

Monroe County Comprehensive Plan Land Authority
Advisory Committee Meeting
Agenda Items for 12/18/24 Meeting
Revised 12/17/24

The Land Authority Advisory Committee Meeting is scheduled to meet on Wednesday, December 18, 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 November 20, 2024 meeting.
5. Approval to amend the Acquisition List to add Block 1, Lots 8 and 9, Darios Subdivision on Big Pine Key as an affordable housing site. (**30919 Edward Rd, LLC**)
6. Approval of a contract to purchase Tier 1 property with two ROGO exemptions for affordable housing - Block 1, Lots 8, and 9, Darios Subdivision on Big Pine Key near mile marker 31 from **30919 Edward Rd, LLC** for the price of **\$450,000**.
7. Approval of a contract to purchase Tier 3 property for conservation - Lots 18 and 19, Tavernier Bend in Tavernier on Key Largo near mile marker 92 from **Harold Fried and Sherry Fried** for the price of **\$240,000**.
8. Approval of a resolution authorizing the conveyance of real property described as Block 24, Lot 8, Sands (PB 1-65), located at 31373 Avenue C on Big Pine Key, having Parcel ID# 00302940-000000 to Monroe County for affordable housing subject to a Land Use Restriction Agreement (LURA). (**Keys Block & Stucco Corp.**)
9. Approval of a contract to purchase Tier 1 property for conservation – Parcel OOO, Cudjoe Acres on Cudjoe Key near mile marker 21 from **Frederick H. Quehl, Jr. and Martha G. Quehl** for the price of **\$73,000**.
10. Approval of a contract to purchase Tier 3A property for conservation – Block 3, Lot 29, Ocean Park Village on Key Largo near mile marker 93 from **Angel J. Gonzalez** for the price of **\$120,000**.
11. Executive Director's report.
12. 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

November 20, 2024

The Monroe County Comprehensive Plan Land Authority (MCLA) Advisory Committee held a meeting on Wednesday, November 20, 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, Erin Muir, and Marv Schindler. Sandi Williams was absent. Also present were Office Manager John Beyers, Senior Property Acquisition Specialist Mark Rosch, and Acting Executive Director Cynthia Guerra. Property Specialist Dina Gambuzza, and Counsel Greg Oropeza participated via Zoom.

Following the call to order and roll call, the next item (Item 3) was additions and deletions to the agenda. There were no additions. Ms. Guerra proposed hearing the items in the following order: Items 4, 5, 9 through 12, 6, 7, 8a through 8d, and delete Item 13 so she may attend the BOCC Special ROGO Workshop meeting at 10 AM. Ms. Cunningham made a motion to approve the revised agenda and Mr. Schindler seconded the motion. There being no objections the motion carried 4/0.

The next item (Item 4) was approval of the minutes for the October 30, 2024 meeting. Chairman Valant noted the correction of the spelling of Angelfish. Ms. Cunningham made a motion to approve the minutes as corrected and Ms. Muir seconded the motion. There being no objections, the motion carried 4/0.

The next item (Item 5) was approval of the proposed 2025 meeting schedule. Mr. Rosch, Ms. Guerra, and Ms. Gambuzza addressed the Committee. Following discussion, Ms. Muir made a motion to approve the 2025 meeting schedule as presented and Ms. Cunningham seconded the motion. There being no objections the motion carried 4/0.

The next item (Item 9) was approval of a resolution of the Monroe County Comprehensive Plan Land Authority authorizing the conveyance of real property located at 81 County Road on Big Pine Key, having Parcel ID #00111360-000500 to Monroe County for affordable housing subject to a Land Use Restriction Agreement (LURA). (Wright property) Ms. Guerra and Mr. Rosch addressed the committee. Following discussion, Ms. Cunningham made a motion to approve the item and Ms. Muir seconded the motion. There being no objections the motion carried 4/0.

The next item (Item 10) was approval of a resolution of the Monroe County Comprehensive Plan Land Authority authorizing the conveyance of real property located at Block 22, Lot 16, Big Pine Cove Subdivision (PB3-131) on Big Pine Key, having Parcel ID #00308540-00000, to Monroe County for Affordable Housing subject to a Land Use Restriction Agreement (LURA). (Clancy property)

The next item (Item 11) was approval of a resolution of the Monroe County Comprehensive Plan Land Authority authorizing the conveyance of real property located at Block 22, Lot 15, Big Pine

Cove Subdivision (PB3-131) on Big Pine Key, having Parcel ID #00308540-00100, to Monroe County for Affordable Housing subject to a Land Use Restriction Agreement (LURA). (Clancy property)

The next item (Item 12) was approval of a resolution of the Monroe County Comprehensive Plan Land Authority authorizing the conveyance of real property located at Block 22, Lot 17, Big Pine Cove Subdivision (PB3-131) on Big Pine Key, having Parcel ID 00308540-000200, to Monroe County for Affordable Housing subject to a Land Use Restriction Agreement (LURA). (Clancy property).

Ms. Guerra and Mr. Rosch addressed the Committee. Following discussion, Ms. Cunningham made a motion to recommend approving items 10, 11, and 12 as listed in the agenda and Mr. Schindler seconded the motion. There being no objection, the motion carried 4/0.

The next item (Item 6) was approval of a contract to purchase Tier 1 property for administrative relief and conservation - the West 30 feet of Lot 10 and the East 35 feet of Lot 11, Block 3 and the West 15 feet of Lot 11 and all of Lot 12, Block 3, Anglers Park on Key Largo near mile marker 103 from B.C.D. of the Keys, LLC for the price of \$170,000. Mr. Rosch and Ms. Guerra addressed the committee. The subject property consists of 0.31 acres and is located 656 and 658 Dolphin Avenue on the ocean side on Key Largo. The property has a zoning designation of Improved Subdivision (IS), and vegetation mapped as tropical hardwood hammock and developed land. Following discussion, Ms. Muir made a motion to approve the item at the purchase price of \$170,000.00 and Ms. Cunningham seconded the motion. There being no objections the motion carried 4/0.

Ms. Guerra left the meeting.

The next item (Item 7) was approval of a contract to purchase Tier 1 property for conservation - Lots 1 and 2, Government Lot 3, Plat of Survey (OR 407-695) on Sugarloaf Key near mile maker 19 from Ivette Maria Rodriguez for the price of \$156,000. Mr. Rosch addressed the committee. The subject property consists of 2.19 acres and is located on Rocky Road on the bay side of Sugarloaf Key. The property has a zoning designation of Suburban Residential Low (SR-L) and Native Area (NA), and vegetation mapped as tropical hardwood hammock, freshwater wetland, and developed land. Following discussion, Mr. Schindler made a motion to approve the item at the purchase price of \$156,000.00 and Ms. Muir seconded the motion. There being no objections the motion carried 4/0.

The next item (Item 8) was approval of resolutions of the Monroe County Comprehensive Plan Land Authority approving Option Agreements to sell pre-acquired Florida Forever land as follows:

- a) Described by metes and bounds (Parcel ID# 00115840-000500) on Cudjoe Key to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida for the price of \$240,000; authorizing the Chairman to execute same; and authorizing the Chairman to execute the deed and associated closing documents. (Cates Reynolds property)
- b) Lots 19 and 20, Block 4, First Addition to The Ladies Acre on Little Torch Key to the Board

of Trustees of the Internal Improvement Trust Fund of the State of Florida for the price of \$25,000; authorizing the Chairman to execute same; and authorizing the Chairman to execute the deed and associated closing documents. (Smith property)

c) Lot 22, Block 11, Ramrod Shores First Addition on Ramrod Key to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida for the price of \$19,000; authorizing the Chairman to execute same; and authorizing the Chairman to execute the deed and associated closing documents. (Ronning property)

d) Lots 5 and 10, Block 28, Pine Crest on Big Pine Key to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida for the price of \$38,000; authorizing the Chairman to execute same; and authorizing the Chairman to execute the deed and associated closing documents. (Borders property)

Mr. Rosch and Counsel Oropeza addressed the Committee. Following discussion, Ms. Muir made a motion to approve items 8a, 8b, 8c, and 8d and Ms. Cunningham seconded the motion. There being no objections the motion carried 4/0.

The next MCLA Advisory Committee meeting is scheduled for Wednesday, December 18, 2024 at 9:30 AM. Chairman Valant, Ms. Cunningham, and Mr. Schindler said they would be able to attend. Mr. Muir said she may not be able to attend.

There being no further business, the meeting was adjourned at 10:07 AM.

Prepared by: _____
John Beyers
Office Manager

Approved by the Advisory Committee on _____.

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AGENDA ITEM WORDING: Approval to amend the Acquisition List to add Block 1, Lots 8 and 9, Darios Subdivision on Big Pine Key as an affordable housing site.

ITEM BACKGROUND:

This agenda item proposes to add Block 1, Lots 8 and 9, Darios Subdivision, located at 30919 Edward Road on the bay side of Big Pine Key (including 2 ROGO exemptions) to the Land Authority's Acquisition List as an affordable housing site.

**MONROE COUNTY LAND AUTHORITY
(MCLA)
2024 ACQUISITION LIST
Approved by MCLA Advisory
Committee 12/18/24 and Adopted by
MCLA Governing Board 1/15/25**

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 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 as interpreted by ADMINISTRATIVE INTERPRETATION NO: AI-18-139. 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 on vacant land that has never been previously developed with a residential dwelling unit 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 (LowerKeysComLandingsAtSugarloaf)	Affordable Housing Construction Funding	Affordable Housing	Rural Neighborhoods, Inc. Developer
Block 2, Lots 8 and 9, Hibiscus Park, Key Largo (LJGators)	Lot 8 - Affordable Housing with ROGO Exemption Lot 9 - Affordable Housing with ROGO Exemption	Affordable Housing Affordable Housing	BOCC/Habitat for Humanity of the Upper Keys
Lots 22 and 23, Burton's Addition to Tavernier, Key Largo (GillenHogan)	Lots 22 and 23 - Affordable Housing with 6 ROGO Exemptions	Affordable Housing	BOCC/Habitat for Humanity of the Upper Keys
Metes and Bounds 00111360-000500 81 County Road, Big Pine Key (WrightJJ)	Affordable Housing with ROGO Exemption	Affordable Housing	BOCC/Habitat for Humanity of the Lower Keys
South 1/2 of Lot 3, Block 2, The Palms - 470 W 105 th Street Ocean, Vaca Key, Marathon (Lam)	Affordable Housing	Affordable Housing	City of Marathon/Habitat for Humanity of the Middle Keys
Block 3, Lot 9, Hibiscus Park, Key Largo (Scott)	Affordable Housing with ROGO Exemption	Affordable Housing	BOCC/Habitat for Humanity of the Upper Keys
Block 24, Lot 8, Sands, Big Pine Key (Keys Block & Stucco Corp.)	Affordable Housing with ROGO Exemption	Affordable Housing	BOCC/Habitat for Humanity of the Lower Keys
Block 1, Lots 8 and 9, Darios, Big Pine Key (30919 Edwards Rd., LLC)	Affordable Housing with two ROGO Exemptions	Affordable Housing	BOCC/Habitat for Humanity of the Lower Keys

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
<p>Metes and Bounds Parcel ID#: 00054250-000000 Legal Description: A portion of Lot 5, Lots 6-12, Block 17, and Lots 1-8, a portion of Lots 9-12, Block 18, and land lying North of said Blocks</p>	Affordable Housing Construction Funding	Permanent Affordable Housing	Key West Housing Authority
<p>Metes and Bounds Parcel ID# 00064740-000000 Legal Description: Block 19, Lots 2 through 10, Part of Lot 11 and Part of land lying North of Said Block, KW FWDN Subdivision</p>	Affordable Housing Construction Funding	Permanent Affordable Housing for Continuum of Care	City of Key West
<p>Metes and Bounds Parcel ID# 00001630-000801 Legal Description: A portion of lands described in Quitclaim Deed from US Government to City of KW as recorded in Official Records book 1839, Page 410, of the Public Records of Monroe County, Florida. 318 Fort Street (3.2 Acre Site)</p>	Affordable Housing Construction Funding	Permanent Affordable Housing – Homeownership Units	City of Key West/Vestcor

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AGENDA ITEM WORDING: Approval of a contract to purchase Tier 1 property with two ROGO exemptions for affordable housing - Block 1, Lots 8, and 9, Darios Subdivision on Big Pine Key near mile marker 31 from 30919 Edward Rd, LLC for the price of \$450,000.

ITEM BACKGROUND:

This acquisition is proposed to provide an affordable housing site.

The subject property is located at 30919 Edward Road on the bay side of Big Pine Key. The lots were previously developed with two dwelling units and are ROGO exempt.

Purchase Price and Estimated Closing Costs:

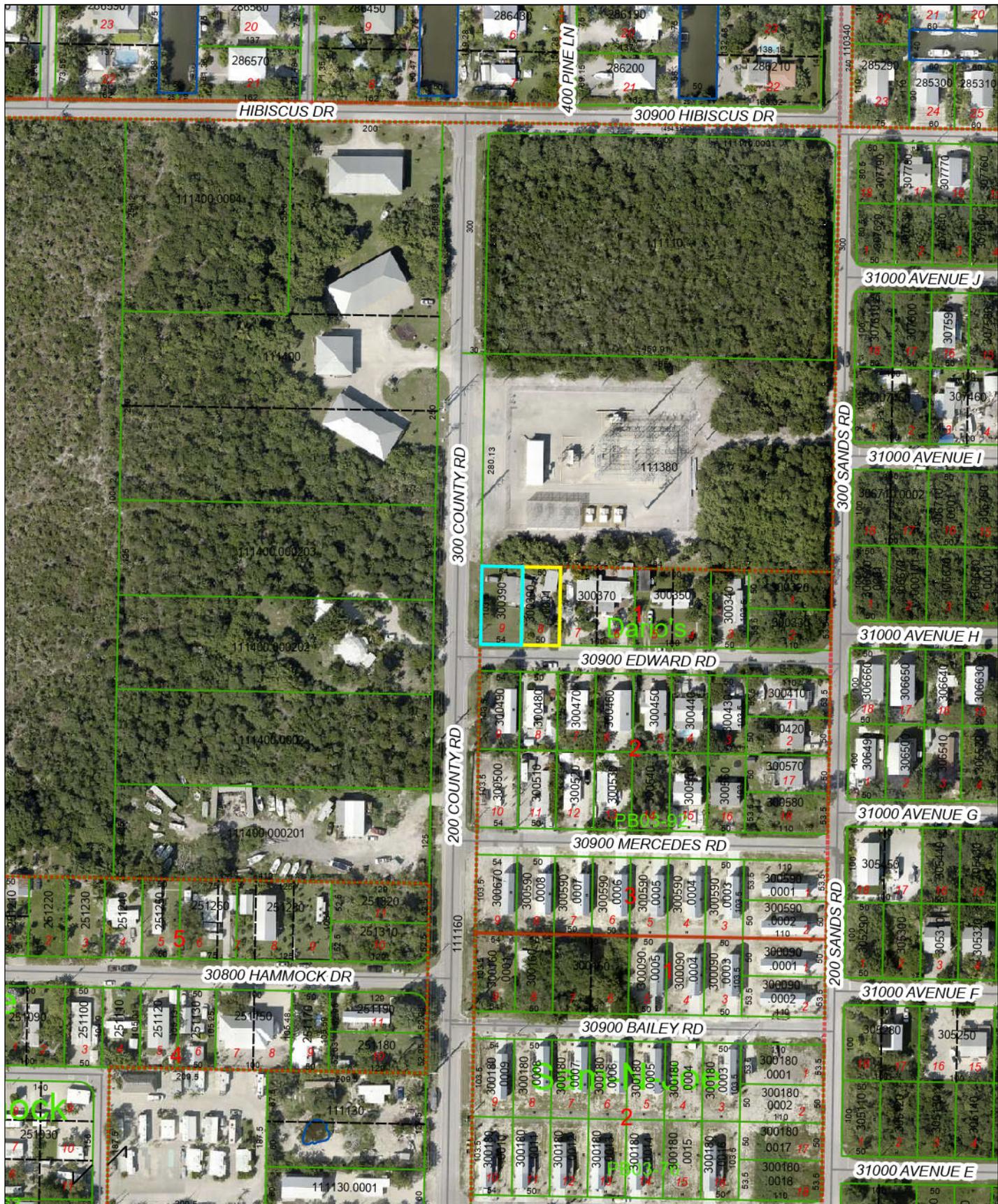
- Purchase Price: \$450,000.00
- Cost of Appraisal: \$1,750.00
- Cost of Survey: \$0.00
- Title Fees & Insurance: \$2,800.00
- Attorney Fee and Mobile Notary Fees: \$725.00
- Recording Fees: \$35.50
- Total Costs: \$455,310.50

Attributes of the Subject Property:

- Parcel ID#: 00300390-000000 and 00300390-000100
- Size: 10,764 square feet
- Tier Designation: Tier 1 – Natural Area
- Zoning Designation: Improved Subdivision (IS)
- Future Land Use Map Designation: Residential Medium (RM)
- 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: \$225,000
- ROGO Dedication Points: 4 points
- Cost per ROGO Dedication Point: \$112,500

Block 1, Lots 8 and 9, Darios Subdivision

Big Pine Key



PROPERTY RECORD CARD

Disclaimer

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

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

Summary

Parcel ID	00300390-000100
Account#	9105346
Property ID	9105346
Millage Group	100H
Location Address	VACANT EDWARD Rd, BIG PINE KEY
Legal Description	BK 1 LOT 8 DARIOS SUB PB3-92 BIG PINE KEY OR550-986 OR739-175 OR780-269 OR898-753 OR1162-1895 OR1578-2246 OR1643-1366 OR1658-1761 OR3241-2245 <i>(Note: Not to be used on legal documents.)</i>
Neighborhood	549
Property Class	VACANT RES (0000)
Subdivision	DARIO'S SUBD
Sec/Twp/Rng	26/66/29
Affordable Housing	No

Owner

[30919 EDWARD RD LLC](#)
3003 Tamiami Trl N
Ste 300
Naples FL 34103

Valuation

		2024 Certified Values
+	Market Improvement Value	\$0
+	Market Misc Value	\$0
+	Market Land Value	\$206,664
=	Just Market Value	\$206,664
=	Total Assessed Value	\$206,664
-	School Exempt Value	\$0
=	School Taxable Value	\$206,664

Historical Assessments

Year	Land Value	Building Value	Yard Item Value	Just (Market) Value	Assessed Value	Exempt Value	Taxable Value	Maximum Portability
2024	\$206,664	\$0	\$0	\$206,664	\$206,664	\$0	\$206,664	\$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)	5,175.00	Square Foot	0	0

View Tax Info

[View Taxes for this Parcel](#)

Map



TRIM Notice

[2024 TRIM Notice \(PDF\)](#)

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

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Summary

Parcel ID 00300390-000000
Account# 1372480
Property ID 1372480
Millage Group 100H
Location Address 30919 EDWARD Rd A & B, BIG PINE KEY
Legal Description BK 1 LOT 9 DARIOS SUB PB3-92 BIG PINE KEY OR550-986 OR739-175 OR780-269 OR898-753 OR1162-1895 OR1578-2246 OR1643-1366 OR1658-1761 OR3241-2245
(Note: Not to be used on legal documents.)
Neighborhood 549
Property Class VACANT RES (0000)
Subdivision DARIO'S SUBD
Sec/Twp/Rng 26/66/29
Affordable No
Housing



Owner

[30919 EDWARD RD LLC](#)
 3003 Tamiami Trl N
 Ste 300
 Naples FL 34103

Valuation

	2024 Certified Values	2023 Certified Values	2022 Certified Values	2021 Certified Values
+ Market Improvement Value	\$0	\$144,204	\$144,731	\$123,811
+ Market Misc Value	\$0	\$5,102	\$5,140	\$5,178
+ Market Land Value	\$211,809	\$174,915	\$134,685	\$103,200
= Just Market Value	\$211,809	\$324,221	\$284,556	\$232,189
= Total Assessed Value	\$211,809	\$180,998	\$171,735	\$163,104
- School Exempt Value	\$0	(\$25,000)	(\$25,000)	(\$25,000)
= School Taxable Value	\$211,809	\$165,952	\$153,440	\$138,104

Historical Assessments

Year	Land Value	Building Value	Yard Item Value	Just (Market) Value	Assessed Value	Exempt Value	Taxable Value	Maximum Portability
2024	\$211,809	\$0	\$0	\$211,809	\$211,809	\$0	\$211,809	\$0
2023	\$174,915	\$144,204	\$5,102	\$324,221	\$180,998	\$25,000	\$165,952	\$133,269
2022	\$134,685	\$144,731	\$5,140	\$284,556	\$171,735	\$25,000	\$153,440	\$106,116
2021	\$103,200	\$123,811	\$5,178	\$232,189	\$163,104	\$25,000	\$138,104	\$69,085
2020	\$99,702	\$125,116	\$5,215	\$230,033	\$161,095	\$25,000	\$136,095	\$68,938
2019	\$99,702	\$127,274	\$5,253	\$232,229	\$131,763	\$25,000	\$116,538	\$90,691
2018	\$94,454	\$72,738	\$5,291	\$172,483	\$126,153	\$25,000	\$101,153	\$46,330

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)	5,589.00	Square Foot	0	0

Sales

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved	Grantor	Grantee
9/8/2023	\$370,000	Warranty Deed	2431318	3241	2245	01 - Qualified	Improved		
12/1/1983	\$55,000	Warranty Deed		898	753	M - Unqualified	Improved		

Permits

Number	Date Issued	Status	Amount	Permit Type	Notes
R-DEMO-2023-0125	02/02/2024	Completed	\$8,000	Residential	Demolition of two single story wood structured buildings and removal of demotion material.
18102224	05/07/2018	Completed	\$2,300	Residential	HURR. IRMA REPAIRS: REPLACE DRYWALL & INSULATION IN MASTER & GUEST BEDROOMS, LIVING ROOM (UNDER 4 FT), HALLWAY & KITCHEN AREA
A-11270	01/01/1984	Completed	\$3,000	Residential	REPAIRS & RENOVATIONS
A-11024	10/01/1983	Completed	\$2,000	Residential	ROOFING

View Tax Info

[View Taxes for this Parcel](#)

Photos



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

30919 Edward Rd, 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 **\$450,000.00** 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 1, Lots 8 and 9, Dario's Subdivision (PB 3-92)
Parcel ID#s 00300390-000100 and 00300390-000000**

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 **\$450,000.00**. 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:

**3003 Tamiami Trail N
Suite 300
Naples, FL 34103**

with a copy to:

**Shannon Butler
Ocean Sotheby's International Realty
sbutler@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 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 **November 27, 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/ **30919 Edward Rd, LLC**

By: **Warp Speed Development Group, LLC**
Terry Schnare

Signature	Date	Phone Number	Email Address
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By: **Dave J. Blanchette Revocable Trust of 2021**
Dave J. Blanchette, Trustee

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

Cynthia Guerra, Acting Executive Director

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AGENDA ITEM WORDING: Approval of a contract to purchase Tier 3 property for conservation - Lots 18 and 19, Tavernier Bend in Tavernier on Key Largo near mile marker 92 from Harold Fried and Sherry Fried for the price of \$240,000.

ITEM BACKGROUND:

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

The subject property consists of two adjoining lots located at 123 and 125 Tavernier Bend Lane on the bay side of Tavernier on Key Largo.

Purchase Price and Estimated Closing Costs:

- Purchase Price: \$240,000.00
- Cost of Appraisal: \$1,250.00
- Cost of Survey: \$0.00
- Title Fees & Insurance: \$1,750.00
- Attorney Fee and Mobile Notary Fees: \$725.00
- Recording Fees: \$35.50
- Total Costs: \$243,760.50

Attributes of the Subject Property:

- Parcel ID#: 00487370-000000 and 00487380-000000
- Size: 10,095 square feet
- Tier Designation: Tier 3 – Infill Area
- Zoning Designation: Improved Subdivision (IS)
- Future Land Use Map Designation: Residential Medium (RM)
- Vegetation: Mapped as hammock.
- Acquisition List Qualification: This property qualifies for conservation purchase because it is Tier 3 with significant habitat.
- Florida Forever Boundary: This property is outside the Florida Forever boundary.
- Transferrable Development Rights (TDRs): 2 TDRs
- Cost per TDR: \$120,000
- ROGO Dedication Points: 10 points
- Cost per ROGO Dedication Point: \$24,000

Lots 18 and 19, Tavernier Bend

Key Largo



PROPERTY RECORD CARD

Disclaimer

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

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

Summary

Parcel ID	00487370-000000
Account#	1599824
Property ID	1599824
Millage Group	500P
Location Address	123 TAVERNIER BEND Ln, TAVERNIER
Legal Description	LT 18 TAVERNIER BEND SUB PB2-74 KEY LARGO OR427-239 OR981-375 OR981-376AFF OR3204-1976 OR3248-447 OR3267-0447 <i>(Note: Not to be used on legal documents.)</i>
Neighborhood	1709
Property Class	VACANT RES (0000)
Subdivision	TAVERNIER BEND
Sec/Twp/Rng	27/62/38
Affordable Housing	No

Owner

[FRIED HAROLD](#)
PO Box 9357
Tavernier FL 33070

[FRIED SHERRY](#)
PO Box 9357
Tavernier FL 33070

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	\$161,486	\$60,371	\$41,924	\$40,247
= Just Market Value	\$161,486	\$60,371	\$41,924	\$40,247
= Total Assessed Value	\$161,486	\$2,358	\$2,144	\$1,949
- School Exempt Value	\$0	\$0	\$0	\$0
= School Taxable Value	\$161,486	\$60,371	\$41,924	\$40,247

Historical Assessments

Year	Land Value	Building Value	Yard Item Value	Just (Market) Value	Assessed Value	Exempt Value	Taxable Value	Maximum Portability
2022	\$60,371	\$0	\$0	\$60,371	\$2,358	\$0	\$60,371	\$0
2021	\$41,924	\$0	\$0	\$41,924	\$2,144	\$0	\$41,924	\$0
2020	\$40,247	\$0	\$0	\$40,247	\$1,949	\$0	\$40,247	\$0
2019	\$38,570	\$0	\$0	\$38,570	\$1,772	\$0	\$38,570	\$0
2018	\$38,570	\$0	\$0	\$38,570	\$1,611	\$0	\$38,570	\$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)	6,211.00	Square Foot	0	0

Sales

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved	Grantor	Grantee
3/8/2024	\$45,000	Quit Claim Deed	2454773	3267	0447	19 - Unqualified	Improved		
10/20/2023	\$0	Order (to be used for Order Det. Heirs, Probate in	2437678	3248	449	- Qualified	Improved		
12/5/2022	\$0	Order (to be used for Order Det. Heirs, Probate in	2400434	3204	1976	19 - Unqualified	Improved		
7/1/1986	\$6,000	Warranty Deed		981	375	Q - Qualified	Vacant		
2/1/1974	\$500	Conversion Code		427	239	Q - Qualified	Vacant		

View Tax Info

[View Taxes for this Parcel](#)

Map



TRIM Notice

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

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

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PROPERTY RECORD CARD

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

Summary

Parcel ID	00487380-000000
Account#	1599832
Property ID	1599832
Millage Group	500P
Location Address	125 TAVERNIER BEND Ln, TAVERNIER
Legal Description	LT 19 TAVERNIER BEND SUB PB2-74 KEY LARGO OR459-74 OR843-922 OR829-585 OR1491-1543DC OR1499-1087/90LET OR2754-2347 OR2927-1577 OR3267-1633 <i>(Note: Not to be used on legal documents.)</i>
Neighborhood	1709
Property Class	VACANT RES (0000)
Subdivision	TAVERNIER BEND
Sec/Twp/Rng	27/62/38
Affordable Housing	No

Owner

FRIED HAROLD PO Box 9357 Tavernier FL 33070	FRIED SHERRY PO Box 9357 Tavernier FL 33070
---	---

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	\$137,494	\$42,646	\$29,616	\$28,431
= Just Market Value	\$137,494	\$42,646	\$29,616	\$28,431
= Total Assessed Value	\$35,836	\$32,578	\$29,616	\$28,431
- School Exempt Value	\$0	\$0	\$0	\$0
= School Taxable Value	\$137,494	\$42,646	\$29,616	\$28,431

Historical Assessments

Year	Land Value	Building Value	Yard Item Value	Just (Market) Value	Assessed Value	Exempt Value	Taxable Value	Maximum Portability
2022	\$42,646	\$0	\$0	\$42,646	\$32,578	\$0	\$42,646	\$0
2021	\$29,616	\$0	\$0	\$29,616	\$29,616	\$0	\$29,616	\$0
2020	\$28,431	\$0	\$0	\$28,431	\$28,431	\$0	\$28,431	\$0
2019	\$27,246	\$0	\$0	\$27,246	\$27,246	\$0	\$27,246	\$0
2018	\$27,246	\$0	\$0	\$27,246	\$27,246	\$0	\$27,246	\$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)	3,884.00	Square Foot	0	0

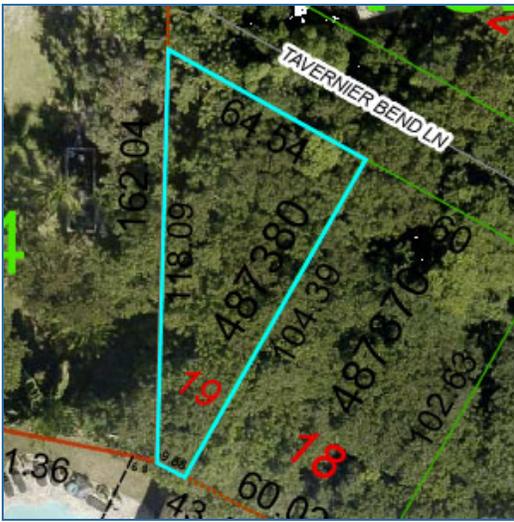
Sales

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved	Grantor	Grantee
3/14/2024	\$100	Quit Claim Deed	2455188	3267	1633	11 - Unqualified	Improved		
9/7/2018	\$27,000	Warranty Deed	2187092	2927	1577	37 - Unqualified	Vacant		
7/28/2015	\$100	Warranty Deed		2754	2347	19 - Unqualified	Vacant		
2/1/1981	\$3,500	Warranty Deed		829	585	U - Unqualified	Improved		
1/1/1981	\$3,100	Warranty Deed		843	922	Q - Qualified	Vacant		
2/1/1970	\$1,000	Conversion Code		459	74	Q - Qualified	Vacant		

View Tax Info

[View Taxes for this Parcel](#)

Map



TRIM Notice

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

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

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Last Data Upload: 8/16/2024, 8:14:01 AM

[Contact Us](#)

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AGREEMENT FOR THE PURCHASE OF LANDS

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

Harold Fried and Sherry Fried

(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 **\$240,000.00** 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 18 and 19, Tavernier Bend (PB 2-74)
Parcel ID #s 00487370-000000 and 00487380-000000

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 **\$240,000.00**. 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:

P.O. Box 9357
Tavernier, FL 33070
Via email to tootsnfried@yahoo.com

Barbara Eads
Barbara Eads Realty
Barbara@keysforsale.com

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

- 10. The property shall be delivered at closing free of any tenant or occupancy whatsoever.
- 11. The Seller(s) shall close any open building permits or code enforcement proceedings prior to closing.
- 12. The effective date of this Agreement (hereinafter "Effective Date") shall be that date when the last one of the Seller(s) and the LAND AUTHORITY has signed this Agreement.
- 13. If the Seller(s) wish to proceed with this transaction, the Seller(s) have until **December 13, 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/ **Harold Fried**

Signature	Date	Phone Number	Email Address
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Seller/ **Sherry Fried**

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

Cynthia Guerra, Acting Executive Director

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AGENDA ITEM WORDING: Approval of a resolution of the Monroe County Comprehensive Plan Land Authority authorizing the conveyance of real property described as Block 24, Lot 8, Sands (PB 1-65), located at 31373 Avenue C on Big Pine Key, having Parcel ID# 00302940-000000 to Monroe County for affordable housing subject to a Land Use Restriction Agreement (LURA).

ITEM BACKGROUND:

Land Authority staff are recommending that a parcel be conveyed to the County and then leased to Habitat for Humanity of Key West and Lower Florida Keys, Inc. for affordable housing development, subject to a Land Use Restriction Agreement (LURA) to maintain compliance with the Land Authority's statute.

The closing costs for conveyance of the Subject Property to the County will be paid by the Land Authority.

The Board Chair for Habitat for Humanity of Key West and Lower Florida Keys, Inc. reviewed this parcel on October 24, 2024 and committed to developing the site for Affordable Housing consistent with Land Authority requirements.

RESOLUTION NO. _____

A RESOLUTION OF THE MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY AUTHORIZING THE CONVEYANCE OF REAL PROPERTY DESCRIBED AS BLOCK 24, LOT 8, SANDS (PB 1-65), LOCATED AT 31373 AVENUE C ON BIG PINE KEY, HAVING PARCEL ID# 00302940-000000 TO MONROE COUNTY FOR AFFORDABLE HOUSING SUBJECT TO A LAND USE RESTRICTION AGREEMENT (LURA).

WHEREAS, Monroe County Land Authority ("Authority") owns a parcel, originally purchased for the purposes of affordable housing (hereinafter "Subject Property"); and

WHEREAS, the Subject Property is located at 31373 Avenue C on Big Pine Key, having parcel ID #00302940-000000 and legal description of Lot 8, Block 24, Sands Subdivision, according to the map or plat thereof, as recorded in Plat Book 1, Page(s) 65 of the Public Records of Monroe County, Florida; and

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

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

WHEREAS, the Land Authority Advisory Committee previously approved purchasing the subject property for use as affordable housing for the BOCC;

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

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

Section 2. The Authority is hereby authorized to convey the Subject Property to the BOCC subject to the Land Use Restriction Agreement (LURA) shown in Attachment "A" restricting use of the Subject Property to affordable housing in accordance with Section 380.0666(3)(a), Florida Statutes.

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

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

(Seal)

ATTEST:

MONROE COUNTY COMPREHENSIVE
PLAN LAND AUTHORITY

Cynthia Guerra
Acting Executive Director

David 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

**31373 AVENUE C
PARCEL ID NUMBER 00302940-000000**

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

RECITALS

A. The affordable housing site has a property address of 31373 Avenue C, Big Pine Key, Florida 33042 and a legal description of Lot 8, Block 24, Sands Subdivision, according to the map or plat thereof, as recorded in Plat Book 1, Page(s) 65 of the Public Records of Monroe County, Florida

B. The County has adopted Resolution _____ requesting the Subject Property be conveyed to the County for affordable housing.

C. In accordance with Land Authority Resolution 19-2025, the Land Authority has conveyed the Subject Property to the County to be used as affordable housing.

D. The County has agreed that the Subject Property shall only be used consistent with Florida Statutes 380.0666(3)(a) for affordable housing and shall be leased to Habitat for Humanity of Key West and the Florida Keys, Inc. (hereinafter "Habitat for Humanity").

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, Monroe 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, its successors or assigns.
- 1.02 Use of the Subject Property shall be restricted to the provision of affordable housing for households whose income does not exceed 160% of the Area Median Income. Nothing herein shall preclude the County or any other entity providing affordable housing on the Subject Property from setting more restrictive income limits than those imposed by this Agreement. If the Land Authority is amended from time to time, Habitat for Humanity shall have the ability to utilize any portions of the Land Authority Statute thereby amended, which may be less restrictive.
- 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

In addition to other purposes, the Land Authority has provided funding for the purchase of the Subject Property as an inducement to the County to restrict use of the Subject Property to affordable housing in perpetuity. In consideration of said Land Authority funding for the foregoing purposes, the County and the Land Authority have entered into this Agreement.

ARTICLE III
RELIANCE

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

ARTICLE IV
TERM

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

ARTICLE V
ENFORCEMENT

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

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

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

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

ARTICLE VII
GOVERNING LAW

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

ARTICLE VIII
NOTICE AND EFFECT

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

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

Monroe County: Monroe County
1100 Simonton Street
Key West, Florida 33040
Attention: County Administrator
Monroe County Office of County Attorney
1111 12th Street, Suite 408
Key West, Florida 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
31373 AVENUE C
PARCEL ID NUMBER 00302940-000000**

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, Florida

Print: _____
Address: _____

Print: _____
Address: _____

By: _____
Mayor Jim Scholl

Address: 1100 Simonton Street
Key West, FL 33045

Approved as to form and legality

[SEAL]

Nathalia M. Archer, Esq.

STATE OF FLORIDA
COUNTY OF MONROE

The foregoing instrument was acknowledged before me by means of physical presence this _____ day of _____, 20__ by Jim Scholl, as Mayor of MONROE COUNTY, Florida. 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
31373 AVENUE C
PARCEL ID NUMBER 00302940-000000**

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: _____
Address: _____

By: _____
David P. Rice, Chairman

Print: _____
Address: _____

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

[SEAL]

Approved as to form and legality

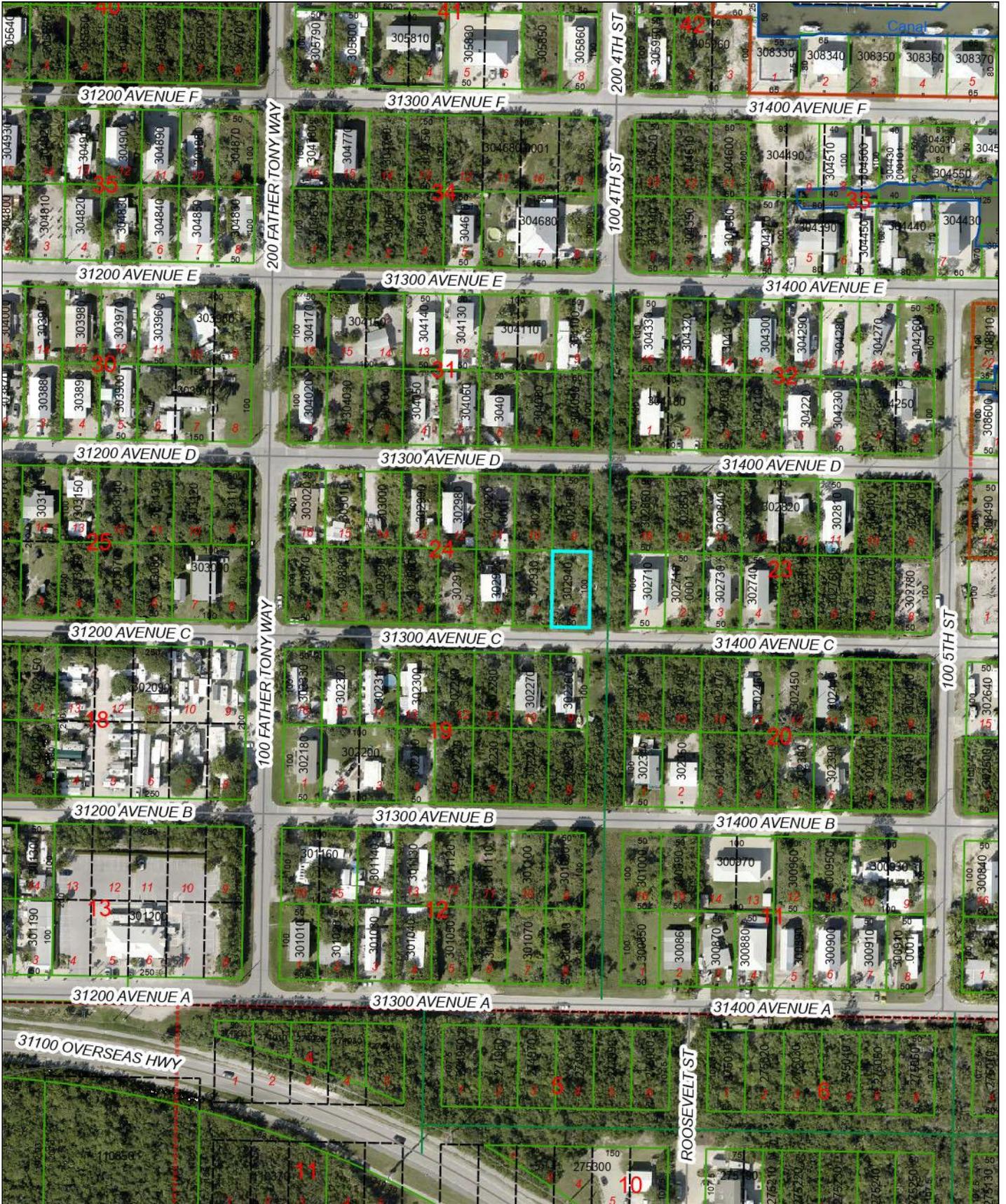
Gregory S. Oropeza, Esq.

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 24, Lot 8, Sands
Big Pine Key



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AGENDA ITEM WORDING: Approval of a contract to purchase Tier 1 property for conservation - Parcel OOO, Cudjoe Acres near mile marker 21 from Frederick H. Quehl, Jr. and Martha G. Quehl for the price of \$73,000.

ITEM BACKGROUND:

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

The subject property is located on Valencia Road on the bay side of Cudjoe Key.

Purchase Price and Estimated Closing Costs:

- Purchase Price: \$73,000.00
- Cost of Appraisal: \$750.00 (paid by the BOCC and eligible for reimbursement by DEP)
- Cost of Survey: \$1,800.00
- Title Fees & Insurance: \$894.75
- Attorney Fee and Mobile Notary Fees: \$725.00
- Recording Fees: \$35.50
- Total Costs: \$77,205.25

Attributes of the Subject Property:

- Parcel ID#: 00115510-000500
- Size: 1.01 acres
- Tier Designation: Tier 1 – Natural Area
- Zoning Designation: Suburban Residential (SR)
- Future Land Use Map Designation: Residential Low (RL)
- Vegetation: Mapped as pineland and developed land.
- Acquisition List Qualification: This property qualifies because it is Tier 1.
- Florida Forever Boundary: This property is inside the Florida Forever boundary.
- Transferrable Development Rights (TDRs): 0.5 TDR
- Cost per TDR: \$146,000
- ROGO Dedication Points: 4 points
- Cost per ROGO Dedication Point: \$18,250

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.

Parcel OOO, Cudjoe Acres

Cudjoe Key



PROPERTY RECORD CARD

Disclaimer

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

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

Summary

Parcel ID 00115510-000500
Account# 1146421
Property ID 1146421
Millage Group 100C
Location Address VACANT VALENCIA Rd, CUDJOE KEY
Legal Description 20 66 28 CUDJOE KEY PT LOT 7 PARCEL 000 OR501-851
(Note: Not to be used on legal documents.)
Neighborhood 339
Property Class VACANT RES (0000)
Subdivision
Sec/Twp/Rng 20/66/28
Affordable Housing No

Owner

QUEHL JR FREDERICK H
 482 Woods Edge Rd
 Orange City FL 32763

Valuation

	2024 Certified Values	2023 Certified Values	2022 Certified Values	2021 Certified Values
+ Market Improvement Value	\$0	\$0	\$0	\$0
+ Market Misc Value	\$0	\$0	\$0	\$0
+ Market Land Value	\$204,949	\$204,949	\$187,319	\$33,056
= Just Market Value	\$204,949	\$204,949	\$187,319	\$33,056
= Total Assessed Value	\$15,333	\$13,939	\$12,672	\$11,520
- School Exempt Value	\$0	\$0	\$0	\$0
= School Taxable Value	\$204,949	\$204,949	\$187,319	\$33,056

Historical Assessments

Year	Land Value	Building Value	Yard Item Value	Just (Market) Value	Assessed Value	Exempt Value	Taxable Value	Maximum Portability
2024	\$204,949	\$0	\$0	\$204,949	\$15,333	\$0	\$204,949	\$0
2023	\$204,949	\$0	\$0	\$204,949	\$13,939	\$0	\$204,949	\$0
2022	\$187,319	\$0	\$0	\$187,319	\$12,672	\$0	\$187,319	\$0
2021	\$33,056	\$0	\$0	\$33,056	\$11,520	\$0	\$33,056	\$0
2020	\$33,056	\$0	\$0	\$33,056	\$10,473	\$0	\$33,056	\$0
2019	\$26,398	\$0	\$0	\$26,398	\$9,521	\$0	\$26,398	\$0
2018	\$26,398	\$0	\$0	\$26,398	\$8,655	\$0	\$26,398	\$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)	44,075.00	Square Foot	0	0

Sales

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved	Grantor	Grantee
2/1/1972	\$3,000	Conversion Code		501	851	Q - Qualified	Vacant		

View Tax Info

[View Taxes for this Parcel](#)

Map



TRIM Notice

[2024 TRIM Notice \(PDF\)](#)

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

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

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[Contact Us](#)

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AGREEMENT FOR THE PURCHASE OF LANDS

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

Frederick H. Quehl, Jr. and Martha G. Quehl

(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 **\$73,000.00** 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:

**Parcel 000, Cudjoe Acres (OR 475-412), more particularly described in Exhibit A.
Parcel ID# 00115510-000500**

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 **\$73,000.00**. 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:

**482 Woods Edge Road
Orange City, FL 32763**

with a copy to:

**Jennifer Withers
EXP Realty, LLC
jen@jensellsfloridahomes.com**

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

- 10. The property shall be delivered at closing free of any tenant or occupancy whatsoever.
- 11. The Seller(s) shall close any open building permits or code enforcement proceedings prior to closing.
- 12. The effective date of this Agreement (hereinafter "Effective Date") shall be that date when the last one of the Seller(s) and the LAND AUTHORITY has signed this Agreement.
- 13. If the Seller(s) wish to proceed with this transaction, the Seller(s) have until **December 16, 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/ **Frederick H. Quehl, Jr.**

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

Seller/ **Martha G. Quehl**

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

Cynthia Guerra, Acting Executive Director

EXHIBIT A

A parcel of land in Section 20, T.66S., R28E., on Cudjoe Key, Monroe County, Florida and being more particularly described by metes and bounds as follows: Commencing at the Southeast Corner of Government Lot 7, Section 20, bear North, 230 feet; thence bear West, 920 feet to the POINT OF BEGINNING of the parcel of land hereinafter described; thence bear North, 205 feet; thence bear East, 215 feet; thence bear South, 205 feet; thence bear West, 215 feet; back to the POINT OF BEGINNING.

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AGENDA ITEM WORDING: Approval of a contract to purchase Tier 3A property for conservation – Block 3, Lot 29, Ocean Park Village on Key Largo near mile marker 93 from Angel J. Gonzalez for the price of \$120,000.

ITEM BACKGROUND:

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

The subject property is located at 559 Beach Road on the ocean side of Key Largo.

Purchase Price and Estimated Closing Costs:

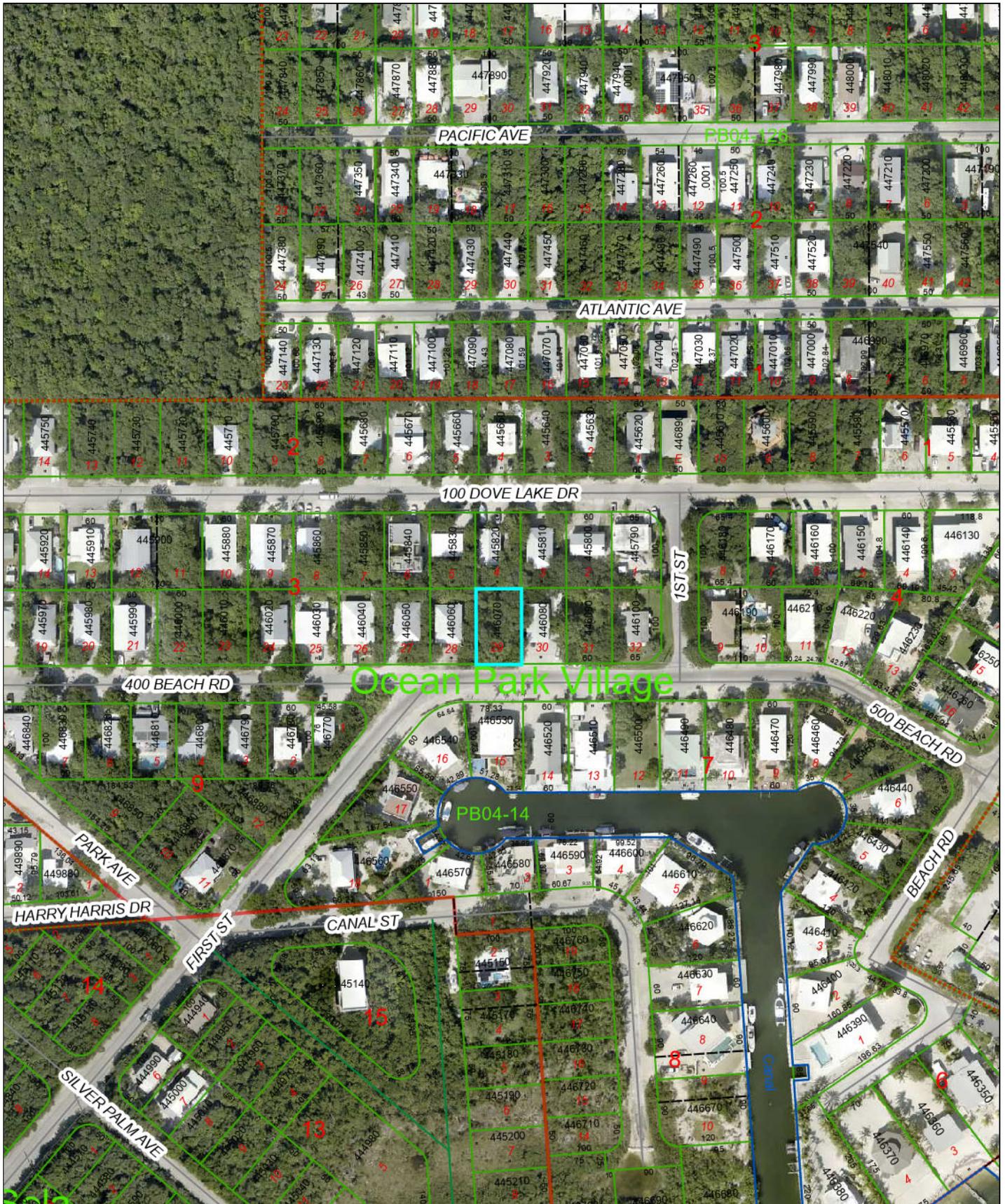
- Purchase Price: \$120,000.00
- Cost of Appraisal: \$1,500.00
- Cost of Survey: \$0.00
- Title Fees & Insurance: \$1,150.00
- Attorney Fee and Mobile Notary Fees: \$725.00
- Recording Fees: \$35.50
- Total Costs: \$123,410.50

Attributes of the Subject Property:

- Parcel ID#: 00446070-000000
- Size: 6,000 square feet
- Tier Designation: Tier 3A – Special Protection Area
- Zoning Designation: Improved Subdivision (IS)
- Future Land Use Map Designation: Residential Medium (RM)
- Vegetation: Mapped as hammock.
- Acquisition List Qualification: This property qualifies for conservation purchase because it is Tier 3A.
- 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 3, Lot 29, Ocean Park Village

Key Largo



PROPERTY RECORD CARD

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 00446070-000000
Account# 1545741
Property ID 1545741
Millage Group 500P
Location Address 559 BEACH Rd, TAVERNIER
Legal Description BK 3 LT 29 OCEAN PARK VILLAGE PB4-14 KEY LARGO OR115-71 OR601-27 OR691-323 OR1229-637
(Note: Not to be used on legal documents.)
Neighborhood 1673
Property Class VACANT RES (0000)
Subdivision OCEAN PARK VILLAGE
Sec/Twp/Rng 26/62/38
Affordable Housing No

Owner

[GONZALEZ ANGEL J](#)
 685 SW 50th Ter
 Margate FL 33068

Valuation

	2024 Certified Values	2023 Certified Values	2022 Certified Values	2021 Certified Values
+ Market Improvement Value	\$0	\$0	\$0	\$0
+ Market Misc Value	\$0	\$0	\$0	\$0
+ Market Land Value	\$110,400	\$143,520	\$93,840	\$84,180
= Just Market Value	\$110,400	\$143,520	\$93,840	\$84,180
= Total Assessed Value	\$5,229	\$4,754	\$4,322	\$3,929
- School Exempt Value	\$0	\$0	\$0	\$0
= School Taxable Value	\$110,400	\$143,520	\$93,840	\$84,180

Historical Assessments

Year	Land Value	Building Value	Yard Item Value	Just (Market) Value	Assessed Value	Exempt Value	Taxable Value	Maximum Portability
2024	\$110,400	\$0	\$0	\$110,400	\$5,229	\$0	\$110,400	\$0
2023	\$143,520	\$0	\$0	\$143,520	\$4,754	\$0	\$143,520	\$0
2022	\$93,840	\$0	\$0	\$93,840	\$4,322	\$0	\$93,840	\$0
2021	\$84,180	\$0	\$0	\$84,180	\$3,929	\$0	\$84,180	\$0
2020	\$84,180	\$0	\$0	\$84,180	\$3,572	\$0	\$84,180	\$0
2019	\$52,650	\$0	\$0	\$52,650	\$3,247	\$0	\$52,650	\$0
2018	\$43,680	\$0	\$0	\$43,680	\$2,952	\$0	\$43,680	\$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)	6,000.00	Square Foot	60	100

Sales

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved	Grantor	Grantee
9/1/1992	\$10,000	Warranty Deed		1229	637	Q - Qualified	Vacant		
2/1/1977	\$5,500	Conversion Code		691	323	Q - Qualified	Vacant		

View Tax Info

[View Taxes for this Parcel](#)

Map



TRIM Notice

[2024 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](#)

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AGREEMENT FOR THE PURCHASE OF LANDS

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

Angel J. Gonzalez

(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 3, Lot 29, Ocean Park Village (PB 4-14)
Parcel ID# 00446070-000000**

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:

**685 SW 50th Terrace
Margate, FL 33068**

with a copy to:

**Barbara Eads
Barbara Eads Realty
barbara@keysforsale.com**

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

- 10. The property shall be delivered at closing free of any tenant or occupancy whatsoever.
- 11. The Seller(s) shall close any open building permits or code enforcement proceedings prior to closing.
- 12. The effective date of this Agreement (hereinafter "Effective Date") shall be that date when the last one of the Seller(s) and the LAND AUTHORITY has signed this Agreement.
- 13. If the Seller(s) wish to proceed with this transaction, the Seller(s) have until **December 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/ **Angel J. Gonzalez**

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

Cynthia Guerra, Acting Executive Director