

**Monroe County Comprehensive Plan Land Authority**  
**Advisory Committee Meeting**  
**Agenda Items for 2/1/24 Meeting**  
**Revised 1/30/24**

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

1. Call to order.
2. Roll call.
3. Additions and deletions to the agenda.
4. Approval of the minutes for the January 8, 2024 meeting.
5. Approval of a contract to purchase Tier 1 property for conservation - Block 9, Lot 4, Southern Pines on Big Pine Key near mile marker 31 and also property for conservation within the City of Marathon - Block 48, Lots 1 and 2, Crains on Grassy Key near mile marker 58 from **Charles William Ansell, II** for the price of **\$70,000**.
6. Approval of a contract to purchase Tier 2 property for Administrative Relief and Density Reduction - Block 11, Lot 12, Tropical Bay 3rd Addition on Big Pine Key near mile marker 30 from **Thomas Carl Rothdeutsch** for the price of **\$120,000**.
7. Approval of a resolution authorizing the conveyance of real property described as Block 11, Lot 12, Tropical Bay Third Addition (PB 5-81) on Big Pine Key to Monroe County for density reduction subject to a Land Use Restriction Agreement (LURA).
8. Approval of a contract to purchase Tier 1 property for conservation - Block 5, Lots 13 and 14, Summerland Estates Re-subdivision No. 2 on Summerland Key near mile marker 25 from **Robert J. Novacek** for the price of **\$115,000**.
9. Approval to amend the Acquisition List to add 1) Block 2, Lots 8 and 9, Hibiscus Park on Key Largo and 2) Lots 22 and 23, Burton's Addition to Tavernier on Key Largo as affordable housing sites.
10. Approval of a contract to purchase Tier 3 property for affordable housing - Block 2, Lots 8 and 9, Hibiscus Park on Key Largo near mile marker 101 from **L.J. Gators, LLC** for the price of **\$530,000**.
11. Approval of a contract to purchase Tier 3 property for affordable housing - Lots 22 and 23, Burton's Addition to Tavernier on Key Largo near mile marker 92 from **John F. Gillen, Carol Gillen, and the Lawrence J. Hogan Estate** for the price of **\$975,000**.
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".

MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY  
ADVISORY COMMITTEE

January 08, 2024

The Monroe County Comprehensive Plan Land Authority (MCLA) Advisory Committee held a meeting on Monday, January 8, 2024, in the first floor Media Room of the Marathon Government Center located at 2798 Overseas Highway, Marathon, Florida. The meeting was called to order by Chairman Leslie Valant at 9:30 AM. Present and answering roll call in addition to Chairman Valant were Linda Cunningham, Marv Schindler, and Sandi Williams. Erin Muir was absent. Also present were Executive Director Christine Hurley, Senior Property Acquisition Specialist Mark Rosch, and Office Manager John Beyers. Property Specialist Dina Gambuzza, and Counsel Greg Oropeza participated via Zoom.

Following the call to order and roll call, the next item (Item 3) was additions and deletions to the agenda. There were none.

The next item (Item 4) was selection of a Chairman and Vice Chairman for 2024. Ms. Cunningham nominated Ms. Valant to serve as Chairman. Ms. Cunningham nominated Ms. Muir to serve as Vice Chairman. There being no other nominations, the nominations were closed, and Ms. Valant was selected as Chairman and Ms. Muir was selected as Vice Chairman.

The next item (Item 5) was approval of the minutes for the November 15, 2023 meeting. Ms. Cunningham made a motion to approve the minutes as presented and Ms. Williams seconded the motion. There being no objections, the motion carried 4/0.

Mr. Hurley suggested hearing Items 9 and 10 next and coming back to items 7, 8, 11, and 12 later in the meeting, since a developer representative was present for those two items.

The next item (Item 9) was approval of the 2024 Land Authority Acquisition List. Ms. Hurley addressed the Committee. Following discussion, Ms. Williams made a motion to approve the 2024 Acquisition List and Ms. Cunningham seconded the motion. There being no objections the motion carried 4/0.

The next Item (10) was 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). Ms. Hurley addressed the Committee and introduced Rural Neighborhoods President Steve Kirk, who participated via zoom. Following discussion, Ms. Cunningham made a motion to recommend approval of the proposed resolution limiting the project to 56 units and construction funding up to \$2,240,000 and Mr. Schindler seconded the motion. There being no objections the motion carried 4/0

The next item (Item 6) was approval of a contract to purchase Tier 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. Mr. Rosch and Ms. Hurley addressed the Committee. The subject property consists of two adjoining lots consisting of 12.10 acres located on the offshore island of Little Knockemdown Key. The property has a tier designation of Tier 1 – Natural Area, a zoning designation Offshore Island Area (OS), and vegetation consisting of hammock, salt marsh button wood, mangrove, and water. Following discussion, Ms. Williams made a motion to approve the item at the purchase price of \$200,000 and Ms. Cunningham seconded the motion. There being no objections the motion carried 3/0 with Chairman Valant dissenting.

The next item (Item 7) was 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. Mr. Rosch addressed the committee. The subject property consists of 10,00 square feet lot located on Malaga Lane on the bay side of Pig Pine Key. The property has a tier designation of Tier 2 – Transition and Sprawl Reduction Area, a zoning designation of Improved Subdivision (IS), and vegetation mapped as Developed Land. Following discussion, Ms. Cunningham made a motion to approve the item at the purchase price of \$140,000 and Ms. Williams seconded the motion. There being no objections the motion carried 4/0.

The next item (Item 8) was approval of a contract to purchase Tier 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. Mr. Rosch addressed the committee. The subject property consists of a 5,390 square foot lot located on Diane Road on the Bay side of Big Pine Key. The property has a tier designation of Tier 1 – Natural Area, a zoning designation of Improved Subdivision (IS), and vegetation consisting of developed land. Following discussion, Ms. Williams made a motion to approve the item at the purchase price of \$55,000 and Mr. Schindler seconded the motion. There being no objections the motion carried 4/0.

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

- a) 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)

Mr. Rosch addressed the committee. Following discussion, Ms. Cunningham made a motion to recommend approval of items 11a and 11b as listed in the agenda and Ms. Williams seconded the motion. There being no objections, the motion carried 4/0.

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

- a. Ms. Hurley presented a listing of Affordable Housing projects and explained staff are currently working on a possible press release. The BOCC has leased eight properties to Habitat for Humanity of the Lower Keys and Key West for affordable housing projects. The lots were acquired by the MCLA and conveyed to Monroe County for this purpose. The County is also working on a new program for employee rental housing.
- b. The Budget Outlook was presented. To date, 2024 MCLA resales are projected to meet or exceed the \$5 million annual goal of resales to the State of Florida and 2023 resales totaled a little over 3 million.

The next MCLA Advisory Committee meeting is scheduled for Thursday, February 1, 2024. Ms. Cunningham, Mr. Schindler, Ms. Williams, and Chairman Valant said they would be able to attend.

There being no further business, the meeting was adjourned at 10:50 AM.

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

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

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**AGENDA ITEM WORDING:** Approval of a contract to purchase Tier 1 property for conservation - Block 9, Lot 4, Southern Pines on Big Pine Key near mile marker 31 and also property for conservation within the City of Marathon - Block 48, Lots 1 and 2, Crains on Grassy Key near mile marker 58 from Charles William Ansell, II for the price of \$70,000.

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**ITEM BACKGROUND:**

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

The Big Pine Key property is located on an undeveloped road and the Grassy Key property is located on Avocado Avenue.

Purchase Price and Estimated Closing Costs:

- Purchase Price: \$70,000.00
- Cost of Appraisal: \$1,700.00 (paid by the BOCC and eligible for reimbursement by DEP)
- Cost of Survey: \$0.00
- Title Fees & Insurance: \$877.50
- Attorney Fee and Mobile Notary Fees: \$725.00
- Recording Fees: \$35.50
- Total Costs: \$73,388.00

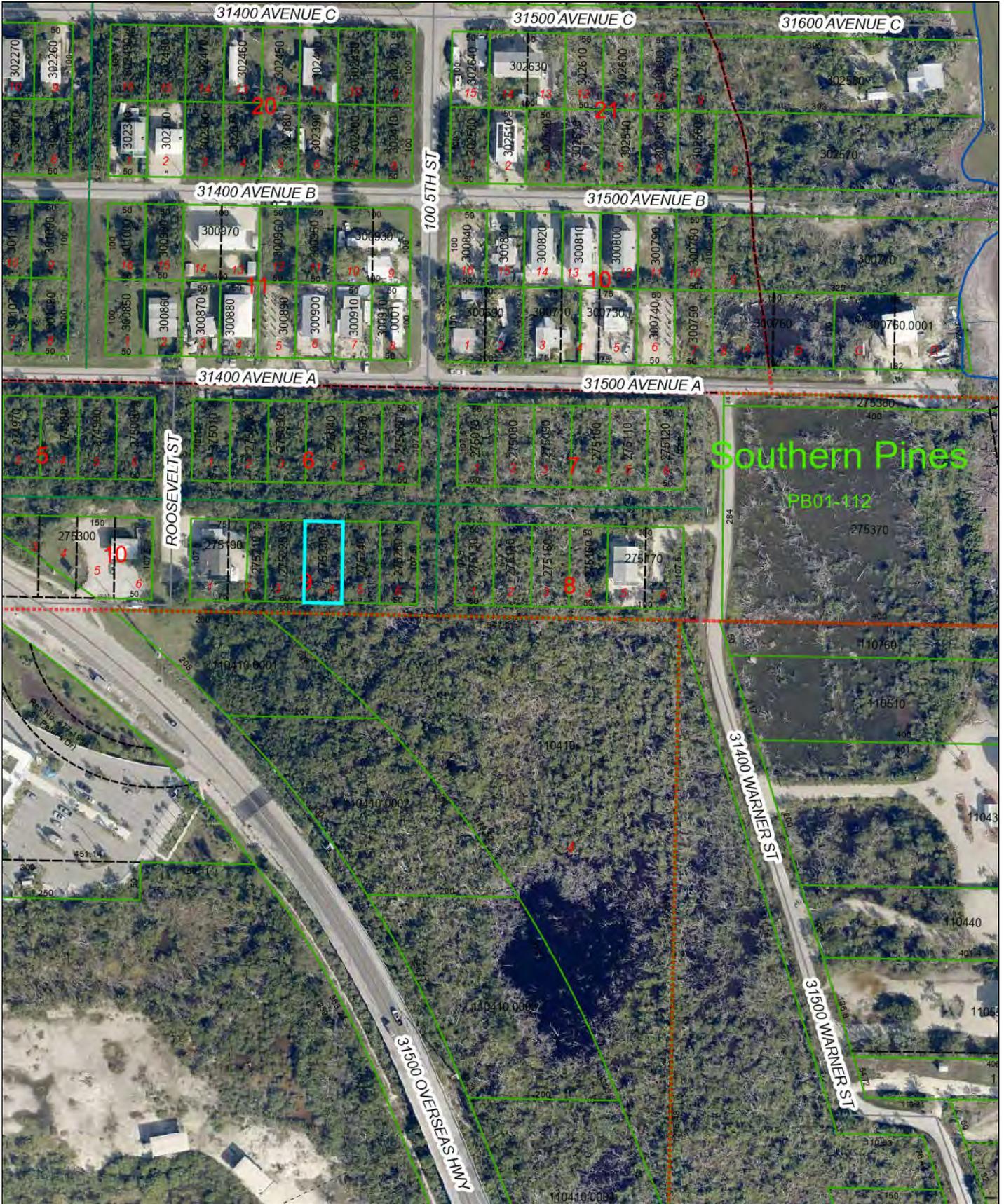
Attributes of the Subject Property:

- Parcel ID#: 00275230-000000, 00372860-000000, and 00372870-000000
- Size: 20,375 square feet (5,375 square feet on Big Pine Key and 15,000 square feet on Grassy Key)
- Tier Designation: Tier 1 – Natural Area (Big Pine Key). The Grassy Key lots do not have a Tier designation
- Zoning Designation: Suburban Residential (Big Pine Key) and Residential Conservation (Grassy Key)
- Future Land Use Map Designation: Residential Low (Big Pine Key) and Conservation (Grassy Key)
- Vegetation: Mapped as hammock.
- Acquisition List Qualification: This property qualifies because it is Tier 1 (Big Pine Key) and because the City of Marathon nominated it as a priority acquisition (Grassy Key). Florida Forever
- Boundary: This property is inside the Florida Forever boundary.
- Transferrable Development Rights (TDRs): 0.092 TDRs
- Cost per TDR: \$760,870
- ROGO and BPAS Dedication Points: 6 points
- Cost per ROGO and BPAS Dedication Point: \$11,667

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 9, Lot 4, Southern Pines

## Big Pine Key



Block 48, Lots 1 and 2, Crains  
Grassy 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 00275230-000000  
 Account# 1347302  
 Property ID 1347302  
 Millage Group 100H  
 Location Address VACANT LAND, BIG PINE KEY  
 Legal Description BK 9 LT 4 SOUTHERN PINES PB1-112 BIG PINES KEY OR42-319 OR542-844 OR791-19 OR811-392 OR1055-1910 OR1073-1908 OR1110-242 OR1628-945 OR1646-1476  
 (Note: Not to be used on legal documents.)  
 Neighborhood 533  
 Property Class VACANT RES (0000)  
 Subdivision SOUTHERN PINES 1  
 Sec/Twp/Rng 25/66/29  
 Affordable No  
 Housing

## Owner

[ANSELL II CHARLES WILLIAM](#)  
 2809 Flagler Ave  
 Key West FL 33040

## 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	\$30,906	\$30,906	\$20,156	\$18,813
= Just Market Value	\$30,906	\$30,906	\$20,156	\$18,813
= Total Assessed Value	\$1,588	\$1,444	\$1,313	\$1,194
- School Exempt Value	\$0	\$0	\$0	\$0
= School Taxable Value	\$30,906	\$30,906	\$20,156	\$18,813

## Historical Assessments

Year	Land Value	Building Value	Yard Item Value	Just (Market) Value	Assessed Value	Exempt Value	Taxable Value	Maximum Portability
2022	\$30,906	\$0	\$0	\$30,906	\$1,444	\$0	\$30,906	\$0
2021	\$20,156	\$0	\$0	\$20,156	\$1,313	\$0	\$20,156	\$0
2020	\$18,813	\$0	\$0	\$18,813	\$1,194	\$0	\$18,813	\$0
2019	\$18,813	\$0	\$0	\$18,813	\$1,085	\$0	\$18,813	\$0
2018	\$18,813	\$0	\$0	\$18,813	\$986	\$0	\$18,813	\$0

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

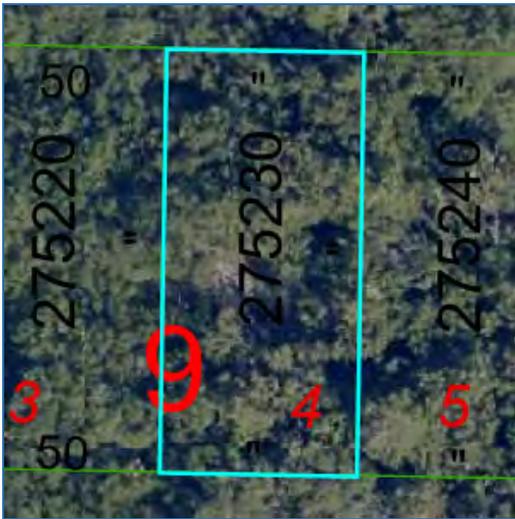
## Land

Land Use	Number of Units	Unit Type	Frontage	Depth
RESIDENTIAL DRY UNPERMITTED (01DM)	5,375.00	Square Foot	0	0

## View Tax Info

[View Taxes for this Parcel](#)

Map



TRIM Notice

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

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## Summary

**Parcel ID** 00372860-000000  
**Account#** 1455954  
**Property ID** 1455954  
**Millage Group** 50CM  
**Location Address** CORNER OF AVOCADO Ave, GRASSY KEY  
**Legal Description** BK 48 LT 1 CRAINS SUBD PB1-51 OF GRASSY KEY SECS G30-206 PROBATE 10-99A OR1055-1910DC OR1073-1908 CASE88-344-CP-10 OR1110-244/245P/R OR1628-943/44QC/RS OR1646-1476D/C  
(Note: Not to be used on legal documents.)  
**Neighborhood** 4811  
**Property Class** VACANT RES (0000)  
**Subdivision** CRAIN'S SUBD  
**Sec/Twp/Rng** 24/65/33  
**Affordable Housing** No

## Owner

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## 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	\$15,500	\$15,500	\$12,000	\$15,000
= Just Market Value	\$15,500	\$15,500	\$12,000	\$15,000
= Total Assessed Value	\$89	\$81	\$74	\$67
- School Exempt Value	\$0	\$0	\$0	\$0
= School Taxable Value	\$15,500	\$15,500	\$12,000	\$15,000

## Historical Assessments

Year	Land Value	Building Value	Yard Item Value	Just (Market) Value	Assessed Value	Exempt Value	Taxable Value	Maximum Portability
2022	\$15,500	\$0	\$0	\$15,500	\$81	\$0	\$15,500	\$0
2021	\$12,000	\$0	\$0	\$12,000	\$74	\$0	\$12,000	\$0
2020	\$15,000	\$0	\$0	\$15,000	\$67	\$0	\$15,000	\$0
2019	\$15,000	\$0	\$0	\$15,000	\$61	\$0	\$15,000	\$0
2018	\$16,000	\$0	\$0	\$16,000	\$55	\$0	\$16,000	\$0

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

## Land

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

## View Tax Info

[View Taxes for this Parcel](#)

### Map



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## Summary

**Parcel ID** 00372870-000000  
**Account#** 1455962  
**Property ID** 1455962  
**Millage Group** 50CM  
**Location Address** VACANT LAN AVOCADO Ave, GRASSY KEY  
**Legal Description** BK 48 LT 2 CRAINS SUBD PB1-51 OF GRASSY KEY G30-206 OR1055-1910DC OR1073-1908 OR1110-244/245 OR1628-943/44 OR1646-1476  
(Note: Not to be used on legal documents.)  
**Neighborhood** 4811  
**Property Class** NON AGRICULTURE (9900)  
**Subdivision** CRAIN'S SUBD  
**Sec/Twp/Rng** 24/65/33  
**Affordable Housing** No

## Owner

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 2809 Flagler Ave  
 Key West FL 33040

## 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	\$15,500	\$15,500	\$12,000	\$15,000
= Just Market Value	\$15,500	\$15,500	\$12,000	\$15,000
= Total Assessed Value	\$86	\$79	\$72	\$66
- School Exempt Value	\$0	\$0	\$0	\$0
= School Taxable Value	\$15,500	\$15,500	\$12,000	\$15,000

## Historical Assessments

Year	Land Value	Building Value	Yard Item Value	Just (Market) Value	Assessed Value	Exempt Value	Taxable Value	Maximum Portability
2022	\$15,500	\$0	\$0	\$15,500	\$79	\$0	\$15,500	\$0
2021	\$12,000	\$0	\$0	\$12,000	\$72	\$0	\$12,000	\$0
2020	\$15,000	\$0	\$0	\$15,000	\$66	\$0	\$15,000	\$0
2019	\$15,000	\$0	\$0	\$15,000	\$60	\$0	\$15,000	\$0
2018	\$16,000	\$0	\$0	\$16,000	\$55	\$0	\$16,000	\$0

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## Land

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

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[View Taxes for this Parcel](#)

Map



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AGREEMENT FOR THE PURCHASE OF LANDS

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

**Charles William Ansell, II**

(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 **\$70,000.00** 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 9, Lot 4, Southern Pines (PB 1-112) and Block 48, Lots 1 and 2, Crains (PB 1-51)  
Parcel ID# 00275230-000000, 00372860-000000, and 00372870-000000**

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 **\$70,000.00**. 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 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:

**2809 Flagler Avenue  
Key West, FL 33040**

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 **January 19, 2024** to sign and return this Agreement to the LAND AUTHORITY. This Agreement may be executed in counterparts. Notwithstanding any provision of this Agreement to the contrary, the closing of this transaction is contingent upon approval by the Advisory Committee and Governing Board of the LAND AUTHORITY, failing which the parties acknowledge that each shall be released of all further obligations under this Agreement. In the event this transaction has not closed within one hundred eighty (180) days from the Effective Date, then either party may terminate this Agreement at any time thereafter by providing written notice, in which case the parties acknowledge that each shall be released of all further obligations under this Agreement.

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

Seller/ **Charles William Ansell, II**

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

(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 2 property for Administrative Relief and Density Reduction - Block 11, Lot 12, Tropical Bay 3rd Addition on Big Pine Key near mile marker 30 from Thomas Carl Rothdeutsch for the price of \$120,000.

---

**ITEM BACKGROUND:**

This acquisition is proposed to provide ROGO Administrative Relief pursuant to Monroe County Commission Resolution 572A-2023 and to reduce density.

The subject property is located at 30499 Hawk Lane on the bay side of Big Pine Key.

Purchase Price and Estimated Closing Costs:

- Purchase Price: \$120,000.00
- Cost of Appraisal: \$1,900.00
- Cost of Survey: \$0.00
- Title Fees & Insurance: \$1,150.00
- Attorney Fee and Mobile Notary Fees: \$725.00
- Recording Fees: \$35.50
- Total Costs: \$123,810.50

Attributes of the Subject Property:

- Parcel ID#: 00314240-000000
- Size: 8,100 square feet
- Tier Designation: Tier 2 – Transition and Sprawl Reduction Area
- Zoning Designation: Improved Subdivision-Masonry (IS-M)
- Future Land Use Map Designation: Residential Medium (RM)
- Vegetation: Mapped as Developed Land
- Acquisition List Qualification: This property qualifies because it is for Administrative Relief.
- Florida Forever Boundary: This property is outside the Florida Forever boundary.
- Transferrable Development Rights (TDRs): 1 TDR
- Cost per TDR: \$120,000
- ROGO Dedication Points: 2 points
- Cost per ROGO Dedication Point: \$60,000

# Block 11, Lot 12, Tropical Bay 3rd 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 00314240-000000  
 Account# 1387762  
 Property ID 1387762  
 Millage Group 100H  
 Location 30499 HAWK Ln, BIG PINE KEY  
 Address  
 Legal BK 11 LT 12 TROPICAL BAY 3RD ADDN BIG PINE KEY PB5-81 OR402-477 OR509-  
 Description 123 OR624-379 OR788-650 OR788-651 OR804-201 OR2783-932/35 OR2800-  
 2373/74  
 (Note: Not to be used on legal documents.)  
 Neighborhood 585  
 Property Class VACANT RES (0000)  
 Subdivision TROPICAL BAY ADD NO 3  
 Sec/Twp/Rng 14/66/29  
 Affordable No  
 Housing



## Owner

[ROTHDEUTSCH THOMAS CARL](#)  
 3667 Southseas St  
 Big Pine Key FL 33043

## 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	\$68,162	\$56,133	\$46,109	\$46,109
= Just Market Value	\$68,162	\$56,133	\$46,109	\$46,109
= Total Assessed Value	\$53,274	\$48,431	\$44,028	\$40,025
- School Exempt Value	\$0	\$0	\$0	\$0
= School Taxable Value	\$68,162	\$56,133	\$46,109	\$46,109

## Historical Assessments

Year	Land Value	Building Value	Yard Item Value	Just (Market) Value	Assessed Value	Exempt Value	Taxable Value	Maximum Portability
2022	\$56,133	\$0	\$0	\$56,133	\$48,431	\$0	\$56,133	\$0
2021	\$46,109	\$0	\$0	\$46,109	\$44,028	\$0	\$46,109	\$0
2020	\$46,109	\$0	\$0	\$46,109	\$40,025	\$0	\$46,109	\$0
2019	\$48,114	\$0	\$0	\$48,114	\$36,386	\$0	\$48,114	\$0
2018	\$44,105	\$0	\$0	\$44,105	\$33,078	\$0	\$44,105	\$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
END CANAL UNPERMITTED (01ECM)	8,100.00	Square Foot	0	0

## Sales

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved	Grantor	Grantee
6/7/2016	\$100	Quit Claim Deed		2800	2373	11 - Unqualified	Vacant		
1/15/2016	\$50,000	Warranty Deed		2783	932	05 - Qualified	Vacant		
12/1/1979	\$15,000	Conversion Code		804	201	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).

The Monroe County Property Appraiser's office maintains data on property within the County solely for the purpose of fulfilling its responsibility to secure a just valuation for ad valorem tax purposes of all property within the County. The Monroe County Property Appraiser's office cannot guarantee its accuracy for any other purpose. Likewise, data provided regarding one tax year may not be applicable in prior or subsequent years. By requesting such data, you hereby understand and agree that the  
| [User Privacy Policy](#) | [GDPR Privacy Notice](#)  
Last Data Upload: 1/25/2024, 5:42:59 AM

[Contact Us](#)

Developed by  
 Schneider  
GEOSPATIAL

AGREEMENT FOR THE PURCHASE OF LANDS

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

**Thomas Carl Rothdeutsch**

(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 **\$120,000.00** 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 11, Lot 12, Tropical Bay 3rd Addition (PB 5-81)  
Parcel ID# 00314240-000000**

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 **\$120,000.00**. 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:

**3667 Southseas Street  
Big Pine Key, FL 33043**

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 **January 29, 2024** to sign and return this Agreement to the LAND AUTHORITY. This Agreement may be executed in counterparts. Notwithstanding any provision of this Agreement to the contrary, the closing of this transaction is contingent upon approval by the Advisory Committee and Governing Board of the LAND AUTHORITY, failing which the parties acknowledge that each shall be released of all further obligations under this Agreement. In the event this transaction has not closed within one hundred eighty (180) days from the Effective Date, then either party may terminate this Agreement at any time thereafter by providing written notice, in which case the parties acknowledge that each shall be released of all further obligations under this Agreement.

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

Seller/ **Thomas Carl Rothdeutsch**

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

(Seal)

MONROE COUNTY COMPREHENSIVE  
PLAN LAND AUTHORITY

\_\_\_\_\_  
Christine Hurley, Executive Director



- 1 9. The subject property has the land use district designation of Improved Subdivision
- 2 (IS) and is located in the Tropical Bay 3rd Addition Subdivision and is located in a
- 3 Tier II designated area and is also within the Florida Forever acquisition boundary.
- 4 10. Monroe County Year 2030 Comprehensive Plan Policy 101.7.1 and Policy 105.2.8
- 5 states the Board may offer to purchase property as the preferred action for property
- 6 located within Tier II.

7  
8 **NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY**  
9 **COMMISSIONERS OF MONROE COUNTY, FLORIDA:**

10  
11 Administrative relief is granted to Thomas Rothdeutsch, for Lot 12, Block 11, Tropical  
12 Bay 3rd Addition, Big Pine Key, Real Estate No. 00314240-000000 in the form of a  
13 purchase offer by the Monroe County Land Authority.

14  
15 **PASSED AND ADOPTED** by the Board of County Commissioners of Monroe County,  
16 Florida at a regular meeting held on the 13th day of December, 2023.

- 17
- 18 Mayor Holly Merrill Raschein Yes
- 19 Mayor Pro Tem James K. Scholl Yes
- 20 Commissioner Craig Cates Yes
- 21 Commissioner Michelle Lincoln Yes
- 22 Commissioner David Rice Yes

23  
24 **BOARD OF COUNTY COMMISSIONERS**  
25 **OF MONROE COUNTY, FLORIDA**

26  
27 By: *Holly Merrill Raschein*  
28  
29 **Mayor Holly Merrill Raschein**



30  
31 **ATTEST: KEVIN MADOK, CLERK**  
32 By: *Kevin Madok*  
33  
34 **DEPUTY CLERK**

35  
36 **MONROE COUNTY ATTORNEY**  
**APPROVED AS TO FORM:**  
*Derek Howard*  
**DEREK HOWARD**  
**ASSISTANT COUNTY ATTORNEY**  
DATE 1/17/24

FILED FOR RECORD  
 2024 JAN 18 PM 4:35  
 CLK. CIR. CL.  
 MONROE COUNTY, FLA

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**AGENDA ITEM WORDING:** Approval of a resolution authorizing the conveyance of real property described as Block 11, Lot 12, Tropical Bay Third Addition (PB 5-81) on Big Pine Key to Monroe County for density reduction subject to a Land Use Restriction Agreement (LURA).

---

**ITEM BACKGROUND:**

The Land Authority is in the process of purchasing Block 11, Lot 12, Tropical Bay Third Addition on Big Pine Key for ROGO Administrative Relief and density reduction using funding from the Land Authority's ROGO Reserve Fund.

Density reduction lots are maintained by the BOCC and Monroe County has already acquired a number of density reduction lots in the Tropical Bay neighborhood.

The proposed resolution authorizes the Land Authority to convey the property to Monroe County so the property can be managed in a coordinated manner with the other County owned lots in the neighborhood. Consistent with the County's density reduction goals, the conveyance will be subject to a Land Use Restriction Agreement (LURA) extinguishing the property's density but allowing the County to sell the property.

Estimated Closing Costs:

- Sales Price: \$0
- Closing Fee: \$250
- Attorney Fee: \$475
- Recording Fees: \$79
- Total Cost: \$804

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

A RESOLUTION OF THE MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY AUTHORIZING THE CONVEYANCE OF REAL PROPERTY DESCRIBED AS BLOCK 11, LOT 12, TROPICAL BAY THIRD ADDITION (PB 5-81) ON BIG PINE KEY TO MONROE COUNTY FOR DENSITY REDUCTION SUBJECT TO A LAND USE RESTRICTION AGREEMENT (LURA).

---

**WHEREAS**, the Monroe County Board of County Commissioners (hereinafter “BOCC”) approved Resolution 572A-2023 approving the request for Administrative Relief made by Thomas Rothdeutsch on the above referenced property (hereinafter “Subject Property”) in the form of a purchase offer from the Monroe County Comprehensive Plan Land Authority (hereinafter “Land Authority”); and

**WHEREAS**, the Land Authority has contracted to purchase the Subject Property for density reduction and said purchase will be funded from the Land Authority’s Rate of Growth Ordinance (ROGO) Reserve Fund; and

**WHEREAS**, Density Reduction lots are maintained by the BOCC and the BOCC has requested the Land Authority convey the Subject Property to Monroe County subject to a Land Use Restriction Agreement; and

**WHEREAS**, on February 1, 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 above recitals are true and correct and incorporated herein.

Section 2. The Land Authority is hereby authorized to convey the Subject Property to Monroe County subject to the Land Use Restriction Agreement shown in Attachment “A” restricting use of the Subject Property to density reduction in accordance with Section 380.0666(3)(a), Florida Statutes.

Section 3. 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 Holly Raschein \_\_\_\_\_  
Commissioner Jim 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"

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**

**BLOCK 11, LOT 12, TROPICAL BAY THIRD ADDITION (PB 5-81) ON BIG PINE KEY  
WITH PARCEL ID#00314240-000000.**

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

**RECITALS**

A. The site legally described as Lot 12, Block 11, Tropical Bay Third Addition as recorded in Plat Book 5, Page 81, of the Public Records of Monroe County, Florida (hereinafter "Subject Property") located at 30499 Hawk Lane, bay side of Big Pine Key, with Parcel ID Number 00314240-000000.

B. The County has adopted Resolution **xx-xxxx** nominating the Subject Property for purchase by the Land Authority, with subsequent conveyance to the County for density reduction purposes.

C. The Land Authority has adopted Resolution **xx-xxxx** and has contracted to purchase the Subject Property.

D. As a condition of the Land Authority purchasing the Subject Property, the County has agreed that the Subject Property shall only be used consistent with Florida Statutes 380.0666 (3)(a) for density reduction.

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

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

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

- 1.01 The restrictions contained in this Article I shall not expire, shall run with the Subject Property in perpetuity and shall be binding upon the County.
- 1.02 Use of the Subject Property shall be restricted as to density and therefore all density associated with the land is hereby extinguished and the Subject Property hereby and always shall have no density. Consistent with Article VII, Division 2 of the Monroe County Code, the Subject Property may be resold subject to this Land Use Restriction Agreement.
- 1.03 The County is responsible for ensuring compliance with the restrictions in this Article I and expressly agrees to furnish, upon the Land Authority's request, written certification thereof.

**ARTICLE II**  
**CONSIDERATION**

The Land Authority has purchased the Subject Property and is donating same to the County. In consideration of said donation, the County and the Land Authority have entered into this Agreement.

**ARTICLE III**  
**RELIANCE**

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

**ARTICLE IV**  
**TERM**

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

**ARTICLE V**  
**ENFORCEMENT**

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

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

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

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

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

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

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

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

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

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

Monroe County Office of County Attorney  
1111 12th Street, Suite 408  
Key West, FL 33040  
Attention: County Attorney

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

**ARTICLE IX**  
**MISCELLANEOUS**

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

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

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

**BLOCK 11, LOT 12, TROPICAL BAY THIRD ADDITION (PB 5-81) ON BIG PINE KEY  
WITH PARCEL ID#00314240-000000.**

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

WITNESSES: Monroe County

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

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

Mayor Holly Merrill Raschein

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

*Address:* 1100 Simonton Street  
Key West, Florida 33040

Approved as to form and legality

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

STATE OF FLORIDA  
COUNTY OF MONROE

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

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

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

**BLOCK 11, LOT 12, TROPICAL BAY THIRD ADDITION (PB 5-81) ON BIG PINE KEY  
WITH PARCEL ID#00314240-000000.**

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

WITNESSES:

MONROE COUNTY COMPREHENSIVE PLAN  
LAND AUTHORITY

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

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

David P. Rice, Chairman

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

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

Approved as to form and legality

[SEAL]

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

STATE 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.: \_\_\_\_\_

# Block 11, Lot 12, Tropical Bay 3rd Addition Big Pine Key



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**AGENDA ITEM WORDING:** Approval of a contract to purchase Tier 1 property for conservation - Block 5, Lots 13 and 14, Summerland Estates Re-subdivision No. 2 on Summerland Key near mile marker 25 from Robert J. Novacek for the price of \$115,000.

---

**ITEM BACKGROUND:**

This acquisition is proposed to protect property rights and the natural environment and to reduce potential liability for takings suits. The subject property is located on 46th Street on the ocean side of Summerland Key.

Purchase Price and Estimated Closing Costs:

- Purchase Price: \$115,000.00
- Cost of Appraisal: \$750.00 (paid by the BOCC and eligible for reimbursement by DEP)
- Cost of Survey: \$2,600.00
- Title Fees & Insurance: \$1,125.00
- Attorney Fee and Mobile Notary Fees: \$725.00
- Recording Fees: \$35.50
- Total Costs: \$120,235.50

Attributes of the Subject Property:

- Parcel ID#: 00200160-000000 and 00200170-000000
- Size: 11,000 square feet
- Tier Designation: Tier 1 – Natural Area
- Zoning Designation: Improved Subdivision (IS)
- Future Land Use Map Designation: Residential Medium (RM)
- Vegetation: Hammock
- Acquisition List Qualification: This property qualifies because it is Tier 1.
- Florida Forever Boundary: This property is inside the Florida Forever boundary.
  
- Transferrable Development Rights (TDRs): 2 TDR's
- Cost per TDR: \$57,500
- ROGO Dedication Points: 5 points
- Cost per ROGO Dedication Point: \$23,000

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.



# 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** 00200160-000000  
**Account#** 1263478  
**Property ID** 1263478  
**Millage Group** 120C  
**Location Address** VACANT LAN 46TH St, SUMMERLAND KEY  
**Legal Description** BK 5 LT 13 SUMMERLAND EST RE-SUB #2 SUMMERLAND KEY PB4-2 OR542-648 OR931-1392  
 (Note: Not to be used on legal documents.)  
**Neighborhood** 739  
**Property Class** VACANT RES (0000)  
**Subdivision** SUMMERLAND ESTATES RESUBD #2  
**Sec/Twp/Rng** 36/66/28  
**Affordable Housing** No

## Owner

[NOVACEK ROBERT J](#)  
 339 Gorge View Dr  
 Blowing Rock NC 28605

## 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	\$39,683	\$28,999	\$24,420	\$24,420
= Just Market Value	\$39,683	\$28,999	\$24,420	\$24,420
= Total Assessed Value	\$14,893	\$13,539	\$12,308	\$11,189
- School Exempt Value	\$0	\$0	\$0	\$0
= School Taxable Value	\$39,683	\$28,999	\$24,420	\$24,420

## Historical Assessments

Year	Land Value	Building Value	Yard Item Value	Just (Market) Value	Assessed Value	Exempt Value	Taxable Value	Maximum Portability
2022	\$28,999	\$0	\$0	\$28,999	\$13,539	\$0	\$28,999	\$0
2021	\$24,420	\$0	\$0	\$24,420	\$12,308	\$0	\$24,420	\$0
2020	\$24,420	\$0	\$0	\$24,420	\$11,189	\$0	\$24,420	\$0
2019	\$19,841	\$0	\$0	\$19,841	\$10,172	\$0	\$19,841	\$0
2018	\$19,841	\$0	\$0	\$19,841	\$9,247	\$0	\$19,841	\$0

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

## Land

Land Use	Number of Units	Unit Type	Frontage	Depth
RESIDENTIAL DRY UNPERMITTED (01DM)	5,500.00	Square Foot	50	110

## Sales

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved	Grantor	Grantee
1/1/1985	\$7,000	Warranty Deed		931	1392	M - Unqualified	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.

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Last Data Upload: 1/25/2024, 5:42:59 AM

[Contact Us](#)



# 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** 00200170-000000  
**Account#** 1263486  
**Property ID** 1263486  
**Millage Group** 120C  
**Location Address** VACANT LAN 46TH St, SUMMERLAND KEY  
**Legal Description** BK 5 LT 14 SUMMERLAND EST RE-SUB #2 SUMMERLAND KEY PB4-2 OR542-648 OR931-1392  
 (Note: Not to be used on legal documents.)  
**Neighborhood** 739  
**Property Class** VACANT RES (0000)  
**Subdivision** SUMMERLAND ESTATES RESUBD #2  
**Sec/Twp/Rng** 36/66/28  
**Affordable Housing** No

## Owner

[NOVACEK ROBERT J](#)  
 339 Gorge View Dr  
 Blowing Rock NC 28605

## 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	\$39,683	\$28,999	\$24,420	\$24,420
= Just Market Value	\$39,683	\$28,999	\$24,420	\$24,420
= Total Assessed Value	\$14,893	\$13,539	\$12,308	\$11,189
- School Exempt Value	\$0	\$0	\$0	\$0
= School Taxable Value	\$39,683	\$28,999	\$24,420	\$24,420

## Historical Assessments

Year	Land Value	Building Value	Yard Item Value	Just (Market) Value	Assessed Value	Exempt Value	Taxable Value	Maximum Portability
2022	\$28,999	\$0	\$0	\$28,999	\$13,539	\$0	\$28,999	\$0
2021	\$24,420	\$0	\$0	\$24,420	\$12,308	\$0	\$24,420	\$0
2020	\$24,420	\$0	\$0	\$24,420	\$11,189	\$0	\$24,420	\$0
2019	\$19,841	\$0	\$0	\$19,841	\$10,172	\$0	\$19,841	\$0
2018	\$19,841	\$0	\$0	\$19,841	\$9,247	\$0	\$19,841	\$0

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

## Land

Land Use	Number of Units	Unit Type	Frontage	Depth
RESIDENTIAL DRY UNPERMITTED (01DM)	5,500.00	Square Foot	50	110

## Sales

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved	Grantor	Grantee
1/1/1985	\$1	Warranty Deed		931	1392	M - Unqualified	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.

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Contact Us



AGREEMENT FOR THE PURCHASE OF LANDS

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

**Robert J. Novacek**

(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 **\$115,000.00** 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 5, Lots 13 and 14, Summerland Estates Re-subdivision No. 2 (PB 4-2)  
Parcel ID# 00200160-000000 and 00200170-000000**

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 **\$115,000.00**. 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:

**339 Gorge View Drive  
Blowing Rock, NC 28605**

**with a copy to:**

**Lara Martin  
Coldwell Banker Schmitt Real Estate  
hapynkeys@gmail.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. In the event the Seller(s) desire to effect a tax deferred exchange in connection with the conveyance of the property, the LAND AUTHORITY and the Seller(s) agree to cooperate in effecting such exchange; provided, however, that the Seller(s) shall be responsible for all additional costs associated with such exchange and the LAND AUTHORITY shall not assume any additional liability with respect to such exchange. The LAND AUTHORITY and the Seller(s) shall execute such additional documents, including assignment of this contract in connection therewith, at no cost to the LAND AUTHORITY, as shall be required to give effect to this provision.
- 14. If the Seller(s) wish to proceed with this transaction, the Seller(s) have until **January 25, 2024** to sign and return this Agreement to the LAND AUTHORITY. This Agreement may be executed in counterparts. Notwithstanding any provision of this Agreement to the contrary, the closing of this transaction is contingent upon approval by the Advisory Committee and Governing Board of the LAND AUTHORITY, failing which the parties acknowledge that each shall be released of all further obligations under this Agreement. In the event this transaction has not closed by March 1, 2024, 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/ **Robert J. Novacek**

Signature	Date	Phone Number	Email Address
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The MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY, acting by and through its EXECUTIVE DIRECTOR in accordance with Resolution 03-2016, has executed this Agreement on behalf of the MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

(Seal)

MONROE COUNTY COMPREHENSIVE  
PLAN LAND AUTHORITY

\_\_\_\_\_  
Christine Hurley, Executive Director

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**AGENDA ITEM WORDING:** Approval to amend the Acquisition List to add 1) Block 2, Lots 8 and 9, Hibiscus Park on Key Largo and 2) Lots 22 and 23, Burton's Addition to Tavernier on Key Largo as affordable housing sites.

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**ITEM BACKGROUND:**

This agenda item proposes to add two properties to the Land Authority's Acquisition List as affordable housing sites.

The first site is Block 2, Lots 8 and 9, Hibiscus Park on Key Largo (including 2 ROGO exemptions)..

The second site is Lots 22 and 23, Burton's Addition to Tavernier on Key Largo (including up to 6 ROGO exemptions).

**MONROE COUNTY LAND AUTHORITY  
(MCLA)  
2024 ACQUISITION LIST  
Approved by MCLA Advisory  
Committee 2/1/24 and Adopted by  
MCLA Governing Board 2/21/24**

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 (PB 6-9)	Affordable Housing Construction Funding	Affordable Housing	Rural Neighborhoods, Inc. Developer
Block 2, Lots 8 and 9, Hibiscus Park (PB 3-166)	Lot 8 - Affordable Housing with ROGO Exemption Lot 9 – Affordable Housing with ROGO Exemption	Affordable Housing Affordable Housing	TBD/TBD
Lots 22 and 23, Burton’s Addition to Tavernier (PB 2-82)	Lots 22 and 23 – Affordable Housing with 6 ROGO Exemptions	Affordable Housing	TBD/TBD

**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 contract to purchase Tier 3 property for affordable housing - Block 2, Lots 8 and 9, Hibiscus Park on Key Largo near mile marker 101 from L.J. Gators, LLC for the price of \$530,000.

---

**ITEM BACKGROUND:**

This acquisition is proposed to provide an affordable housing site.

The subject property consists of two adjoining lots located at 15 and 17 Hibiscus Lane on the ocean side of Key Largo. Each lot is ROGO exempt.

Purchase Price and Estimated Closing Costs:

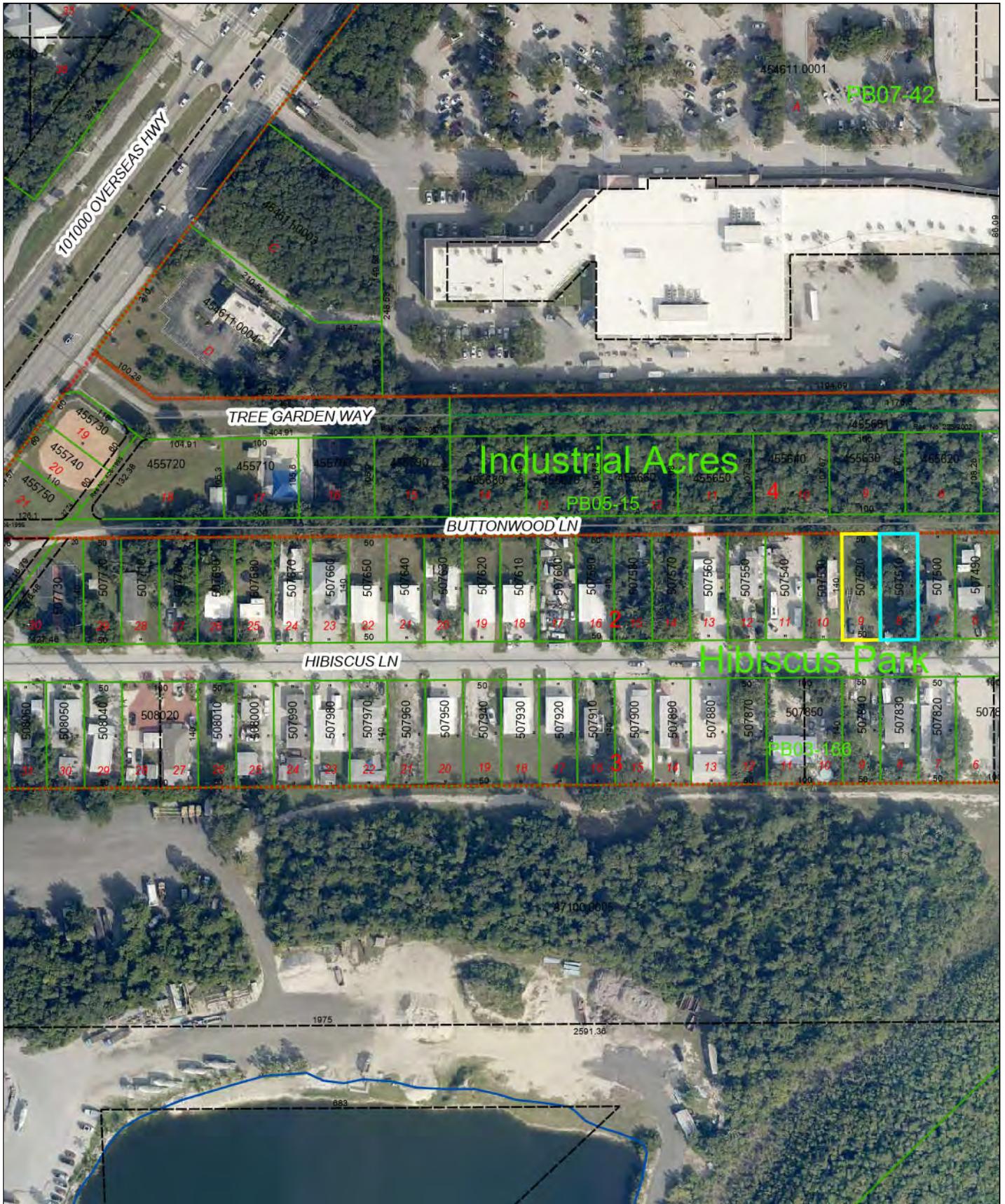
- Purchase Price: \$530,000.00
- Cost of Appraisals: \$5,150
- Cost of Survey: \$0.00
- Title Fees & Insurance: \$3,200.00
- Attorney Fee and Mobile Notary Fees: \$725.00
- Recording Fees: \$35.50
- Total Costs: \$539,110.50

Attributes of the Subject Property:

- Parcel ID#: 00507510-000000 and 00507520-000000
- Size: 14,000 square feet
- Tier Designation: Tier 3 – Infill Area
- Zoning Designation: Urban Residential Mobile Home (URM)
- Future Land Use Map Designation: Residential High (RH)
- Vegetation: Developed land.
- Acquisition List Qualification: This property is being added to the Acquisition List as an affordable housing site.
- Florida Forever Boundary: This property is outside the Florida Forever boundary.
- Transferrable Development Rights (TDRs): 2 TDRs
- Cost per TDR: \$265,000
- ROGO Dedication Points: 10 points
- Cost per ROGO Dedication Point: \$53,000

# Block 2, Lots 8 and 9, Hibiscus Park

Key Largo



# 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** 00507510-000000  
**Account#** 1625337  
**Property ID** 1625337  
**Millage Group** 500K  
**Location Address** 15 HIBISCUS Ln, KEY LARGO  
**Legal Description** BK 2 LT 8 HIBISCUS PARK PB3-166 KEY LARGO OR409-997 OR3194-1077DC OR3194-1079DC OR3152-1691 OR3194-1090  
(Note: Not to be used on legal documents.)  
**Neighborhood** 1854  
**Property Class** VACANT RES (0000)  
**Subdivision** HIBISCUS PARK  
**Sec/Twp/Rng** 27/61/39  
**Affordable Housing** No



## Owner

[L J GATORS LLC](#)  
 794 E Shore Dr  
 Summerland Key FL 33042

## Valuation

	2023 Certified Values	2022 Certified Values	2021 Certified Values	2020 Certified Values
+ Market Improvement Value	\$0	\$26,925	\$24,738	\$26,052
+ Market Misc Value	\$2,575	\$0	\$0	\$0
+ Market Land Value	\$171,500	\$112,000	\$54,250	\$54,250
= Just Market Value	\$174,075	\$138,925	\$78,988	\$80,302
= Total Assessed Value	\$174,075	\$71,363	\$64,875	\$58,977
- School Exempt Value	\$0	\$0	\$0	\$0
= School Taxable Value	\$174,075	\$138,925	\$78,988	\$80,302

## Historical Assessments

Year	Land Value	Building Value	Yard Item Value	Just (Market) Value	Assessed Value	Exempt Value	Taxable Value	Maximum Portability
2022	\$112,000	\$26,925	\$0	\$138,925	\$71,363	\$0	\$138,925	\$0
2021	\$54,250	\$24,738	\$0	\$78,988	\$64,875	\$0	\$78,988	\$0
2020	\$54,250	\$26,052	\$0	\$80,302	\$58,977	\$0	\$80,302	\$0
2019	\$54,250	\$26,052	\$0	\$80,302	\$53,615	\$0	\$80,302	\$0
2018	\$43,750	\$4,991	\$0	\$48,741	\$48,741	\$0	\$48,741	\$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
PERMITTED MOBILE DRY (02DP)	7,000.00	Square Foot	50	140

## Yard Items

Description	Year Built	Roll Year	Size	Quantity	Units	Grade
CH LINK FENCE	2022	2023	240 x 5	1	1200 SF	1

**Sales**

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved	Grantor	Grantee
9/14/2022	\$125,000		2391662	3194	1090	19 - Unqualified	Improved		
1/28/2022	\$0	Order (to be used for Order Det. Heirs, Probate in	2359705	3152	1691	30 - Unqualified	Improved		
2/1/1974	\$1,500	Conversion Code		409	997	Q - Qualified	Vacant		

**Permits**

Number	Date Issued	Date Completed	Amount	Permit Type	Notes
R-FENCE-2023-0071	3/17/2023	5/12/2023	\$2,450	Residential	INSTALLATION OF 228 LF OF 5' TALL GALVANIZED CHAIN LINK FENCE AND 1 - 12' x 5' GALVANIZED CHAIN LINK DOUBLE DRIVE GATE.
22301662	10/24/2022	12/31/2022	\$6,500	Residential	

**View Tax Info**

[View Taxes for this Parcel](#)

**Photos**



**Map**



**TRIM Notice**

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

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

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# 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 00507520-000000  
 Account# 1625345  
 Property ID 1625345  
 Millage Group 500K  
 Location 17 HIBISCUS Ln, KEY LARGO  
 Address  
 Legal BK 2 LT 9 HIBISCUS PARK PB3-166 KEY LARGO OR453-226 OR707-398 OR802-351 OR807-1526 OR2030-21 OR2815-2192/93 OR2815-2196 OR3114-0078  
 Description  
 (Note: Not to be used on legal documents.)  
 Neighborhood 1854  
 Property Class VACANT RES (0000)  
 Subdivision HIBISCUS PARK  
 Sec/Twp/Rng 27/61/39  
 Affordable No  
 Housing



## Owner

[L J GATORS LLC](#)  
 27205 Overseas Hwy  
 Ramrod Key FL 33042

## Valuation

	2023 Certified Values	2022 Certified Values	2021 Certified Values	2020 Certified Values
+ Market Improvement Value	\$0	\$0	\$46,510	\$30,509
+ Market Misc Value	\$2,575	\$1,357	\$1,923	\$1,985
+ Market Land Value	\$171,500	\$112,000	\$54,250	\$54,250
= Just Market Value	\$174,075	\$113,357	\$102,683	\$86,744
= Total Assessed Value	\$124,693	\$113,357	\$102,683	\$75,385
- School Exempt Value	\$0	\$0	\$0	\$0
= School Taxable Value	\$174,075	\$113,357	\$102,683	\$86,744

## Historical Assessments

Year	Land Value	Building Value	Yard Item Value	Just (Market) Value	Assessed Value	Exempt Value	Taxable Value	Maximum Portability
2022	\$112,000	\$0	\$1,357	\$113,357	\$113,357	\$0	\$113,357	\$0
2021	\$54,250	\$46,510	\$1,923	\$102,683	\$102,683	\$0	\$102,683	\$0
2020	\$54,250	\$30,509	\$1,985	\$86,744	\$75,385	\$0	\$86,744	\$0
2019	\$54,250	\$32,888	\$2,047	\$89,185	\$68,532	\$0	\$89,185	\$0
2018	\$43,750	\$16,444	\$2,108	\$62,302	\$62,302	\$0	\$62,302	\$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
PERMITTED SFR DRY (01DP)	7,000.00	Square Foot	50	140

## Yard Items

Description	Year Built	Roll Year	Size	Quantity	Units	Grade
CH LINK FENCE	2022	2023	240 x 5	1	1200 SF	1

### Sales

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved	Grantor	Grantee
5/7/2021	\$120,000	Warranty Deed	2331214	3114	0078	19 - Unqualified	Vacant		
9/7/2016	\$75,000	Warranty Deed		2815	2192	37 - Unqualified	Improved		
3/1/1980	\$5,000	Warranty Deed		807	1526	Q - Qualified	Vacant		
2/1/1970	\$1,000	Conversion Code		802	351D	Q - Qualified	Vacant		

### Permits

Number	Date Issued	Date Completed	Amount	Permit Type	Notes
21301079	7/14/2021	9/7/2021	\$0		

### View Tax Info

[View Taxes for this Parcel](#)

### Photos



### Map



### TRIM Notice

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AGREEMENT FOR THE PURCHASE OF LANDS

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

**L.J. Gators, 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 **\$530,000.00** 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 2, Lots 8 and 9, Hibiscus Park (PB 3-166)  
Parcel ID#s 00507510-000000 and 00507520-000000**

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 **\$530,000.00**. 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:

**794 East Shore Drive  
Summerland Key, FL 33042**

**Lanny Gardner  
Bluescape Real Estate  
Lannygardner74@gmail.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 **January 31, 2024** to sign and return this Agreement to the LAND AUTHORITY. This Agreement may be executed in counterparts. Notwithstanding any provision of this Agreement to the contrary, the closing of this transaction is contingent upon approval by the Advisory Committee and Governing Board of the LAND AUTHORITY, failing which the parties acknowledge that each shall be released of all further obligations under this Agreement. In the event this transaction has not closed within one hundred eighty (180) days from the Effective Date, then either party may terminate this Agreement at any time thereafter by providing written notice, in which case the parties acknowledge that each shall be released of all further obligations under this Agreement.

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

Seller/ **L.J. Gators, LLC**

By: **John Myers, Manager**

Signature	Date	Phone Number	Email Address
-----------	------	--------------	---------------

By: **Lanny Gardner, Manager**

Signature	Date	Phone Number	Email Address
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The MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY, acting by and through its EXECUTIVE DIRECTOR in accordance with Resolution 03-2016, has executed this Agreement on behalf of the MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

(Seal)

MONROE COUNTY COMPREHENSIVE  
PLAN LAND AUTHORITY

\_\_\_\_\_  
Christine Hurley, Executive Director

**Addendum to Contract**



Addendum No. 1 to the Contract with the Effective Date of January 31, 2024 between  
LJ Gators LLC (Seller)

and Monroe County Land Authority (Buyer)

concerning the property described as: Block 2, Lots 8 and 9, Hibiscus Park (PB 3-166) Parcel ID#s 00507510-000000 and 00507520-000000

(the "Contract"). Seller and Buyer make the following terms and conditions part of the Contract:  
Buyer acknowledges that Seller is the real estate agent and owner of these parcels.

Buyer: \_\_\_\_\_

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

Buyer: \_\_\_\_\_

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

Seller: Lanny Gardner

Date: 01/29/2024

Seller: John Myers

Date: 01/30/2024

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**AGENDA ITEM WORDING:** Approval of a contract to purchase Tier 3 property for affordable housing - Lots 22 and 23, Burton's Addition to Tavernier on Key Largo near mile marker 92 from John F. Gillen, Carol Gillen, and the Lawrence J. Hogan Estate for the price of \$975,000.

---

**ITEM BACKGROUND:**

This acquisition is proposed to provide an affordable housing site.

The subject property consists of two adjoining lots located at 159 Florida Avenue in Tavernier on the bay side of Key Largo. The site is currently developed with dilapidated, unoccupied mobile homes and may qualify for up to 6 ROGO exemptions.

Purchase Price and Estimated Closing Costs:

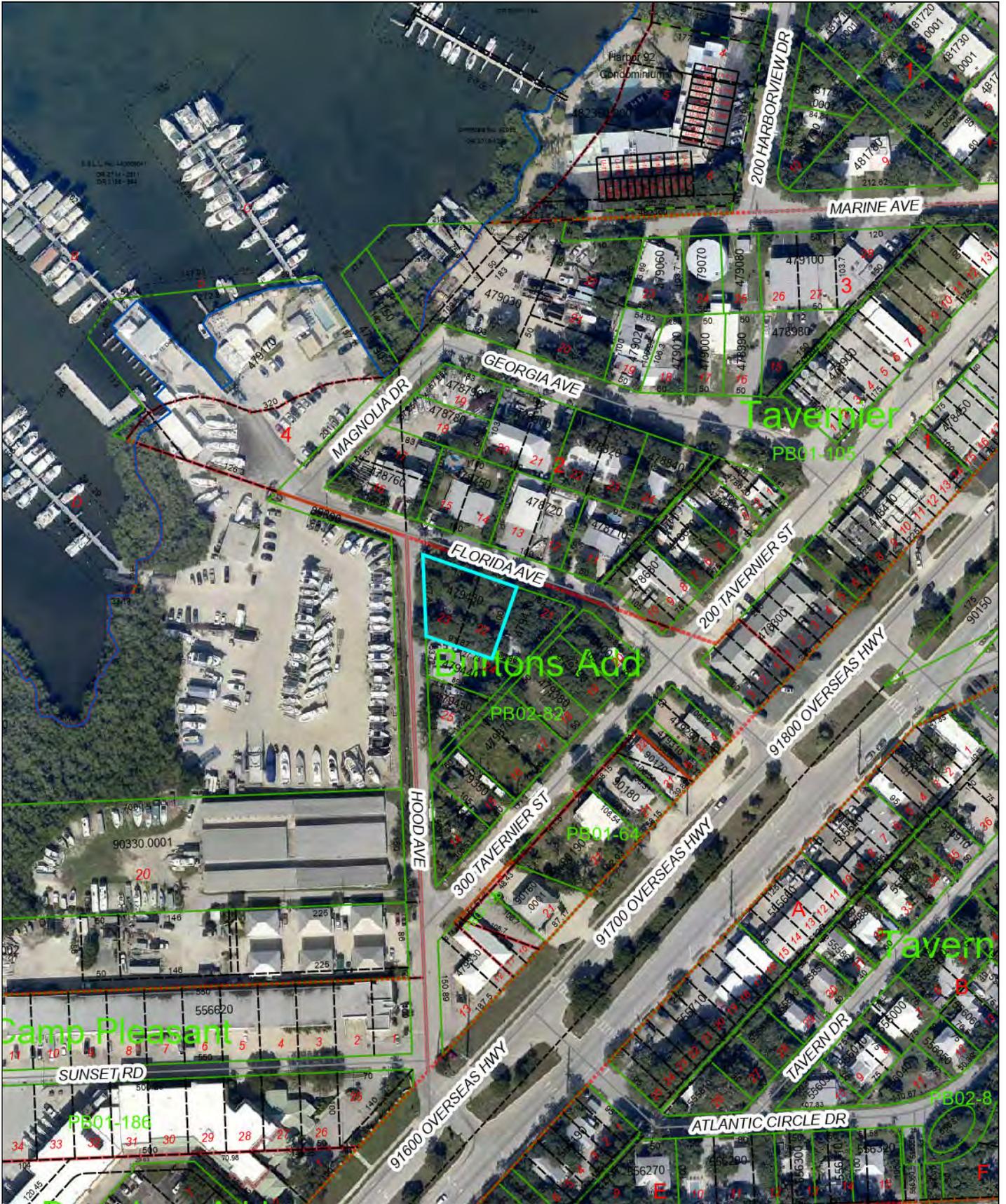
- Purchase Price: \$975,000.00
- Cost of Appraisals: \$7,050.00
- Cost of Survey: \$1,500.00
- Title Fees & Insurance: \$5,425.00
- Attorney Fee and Mobile Notary Fees: \$725.00
- Recording Fees: \$35.50
- Total Costs: \$989,735.50

Attributes of the Subject Property:

- Parcel ID#: 00479430-000000
- Size: 11,150 square feet
- Tier Designation: Tier 3 – Infill Area
- Zoning Designation: Mixed Use (MU)
- Future Land Use Map Designation: Mixed Use/Commercial (MC)
- Vegetation: Developed land
- Acquisition List Qualification: This property is being added to the Acquisition List as an affordable housing site.
- Florida Forever Boundary: This property is outside the Florida Forever boundary.
- Transferrable Development Rights (TDRs): 0.26 TDRs
- Cost per TDR: \$3,750,000
- ROGO Dedication Points: 10 points
- Cost per ROGO Dedication Point: \$97,500

# Lots 22 and 23, Burton's Addition to Tavernier

Key Largo



# 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 00479430-000000  
 Account# 1585947  
 Property ID 1585947  
 Millage Group 500P  
 Location 159 FLORIDA Ave, TAVERNIER  
 Address  
 Legal LT 22 & 23 BURTONS ADD TO TAVERNIER PB2-82 KEY LARGO OR21-330 OR265-  
 Description 555-556 OR757-1231 OR871-690 RE: 479420 COMBINED FOR 1984 8-2-84  
 OR1021-1290/1291/AFF OR1021-1293D/C OR1044-458 OR1209-1302 OR3233-  
 738 OR3233-739  
 (Note: Not to be used on legal documents.)  
 Neighborhood 1709  
 Property Class MULTI-FAMILY FOURPLEX (0804)  
 Subdivision BURTON'S ADD TO TAVERNIER  
 Sec/Twp/Rng 34/62/38  
 Affordable No  
 Housing



## Owner

[GILLEN JOHN F](#)  
 35396 Bayshore Ln  
 Millsboro DE 19966

[GILLEN CAROL](#)  
 35396 Bayshore Ln  
 Millsboro DE 19966

HOGAN LAWRENCE J  
 HOGAN JOANNE M

## Valuation

	2023 Certified Values	2022 Certified Values	2021 Certified Values	2020 Certified Values
+ Market Improvement Value	\$48,223	\$49,092	\$40,844	\$42,307
+ Market Misc Value	\$3,683	\$3,683	\$3,683	\$3,683
+ Market Land Value	\$373,302	\$238,443	\$164,881	\$152,198
= Just Market Value	\$425,208	\$291,218	\$209,408	\$198,188
= Total Assessed Value	\$245,716	\$223,378	\$203,071	\$184,610
- School Exempt Value	\$0	\$0	\$0	\$0
= School Taxable Value	\$425,208	\$291,218	\$209,408	\$198,188

## Historical Assessments

Year	Land Value	Building Value	Yard Item Value	Just (Market) Value	Assessed Value	Exempt Value	Taxable Value	Maximum Portability
2022	\$238,443	\$49,092	\$3,683	\$291,218	\$223,378	\$0	\$291,218	\$0
2021	\$164,881	\$40,844	\$3,683	\$209,408	\$203,071	\$0	\$209,408	\$0
2020	\$152,198	\$42,307	\$3,683	\$198,188	\$184,610	\$0	\$198,188	\$0
2019	\$136,978	\$43,501	\$3,683	\$184,162	\$167,827	\$0	\$184,162	\$0
2018	\$136,978	\$48,194	\$3,650	\$188,822	\$155,789	\$0	\$188,822	\$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
MULTI RES DRY (080D)	11,150.00	Square Foot	0	0

## Buildings

Building ID	26407	Exterior Walls	METAL/ALUM
Style	MANUFACTURED HOME	Year Built	1970
Building Type	S.F.R. - R1 / R1	EffectiveYearBuilt	1970
Building Name		Foundation	CONC BLOCK
Gross Sq Ft	356	Roof Type	FLAT OR SHED
Finished Sq Ft	168	Roof Coverage	METAL
Stories	1 Floor	Flooring Type	PLYWD/PR BD
Condition	POOR	Heating Type	NONE with 0% NONE

Perimeter	58	Bedrooms	1
Functional Obs	0	Full Bathrooms	1
Economic Obs	0	Half Bathrooms	0
Depreciation %	52	Grade	300
Interior Walls	PLYWOOD PANEL	Number of Fire Pl	0

Code	Description	Sketch Area	Finished Area	Perimeter
FLA	FLOOR LIV AREA	168	168	0
OPF	OP PRCH FIN LL	188	0	0
<b>TOTAL</b>		<b>356</b>	<b>168</b>	<b>0</b>

Building ID	26408	Exterior Walls	METAL/ALUM
Style	MANUFACTURED HOME	Year Built	1958
Building Type	S.F.R. - R1 / R1	EffectiveYearBuilt	1958
Building Name		Foundation	CONC BLOCK
Gross Sq Ft	468	Roof Type	FLAT OR SHED
Finished Sq Ft	288	Roof Coverage	METAL
Stories	1 Floor	Flooring Type	PLYWD/PR BD
Condition	POOR	Heating Type	NONE with 0% NONE
Perimeter	88	Bedrooms	1
Functional Obs	0	Full Bathrooms	1
Economic Obs	0	Half Bathrooms	0
Depreciation %	59	Grade	300
Interior Walls	WALL BD/WD WAL	Number of Fire Pl	0

Code	Description	Sketch Area	Finished Area	Perimeter
FLA	FLOOR LIV AREA	288	288	0
OPF	OP PRCH FIN LL	180	0	0
<b>TOTAL</b>		<b>468</b>	<b>288</b>	<b>0</b>

Building ID	26409	Exterior Walls	METAL/ALUM
Style	MANUFACTURED HOME	Year Built	1955
Building Type	S.F.R. - R1 / R1	EffectiveYearBuilt	1955
Building Name		Foundation	CONC BLOCK
Gross Sq Ft	404	Roof Type	FLAT OR SHED
Finished Sq Ft	240	Roof Coverage	METAL
Stories	1 Floor	Flooring Type	PLYWD/PR BD
Condition	POOR	Heating Type	NONE with 0% NONE
Perimeter	76	Bedrooms	1
Functional Obs	0	Full Bathrooms	1
Economic Obs	0	Half Bathrooms	0
Depreciation %	62	Grade	300
Interior Walls	PLYWOOD PANEL	Number of Fire Pl	0

Code	Description	Sketch Area	Finished Area	Perimeter
FLA	FLOOR LIV AREA	240	240	0
PTO	PATIO	84	0	0
SPF	SC PRCH FIN LL	80	0	0
<b>TOTAL</b>		<b>404</b>	<b>240</b>	<b>0</b>

Building ID	26411	Exterior Walls	METAL/ALUM
Style	MANUFACTURED HOME	Year Built	1971
Building Type	S.F.R. - R1 / R1	EffectiveYearBuilt	1971
Building Name		Foundation	CONC BLOCK
Gross Sq Ft	668	Roof Type	FLAT OR SHED
Finished Sq Ft	420	Roof Coverage	METAL
Stories	1 Floor	Flooring Type	PLYWD/PR BD
Condition	POOR	Heating Type	NONE with 0% NONE
Perimeter	94	Bedrooms	1
Functional Obs	0	Full Bathrooms	1
Economic Obs	0	Half Bathrooms	0
Depreciation %	51	Grade	300
Interior Walls	PLYWOOD PANEL	Number of Fire Pl	0

Code	Description	Sketch Area	Finished Area	Perimeter
EPB	ENCL PORCH BLK	200	0	66
FLA	FLOOR LIV AREA	420	420	94
OPF	OP PRCH FIN LL	48	0	28
<b>TOTAL</b>		<b>668</b>	<b>420</b>	<b>188</b>

**Yard Items**

Description	Year Built	Roll Year	Size	Quantity	Units	Grade
CONC PATIO	1970	1971	10 x 10	1	100 SF	2
CONC PATIO	1979	1980	16 x 20	1	320 SF	1
CONC PATIO	1979	1980	5 x 10	1	50 SF	1
FENCES	1990	1991	6 x 28	1	168 SF	2
WOOD DECK	1979	2004	10 x 14	1	140 SF	2
FENCES	1990	2004	7 x 24	1	168 SF	2
LC UTIL BLDG	1990	2004	4 x 6	1	24 SF	1
CONC PATIO	1971	2004	4 x 8	1	32 SF	1
LC UTIL BLDG	1971	2004	6 x 10	1	60 SF	1
FENCES	1990	2004	6 x 14	1	84 SF	3

**Sales**

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved	Grantor	Grantee
4/1/1992	\$100,000	Warranty Deed		1209	1302	Q - Qualified	Improved		
3/1/1988	\$90,000	Warranty Deed		1044	458	U - Unqualified	Improved		
1/1/1983	\$0	Warranty Deed		871	690	M - Unqualified	Improved		

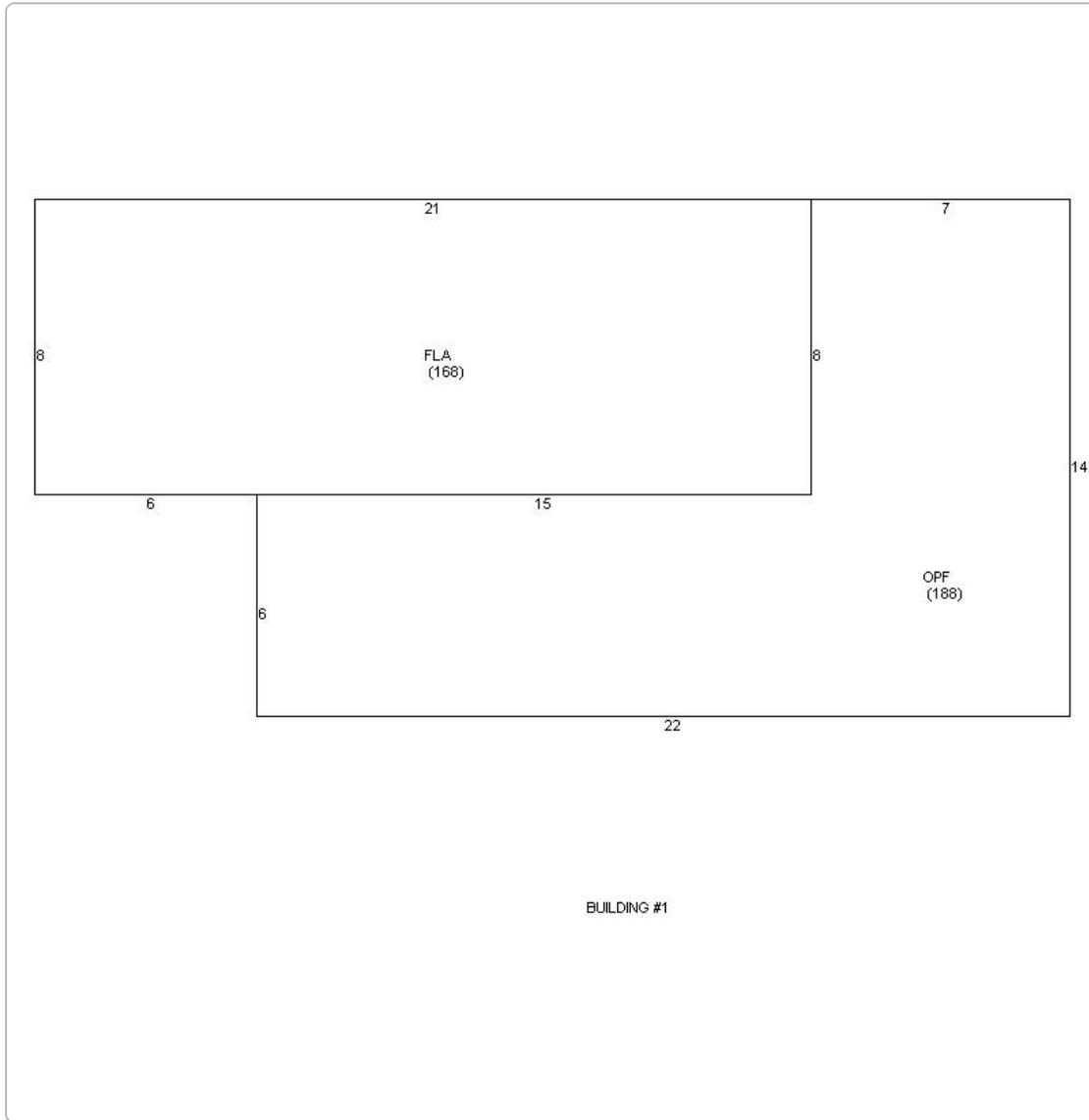
**Permits**

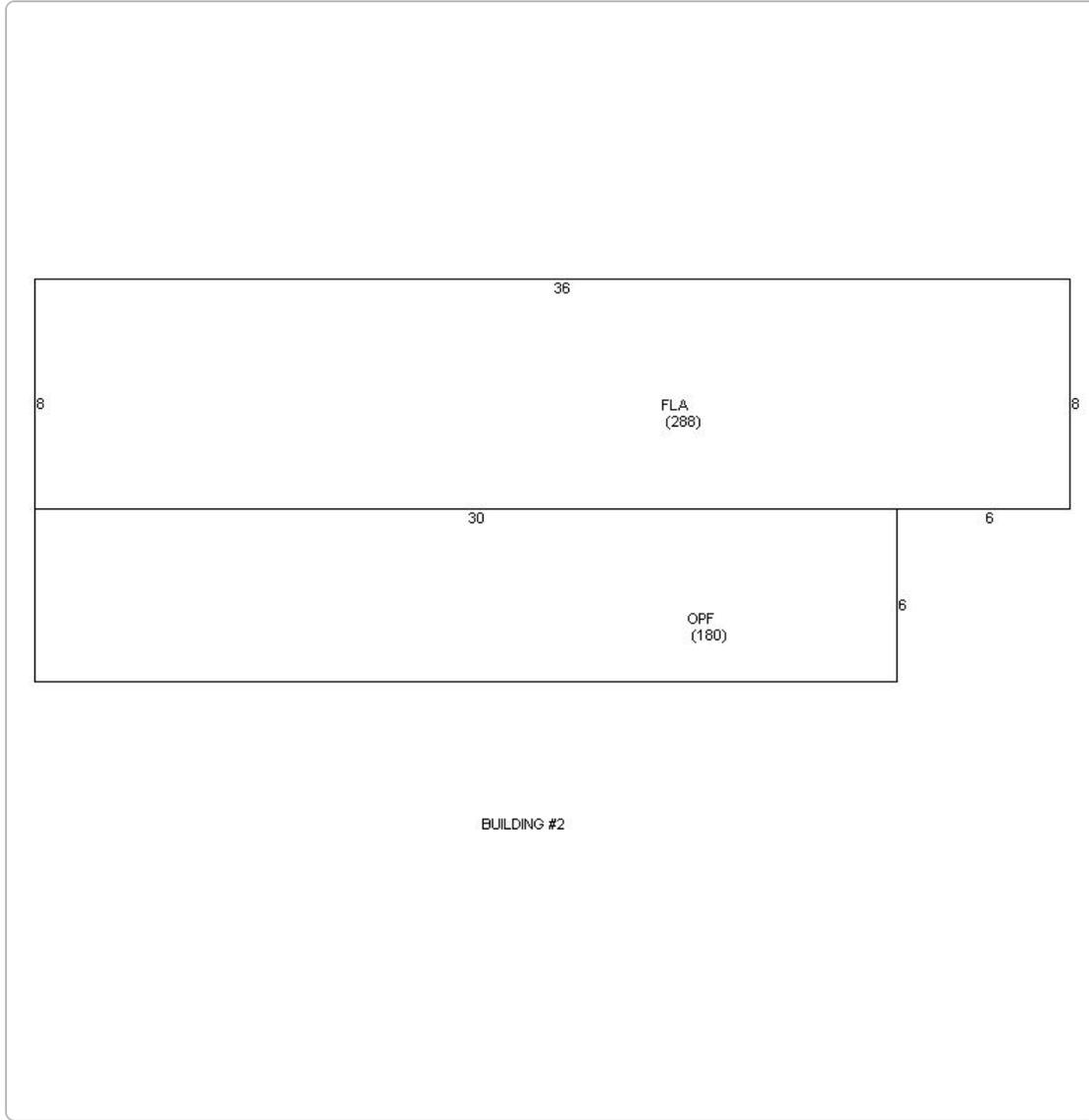
Number	Date Issued	Date Completed	Amount	Permit Type	Notes
9733265	10/1/1997	2/1/1998	\$1	Residential	REMOVE BURNED TRAILER

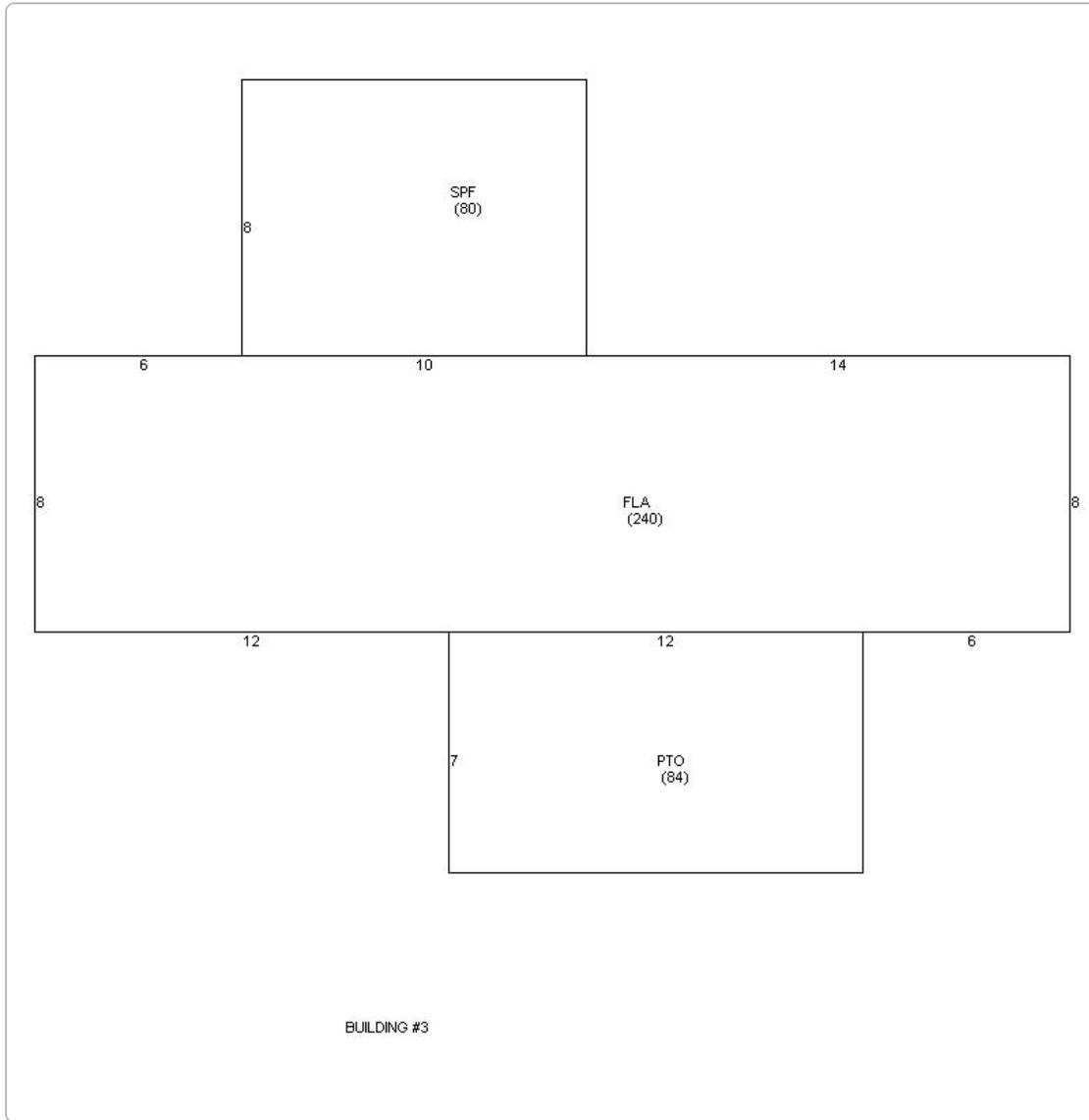
**View Tax Info**

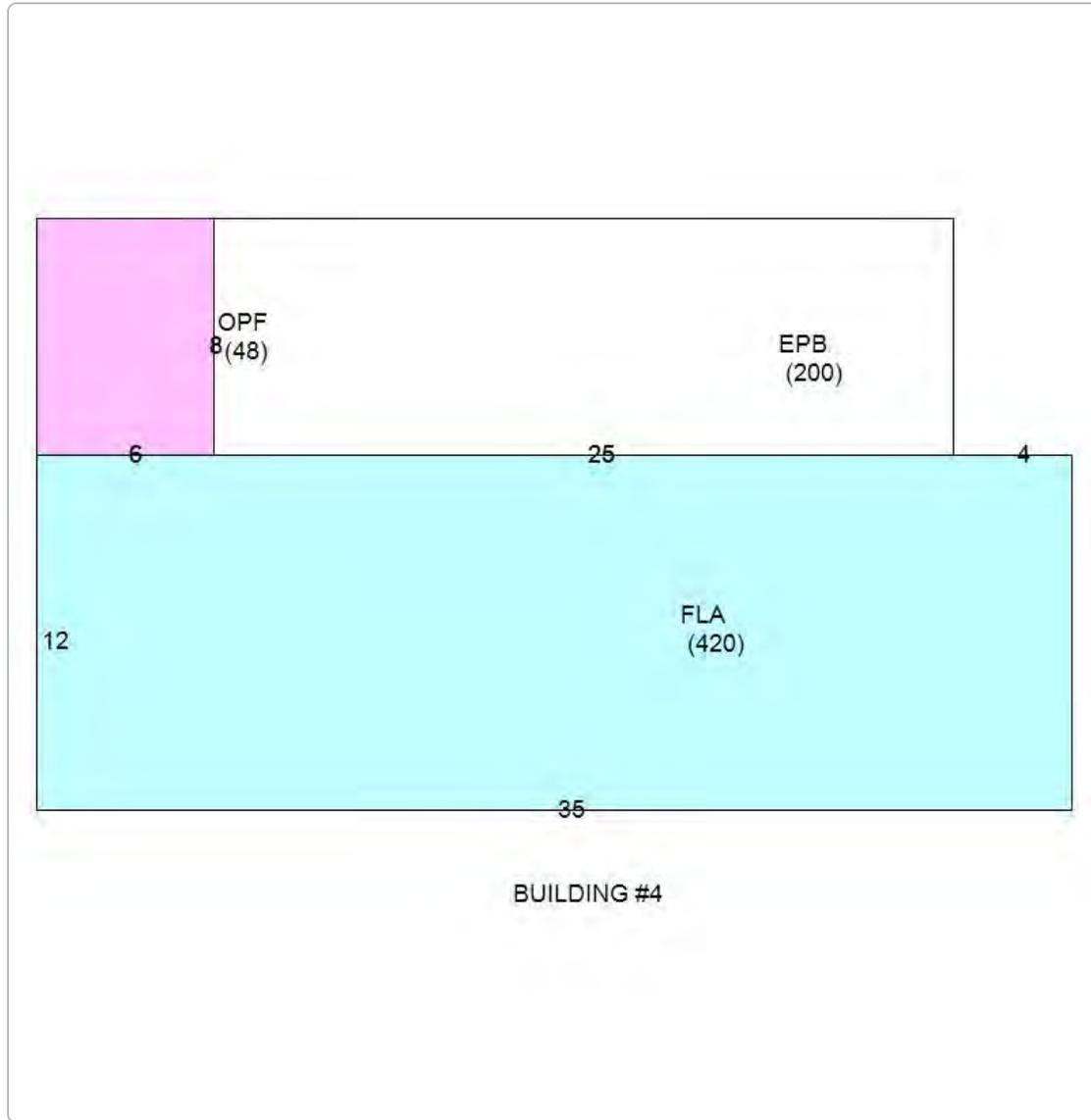
[View Taxes for this Parcel](#)

**Sketches (click to enlarge)**





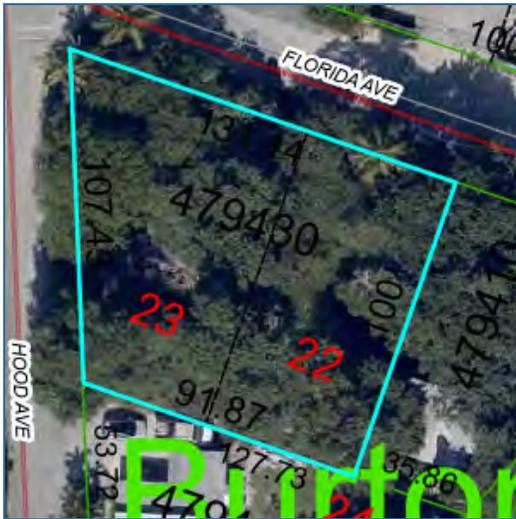




Photos



Map



TRIM Notice

2023 TRIM Notice (PDF)

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AGREEMENT FOR THE PURCHASE OF LANDS

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

**John F. Gillen, Carol Gillen, and the Lawrence J. Hogan Estate**

(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 **\$975,000.00** for all of the lands and other interests, which lands shall include all tenements, hereditaments, together with all water and other rights, easements, appurtenances, and any and all of the Seller's rights in or arising by reason of ownership thereunto belonging, owned by them, situate and lying in the County of Monroe, State of Florida, more particularly described as follows; to-wit:

**Lots 22 and 23, Burton's Addition to Tavernier (PB 2-82)  
Parcel ID# 00479430-000000**

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 **\$975,000.00**. 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 real estate commissions, if any. Full possession of the premises shall pass to the LAND AUTHORITY as of the date payment is made to the Seller(s) subject only to the reservations stated in Section 2 above.
7. It is mutually agreed that an abstract, title insurance policy or other evidence of title to the property herein contracted to be sold, satisfactory to the legal counsel of the LAND AUTHORITY will be obtained by the LAND AUTHORITY at its expense. The Seller(s) expressly agree herein to furnish to the LAND AUTHORITY any documents in Seller(s)'s possession establishing evidence of title including, but not limited to, abstracts, title commitments, title policies and opinions of title.
8. It shall be the obligation of the Seller(s) to pay all taxes and assessments outstanding as liens at the date title vests of record in the LAND AUTHORITY, whether or not such taxes and assessments are then due and payable.
9. It is mutually understood and agreed that notice of acceptance of this Agreement shall be given to the Seller(s) by email to the address provided by the Seller(s) or by mail addressed to the Seller(s) at the following address:

**c/o Sabrina Wampler  
Ocean Sotheby's International Realty  
sabrina.sarah@oceansir.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 LAND AUTHORITY accepts the property with the sewer code violations and agrees to resolve any present or future liens levied by Monroe County regarding sewer connections.
- 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 **January 30, 2024** to sign and return this Agreement to the LAND AUTHORITY. This Agreement may be executed in counterparts. Notwithstanding any provision of this Agreement to the contrary, the closing of this transaction is contingent upon approval by the Advisory Committee and Governing Board of the LAND AUTHORITY, failing which the parties acknowledge that each shall be released of all further obligations under this Agreement. In the event this transaction has not closed within one hundred eighty (180) days from the Effective Date, then either party may terminate this Agreement at any time thereafter by providing written notice, in which case the parties acknowledge that each shall be released of all further obligations under this Agreement.

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

Seller/ **John F. Gillen**

_____ Signature	_____ Date	_____ Phone Number	_____ Email Address
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Seller/ **Carol Gillen**

_____ Signature	_____ Date	_____ Phone Number	_____ Email Address
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Seller/ **Lawrence J. Hogan Estate**  
By: **Robert Stober Esq., agent of heirs of Lawrence J. Hogan Estate**

_____ Signature	_____ Date	_____ Phone Number	_____ Email Address
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The MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY, acting by and through its EXECUTIVE DIRECTOR in accordance with Resolution 03-2016, has executed this Agreement on behalf of the MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

(Seal)

MONROE COUNTY COMPREHENSIVE  
PLAN LAND AUTHORITY

\_\_\_\_\_  
Christine Hurley, Executive Director