little Torch Key; Block 1, Lots 8 & 9, Amended Plat of Ladies Acre.</p> <p><u>Current Status:</u> MCLA purchased these two lots for affordable housing. One lot has a market rate ROGO exemption. Planning reserved 2 AFH ROGOs for development in the Monroe County Employee Housing Rental Program (MCEHRP); therefore, the market rate ROGO could be sold or transferred to another site as affordable or put into administrative relief, but then rescinded reservation for MCEHRP and redid reservation for Habitat). Greg Oropeza developed a real estate instrument that will sever 1 market rate ROGO allocation from the property and hold it for use at an alternate site using a minor conditional use. Conveying both lots to County on Agenda 10-18-23. County to lease to Habitat for Humanity of Lower Keys 11-8-23. Emily rescinding 2 AFH ROGO reservations to county and redoing reservation to Lower Keys Habitat.</p>	120% - Moderate Income ROGO	<p><u>@120%:</u></p> <p>1 bed = \$2,460/month</p> <p>2 bed = \$2,769/month</p> <p>3 bed = \$3,075/month</p>	Moderate	Yes	<p>1 Market Rate Exemption</p> <p>2 AFH Reservations 7/20/2022 – being rescinded on 10-18-23</p> <p>2 AFH Reservations 10-18-23 for Habitat</p>	\$700,000 (\$350,000 x 2)	Yes – Reservation	<p>Use Market Rate ROGO for additional employee housing unit on other lot</p> <p>OR</p> <p>Move Market Rate ROGO to Admin Relief</p>

 An aerial photograph of a residential neighborhood. The image shows several houses with their addresses labeled. A green rectangular box highlights a specific lot in the upper-middle section. The lot number 222850 is visible within this box. Other nearby addresses include 222810, 222820, 222830, 222840, 222860, 222870, 222880, 222890, 222900, 222910, 222920, 222930, 222940, 222950, 222960, 222970, 222980, 222990, 223000, 223010, 223020, 223030, 223040, 223050, 223060, 223070, 223080, 223090, 223100, 223110, 223120, 223130, 223140, 223150, 223160, 223170, 223180, 223190, 223200, 223210, 223220, 223230, 223240, 223250, 223260, 223270, 223280, 223290, 223300. The map also shows a road labeled '28200 S.E. 11th AVE' and another road labeled '28200 S.E. 12th AVE'. A small pond is visible in the upper left. The text 'Page 6 of 6' is in the bottom left corner.								
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Site	Max Income	Max Rent	Income Category	AFH Deed Restriction	ROGO Exemption	Estimated Cost of Development	AFH ROGO Replacement Available? Potential Revenue	Market Rate ROGO Exemption
<p>Site 11: RE # 00214482-004700; 27985 Tarpon Terrace; MM 28, bay side of Little Torch Key; Block 4, Lot 18, Coral Shores Estates Mobile Homes Section 2</p> <p><u>Current Status:</u> Acquired by County in March 2022 through Code Enforcement process; evidence exists for ROGO exemption per Planning Director. Planning reserved 1 AFH ROGO; therefore, the market rate ROGO could be sold or transferred to another site. Or held for MCERH with no income limit.</p> 	120% - Moderate Income ROGO	<p><u>@120%:</u></p> <p>1 bed = \$2,460/month</p> <p>2 bed = \$2,769/month</p> <p>3 bed = \$3,075/month</p>	Moderate	Yes	<p>1 Market Rate Exemption</p> <p>1 AFH Reservation 7/20/2022</p>	\$350,000	Yes – Reservation	<p>Use for additional employee housing unit on other lot</p> <p>OR</p> <p>Move Market Rate ROGO to Admin Relief</p>
<p>Former Employee Rental Unit (Harry Harris Park): RE#00089410-000000; Harry Harris Park, Tavernier</p> <p><u>Current Status:</u> 1 ROGO-Exempt single dwelling unit was formerly located within Harry Harris Park as an employee rental unit (see permit 94301614). The unit has been demolished and the site is no longer a viable location for an employee rental unit. 1 Market</p>	TBD	TBD	TBD	TBD – depends on details of TRE process	1 Market Rate Exemption	TBD – no site selected.	N/A	N/A

Site	Max Income	Max Rent	Income Category	AFH Deed Restriction	ROGO Exemption	Estimated Cost of Development	AFH ROGO Replacement Available? Potential Revenue	Market Rate ROGO Exemption
Rate ROGO allocation could be transferred to another site for construction of a new dwelling unit.								
Site 12: 00303660-000000; 31030 Avenue E, bay side of Big Pine Key near MM 31; Block 28, Lots 16, Sands (PB 1-65). Current Status: Acquired by MCLA in July, 2023 with ROGO Exemption for use as affordable housing. Market Rate will remain in place for use. Lot 16 and ROGO Exemption for Lot 16 available for Affordable Housing Development either in MCEHL or MCHA. PerezM	Technically market rate; but will deed restrict up to 160%				1 Market Rate Exemption – NO affordables available for reservation			
Site 13: ROGO EXEMPTION ONLY from purchase of 25044 45 th Street; RE#: 00199690-000000 and 00199700-000000; Ocean side of Summerland Key near MM 25 Block 3, Lots 4 and 5, Summerland Estates Re-Subdivision No. 2 (PB 4-2) – Lots will remain conservation; ROGO Exemption available for Affordable Housing Development either in MCEHL or MCHA to be used at another site. Scorza	Technically market rate; but will deed restrict up to 160%							
Site 14: ROGO EXEMPTION ONLY from purchase of 30447 Oleander Blvd; RE#00278950-000000; bay side of Big Pine Key near MM31; Block 8, Lots 1, 2, 15, 16, and 17, Palm Villa (PB 1-89)								

Site	Max Income	Max Rent	Income Category	AFH Deed Restriction	ROGO Exemption	Estimated Cost of Development	AFH ROGO Replacement Available? Potential Revenue	Market Rate ROGO Exemption
<p>Current Status: Acquired by MCLA in November, 2023 with Land (5 lots) are for conservation/ 1 ROGO Exemption for use as affordable housing on a different site by either in MCEHL or MCHA.</p> <p>Luong</p>								
<p>Site 15: RE#00308540-000000; 31568 Avenue D, MM31, bay side of Big Pine Key, Block 22, Lots 15, 16, 17, Big Pine Cove Subdivision, plus one ROGO Exemption</p> <p>Current status: Acquired by MCLA in January, 2024 with 3 lots and a ROGO exemption</p> <p>Will move 2 ROGO Exemptions (1 from Luong and 1 STILL NEEDED) LUONG</p>								
<p>Former Employee Rental Unit (Bernstein Park): RE# 00123850-000000; Bernstein Park, Stock Island</p> <p><u>Current Status:</u> In 1995, the County was awarded 1 Affordable ROGO allocation and built a single dwelling unit at Bernstein Park (permit 95100381). The unit has been demolished and the site is no longer a viable location for an employee rental unit. 1 Affordable ROGO allocation could be transferred to another site for construction of a new affordable unit.</p>	120% Moderate Income ROGO	<u>@120%:</u> 1 bed = \$2,460/month 2 bed = \$2,769/month 3 bed = \$3,075/month	Moderate	Yes	1 Moderate Affordable ROGO awarded by Reso P37-95	TBD – no site selected	N/A	N/A

ALLOCATIONS THAT NEED HOMES:

LOWER KEYS:

1 LITTLE TORCH

1 STOCK ISLAND

NEED 2 LOTS

UPPER KEYS:

1 TAVERNIER

10 HELD BY HABITAT UPPER KEYS

NEED 11 LOTS TOTAL

MARATHON:

2 HOLD BY HABITAT MIDDLE KEYS

NEED DUPLEX LOT

LOCATIONS THAT NEED ALLOCATIONS:

BIG PINE:

NEED TO BUY:

1 BIG PINE ALLOCATION TO MOVE TO CLANCY (WOULD BE GOOD TO GET A LOT IN FLORIDA FOREVER WITH A ROGO EXEMPTION)