

File #: 2024-161

Owner's Name: Geiger Key Resort Propco,
LLC (Jonathan Wyss)

Applicant: Trepanier & Associates

Agent/Contact: Owen Trepanier & Thomas
Francis-Siburg

Type of Application: LUD Amendment

Key: Geiger Key

RE #: 00122180-000000
00141380-000000

Additional Information added to File 2024-161

End of Additional File 2024-161

**MONROE COUNTY, FLORIDA
PLANNING AND ENVIRONMENTAL RESOURCES DEPARTMENT**



RECEIVED
2024-161
AUG 15 2024
MONROE COUNTY
PLANNING DEPT.

Land Use District (Zoning) Map Amendment Application

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

Application Fee: \$5,570.00

The base fee includes two internal staff meetings with applicants; one Development Review Committee meeting, one Planning Commission public hearing; and one Board of County Commission public hearing. If this minimum number of meetings/hearings is exceeded, additional fees shall be charged pursuant to Fee Schedule Resolution and paid prior to the private application proceeding through public hearings.

In addition to the application fee, the following fees also apply:

- Advertising Costs: \$245.00
- Surrounding Property Owner Notification (SPON): \$3.00 for each property owner required to be noticed
- Transportation Study Review: \$5,000.00 Deposit (any unused funds will be returned upon approval)
- Advertising and Noticing Fees for Community Meeting: \$245.00 plus \$3.00/SPON

Date of Request: 08 / 14 / 24
Month Day Year

Applicant / Agent Authorized to Act for Property Owner: (Agents must provide notarized authorization from all property owners.)

<u>Trepanier & Associates Inc</u>	<u>Owen Trepanier</u>
<small>Applicant (Name of Person, Business or Organization)</small>	<small>Name of Person Submitting this Application</small>
<u>1421 First Street, Unit 101, Key West, FL 33040</u>	
<small>Mailing Address (Street, City, State and Zip Code)</small>	<u>owen@owentrepanier.com</u>
<u>(305) 293-8983</u>	<u>thomas@owen trepanier.com</u>
<small>Work Phone</small>	<small>Home Phone</small>
<small>Home Phone</small>	<small>Cell Phone</small>
<small>Cell Phone</small>	<small>Email Address</small>

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

<u>Geiger Key Resort Propco LLC</u>	<u>Jonathan Wyss</u>
<small>(Name/Entity)</small>	<small>Contact Person</small>
<u>2829 Bird Avenue, Suite 9, Miami, FL 33133</u>	
<small>Mailing Address (Street, City, State and Zip Code)</small>	<u>c/o owen@owentrepanier.com</u>
<u>c/o (305) 293-8983</u>	<u>thomas@owen trepanier.com</u>
<small>Work Phone</small>	<small>Home Phone</small>
<small>Home Phone</small>	<small>Cell Phone</small>
<small>Cell Phone</small>	<small>Email Address</small>

The Board of County Commissioners may consider an amendment if the change is based on one or more of the following factors. Please describe how one or more of the following factors shall be met (attach additional sheets if necessary):

- 1) **Changed projections (e.g. regarding public service needs) from those on which the text was based**

N/A - No known changed projections

- 2) **Changed assumptions (e.g. regarding demographic trends):**

N/A - No known changed assumptions

- 3) **Data errors, including errors in mapping, vegetative types and natural features:**

N/A - No known data errors

- 4) **New issues:**

The opportunity arose to include the adjacent property into the Geiger Key Marina, RV Park & Fish Camp. Including this additional land into the commercial operation will significantly reduce existing nonconformities including parking, open space, landscaping, setbacks, life-safety, stormwater management, and employee housing, with no increase to the RV spaces, market-rate dwellings, commercial floor area or commercial activity.

- 5) **Recognition of a need for additional detail or comprehensiveness:**

N/A - no known recognition of a need for additional detail or comprehensiveness

6) Data updates:

N/A - No known data updates

In no event shall an amendment be approved which will result in an adverse community change of the planning area in which the proposed development is located or to any area in accordance with a Livable CommuniKeys master plan. Please describe how the text amendment would not result in an adverse community change (attach additional sheets if necessary):

Geiger Key does not have a Livable CommuniKeys master plan. The applicant has worked to inform the neighborhood of the project.

* * * * *

Applicants requesting a Land Use District (Zoning) Map Amendment shall provide for community participation through a community meeting, as indicated in Code Section 102-159.

Scheduling. The applicant will coordinate with the Planning Director regarding the date, time and location of the proposed community meeting; however, all meetings are to be held on a weekday evening at a location close to the project site, between 45 - 120 days prior to any of the public hearings.

Notice of Meeting. The community meeting shall be noticed at least 15 days prior to the meeting date by advertisement in a Monroe County newspaper of general circulation, mailing of notice to surrounding property owners, and posting of the subject property.

Noticing and Advertising Costs. The applicant shall pay the cost of the public notice and advertising for the community meeting and provide proof of proper notice to the Planning Director.

The community meeting shall be facilitated by a representative from the Monroe County Planning & Environmental Resources Department and the applicant shall be present at the meeting.

PROOF OF PROPER NOTICING ON THE COMMUNITY MEETING WILL BE REQUIRED.

* * * * *

All of the following must be submitted in order to have a complete application submittal:
(Please check as you attach each required item to the application)

- Completed application form (unaltered and unbound)
- Correct fee (check or money order payable to *Monroe County Planning & Environmental Resources*)
- Proof of ownership (i.e., Warranty Deed)
- Ownership Disclosure Form
- Current Property Record Card(s) from the Monroe County Property Appraiser
- Location map
- Photograph(s) of site(s) from adjacent roadway(s)
- Signed and Sealed Boundary Survey(s), prepared by a Florida registered surveyor – eight (8) sets (at a minimum, survey should include elevations; location and dimensions of all existing structures, paved areas and utility structures; all bodies of water on the site and adjacent to the site; total acreage by land use district; total acreage by habitat; and total upland area)
- A list of names and addresses of all real property owners within a 600 foot radius of the subject property(ies). This list should be compiled from the current tax rolls of the Monroe County Property Appraiser. In the event that a condominium development is within the 600 foot radius, each unit owner must be included
- Copy of current Land Use District Map (request from the Planning & Environmental Resources Department prior to application submittal)
- Copy of current Future Land Use Map (request from the Planning & Environmental Resources Department prior to application submittal)

If applicable, the following must be submitted in order to have a complete application submittal:

- Notarized Agent Authorization Letter** (note: authorization is needed from all owner(s) of the subject property)
- Traffic Study, prepared by a licensed traffic engineer (*required if application affects specific and defined area*)
- Transportation fee of \$5,000 to cover the cost of experts hired by the Department to review the traffic study – any unused funds deposited will be returned upon approval (*required if application affects specific and defined area*)

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

Additional fees may apply pursuant to the approved fee schedule.

* * * * *

Has a previous application been submitted for this site(s) within the past two years? Yes No

Is there a pending code enforcement proceeding involving all or a portion of the parcel(s) proposed for development? Yes No Code Case file # _____ Describe the enforcement proceedings and if this application is being submitted to correct the violation: _____

* * * * *

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

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

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

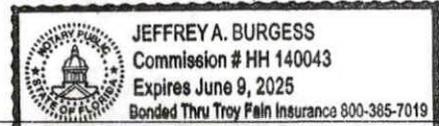
Signature of Applicant: [Signature] Date: 8/14/24

STATE OF FLORIDA
COUNTY OF MONROE

Sworn to and subscribed before me, by means of either physical presence OR online notarization, on 14 day of AUGUST, 2024, by OWEN INEPANIAN
(PRINT NAME OF PERSON MAKING STATEMENT)

Who is personally known to me OR produced N/A as
(TYPE OF ID PRODUCED)
identification.

[Signature]
SIGNATURE OF NOTARY PUBLIC



PRINT, TYPE OR STAMP COMMISSIONED NAME OF NOTARY PUBLIC
MY COMMISSION EXPIRES:

Send complete application package to:

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

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AUG 15 2024

MONROE COUNTY
PLANNING DEPT.

FLUM and Zoning Amendment Consistency and Impact Analysis

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Land Development Code Approval Considerations:

Sec. 102-158(d)(7)b. The BOCC may consider the adoption of an ordinance enacting the proposed map and text amendments to this Land Development Code based on one or more of the following factors:

1. Changed projections (e.g., regarding public service needs) from those on which the existing text or boundary was based;

NA – No known changed projections

2. Changed assumptions (e.g., regarding demographic trends) from those on which the existing text or boundary was based;

NA – No known changed assumptions

3. Data errors, including errors in mapping, vegetative types and natural features which contributed to the application of the existing text or boundary;

NA – No known data errors

4. New issues which arose after the application of the existing text or boundary;

The opportunity arose to include the adjacent property into the Geiger Key Marina, RV Park & Fish Camp. Including this additional land into the commercial operation will significantly reduce existing nonconformities including:

- Parking
- Open space
- Landscaping
- Setbacks
- Life-safety
- Stormwater Management

- Employee housing

The FLUM amendment will not result in any additional RV spaces, market-rate dwellings, commercial floor area or commercial activity.

5. Recognition of a need for additional detail or comprehensiveness;

NA – no known recognition of a need for additional detail or comprehensiveness

6. Data updates; or

NA – No known data updates.

7. Consistency with the Comprehensive Plan and the principles for guiding development as defined in Section 380.0552, Florida Statutes.

The proposed change is consistent with, supports, and/or furthers the below delineated comprehensive plan policies. (Please see attached Application Consistency Statement)

Discouragement Policy (101.5.26) Consistency Statement

The property proposed for the zoning change will be joined with the Marina Property. The marina is considerably over density and intensity. The joining of the parcels will reduce the nonconforming density and intensity but will not allow any additional density or intensity, as depicted below.

Density Analysis			
	Calculation	Units/Acre	Development Rights
Permitted	--	15.0	100%
Existing	36 RV units / 1.7 acres	20.5	137%
Proposed	36 RV units / 2.1 acres	16.7	111%
	Change	-3.8	-26%

Chapter 163 F.S. Consistency Statement

163.3177(8)

- a. An analysis of the availability of facilities and services.
All necessary facilities and services are currently available and used by the property
 - b. An analysis of the suitability of the plan amendment for its proposed use considering the character of the undeveloped land, soils, topography, natural resources, and historic resources on site.
All proposed land is currently developed and there are no historic resources know to exist on the property.
 - c. An analysis of the minimum amount of land needed to achieve the goals and requirements of this section.
The parcel is 0.4 acres and will reduce the following nonconformities:
 - Density
 - Parking
 - Open space
 - Landscaping
 - Setbacks
 - Life-safety
 - Stormwater Management
9. The future land use element and any amendment to the future land use element shall discourage the proliferation of urban sprawl.
The proposed amendment covers only existing developed land and will allow no additional density or intensity.
- a. The primary indicators that a plan or plan amendment does not discourage the proliferation of urban sprawl are listed below. The evaluation of the presence of these indicators shall consist of an analysis of the plan or plan amendment within the context of features and characteristics unique to each locality in order to determine whether the plan or plan amendment:
 - (I) Promotes, allows, or designates for development substantial areas of the jurisdiction to develop as low-intensity, low-density, or single-use development or uses.

NA – This proposal does not promote, allow, or designate for development substantial areas of the jurisdiction to develop as low-intensity, low-density, or single-use development or uses.

- (II) Promotes, allows, or designates significant amounts of urban development to occur in rural areas at substantial distances from existing urban areas while not using undeveloped lands that are available and suitable for development.

NA – This proposal does not promote, allow, or designate significant amounts of urban development to occur in rural areas at substantial distances from existing urban areas while not using undeveloped lands that are available and suitable for development.

- (III) Promotes, allows, or designates urban development in radial, strip, isolated, or ribbon patterns generally emanating from existing urban developments.

NA – This proposal does not promote, allow, or designate urban development in radial, strip, isolated, or ribbon patterns generally emanating from existing urban developments.

- (IV) Fails to adequately protect and conserve natural resources, such as wetlands, floodplains, native vegetation, environmentally sensitive areas, natural groundwater aquifer recharge areas, lakes, rivers, shorelines, beaches, bays, estuarine systems, and other significant natural systems.

NA – This proposal allows for the adequate protection and conservation of natural resources, such as wetlands, floodplains, native vegetation, environmentally sensitive areas, natural groundwater aquifer recharge areas, lakes, rivers, shorelines, beaches, bays, estuarine systems, and other significant natural systems.

- (V) Fails to adequately protect adjacent agricultural areas and activities, including silviculture, active agricultural and silvicultural activities, passive agricultural activities, and dormant, unique, and prime farmlands and soils.

NA – This proposal is not adjacent to agricultural areas and activities.

- (VI) Fails to maximize use of existing public facilities and services.

NA – This proposal will utilize existing public facilities and services.

- (VII) Fails to maximize use of future public facilities and services.

NA – This proposal anticipates the maximum utilization of existing public facilities and services.

(VIII) Allows for land use patterns or timing which disproportionately increase the cost in time, money, and energy of providing and maintaining facilities and services, including roads, potable water, sanitary sewer, stormwater management, law enforcement, education, health care, fire and emergency response, and general government.

NA – This proposal does not allow for land use patterns or timing which disproportionately increase the cost in time, money, and energy of providing and maintaining facilities and services, including roads, potable water, sanitary sewer, stormwater management, law enforcement, education, health care, fire and emergency response, and general government.

(IX) Fails to provide a clear separation between rural and urban uses.

NA – This proposal provides clear separation between rural and urban uses.

(X) Discourages or inhibits infill development or the redevelopment of existing neighborhoods and communities.

NA – This proposal is an infill development/ redevelopment of existing developed land

(XI) Fails to encourage a functional mix of uses.

NA – This proposal encourages a functional mix of uses.

(XII) Results in poor accessibility among linked or related land uses.

NA – This proposal utilizes and reduces the nonconforming aspects of an existing land use.

(XIII) Results in the loss of significant amounts of functional open space.

NA – This proposal increases functional open space.

b. The future land use element or plan amendment shall be determined to discourage the proliferation of urban sprawl if it incorporates a development pattern or urban form that achieves four or more of the following:

(I) Directs or locates economic growth and associated land development to geographic areas of the community in a manner that does not have an adverse impact on and protects natural resources and ecosystems.

Consistent – This proposal will allow the reduction of nonconforming components of an existing use in a manner that does not have an adverse impact on and protects natural resources and ecosystems.

- (II) Promotes the efficient and cost-effective provision or extension of public infrastructure and services.

Consistent – This proposal promotes the efficient and cost-effective provision or extension of public infrastructure and services by utilizing existing public infrastructure and services.

- (III) Promotes walkable and connected communities and provides for compact development and a mix of uses at densities and intensities that will support a range of housing choices and a multimodal transportation system, including pedestrian, bicycle, and transit, if available.

Consistent – The proposal will allow walkable and connected communities and provides for compact development and a mix of uses at densities and intensities that will support a range of housing choices and a multimodal transportation system, including pedestrian, and bicycle.

- (IV) Promotes conservation of water and energy.

Consistent – The proposal will promote conservation of water and energy by the fact that all redevelopment will comply current codes.

- (V) Preserves agricultural areas and activities, including silviculture, and dormant, unique, and prime farmlands and soils.

Consistent – the proposal will not disrupt, disturb or prevent agricultural areas and activities, including silviculture, and dormant, unique, and prime farmlands and soils.

- (VI) Preserves open space and natural lands and provides for public open space and recreation needs.

Consistent – This proposal will create new open spaces for recreation.

- (VII) Creates a balance of land uses based upon demands of the residential population for the nonresidential needs of an area.

Consistent – This proposal will create and preserve the balance of land uses based upon demands of the residential population for the nonresidential needs of an area.

- (VIII) Provides uses, densities, and intensities of use and urban form that would remediate an existing or planned development pattern in the vicinity that constitutes sprawl or if it provides for an innovative development pattern such as transit-oriented developments or new towns as defined in s. 163.3164.

Consistent - Provides uses, densities, and intensities of use and urban form that would remediate an existing or planned development pattern in the vicinity that constitutes sprawl or if it provides for an innovative development pattern such as transit-oriented developments or new towns as defined in s. 163.3164.

163.3178(8)

(a) A proposed comprehensive plan amendment shall be found in compliance with state coastal high-hazard provisions if:

1. The adopted level of service for out-of-county hurricane evacuation is maintained for a category 5 storm event as measured on the Saffir-Simpson scale; or

Consistent – The proposal will not cause any change to the adopted level of service for out-of-county hurricane evacuation is maintained for a category 5 storm event as measured on the Saffir-Simpson scale, as no change in density or intensity shall be permitted.

2. A 12-hour evacuation time to shelter is maintained for a category 5 storm event as measured on the Saffir-Simpson scale and shelter space reasonably expected to accommodate the residents of the development contemplated by a proposed comprehensive plan amendment is available; or

Consistent - The proposal will not cause any change to the 12-hour evacuation time to shelter is maintained for a category 5 storm event as measured on the Saffir-Simpson scale and shelter space reasonably expected to accommodate the residents of the development contemplated by a proposed comprehensive plan amendment is available, as no change in density or intensity shall be permitted.

3. Appropriate mitigation is provided that will satisfy subparagraph 1. or subparagraph 2. Appropriate mitigation shall include, without limitation, payment of money, contribution of land, and construction of hurricane shelters and transportation facilities. Required mitigation may not exceed the amount required for a developer to accommodate impacts reasonably attributable to development. A local government and a developer shall enter into a binding agreement to memorialize the mitigation plan.

NA – No mitigation is required, as no change in density or intensity shall be permitted.

(b) For those local governments that have not established a level of service for out-of-county hurricane evacuation by following the process in paragraph (a), the level of service shall be no greater than 16 hours for a category 5 storm event as measured on the Saffir-Simpson scale.

NA – Monroe County has an established a level of service for out-of-county hurricane evacuation

163.3180 Concurrency.

Consistent – Please see the Concurrency Analysis section of the document.

163.3184 Process for adoption of comprehensive plan or plan amendment.

Consistent – This proposal will follow all requirements of 163.3184

Comprehensive Plan Consistency Statement

The proposed FLUM and Zoning amendments are consistent with, support, or further the following Comprehensive Plan policies.

Policy 101.3.5. Due to the limited number of allocations and the State's requirement that the County maintain a maximum hurricane evacuation clearance time of 24 hours, Monroe County shall prohibit new transient residential allocations for hotel or motel rooms, and any lock-out units, campground spaces, or spaces for parking a recreational vehicle or travel trailer July 2026. Lawfully established transient units shall be entitled to one unit for each type of unit in existence before January 4, 1996, for use as a ROGO exemption.

Policy 101.5.6. The principal purpose of the Mixed Use/Commercial (MC) future land use category is to provide for the establishment of mixed-use commercial land use (zoning) districts where various types of commercial retail and office may be permitted at intensities which are consistent with the community character and the natural environment. Employee housing and commercial apartments are also permitted. In addition, Mixed Use/Commercial land use districts are to establish and conserve areas of mixed uses, which may include maritime industry, light industrial uses, commercial fishing, transient and permanent residential, institutional, public, and commercial retail uses.

Policy 101.5.29. Notwithstanding the density limitations set forth in Policy 101.5.25, land upon which a lawfully established residential dwelling unit exists shall be entitled to a density of one dwelling unit per each recognized lawfully established unit. Such lawfully-established dwelling unit(s) shall not be considered nonconforming as to the density provisions of Policy 101.5.25 and the Monroe County Land Development Code. Notwithstanding the nonconforming use provisions of Policies 101.8.2, 101.8.3, 101.8.4 and 101.8.6, existing lawfully established residential uses, not including mobile homes, and not including transient uses, shall be entitled to repair and/or replace such dwelling units with the same type of dwelling unit. Notwithstanding the nonconforming use provisions of Policies 101.8.2, 101.8.3, 101.8.4 and 101.8.6, existing lawfully established mobile homes shall be entitled to replace such dwelling units with a detached dwelling unit.

Objective 101.8. Monroe County shall eliminate or reduce the frequency of uses which are inconsistent with the applicable provisions of the land development regulations, zoning districts, Future Land Use categories and the Future Land Use Map. In Monroe County, some nonconforming uses are an important part of the community character and

the County desires to maintain such character and protect these lawfully established, nonconforming uses and allow them to be repaired or replaced.

Policy 101.9.4. With the following exception, nonconforming structures which are damaged or destroyed so as to require substantial improvement shall be repaired or restored in conformance with all applicable provisions of the current Monroe County Code. Substantial improvement or reconstruction of nonconforming single-family dwelling units shall comply with the setback and open space provisions set forth in Policy 101.5.25 and in Chapters 130 and 131 of the Monroe County Land Development Code except where strict compliance would result in a reduction in lot coverage as compared to the pre-destruction footprint of the dwelling unit. In such cases, the previously approved open space ratio shall be applied; and the maximum shoreline setback shall be maintained and in no event shall the shoreline setback be less than ten (10) feet from mean high water.

To further post disaster recovery and resiliency, notwithstanding the open space provisions set forth in Policy 101.5.25, Policy 212.2.4, and Chapters 118 and 130 of the Land Development Code and the minimum required setbacks in Policy 212.2.4, and Chapters 118, 130, and 131 of the Land Development Code, a nonconforming lawfully-existing residential dwelling unit, not including mobile homes, may be retrofitted to elevate the structure above base flood level (design flood elevation) to reduce flood damage, pursuant to:

- The lawfully-existing dwelling unit structure may maintain its existing setbacks and open space, even if nonconforming, provided the structure is elevated within the original (lawfully-existing) footprint of the structure.
- Setbacks and land use open space requirements are waived to allow necessary improvements to a dwelling unit being retrofitted by elevating the unit to meet or exceed flood levels. The necessary improvements are limited to ingress/egress structures (stairs, ramps, landings, elevators, etc.). The waiver provided shall be the minimum necessary to provide access to the structure that is in compliance with fire code requirements.
- Side and rear setback and open space requirements are waived to allow accessory elevated platforms above base flood for equipment (mechanical, plumbing and electrical systems, appliances and components) situated at least two (2) feet from the side yard property line or at least five (5) feet from the rear yard property line.
- Maximum possible shoreline setbacks and open space are to be maintained, and in no event shall a shoreline setback be less than ten (10) feet from mean high water except to accommodate the lawfully existing footprint of the structure to be elevated.

- The improvements shall be constructed to avoid off-site discharge of stormwater from the subject parcel, in accordance with Section 114-3 of the Monroe County Land Development Code.
- This Policy does not waive any required minimum vegetated setbacks adjacent to wetlands (see Policy 203.1.2 and Policy 204.2.5) and does not authorize any encroachments to a conservation easement.
- This Policy does not restrict a property owner from proposing other additions or improvements to the elevated dwelling unit, as long as the additions, enlargements, expansions, and extensions do not create a nonconformity or cause a further violation to an existing nonconformity.

Policy 101.10.1. Monroe County shall maintain the level of service standards for stormwater management established in Drainage Policy 1001.1.1. These level of service standards ensure that at the time a certificate of occupancy is issued, adequate stormwater management facilities are available to support the new development concurrent with the impacts of such development. Existing development, except single family residential built prior to November 16, 1992 shall, to the greatest extent possible, meet the County's best management practices for stormwater management. (See Drainage Objective 1001.1 and related policies.)

Policy 101.10.3. Monroe County shall maintain stormwater management regulations, which shall require that all improvements for replacement, expansion or increase in capacity of drainage facilities conform with the adopted level of service standards pursuant to Policy 1001.1.1. The County shall use the adopted Stormwater Management Master Plan, and subsequent updates, and other vulnerability assessment or capital planning efforts related to resiliency as a guide for stormwater management to protect personal property and to protect and improve water quality.

Policy 101.16.1. Monroe County shall maintain land development regulations which provide for safe and convenient on-site traffic flow, adequate pedestrian ways and sidewalks, and sufficient on-site parking for both motorized and non-motorized vehicles.

Policy 105.1.4. Monroe County shall prepare redevelopment standards and within one year afterwards, shall amend the LDC to address the large number of nonconforming commercial structures that are non-compliant as to on-site parking, construction and shoreline setbacks, stormwater management, landscaping and buffers. By identifying the existing character and constraints of the different island communities, regulations can be adopted that provide incentives for redevelopment and permit the continuance of businesses while moving towards an integrated streetscape.

Objective 211.1. Monroe County shall encourage the use of water conservation strategies, including, but not limited to cisterns, on-site stormwater collection systems used for irrigation and bio-swales, and work cooperatively with FCAA and Miami-Dade County to encourage water conservation efforts and assure that land use planning and development controls are maintained which protects the recharge area of the Florida City Wellfield from potential sources of groundwater contamination and saltwater intrusion. (See Potable Water Objective 701.3 and related policies). [F.S. § 163.3177(6)d.2.b., c.]

Objective 212.2. Monroe County shall adopt minimum performance standards designed to reduce the stormwater runoff impacts, aesthetic impacts, and hydrologic impacts of shoreline development. [F.S. § 163.3178(2)(g)]

Policy 212.2.4. Permitted uses and performance standards within the shoreline setback shall be as follows:

Except as provided herein, principal structures shall be set back as follows:

1. Along lawfully altered shorelines including manmade canals, channels, and basins, principal structures shall be set back at least twenty (20) feet as measured from the mean high water (MHW) line;
2. Along lawfully altered shorelines including manmade canals, channels, and basins, for parcels less than 4,000 square feet that are developed with a lawfully established principal use, the required setback may be reduced to a minimum of ten (10) feet provided that the structure is sited so as to protect community character and minimize environmental impacts by maintaining open space and protecting shoreline vegetation.
3. Along open water shorelines not adjacent to manmade canals, channels, or basins, and which have been altered by the legal placement of fill:
 - a. Where a mangrove fringe of at least ten (10) feet in width occurs across the entire shoreline of the property, principal structures shall be set back at least thirty (30) feet as measured from the mean high water (MHW) line or the landward extent of the mangroves, whichever is further inland.
 - b. Where no mangrove fringe exists, principal structures shall be set back at least thirty (30) feet from the mean high water (MHW) line, provided that native vegetation exists or is planted and maintained in a ten (10) foot width across the entire shoreline as approved by the County Biologist, and is placed under conservation easement; otherwise the setback shall be fifty (50) feet as measured from the mean high water (MHW) line.
 - c. On infill lots surrounded by significant development where principal structures are set back less than fifty (50) feet from mean high water (MHW) or the landward extent of mangroves, the Director of Planning and Environmental Resources may evaluate the community character, the

presence or absence of environmental features, and the setbacks on adjacent developed properties within two parcels on either side of proposed development, and may allow principal structures to be set back as far as practicable or in line with adjacent principal structures. In no event shall the setback be less than twenty (20) feet. On shorelines where the existing pattern of setback is greater than thirty (30) feet, the greater setback shall apply.

4. Along unaltered and unlawfully altered shorelines, principal structures shall be set back fifty (50) feet as measured from the mean high water (MHW) line or the landward extent of the mangroves, whichever is further landward;

Accessory structures within the shoreline setback shall be designed to meet the following criteria:

1. Along altered shorelines, including manmade canals, channels, and basins:
 - a. In no event shall the total, combined area of all structures occupy more than sixty (60) percent of the upland area of the shoreline setback;
 - b. Accessory structures, including, pools and spas shall be set back a minimum of ten (10) feet, as measured from the mean high water (MHW) line. With the exception of docks and erosion control structures, an accessory structure other than those listed above, not exceeding 18 inches in height as measured from grade, may be permitted within the 20-foot shoreline setback if the structure is situated at least one (1) foot from the MHW line and constructed to avoid any off-site discharge of stormwater from the subject parcel in accordance with the surface water management requirements of the Land Development Code.
 - c. At grade decks not exceeding 6 inches in height as measured from grade may be permitted within the shoreline setback if the structure is situated at least one (1) foot from the MHW line and constructed to avoid any off-site discharge of stormwater from the subject parcel in accordance with the surface water management requirements of the Land Development Code.
2. Along open water shorelines which have been altered by the legal placement of fill, and where a mangrove fringe of at least ten (10) feet in width occurs across the entire shoreline of the property, or native vegetation exists or is planted and maintained in a ten-foot (10) width across the entire shoreline of the property and is placed under a grant of conservation easement running in favor of the County:
 - a. In no event shall the total, combined area of all structures occupy more than thirty (30) percent of the upland area of the shoreline setback;
 - b. Accessory structures other than docks and erosion control structures shall be set back a minimum of fifteen (15) feet, as measured from the mean high water (MHW) line or the landward extent of the mangroves, whichever

is further landward and shall be located in upland areas. An exception shall be made for a maximum four-foot wide walkway to the shoreline or lawfully established docking facility. One walkway shall be permitted per 100 linear feet of shoreline.

3. Along open water shorelines not adjacent to manmade canals, channels, or basins, and which have been altered by the legal placement of fill, and where no mangrove fringe exists, and no conservation easement of native shoreline vegetation has been established in accordance with this policy:
 - a. In no event shall the total combined area of all structures occupy more than 30 percent (30%) of the shoreline setback required for the principal structure.
 - b. Accessory structures, other than docks and erosion control structures, shall be set back at least half the distance of the setback required for the principal structure, or 15 feet, whichever is greater, as measured from the MHW line, and shall be located in upland areas. An exception shall be made for a maximum four-foot wide walkway connecting the developed area to a lawfully established dock or water access structure.
4. Along unaltered or unlawfully altered shorelines:
 - a. In no event shall the total, combined area of all structures occupy more than thirty (30) percent of the upland area of the shoreline setback required for the principal structure;
 - b. Accessory structures other than docks and erosion control structures shall be set back a minimum of twenty-five (25) feet, as measured from the mean high water (MHW) line or the landward extent of the mangroves, whichever is further landward, and shall be located in upland areas. An exception shall be made for a maximum four-foot wide walkway connecting the developed area to a lawfully established dock or water access structure.
5. Any proposed development within the shoreline setback shall include a site-suitable stormwater management plan for the entire developed parcel which meets the requirements of the land development regulations;
6. All structures within the shoreline setback shall be located such that the open space ratios for the entire parcel and all scenic corridors and bufferyards are maintained;
7. Structures shall be located in existing cleared areas before encroaching into native vegetation. The remaining upland area of the shoreline setback shall be maintained as native vegetation or landscaped areas that allow infiltration of stormwater runoff;
8. Side yard setbacks must be maintained for all structures in the shoreline setback except for docks, sea walls, fences, retaining walls, and boat shelters over existing boat ramps;
9. No enclosed structures, other than a dock box of five (5) feet in height or less, a screened gazebo, and a screen enclosure over a pool or spa, shall be allowed

- within the shoreline setback. Gazebos must be detached from any principal structure on the parcel. No decks or habitable spaces may be constructed on the roof of any gazebo in the shoreline setback;
10. Pools, spas, fish cleaning tables, and similar pollutant sources may not discharge directly into surface waters. Where no runoff control structures are present, berms and vegetation shall be used to control runoff. Native vegetation shall not be removed to install berms or runoff control structures;
 11. All boat ramps shall be confined to existing scarified shoreline areas of manmade canals, channels, and basins with little or no native vegetation, and shall be located and designed so as not to create a nonconformity for other structures set back from the new mean high water (MHW) line created by the boat ramp; and
 12. The roof and supporting members of a boat shelter constructed in compliance with Section 118-10 of the Land Development Code, as amended (hereby incorporated by reference), may extend two (2) feet into the shoreline setback around the perimeter of a boat basin or ramp. This area shall be subtracted from the total area allowed for all structures within the shoreline setback.
 13. Shoreline structures shall be designed to protect tidal flushing and circulation patterns. Any project that may produce changes in circulation patterns shall be approved only after sufficient hydrographic information is available to allow an accurate evaluation of the possible impacts of the project. Previously existing manmade alterations shall be evaluated so as to determine whether more hydrological benefits will accrue through their removal as part of the project.
 14. No development other than pile supported docks and walkways designed to minimize adverse impacts on marine turtles shall be allowed within fifty (50) feet of any portion of any beach berm complex which is known to serve as a nesting area for marine turtles:
 - a. The fifty (50) foot setback shall be measured from either the landward toe of the most landward beach berm or from fifty (50) feet landward of MHW, whichever is less. The maximum total setback will be one hundred (100) feet from MHW.
 - b. Structures designed to minimize adverse impacts on marine turtles shall have a minimum horizontal distance of four (4) feet between pilings or other upright members and a minimum clearance of two (2) feet above grade. The entire structure must be designed to allow crawling turtles to pass underneath it moving only in a forward direction. Stairs or ramps with less than the minimum two (2) feet clearance above grade are discouraged. If built, these portions of the structure shall be enclosed with vertical or horizontal barriers no more than two (2) inches apart, to prevent the entrapment of crawling turtles.
 - c. Beaches known to serve as nesting areas for marine turtles are those areas documented as such on the County's threatened and endangered species

maps and any areas for which nesting or nesting attempts ("crawls") have been otherwise documented. Within mapped nesting areas, the Director of Planning and Environmental Resources may, in cooperation with FDEP, determine that specific segments of shoreline have been previously, lawfully altered to such a degree that suitable nesting habitat for marine turtles is no longer present. In such cases, the Director may recommend reasonable measures to restore the nesting habitat. If such measures are not feasible, the Director will waive the setback requirements of this paragraph. Restoration of suitable nesting habitat may be required for unlawfully altered beaches.

15. Special Approvals:

- a. For structures serving commercial uses, public uses, or more than three dwelling units, the Planning Commission may approve deviations from the above standards as a major or minor conditional use. Such approval may include additional structures or uses provided that such approval is consistent with any permitted uses, densities, and intensities of the land use district, furthers the purposes of this section, is consistent with the general standards applicable to all uses, and the proposed structures are located in a disturbed area of an altered shoreline. Such additional uses are limited to waterfront dining areas, pedestrian walkways, public monuments or statues, informational kiosks, fuel or septic facilities, and water-dependent marina uses. Any such development shall make adequate provision for a water quality monitoring program for a period of five (5) years after the completion of the development.
- b. For structures serving three or fewer dwelling units, the Director of Planning and Environmental Resources may approve designs that address unique circumstances such as odd shaped lots, even if such designs are inconsistent with the above standards. Such approval may be granted only upon the Director's written concurrence with the applicant's written finding that the proposed design furthers the purpose of this section and the goals of the Monroe County Comprehensive Plan. Only the minimum possible deviation from the above standards will be allowed in order to address the unique circumstances. No such special approval will be available for after-the-fact permits submitted to remedy a Code Enforcement violation.
- c. All structures lawfully existing within the shoreline setback along manmade canals, channels, or basins, or serving three or fewer dwelling units on any shoreline, may be rebuilt in the same footprint provided that there will be no adverse impacts on stormwater runoff or navigation.
- d. Docks or docking facilities lawfully existing along the shoreline of manmade canals, channels, or basins, or serving three or fewer dwelling units on any shoreline, may be expanded or extended beyond the size limitations contained in this section in order to reach the water depths specified for

docking facilities in Policy 212.4.2. Any dock or docking facility so enlarged must comply with each and every other requirement of this Policy and Section 118-12 of the Land Development Code, as amended (hereby incorporated by reference).

Policy 212.2.5. Stormwater management criteria applicable to the shoreline setbacks shall encourage Best Management Practices (BMPs) which utilize natural berms and vegetation to control runoff from waterfront property. Berms shall not be installed where shoreline vegetation is present. Where berms are used along artificial waterways, they shall be raised so that there is a gradual slope away from the canal edge. In any case, all stormwater management criteria shall conform to adopted level of service standards for water quality and quantity and take into account projections for sea level rise (See Drainage Element Objective 1001.1 and related policies).

Objective 218.1. Monroe County shall include in its planning efforts development and redevelopment principles, strategies, and engineering solutions that reduce flood risk in coastal areas across the community, which results from high-tide events, storm surge, flash floods, stormwater runoff, and the related impacts of sea-level rise.

Policy 218.1.1. The County shall develop by 2023, a short, medium and long-term Roads and Stormwater Capital Plan informed by future growth, design levels of service for flooding, future sea level rise projections and other legal and policy analyses.

Policy 301.9.1. Monroe County shall maintain revisions to the Land Development Code to include guidelines and criteria consistent with nationally-recognized standards which provide for safe and convenient on-site traffic flow, interconnectivity between sites, adequate pedestrian ways and sidewalks, as well as sufficient on-site parking for both motorized and non-motorized vehicles.

Policy 401.1.2. Monroe County shall maintain land development regulations to encourage developers of major trip generators to provide transit facilities, pedestrian/bicycle paths, bicycle racks and parking, and carpool facilities.

Policy 502.1.1. Monroe County shall maintain land development regulations and the Land Use District Maps for existing ports which permit ports and port-related facilities, including but not limited to, commercial and industrial water dependent uses, marine businesses, commercial fishing, marinas, restaurants and employee housing.

GOAL 901. Monroe County shall maintain or provide for the adequate, resilient, economically sound collection, treatment, and disposal of sewage which meets the needs of present and future residents while ensuring the protection of public health, and the maintenance and protection of ground, nearshore, and offshore water quality.

Policy 1001.1.1 Water Quality Level of Service Standards - Minimum Water Quality:

All projects shall be designed so that the precipitation-based discharges will meet the design and performance standards established in Rule 62-302.500, F.A.C., and the County's Manual of Stormwater Management Practices and either demonstrate that post development total nitrogen and total phosphorous loads are less than pre-development loads to the receiving water body (net improvement) or demonstrate a ninety-five percent (95%) reduction in stormwater total nitrogen load and total phosphorus load. Treatment and disposal facilities must be designed and operated so that off-site discharges meet Florida State Water Quality/Quantity Standards as set forth in Rule 62-302.500, F.A.C. All projects should be designed in accordance with the Florida Department of Transportation and South Florida Water Management District standards and taking into account projections for sea level rise. [F.S. § 163.3177(6)(c)]

Policy 1001.1.3. Monroe County shall maintain, implement, review and update, as necessary, the County's stormwater management regulations and Stormwater Master Plan. All improvements for maintenance, replacement, expansion or increase in capacity of drainage facilities shall conform to the adopted level of service criteria pursuant to Policy 1001.1.1.

Policy 1001.2.1. Proposed stormwater capital improvements projects shall be evaluated as follows, with special attention to the position of the project in the Monroe County Seven Year Roadway and Bicycle Path Plan:

- a) Whether the project is needed to protect public health and safety, to fulfill the County's legal commitment to maintain facilities and services, to protect sensitive environmental areas from documented or anticipated adverse impacts, or use of existing facilities.
- b) Whether the project increases efficiency of use of existing facilities, prevents or reduces future improvement costs, provides service to developed areas lacking full service, or promotes infill development.
- c) Whether the project represents a logical extension of facilities and services within a designated service area.
- d) The projected level of service that can be achieved when considering sea level rise and the useful life of the project. (Ord. No. 013-2022 , § 2(Exh. 1), 8-17-2022)

Concurrency Analysis Availability of Facilities and Services

Transportation

Sec. 126-8. Application: Any new land development activity generating traffic that creates increased demand on the county's major road network system

The proposal will not allow any new density or intensity and therefore no additional demand will be created.

Parks and Rec

Sec. 126-9. Application: New residential land development activity that places an increased demand on the county's community park facilities

The proposal will not allow any new residential units and therefore no additional demand will be created.

Libraries

Sec. 126-10. Application: New residential land development activity that places an increased demand on the county's libraries

The proposal will not allow any new residential units and therefore no additional demand will be created.

Solid Waste

Sec. 126-11. Application: New land development activity that places an increased demand on the county's solid waste handling system.

The proposal will not allow any new density or intensity and therefore no additional demand will be created.

Police

Sec. 126-12. Application: New land development activity that places an increased demand on the county's police facilities.

The proposal will not allow any new density or intensity and therefore no additional demand will be created.

Employee Housing

Sec. 126-13. Application: All new commercial, multifamily residential, institutional and industrial development which creates a direct or indirect requirement for affordable or employee housing

The proposal will not allow any new density or intensity and therefore no additional demand will be created.

Principles for Guiding Development Consistency Statement

The proposed FLUM and Zoning amendments are consistent with, support, or further the principles for guiding development as defined in Section 380.0552, Florida Statutes.

Sec. 102-158(a)... In determining whether to grant a requested amendment to the text of this Land Development Code, or land use (zoning) district map, or overlay map, the BOCC shall consider, in addition to the factors set forth in this article, the consistency of the proposed amendment with the provisions and intent of the comprehensive plan and consistency with the principles for guiding development in Section 380.0552, F.S.

Consistency with F.S. 380.0552(7). PRINCIPLES FOR GUIDING DEVELOPMENT

- (a) Strengthening local government capabilities for managing land use and development so that local government is able to achieve these objectives without continuing the area of critical state concern designation.

Consistent – The proposed plan amendment furthers the goals of the comprehensive plan and the Principals for Guiding Development

- (b) Protecting shoreline and marine resources, including mangroves, coral reef formations, seagrass beds, wetlands, fish and wildlife, and their habitat.

Consistent – The proposed amendment will allow improvements to protections to the shoreline and marine resources, including mangroves, coral reef formations, seagrass beds, wetlands, fish and wildlife, and their habitat through significant improvements to:

- Open space
- Landscaping
- Stormwater management

- (c) Protecting upland resources, tropical biological communities, freshwater wetlands, native tropical vegetation (for example, hardwood hammocks and pinelands), dune ridges and beaches, wildlife, and their habitat.

Consistent – The proposed amendment will allow improvements to protections to upland resources, tropical biological communities, freshwater wetlands, native tropical vegetation (for example, hardwood hammocks and pinelands), dune ridges and beaches, wildlife, and their habitat through significant improvements to:

- Open space
- Landscaping
- Stormwater management

- (d) Ensuring the maximum well-being of the Florida Keys and its citizens through sound economic development.

Consistent – The proposed amendment will maximize the well-being of the Florida Keys and its citizens through sound economic development by allowing for significant improvements to:

- Parking
- Open space
- Landscaping
- Setbacks
- Life-safety
- Stormwater Management
- Employee housing

- (e) Limiting the adverse impacts of development on the quality of water throughout the Florida Keys.

Consistent – The proposed amendment will limit adverse impacts of development on the quality of water throughout the Florida Keys by allowing significant improvements to:

- Open space
- Landscaping
- Setbacks
- Stormwater Management
- Employee housing

- (f) Enhancing natural scenic resources, promoting the aesthetic benefits of the natural environment, and ensuring that development is compatible with the unique historic character of the Florida Keys.

Consistent – The proposed amendment will enhance natural scenic resources, promoting the aesthetic benefits of the natural environment, and ensuring that development is compatible with the unique historic character of the Florida Keys by allowing for significant improvements to:

- Parking
- Open space
- Landscaping
- Setbacks
- Stormwater Management
- Employee housing

- (g) Protecting the historical heritage of the Florida Keys.

Consistent – The proposed amendment will protect the historical heritage of the Florida Keys by allowing no increases to the intensity of the existing operation and allowing

significant improvements to all the above mentioned components which work to preserve the historical character of the neighboring military and residential uses.

(h) Protecting the value, efficiency, cost-effectiveness, and amortized life of existing and proposed major public investments, including:

1. The Florida Keys Aqueduct and water supply facilities;

Consistent – The FLUM amendment will protect the value, efficiency, cost-effectiveness, and amortized life of existing and proposed major public investments relative to the Florida Keys Aqueduct and water supply facilities as the amendment will allow no increase in RV spaces, market-rate dwellings, commercial floor area or commercial activity. New employee units will be built on property with existing water supply infrastructure.

2. Sewage collection, treatment, and disposal facilities;

Consistent – The FLUM amendment will protect the value, efficiency, cost-effectiveness, and amortized life of existing and proposed major public investments relative to sewage collection, treatment, and disposal facilities as the amendment will allow no increase in RV spaces, market-rate dwellings, commercial floor area or commercial activity. New employee units will be built on property with existing sewer system infrastructure.

3. Solid waste treatment, collection, and disposal facilities;

Consistent – The FLUM amendment will protect the value, efficiency, cost-effectiveness, and amortized life of existing and proposed major public investments relative to solid waste treatment, collection, and disposal facilities as the amendment will allow no increase in RV spaces, market-rate dwellings, commercial floor area or commercial activity. New employee units will be built on property with existing solid waste collection service.

4. Key West Naval Air Station and other military facilities;

Consistent – The FLUM amendment will protect the value, efficiency, cost-effectiveness, and amortized life of existing and proposed major public investments relative to Key West Naval Air Station and other military facilities as the amendment will allow no increase in RV spaces, market-rate dwellings, commercial floor area or commercial activity. New employee units will be built on site and we are coordinating the planning of those units with NAS Key West in order to avoid impacting the NAS mission and infrastructure.

5. Transportation facilities;

Consistent – The FLUM amendment will protect the value, efficiency, cost-effectiveness, and amortized life of existing and proposed major public

investments relative to transportation facilities as the amendment will allow no increase in RV spaces, market-rate dwellings, commercial floor area or commercial activity, while at the same time increasing parking for autos and bikes. New employee units will be built on site thus reducing commuter trips on US 1 and the surrounding roadways.

6. Federal parks, wildlife refuges, and marine sanctuaries;

Consistent – The FLUM amendment will protect the value, efficiency, cost-effectiveness, and amortized life of existing and proposed major public investments relative to federal parks, wildlife refuges, and marine sanctuaries as the amendment will allow no increase in RV spaces, market-rate dwellings, commercial floor area or commercial activity, while at the same increasing open space, landscaping, on site stormwater management and building on site employee housing. These changes will significantly reduce stormwater runoff into nearshore waters, reduce vehicular trips and create new habitats in the landscape and open space areas.

7. State parks, recreation facilities, aquatic preserves, and other publicly owned properties;

Consistent – The FLUM amendment will have no impact on state parks but will protect the value, efficiency, cost-effectiveness, and amortized life of existing and proposed major public investments relative to recreation facilities, aquatic preserves, and other publicly owned properties as the amendment will allow no increase in RV spaces, market-rate dwellings, commercial floor area or commercial activity, while at the same increasing open space, landscaping by, on site stormwater management and building on site, employee housing. These changes will significantly reduce stormwater runoff into nearshore waters, reduce vehicular trips and create new habitats in the landscape and open space areas.

8. City electric service and the Florida Keys Electric Co-op; and

Consistent – The FLUM amendment will protect the value, efficiency, cost-effectiveness, and amortized life of existing and proposed major public investments relative to city electric service and the Florida Keys Electric Co-op as the amendment will allow no increase in RV spaces, market-rate dwellings, commercial floor area or commercial activity. New employee units will be built on property with existing electrical service.

9. Other utilities, as appropriate.

Consistent – The FLUM amendment will protect the value, efficiency, cost-effectiveness, and amortized life of existing and proposed major public investments relative to other utilities as the amendment will allow no increase in

RV spaces, market-rate dwellings, commercial floor area or commercial activity. New employee units will be built on property with existing utility service.

- (i) Protecting and improving water quality by providing for the construction, operation, maintenance, and replacement of stormwater management facilities; central sewage collection; treatment and disposal facilities; the installation and proper operation and maintenance of onsite sewage treatment and disposal systems; and other water quality and water supply projects, including direct and indirect potable reuse.

Consistent – The FLUM amendment will allow improvements to or have no impact on the protection and improvement of water quality by providing for the construction, operation, maintenance, and replacement of stormwater management facilities on- and off-site. The FLUM as the amendment will allow no increase in RV spaces, market-rate dwellings, commercial floor area or commercial activity. New employee units will be built on property with existing infrastructure. New stormwater management will be created on-site and the overall project will allow for off-site, County-driven, improvements as well.

- (j) Ensuring the improvement of nearshore water quality by requiring the construction and operation of wastewater management facilities that meet the requirements of ss. 381.0065(4)(l) and 403.086(10), as applicable, and by directing growth to areas served by central wastewater treatment facilities through permit allocation systems.

Consistent – The FLUM amendment affects property currently connected to existing wastewater management facilities.

- (k) Limiting the adverse impacts of public investments on the environmental resources of the Florida Keys.

Consistent – The proposed amendment will assist to the adverse impacts of public investments on the environmental resources of the Florida Keys by allowing for significant improvements to:

- Open space
- Landscaping
- Stormwater Management
- Adding employee housing

All of which work to improve nearshore water quality and air quality thereby not only limiting the adverse impacts of public investments on the environmental resources of the Florida Keys but supporting and furthering their positive impact.

- (l) Making available adequate affordable housing for all sectors of the population of the Florida Keys.

Consistent – The proposed amendment will further the goal of making available adequate affordable housing for all sectors of the population of the Florida Keys by allowing the retention of the existing units and allowing for the creation of additional units.

- (m) Providing adequate alternatives for the protection of public safety and welfare in the event of a natural or manmade disaster and for a post-disaster reconstruction plan.

Consistent – The proposed amendment will further the goal of providing adequate alternatives for the protection of public safety and welfare in the event of a natural or manmade disaster and for a post-disaster reconstruction plan by allowing significant improvements to the life-safety components of the site and rebuilding of much of the sites structures under current building and hurricane codes.

- (n) Protecting the public health, safety, and welfare of the citizens of the Florida Keys and maintaining the Florida Keys as a unique Florida resource.

Consistent – The proposed amendment will further the goal of protecting the public health, safety, and welfare of the citizens of the Florida Keys and maintaining the Florida Keys as a unique Florida resource by allowing significant improvements to the life-safety components of the site and rebuilding of much of the sites structures under current building and hurricane codes, and preserving the historic fish camp for future generations.

- d. In no event shall an amendment be approved which will result in an adverse change in community character to the sub-area which a proposed amendment affects or to any area in accordance with a Livable CommuniKeys master plan pursuant to findings of the BOCC.

Consistent – There is no Livable CommuniKeys master plan covering Geiger Key.

AGENT AUTHORIZATION FORM

RECEIVED

AUG 15 2024

MONROE COUNTY PLANNING DEPT.

Date of Authorization: 05 / 30 / 2024
Month Day Year

Trepanier & Associates Inc

I hereby authorize Owen Trepanier / Thomas Francis-Siburg be listed as authorized agent
(Print Name of Agent)

representing Geiger Key Resort Propco LLC for the application submission
(Print Name of Property Owner(s) the Applicant(s))

of Zoning Map Amendment
(List the Name and Type of applications for the authorization)

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

6 26 67 26 Geiger
13 2 Boca Chica Ocean Shores Geiger
Lot Block Subdivision Key (Island)
00122180-000000 1156230
00141380-000000 1182745

Real Estate (RE) / Parcel ID Number Cardinal Lane, Key West, FL 33040
3 Geiger Rd, Key West, FL 33040
Street Address (Street, City, State & Zip Code) Alternate Key Number 11

Approximate Mile Marker

Authorized Agent Contact Information:

1421 First Street, Unit 101, Key West, FL 33040
Mailing Address (Street, City, State and Zip Code)

(305) 293-8983 owen@owentrepanier.com
Home Phone Cell Phone Email Address thomas@owentrepanier.com

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

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

Signature of Property Owner: [Signature] Date: 5/30/24

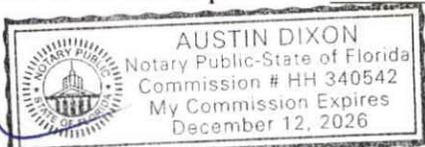
STATE OF Florida COUNTY OF Miami-Dade

Sword to and subscribed before me, by means of either [X] physical presence OR [] online notarization,

on 30th day of May, 2024, by Jonathan Wyss
(PRINT NAME OF PERSON MAKING STATEMENT)

Who is [] personally known to me OR [X] produced Drivers License as identification.
(TYPE OF ID PROVIDED)

SIGNATURE OF NOTARY PUBLIC Austin Dixon
PRINT, TYPE OR STAMP COMMISSIONED NAME OF NOTARY PUBLIC MY COMMISSION EXPIRES: December 12, 2026



**MONROE COUNTY, FLORIDA
PLANNING AND ENVIRONMENTAL RESOURCES DEPARTMENT**



RECEIVED

AUG 15 2024

MONROE COUNTY
PLANNING DEPT.

Ownership Disclosure of Interest

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

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

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

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

<i>Name and Address</i>	<i>% of Ownership</i>

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

<i>Name and Address</i>	<i>% of Ownership</i>
Property Owner: Geiger Key Resort Propco, LLC	sole fee owner
Sole member of Property Owner: Geiger Key Resort Holdco, LLC	100%
Manager of Property Owner and Sole Member: Jonathan Wyss	

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

<i>Name and Address</i>	<i>% of Ownership</i>
N/A	

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

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

<i>Name and Address</i>	<i>% of Ownership</i>
N/A	

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

<i>Name and Address</i>	<i>% of Ownership</i>
N/A	
HOORVA	

* Please provide date of contract _____

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

<i>Name and Address</i>
N/A

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

Printed Name / Signature of Person Completing Form: Jonathan Wyss / 

STATE OF Florida

COUNTY OF Miami-Dade

Sword to and subscribed before me, by means of either physical presence OR online notarization,

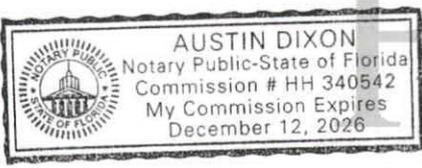
on 30th day of May, 2024, by Jonathan Wyss
(PRINT NAME OF PERSON MAKING STATEMENT)

Who is personally known to me OR produced Drivers License as
(TYPE OF ID PRODUCED)
identification.



SIGNATURE OF NOTARY PUBLIC

Austin Dixon
PRINT, TYPE OR STAMP COMMISSIONED
NAME OF NOTARY PUBLIC
MY COMMISSION EXPIRES: December 12, 2026



FORM

Doc # 2445386 Bk# 3255 Pg# 2318 Electronically Recorded 12/20/2023 at 4:22 PM Pages 3
Filed and Recorded in Official Records of MONROE COUNTY KEVIN MADOK
Electronically REC: \$27.00 Deed Doc Stamp \$6,300.00

RECEIVED

AUG 15 2024

MONROE COUNTY
PLANNING DEPT.

Prepared by and return to:
Gregory S. Oropeza
Attorney
Oropeza Stones & Cardenas, P.L.L.C.
221 Simonton Street
Key West, FL 33040
(305) 294-0252
File Number: 23-129
Consideration: \$900,000.00

Parcel Identification No.: 00122180-000000

[Space Above This Line For Recording Data]

Warranty Deed

(STATUTORY FORM - SECTION 689.02, F.S.)

This Indenture made this 15th day of December, 2023 between Bert Ovid Ware, Sr. and Cynthia Ann Ware, as husband and wife, whose post office address is 3 Geiger Road, Key West, FL 33040 of the County of Monroe, State of Florida, grantor*, and GEIGER KEY RESORT PROPCO, LLC, a Delaware Limited Liability Company whose post office address is 10221 River Rd, #59831, Potomac, MD 20859 of the County of Montgomery, State of Maryland, grantee*,

Witnesseth that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Monroe County, Florida to-wit:

See Attached Exhibit A

Subject to taxes for 2023 and subsequent years; covenants, conditions, restrictions, easements, reservations, and limitations of record, if any.

and said grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

* "Grantor" and "Grantee" are used for singular or plural, as context requires.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Deon
Witness
Printed Name: Gregory Oropeza
Address: 221 Simonton St -
Key West FL 33040

Bert Ovid Ware
Bert Ovid Ware, Sr.

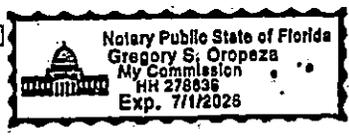
Dawn Thornburgh
Witness
Printed Name: DAWN THORNBURGH
Address: 1103 MARGARET ST, KW 33040

Cynthia Ann Ware
Cynthia Ann Ware

State of FL
County of Monroe

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 15th day of December, 2023 by Bert Ovid Ware, Sr. and Cynthia Ann Ware, who are personally known or have produced a driver's license as identification.

[Notary Seal]



Deon
Notary Public
Printed Name: _____
My Commission Expires: _____

Exhibit A

On Geiger Key, Monroe County, Florida and being a part of Government Lot 6, Section 26, Township 67 South, Range 26 East, but more particularly described as follows: COMMENCING at the Northwest corner of Government Lot 6 in Section 26, Township 67 South, Range 26 East, run South along the West line of Government Lot 6 a distance of 109.15 Feet to the point of intersection with the Southerly right-of-way line of Old State Road 4A, thence run Easterly along said Southerly right-of-way line 200.32 Feet to a Point Of Beginning. From said Point Of Beginning run South on a line parallel to the West line of said Government Lot 6, 140 Feet, more or less, to the Shoreline of the Straits Of Florida; thence run Easterly along the meander of said shoreline a distance of 124 Feet, more or less, to a point of intersection with a line parallel to the West line of the said Government Lot 6 and 314.27 Feet East of and at right angles to the said West line of Government Lot 6; thence run North along this last said parallel line 140 Feet, more or less, to the point of intersection with the Southerly right-of-way line of Old State Road No. 4A; thence run Westerly along said Southerly right-of-way back to the point of beginning.

AND

On Geiger Key and being a part of Government Lot 6, Section 26, Township 67 South, Range 26 East, Monroe County, Florida. BEGINNING on the North line of Government Lot 6, Section 26, Township 67 South, Range 26 East, 94.27 Feet East of the Northwest corner of said Government Lot 6; thence run East along the said North line 100 Feet to a point; thence at right angles and South run 200 Feet, more or less, to the Shoreline of the Straits Of Florida; thence meander said shoreline in a Westerly direction to a point of intersection with a line parallel to the West line of said Government Lot 6 and extending South through the Point Of Beginning; thence run North on said extended line back to the Point Of Beginning. LESS that portion of the above-described parcel of land which lies within the right-of-way of Old State Road No. 4A.

Doc # 2390057 Bk# 3192 Pg# 1282 Electronically Recorded 9/1/2022 at 3:36 PM Pages 8
Filed and Recorded in Official Records of MONROE COUNTY KEVIN MADOK
Electronically REC: \$69.50 Deed Doc Stamp \$31,500.00

RECEIVED
AUG 15 2024
MONROE COUNTY
PLANNING DEPT.

PREPARED BY:
Gregory S. Oropeza, Esq.
Oropeza, Stones & Cardenas, PLLC
221 Simonton Street
Key West, Florida 33040
Parcel ID No's: 00122160-000000
00141380-000000
Consideration \$4,500,000.00

RETURN TO:
Closing USA, LLC
7665 Omnitech Place
Victor, NT 14564
585.433.7100

[Space Above This Line for Recording Data]

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made this 31st day of August, 2022, by **PBP MARINA, INC., a Florida corporation**, whose mailing address is 5 Geiger Road, Key West, Florida 33040 ("**Grantor**"), and delivered to **Geiger Key Resort Propco, LLC, a Delaware limited liability company** whose mailing address is 3191 Grand Avenue, #331774, Miami, Florida 33133 ("**Grantee**"), (Wherever used herein, the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals and the successors and assigns of corporations and other entities.)

WITNESSETH:

That Grantor, for and in consideration of the sum of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, remise, transfer and convey unto Grantee forever, the following described land in Monroe County, Florida (the "**Property**"):

See "Exhibit A" attached.

TOGETHER WITH all the tenements, hereditaments, and appurtenances, with every privilege, right, title, interest and estate, reversion, remainder and easement thereto belonging or in anywise appertaining.

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

SUBJECT TO taxes and assessments for the year 2022 and subsequent years and title exceptions as set forth on Exhibit "B" attached; provided, however, the foregoing statement is not intended to and shall not be construed to reimpose any such matters.

Grantor hereby covenants with Grantee that, except for those matters described above, at the time of the delivery of this Deed, the Property was free from all encumbrances made by Grantor, and that Grantor will warrant and defend the title to the Property against the lawful claims and demands of all persons whomsoever lawfully claiming by, through or under Grantor herein, but against none other.

IN WITNESS WHEREOF, Grantor has executed this deed on the day and year first above written.

WITNESSES:

[Signature]
Print Name: Norman [unclear]

PBP Marina, Inc., a Florida corporation

[Signature]
By: Robert Mongelli, President
Its: President

[Signature]
Print Name: Gregory Orupza

STATE OF FLORIDA
COUNTY OF ~~PALM BEACH~~ Monroe

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 30th day of August, 2022, by Robert Mongelli as President of PBP Marina, Inc., a Florida corporation, on behalf of said company. He is personally known to me or has produced a driver's license as identification.

(AFFIX NOTARIAL SEAL)

My Commission Expiration
and Commission Number:

[Signature]
Notary Public – State of Florida
Print Name: _____

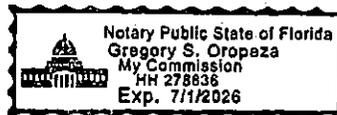


Exhibit "A" – Legal Description**(Tract 1)**

PARCEL A: A part of Government Lot 6, Section 26, Township 67 South, Range 26 East, on Geiger Key, Monroe County, Florida. COMMENCING at a point on the West line of Government Lot 6, Section 26, Township 67 South, Range 26 East, on Geiger Key, Monroe County, Florida, 25.12 feet South of the Northwest corner of said lot, run at right angles and East 334.27 feet to a point of intersection with the Southerly right of way line of Old State Road No. 4A, which point is the Point of Beginning of the parcel of land being described. From said point run Southwesterly along the said right of way line 20.62 feet to a point; thence run South 140 feet, more or less, to the shore line of the Straights of Florida; thence run Easterly meandering said shore line to a point of intersection with a line parallel to and 414.27 feet East of said West line of Government Lot 6; thence run North along said parallel 130 feet, more or less, to a point of intersection with the Southerly right of way line of Old State Road No. 4A; thence run Southwesterly along the said Southerly right of way line 82.49 feet back to the Point of Beginning. ALSO

PARCEL B: A part of Government Lot 6, Section 26, Township 67 South, Range 26 East, on Geiger Key, Monroe County, Florida. COMMENCING at the Northwest corner of Government Lot 6, Section 26, Township 67 South, Range 26 East, run East along the North line of Government Lot 6, 614.27 feet to a point, which point is the Point of Beginning of the land being described. From said Point of Beginning, continue running East along the North line of said Government Lot 6 for a distance of 120 feet; thence at a right angle run South for a distance of 110 feet, more or less, to the shoreline of the Straits of Florida; thence meander the said shoreline in a Westerly direction to a point directly South of the Point of Beginning of the land being described; thence run North for a distance of 125 feet, more or less, back to the Point of Beginning. ALSO

PARCEL C: A part of Government Lot 6, Section 26, Township 67 South, Range 26 East, on Geiger Key, Monroe County, Florida. COMMENCING at the Northwest corner of Government Lot 6, Section 26, Township 67 South, Range 26 East, run East along the North line of Government Lot 6, 734.27 feet to a point, which point is the Point of Beginning of the land being described. From said Point of Beginning, continue running East along the North line of said Government Lot 6 for a distance of 400.54 feet to the shoreline of the Straights of Florida; thence meander the said shoreline in a Westerly direction to a point directly South of the Point of Beginning; thence run Northerly along a line parallel to the Westerly line of Government Lot 6 back to the Point of Beginning. ALSO

PARCEL D: COMMENCING at the Northwest corner of Government Lot 6, Section 26, Township 67 South, Range 26 East, on Geiger Key, Monroe County, Florida; run East along the North line of said Government Lot 6, a distance of 514.27 feet to the Point of Beginning of the parcel of land being described. From said Point of Beginning, continue East 100 feet;

thence at right angles and South run 130 feet, more or less, to the shoreline of the Straits of Florida; thence meander the said shoreline in a Westerly direction to a point due South of the Point of Beginning; thence run North back to the Point of Beginning. ALSO

PARCEL E: A part of Government Lot 6, Section 26, Township 67 South, Range 26 East, on Geiger Key, Monroe County, Florida. COMMENCING at the Northwest corner of said Government Lot 6, run East along the North line of said Lot a distance of 514.27 feet to the Point of Beginning of the parcel of land being described. From said Point of Beginning, run South at right angles to the said North line a distance of 130 feet, more or less, to the shoreline of the Straits of Florida; thence run Westerly meandering the said shoreline to a point of intersection with a line parallel to and 414.27 feet East of the West line of Government Lot 6, Section 26, Township 67 South, Range 26 East;

thence run North along the said parallel line 130 feet, more or less, to the point of intersection with the Southerly right of way line of Old State Road No. 4A; thence in an Easterly direction run along the said Southerly right of way line 20.62 feet to the point of intersection with the North line of Government Lot 6; thence run East along the said North line 80 feet back to the Point of Beginning.

(Tract 2)

The following described land, situate, lying and being in the County of Monroe, State of Florida, to wit:

Lot 13, Block 2, Boca Chica Ocean Shores, Geiger Key, according to the Plat thereof, recorded in Plat Book 5, Page 49, of the Public Records of Monroe County, Florida.

File No: CL220024823CO

First American Title Insurance Company**COMMITMENT FOR TITLE INSURANCE****SCHEDULE B - PART II****Exceptions**Effective Date: **March 18, 2022**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. **Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date, but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this commitment.**
2. **General or special taxes and assessments for the current year and subsequent years, which are not yet due and payable.**
3. **Standard Exceptions:**
 - A. **Easements, claims of easements, boundary line disputes, overlaps, encroachments or other matters not shown by the public records which would be disclosed by an accurate survey of the land.**
 - B. **Rights or claims of parties in possession not shown by the public records.**
 - C. **Any lien, or right to a lien, for services, labor, or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.**
 - D. **Taxes or assessments which are not shown as existing liens in the public records.**
NOTE: Item 3A will be deleted from the policy upon receipt of an accurate survey of the land acceptable to the Company. Items 3B, 3C and 3D will be deleted from the policy upon receipt of an affidavit-indemnity acceptable to the Company, stating (i) who is in possession of the land, (ii) whether improvements to the land have been made or are contemplated to commence prior to the date of closing, which improvements will not have been paid for in full prior to the closing, and (iii) that there are no taxes or assessments which are not shown as existing liens in the public records.

ALTA Commitment (8-1-2016) (with Florida Modifications) – Schedule B - Part II

Page 8

This page is only a part of a 2016 ALTA® Commitment (with Florida Modifications) for Title Insurance issued by Closing USA, LLC (ALTA® Registry ID 1037729) as Agent for First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; Schedule B, Part II – Exceptions; and a counter-signature by the Company or its Issuing Agent which may be in electronic form.

4. **Any claim that any portion of the insured land is sovereign lands of the State of Florida, including submerged, filled or artificially exposed lands accreted to such land.**
5. **Any lien provided by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer or gas system supplying the insured land.**
6. **Any loss or damage arising from assessments occurring after date of policy resulting from the provisions contained in Florida Statute 720.3085(2), notwithstanding any assurances to the contrary in any ALTA PUD Endorsement Form 5 or Florida Endorsement Form 9 which may be attached to this Policy.**
7. **Riparian and/or littoral rights are not insured.**
8. **This policy does not insure the exact acreage of the premises described in Exhibit A herein.**
9. **Rights, public or private, in any road, street, highway or land bounding or affecting subject premises.**
10. **NOTE: If the proceeds of the loan to be secured by the insured mortgage are deposited with the Company or its authorized agent, Item 1 above shall be deemed deleted as of the time such funds are disbursed to or for the account of the borrower. Neither the Company nor its agent shall, however, be under any duty to disburse any sum except upon a determination that no such adverse intervening matters have appeared of record or occurred.**
11. **Rights, easements and encroachments, if any, for utility poles, wires, lines, guy wires, pipes, drains, and similar installations, together with such rights as may exist to operate, maintain and repair the same.**
12. **Any claim that the Title is subject to a trust or lien created under The Perishable Agricultural Commodities Act, 1930 (7 U.S.C. §§499a, et seq.) or the Packers and Stockyards Act (7 U.S.C. §§181 et seq.) or under similar state laws.**
13. **Any minerals or mineral rights leased, granted, or retained by current or prior owners.**
14. **Rights of tenants or parties in possession, if any.**
15. **Rights, if any, of the public to use as a public beach or recreation area any part of the land lying between the body of water abutting the subject property and the most inland of any of the following:**
 - a. **the natural line of vegetation,**
 - b. **the most extreme high water mark,**
 - c. **the bulkhead line, or**
 - d. **any other line which has been or which hereafter may be legally established as relating to such public use.**

16. Any land described in Schedule A herein which is artificially filled land in what was formerly navigable water is subject to the rights of the United States Government, arising by said government's control over navigable waters involving navigation and commerce.
17. Rights of the United States Government to that part of the Land, if any, being artificially filled-in land in what was formerly navigable waters in the interest of navigation and commerce:
18. The policy does not insure title to any part of the Land lying seaward of the most inland of:
 - a. the Mean High Water Line of the abutting body of water; or
 - b. the Erosion Control Line, if any, established as to said Land pursuant to Chapter 161, Florida Statutes.
19. The Coastal Construction Control Line, if any, affecting the Land established pursuant to Section 161.052 and Section 161.053, Florida Statutes, together with the statutory restrictions and requirements imposed in connection therewith, including the Disclosure and Survey requirements pursuant to Section 161.57, Florida Statutes.
20. Title to any portion of the Insured Land lying below the ordinary high water line (mark) of any navigable waterbody, unaffected by any fill, man-made jetties or bulkheads, is not insured.
21. The inalienable rights of the public to use the navigable waters covering a portion of the Insured Land for swimming, bathing, boating, fishing, and other purposes.
22. Title to personal property is not insured herein, including, but not limited to, any RV's which may be located on the lands insured by this policy.

NOTE: All documents recorded in the Public Land Records of Monroe County, Florida, unless otherwise noted.

ALTA Commitment (8-1-2016) (with Florida Modifications) -- Schedule B -- Part II

Page 10

This page is only a part of a 2016 ALTA® Commitment (with Florida Modifications) for Title Insurance issued by Closing USA, LLC (ALTA® Registry ID 1037729) as Agent for First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I -- Requirements; Schedule B, Part II -- Exceptions; and a counter-signature by the Company or its issuing Agent which may be in electronic form.

Monroe County, FL

RECEIVED

AUG 15 2024

MONROE COUNTY
PLANNING DEPT.

****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 00122180-000000
 Account# 1156230
 Property ID 1156230
 Millage Group 100B
 Location Address 3 GEIGER Rd, GEIGER KEY
 Legal Description 26 67 26 BOCA CHICA PT GOVT LOT 6 (7148 AC) OR388-1084 OR539-811 OR630-846 OR940-589 OR1072-703L/E OR1072-704 OR2409-1377 OR2409-1379 OR2779-1518D/C OR3255-2318
 (Note: Not to be used on legal documents.)
 Neighborhood 220
 Property Class SINGLE FAMILY RESID (0100)
 Subdivision
 Sec/Twp/Rng 26/67/26
 Affordable No
 Housing



Owner

GEIGER KEY RESORT PROPCO LLC
 10221 River Rd
 Unit 59831
 Potosac MD 20859

Valuation

	2023 Certified Values	2022 Certified Values	2021 Certified Values	2020 Certified Values
+ Market Improvement Value	\$157,050	\$157,050	\$137,844	\$137,844
+ Market Misc Value	\$30,265	\$30,752	\$30,708	\$31,195
+ Market Land Value	\$662,868	\$662,868	\$662,868	\$662,868
= Just Market Value	\$850,183	\$850,670	\$831,420	\$831,907
= Total Assessed Value	\$303,154	\$294,325	\$285,753	\$281,808
- School Exempt Value	(\$25,000)	(\$25,000)	(\$25,000)	(\$25,000)
= School Taxable Value	\$278,154	\$269,325	\$260,753	\$256,808

Historical Assessments

Year	Land Value	Building Value	Yard Item Value	Just (Market) Value	Assessed Value	Exempt Value	Taxable Value	Maximum Portability
2022	\$662,868	\$157,050	\$30,752	\$850,670	\$294,325	\$25,000	\$269,325	\$500,000
2021	\$662,868	\$137,844	\$30,708	\$831,420	\$285,753	\$25,000	\$260,753	\$500,000
2020	\$662,868	\$137,844	\$31,195	\$831,907	\$281,808	\$25,000	\$256,808	\$500,000
2019	\$662,868	\$139,933	\$31,681	\$834,482	\$275,473	\$25,000	\$250,473	\$500,000
2018	\$696,920	\$142,021	\$28,232	\$867,173	\$270,337	\$25,000	\$245,337	\$500,000

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

Land

Land Use	Number of Units	Unit Type	Frontage	Depth
RES WATERFRONT (010W)	31,139.00	Square Foot	0	0

Buildings

Building ID 7816
 Style STILT 1 STORY
 Building Type S.F.R. - R1 / R1
 Building Name
 Gross Sq Ft 4000
 Finished Sq Ft 1200
 Stories 2 Floor
 Condition AVERAGE
 Perimeter 140
 Functional Obs 0
 Economic Obs 0
 Depreciation % 35
 Exterior Walls DRYWALL
 Exterior Walls B & B
 Year Built 1966
 Effective Year Built 1992
 Foundation CONC PILINGS
 Roof Type GABLE/HIP
 Roof Coverage ASPHALT SHINGL
 Flooring Type CERM/CLAY TILE
 Heating Type NONE with DR NONE
 Bedrooms 2
 Full Bathrooms 2
 Half Bathrooms 0
 Grade 450
 Number of Fire Pl 0

Code	Description	Sketch Area	Finished Area	Perimeter
CPU	COVERED PARKING UNFIN	240	0	64
EUF	ELEV UNFIN FD	400	0	100
ELF	ELV FIN FD	346	0	112
FLA	FLOOR LIV AREA	1,200	1,200	140
OLUF	OP PRCH FIN UL	800	0	180
SBF	UTIL FIN BLK	1,014	0	206
TOTAL		4,000	1,200	802

Yard Items

Description	Year Built	Roll Year	Size	Quantity	Units	Grade
CONCRETE DOCK	1975	1976	3 x 87	1	261 SF	4
RW2	1975	1976	3 x 25	1	75 SF	4
CONCRETE DOCK	1975	1976	6 x 13	1	78 SF	1
CH LINK FENCE	1987	1988	5 x 240	1	1200 SF	1
GARAGE	1987	1988	24 x 40	1	960 SF	1
CH LINK FENCE	1966	1967	5 x 166	1	830 SF	1
SEAWALL	1975	1976	4 x 87	1	348 SF	2

Sales

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved	Grantor	Grantee
12/15/2023	\$900,000	Warranty Deed	2445386	3255	2318	39 - Unqualified	Improved		
4/16/2009	\$100	Quit Claim Deed		2409	1379	11 - Unqualified	Improved		
4/16/2009	\$100	Quit Claim Deed		2409	1377	11 - Unqualified	Improved		

Permits

Number	Date Issued	Date Completed	Amount	Permit Type	Notes
15101280	3/13/2015	3/31/2015	\$1,200	Residential	SEWERTIE IN

View Tax Info

[View Taxes for this Parcel](#)

Sketches (click to enlarge)



Photos



Map



TRIM Notice

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

The Monroe County Property Appraiser's office maintains data on property within the County for the purpose of determining responsibility for state's delinquent ad valorem tax (property) within the County. The Municipal Council's Property Appraiser's office is not responsible for any other purpose. Use the data provided respecting one parcel may not be accurate in all circumstances. By using this web site, you hereby understand and agree that the:

[User Privacy Policy](#) / [GDPR Privacy Notice](#)
 Last Data Upload: 5/30/2024, 5:21:31 AM

Contact Us



Monroe County, FL

RECEIVED

AUG 15 2024

MONROE COUNTY
PLANNING DEPT.

****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 00141380-000000
 Account# 1182745
 Property ID 1182745
 Millage Group 100B
 Location Address CARDINAL Ln, GEIGER KEY
 Legal Description BK 2 LT 13 BOCA CHICA OCEAN SHORES GEIGER KEY PB-5-49QR479-206 OR751-467 OR:1073-1515 OR1073-1514AFF OR2751-1435/36 OR3192-1282
 (Note: Not to be used on legal documents.)
 Neighborhood 201
 Property Class VACANT RES (0000)
 Subdivision BOCA CHICA OCEAN SHORES
 Sec/Twp/Rng 26/67/26
 Affordable Housing No



Owner

[GEIGER KEY RESORT PROPCO LLC](#)
 3191 Grand Ave
 # 331774
 Miami FL 33133

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	\$141,375	\$50	\$50	\$50
- Just Market Value	\$141,375	\$50	\$50	\$50
= Total Assessed Value	\$141,375	\$50	\$50	\$50
- School Exempt Value	\$0	\$0	\$0	\$0
= School Taxable Value	\$141,375	\$50	\$50	\$50

Historical Assessments

Year	Land Value	Building Value	Yard Item Value	Just (Market) Value	Assessed Value	Exempt Value	Taxable Value	Maximum Portability
2022	\$50	\$0	\$0	\$50	\$50	\$0	\$50	\$0
2021	\$50	\$0	\$0	\$50	\$50	\$0	\$50	\$0
2020	\$50	\$0	\$0	\$50	\$50	\$0	\$50	\$0
2019	\$50	\$0	\$0	\$50	\$50	\$0	\$50	\$0
2018	\$50	\$0	\$0	\$50	\$50	\$0	\$50	\$0

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

Land

Land Use	Number of Units	Unit Type	Frontage	Depth
RESIDENTIAL CANAL UNPERMITTED (D1CM)	6,500.00	Square Foot	0	0

Sales

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved	Grantor	Grantee
8/31/2022	\$4,500,000	Warranty Deed	2390057	3192	1282	05 - Qualified	Improved		
7/8/2015	\$35,000	Warranty Deed		2751	1435	37 - Unqualified	Vacant		
11/1/1988	\$25,000	Warranty Deed		1073	1515	Q - Qualified	Vacant		
1/1/1978	\$5,000	Conversion Code		751	467	Q - Qualified	Vacant		

View Tax Info

[View Taxes for this Parcel](#)

Photos



Map



TRIM Notice

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

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

The Monroe County Property Appraiser's office maintains data on property within the County solely for the purpose of valuing, but not providing, to secure a just valuation for administrative 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 any tax year may not be applicable for prior or subsequent years. If you request your data, you hereby understand and agree that the

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AUG 15 2024

**MONROE COUNTY
PLANNING DEPT.**



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Foreign Limited Liability Company
GEIGER KEY RESORT PROPCO, LLC

Filing Information

Document Number	M22000012029
FEI/EIN Number	88-3515953
Date Filed	08/02/2022
State	DE
Status	ACTIVE
Last Event	LC AMENDMENT
Event Date Filed	08/31/2022
Event Effective Date	NONE

Principal Address

10221 RIVER RD #59831
POTOMAC, MD 20859

Mailing Address

10221 RIVER RD #59831
POTOMAC, MD 20859

Registered Agent Name & Address

NORTHWEST REGISTERED AGENT LLC
7901 4 ST N STE 300
ST PETERSBURG, FL 33702

Authorized Person(s) Detail

Name & Address

Title MGR

Wyss, Jonathan
3191 GRAND AVENUE
#331774
Miami, FL 33133

Annual Reports

Report Year	Filed Date
2023	04/06/2023
2023	12/12/2023
2024	02/12/2024

Document Images

02/12/2024 -- ANNUAL REPORT	View image in PDF format
12/12/2023 -- AMENDED ANNUAL REPORT	View image in PDF format
04/06/2023 -- ANNUAL REPORT	View image in PDF format
08/31/2022 -- LC Amendment	View image in PDF format
08/02/2022 -- Foreign Limited	View image in PDF format

Florida Department of State, Division of Corporations

5/30/24, 9:53 AM

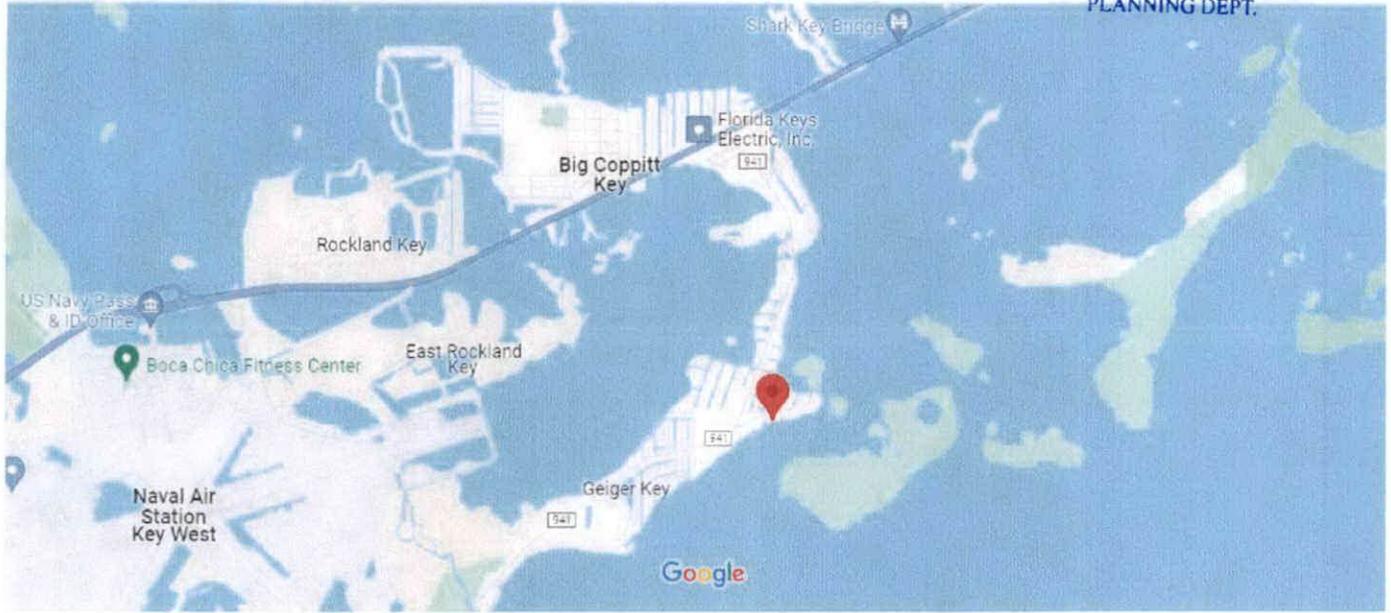
3 Geiger Rd - Google Maps

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MONROE COUNTY
PLANNING DEPT.

Google Maps 3 Geiger Rd



Map data ©2024 2000 ft

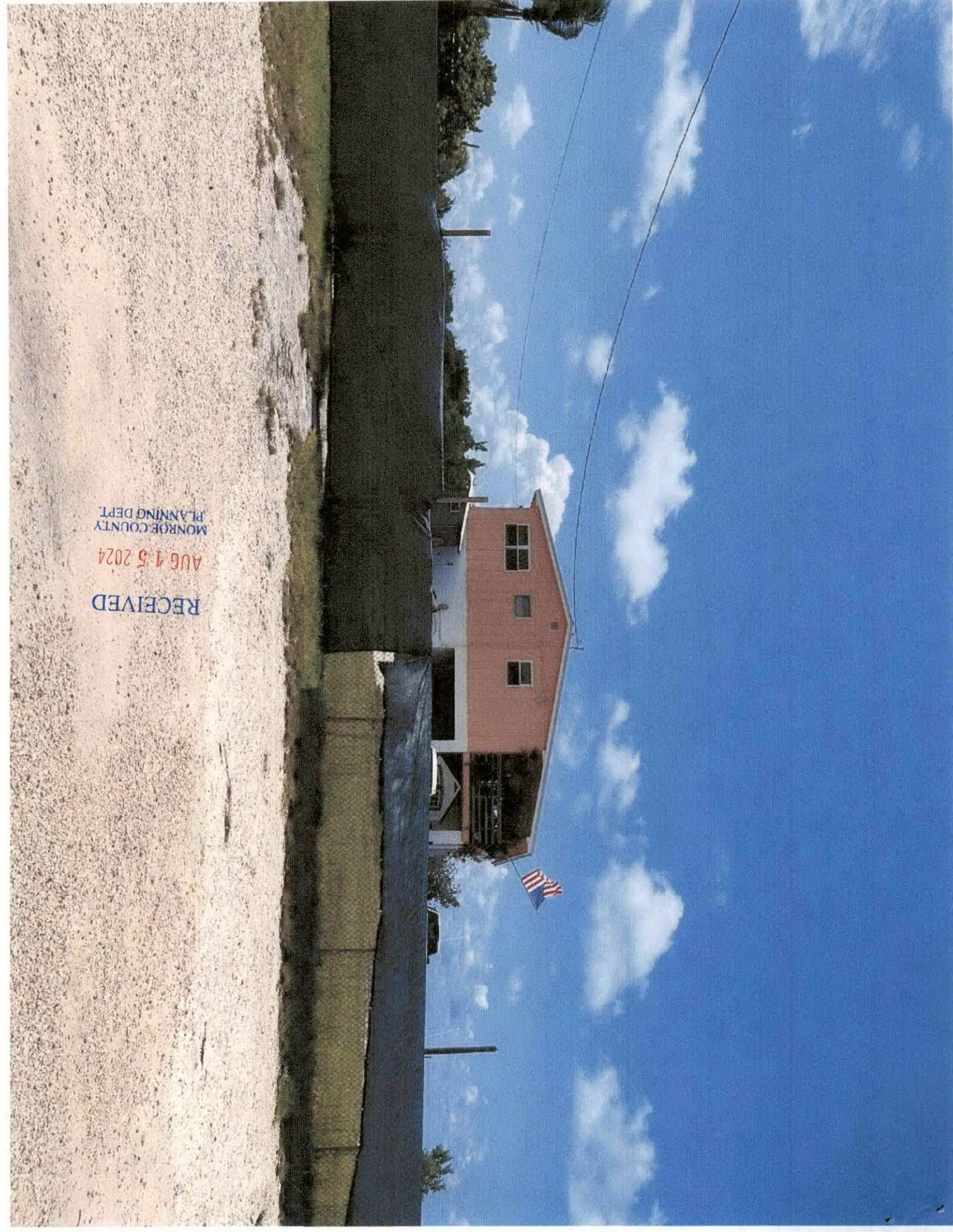
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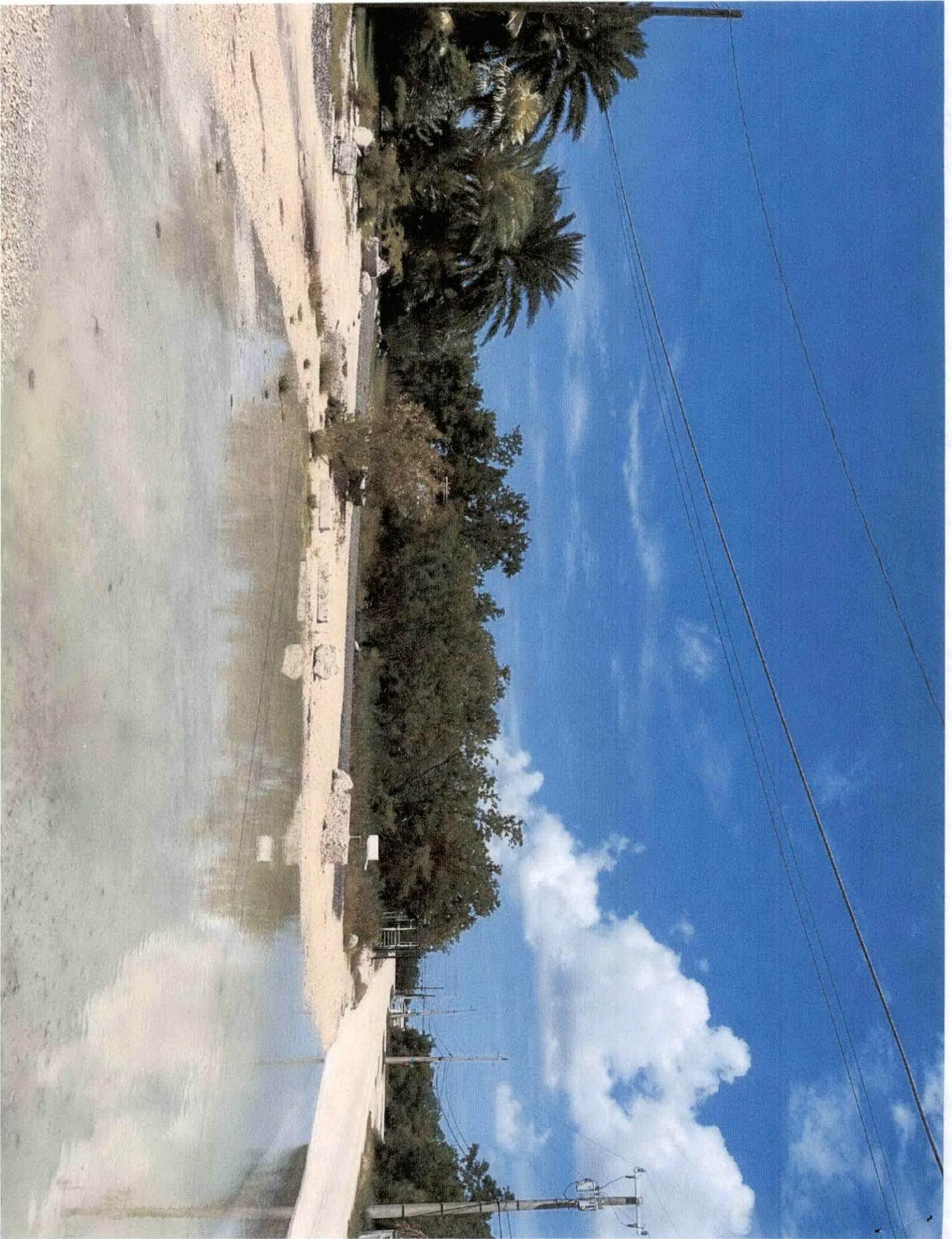
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ParcelId	OwnerName	OwnerAddress1	OwnerAddress2	OwnerAddress3	OwnerCityStZip	Country
00144290-000200	BARRETT DAVID	16 Church St	Ste 4A		Keene, NH 03431	
00141730-000000	BRANNAN TAMMY L	15 Cormorant Ln			Key West, FL 33040	
00141160-000000	CABANAS SUSAN	3 Parrot Ln			Key West, FL 33040	
00141240-000100	GARCIA MIGUEL A	8 Parrot Ln			Key West, FL 33040	
00141690-000000	HALL CHRISTOPHER LEE	11 Cormorant Ln			Key West, FL 33040	
00141390-000000	JONES ARIELLE D	19 Geiger Rd			Key West, FL 33040	
00144290-000000	KRUMEL COURTNEY B LIVING TRUST 4/19/2013	720 Whitmarsh Ln			Key West, FL 33040	
00141280-000000	MEEKER DEBORAH A	11 Cardinal Ln			Key West, FL 33040	
00141500-000000	STEPHENSON DANIEL K	8 Karakara Ln			Key West, FL 33040	
00122170-000000	SUAREZ JORGE AND OLGA REVOCABLE TRUST 02/18/2023	2100 SW 23rd St			Miami, FL 33145	
00141720-000000	UNITED STATES OF AMERICA	PO BOX 10068			CHARLESTON, SC 29411	
00147019-013300	USA NATIONAL AIR STATION KEY WEST	PO Box 9001			Key West, FL 33040	
00144280-000000	USA NAVAL AIR STATION KEY WEST	PO Box 9001			Key West, FL 33040	
00141200-000000	YATES DAVID A	6 Parrot Ln			Key West, FL 33040	

ParcelId	OwnerName	OwnerAddress1	OwnerAddress2	OwnerAddress3	OwnerCityStZip	Country
00141810-000000	BEARDSLEE ROBERT L	10160 Hobby Horse Ln			Mentor, OH 44060	
00141730-000000	BRANNAN TAMMY L	15 Cormorant Ln			Key West, FL 33040	
00141160-000000	CABANAS SUSAN	3 Parrot Ln			Key West, FL 33040	
00141580-000000	CHILENSKI ARTHUR	194 Osborne Ave			Bay Head, NJ 08742	
00141250-000000	GARCIA MIGUEL A	8 Parrot Ln			Key West, FL 33040	
00141640-000000	GRAHAM HALEY	7 Cormorant Ln			Key West, FL 33040	
00141690-000000	HALL CHRISTOPHER LEE	11 Cormorant Ln			Key West, FL 33040	
00141390-000000	JONES ARIELLE D	19 Geiger Rd			Key West, FL 33040	
00141280-000000	MEEKER DEBORAH A	11 Cardinal Ln			Key West, FL 33040	
00141610-000000	RENOUF NEIL	3 Cormorant Ln			Key West, FL 33040	
00141840-000000	ROCKTESCHEL ELKE F	1481 Boca Chica Rd			Key West, FL 33040	
00141680-000000	ROTHER JR RICHARD J	801 Fairway Dr			Columbia, MO 65201	
00141830-000000	RUSAK DALLAS	1485 Boca Chica Rd			Key West, FL 33040	
00122210-000000	STATE OF FLA DEPT OF TRANSPORTATION	1000 NW 111th Ave			Miami, FL 33172	
00141500-000000	STEPHENSON DANIEL K	8 Karakara Ln			Key West, FL 33040	
00141780-000000	STORY ROBERT W AND ESTER A REVOCABLE TRUST 05/09/2024	6128 FOSTER STREET			JUPITER, FL 33458	
00122170-000000	SUAREZ JORGE AND OLGA REVOCABLE TRUST 02/18/2023	2100 SW 23rd St			Miami, FL 33145	
00141720-000000	UNITED STATES OF AMERICA	PO BOX 10068			CHARLESTON, SC 29411	
00147019-000900	USA NATIONAL AIR STATION KEY WEST	PO Box 9001			Key West, FL 33040	





SURVEYOR'S OBSERVATIONS:

- △ Subject's fence appears to lie a maximum distance of 0.8 feet over the northerly property line.
- △ Subject's fence appears to lie a maximum distance of 1.6 feet over the westerly property line.
- △ Subject's fence appears to lie a maximum distance of 1.3 feet over the easterly property line.

MISCELLANEOUS NOTES:

1. There is direct access to the subject property via Geiger Road & Old State Road 4A, both public right-of-way.
2. The locations of all utilities shown on the survey are from visible surface evidence only.
3. The posted address on site is 3 Geiger Rd, Way West, FL 33040
4. At the time of this survey, there was no observable surface evidence of earth moving work, building construction or building additions within recent months.
5. At the time of this survey, there was no observable evidence of the subject property being used as a solid waste dump, sump or sanitary landfill.
6. At the time of this survey, there was no observable evidence of any recent changes in street right-of-way lines either completed or proposed, and available from the controlling jurisdiction.
7. At the time of this survey, there was no observable evidence of any recent street or sidewalk construction or repairs.
8. The Property surveyed and shown hereon is the same property described in Schedule A of Old Republic National Title Insurance Company Title Commitment No. 1369621 with an effective date of February 3, 2023 @ 11:00 P.M.
9. Preliminary Flood Zone location shown is approximate based upon scaled map from Monroe County or G.S. Not FEMA Map.

BASIS OF BEARING:

The basis for all bearings shown hereon is the Northern Right-of-Way of Old State Road 4-1, known as being N 75°33'43" E, per 2523, page 492 of the Monroe County Records.

ZONING:

NO ZONING INFORMATION PROVIDED AS OF 5-5-2023

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
COMMITMENT NO. 1369621- SCHEDULE A:**

Schedule A Description

Staits of Florida; thence run Easterly along the meander of said shoreline a distance of 124 Feet, more or less, to a point of intersection with a line parallel to the West line of the said Government Lot 6 and 314.27 Feet East of end at right angles to the said West line of Government Lot 6; thence run North along this last said parallel line 140 Feet, more or less, to the point of intersection with the Southerly right-of-way line of Old State Road No. 4A; thence run Westerly along said Southerly right-of-way back to the point of beginning.

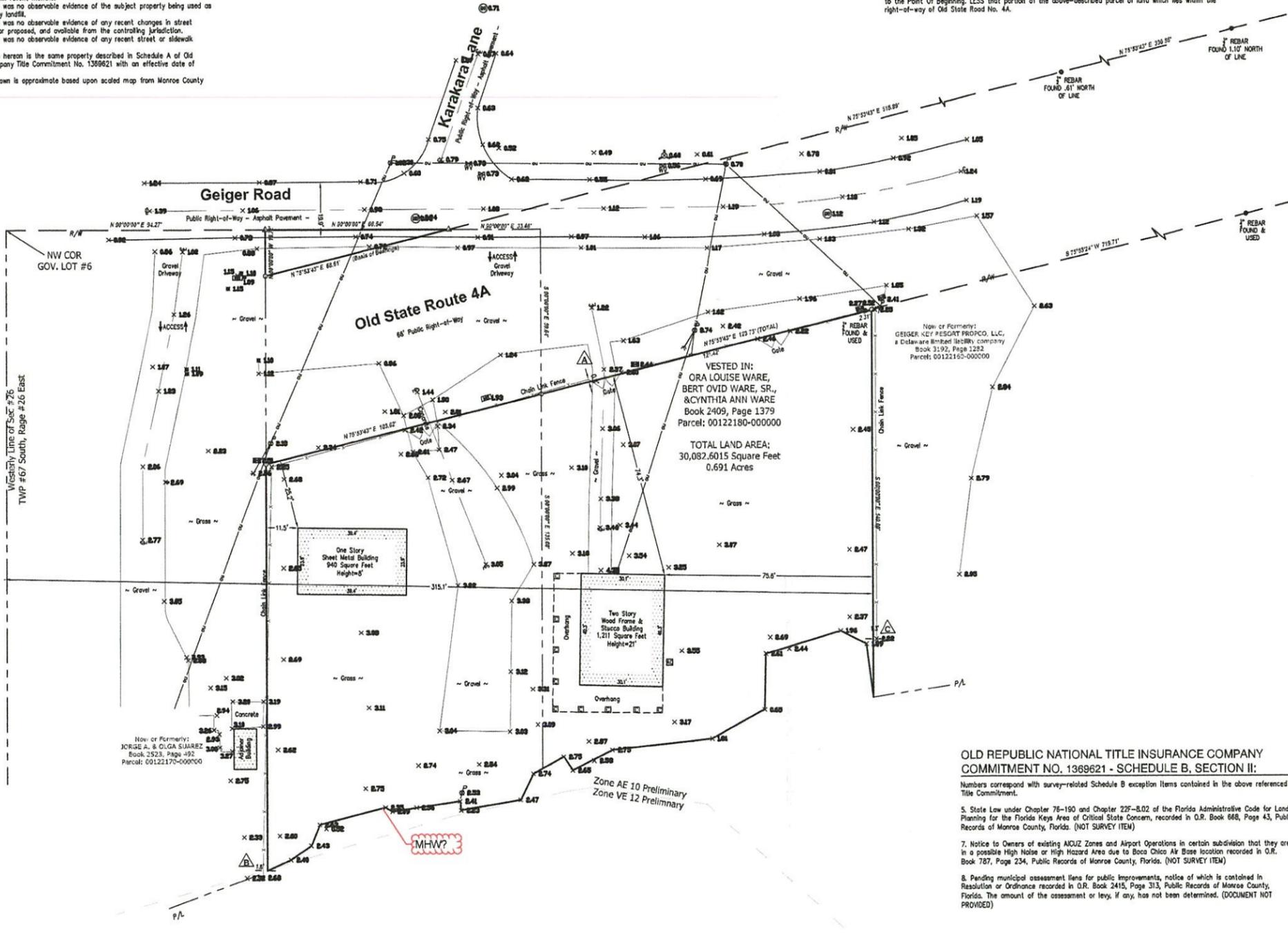
On Geiger Key and being a part of Government Lot 6, Section 26, Township 67 South, Range 26 East, Monroe County, Florida. BEGINNING on the North line of Government Lot 6, Section 26, Township 67 South, Range 26 East, 94.27 Feet East of the Northwest corner of said Government Lot 6; thence run East along the said North line 100 Feet to a point; thence at right angles and South run 200 Feet, more or less, to the Shoreline of the Straits of Florida; thence meander said shoreline in a Westerly direction to a point of intersection with a line parallel to the West line of said Government Lot 6 and extending South through the Point of Beginning; thence run North on said extended line back to the Point of Beginning. LESS that portion of the above-described parcel of land which lies within the right-of-way of Old State Road No. 4A.



VICINITY MAP
NOT TO SCALE

SYMBOL LEGEND

R/W	- Right-of-Way
P/L	- Adjoiner Property Line
—	- Centerline
○	- Monumentation Found as Noted
○	- 5/8" Iron Pin w/ Cap Set
○	- Stamped "PSM 7351"
XX	- No. of Regular Parking Spaces
XX	- No. of Handicap Parking Spaces
○	- Manhole
○	- Fire Hydrant
○	- Water Valve
○	- Sewer Meter
○	- Electric Meter
○	- Air Condition Unit
○	- Ballard Post
○	- Column
○	- Sign
○	- Mail Box
○	- Utility Pole
○	- Guy Wire
○	- Chain Link Fence (As Noted)
○	- Gravel Area
○	- Wall (As Noted)
○	- No Parking Area
○	- Building Area
△	- Surveyor's Observation
△	- MAG Nail or PK Nail Set



VESTED IN:
ORA LOUISE WARE,
BERT OVID WARE, SR.,
& CYNTHIA ANN WARE
Book 2409, Page 1379
Parcel: 00122180-000000

TOTAL LAND AREA:
30,082.6015 Square Feet
0.691 Acres

Now or Formerly:
GEIGER KEY RESORT PROPCO, LLC,
a Delaware limited liability company
Book 3192, Page 1282
Parcel: 00122165-000000

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2024-161
AUG 15 2024
MONROE COUNTY
PLANNING DEPT.

CERTIFICATION:

To: Old Republic National Title Insurance Company:
This is to certify that this map or plot and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items 2, 3, 4, 5, 6(a), 7(a), 7(b)(1), 7(c), 8, 9, 13, 16, 17 and 18 (depict apartment easements from provided record documents) and 20 (We will need elevation shots for every 75ft on the roads) of Table A thereof. The field work was completed on (April 24, 2023).
Date of Plot or Map: May 6, 2023

I hereby certify that this drawing correctly depicts the description shown hereon as prepared under my direction and this drawing was made in accordance with minimum technical standards adopted by the Florida Division of Consumer Services Agriculture Division of the Florida Administrative Code, pursuant to Section 5J-17.050-062 F.A.C.

By: Timothy L. Fish, PSM
Florida Professional Surveyor and Mapper No. LS 6819
Florida Certificate of Authorization No. LB 7351
For and on behalf of Millman Surveying, Inc.

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
COMMITMENT NO. 1369621 - SCHEDULE B, SECTION II:**

- Numbers correspond with survey-related Schedule B exception items contained in the above referenced Title Commitment.
5. State Law under Chapter 76-190 and Chapter 225-8.02 of the Florida Administrative Code for Land Planning for the Florida Keys Area of Critical State Concern, recorded in O.R. Book 668, Page 43, Public Records of Monroe County, Florida. (NOT SURVEY ITEM)
 7. Notice to Owners of existing AQUIZ Zones and Airport Operations in certain subdivision that they are in a possible High Noise or High Hazard Area due to Boca Chico Air Base location recorded in O.R. Book 787, Page 234, Public Records of Monroe County, Florida. (NOT SURVEY ITEM)
 8. Pending municipal assessment liens for public improvements, notice of which is contained in Resolution or Ordinance recorded in O.R. Book 2415, Page 313, Public Records of Monroe County, Florida. The amount of the assessment or levy, if any, has not been determined. (DOCUMENT NOT PROVIDED)

LINE BEARING	DISTANCE
L1 N 04°29'49" W 19.73	
L2 N 82°27'31" W 10.63	
L3 S 73°20'20" W 28.30	
L4 S 01°29'29" W 20.25	
L5 S 01°29'29" W 21.61	
L6 N 84°12'28" E 36.88	
L7 S 09°42'43" W 15.99	
L8 N 33°28'52" W 16.97	
L9 S 81°45'25" W 10.02	
L10 S 33°42'13" W 12.31	
L11 S 02°29'22" W 21.97	
L12 S 06°24'21" E 13.32	
L13 S 04°14'41" W 12.21	
L14 S 02°02'02" W 22.80	
L15 S 75°51'37" W 24.33	
L16 S 23°02'42" W 8.18	
L17 N 82°42'30" E 12.10	

48 HOURS BEFORE YOU DIG
CALL SUNSHINE
1-800-432-4770
IT'S THE LAW IN FLORIDA

TOTAL LAND AREA:
30,082.6015 Square Feet
0.691 Acres

PARKING:
There are no striped parking spaces on the subject property.

FLOOD ZONE:
By scaled map location and graphic plotting only, the subject property appears to lie entirely in Zone AE (Special Flood Hazard Area: Base flood elevations determined.) according to the Flood Insurance Rate Map for the County of Monroe, State of Florida, Community Panel No. 12087C1334K, Effective Date February 16, 2005.

REVISION HISTORY		
BY:	DATE:	COMMENT:

millman
National Land Services
Transforming the Industry
Surveying
Zoning
Environmental
Real Support - Title Review
Millman Surveying, Inc.
Corporate Headquarters
4111 Bradley Circle NW
Canton, OH 44718
Phone: 800-520-1010
Fax: 330-342-0834
www.millmanland.com
landsurveyors@millmanland.com

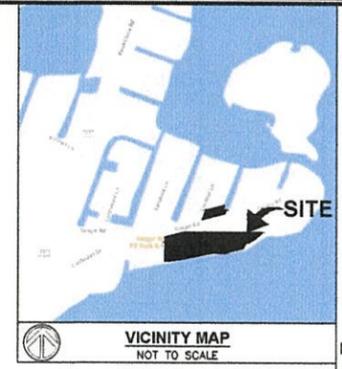
BOUNDARY & ALTA/NSPS
LAND TITLE SURVEY
PREPARED FOR:
PARAKEET COMMUNITIES
10221 River Road 59831
Potomac, Maryland 20859

3 Geiger Road
City of Key West
County of Monroe
State of Florida
33040



PRELIMINARY FOR REVIEW ONLY

Surveyor's Seal
Sheet No. **1** of **1**
MSI Project No. 56460
PC: TRM
PM: CAL
Drafter: IMG



millman
National Land Services
Transforming the Industry
Surveying
Zoning
Environmental
Real Support - Title Review
Millman Surveying, Inc.
Corporate Headquarters
4111 Bradley Circle NW
Canton, OH 44718
Phone: 800-520-1010
Fax: 330-342-0834
www.millmanland.com
landsurveyors@millmanland.com

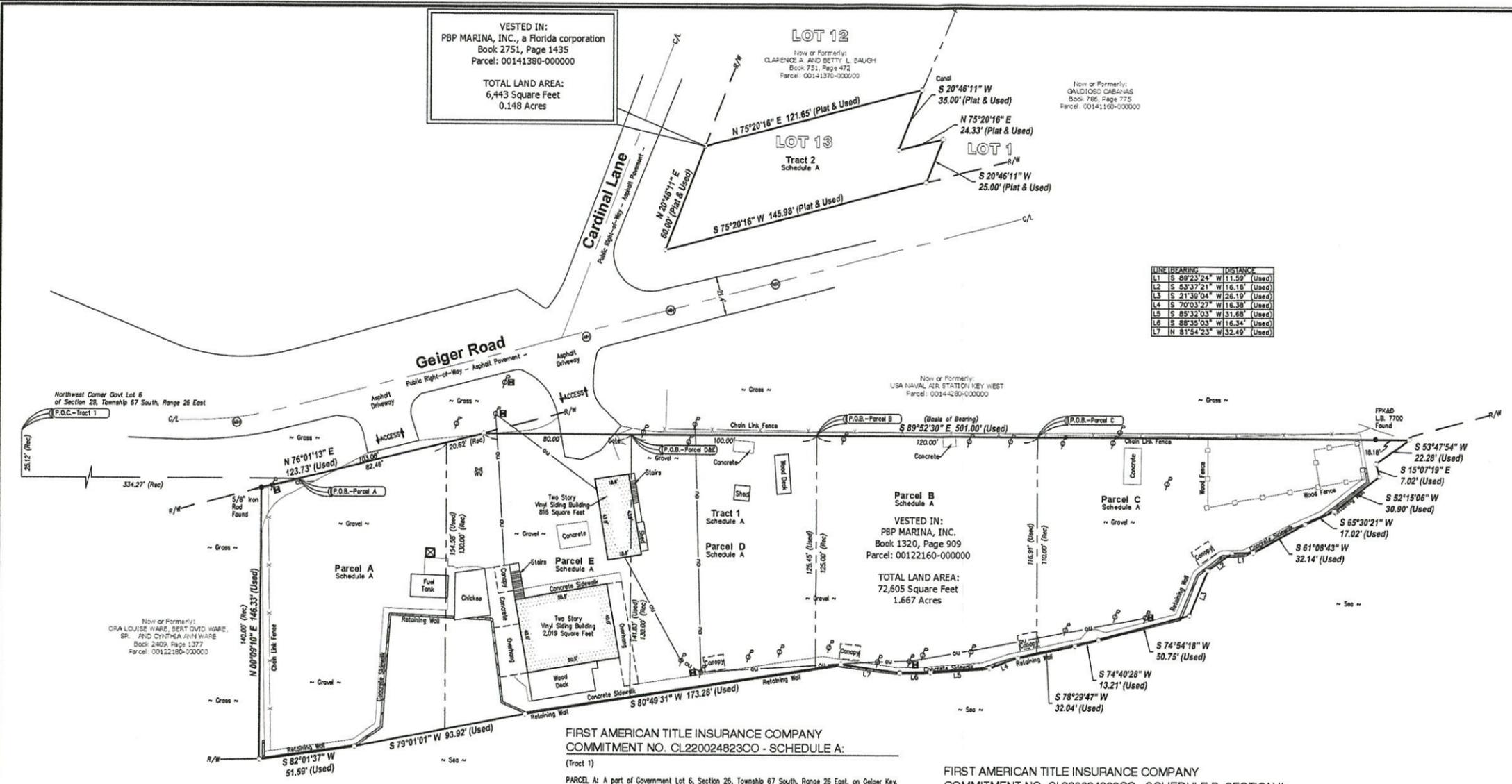
VESTED IN:
PBP MARINA, INC., a Florida corporation
Book 2751, Page 1435
Parcel: 00141380-000000

TOTAL LAND AREA:
6,443 Square Feet
0.148 Acres

LINE BEARING	DISTANCE
L1 S 89°23'24" W 11.59' (Used)	
L2 S 53°37'21" W 16.16' (Used)	
L3 S 21°33'04" W 26.19' (Used)	
L4 S 70°03'22" W 18.38' (Used)	
L5 S 85°32'03" W 31.68' (Used)	
L6 S 88°35'03" W 16.34' (Used)	
L7 N 81°54'23" W 32.49' (Used)	

SYMBOL LEGEND

- R/W - Right-of-Way
- P/L - Adjoiner Property Line
- E - Centerline
- - Monumentation Found as Noted
- - 5/8" Iron Pin w/Cap Set Stamped "LB 7351"
- P.O.B. - Place/Point of Beginning
- - No. of Regular Parking Spaces
- - No. of Handicap Parking Spaces
- - Manhole
- - Water Valve
- - Electric Meter
- - Electric Transformer
- - Flag Pole
- - Utility Pole
- - Chain Link Fence (As Noted)
- - Wood Fence (As Noted)
- - Overhead Utilities
- - Wall (As Noted)
- - No Parking Area
- - Building Area



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FIRST AMERICAN TITLE INSURANCE COMPANY
COMMITMENT NO. CL220024823CO - SCHEDULE A:
(Tract 1)

PARCEL A: A part of Government Lot 6, Section 26, Township 67 South, Range 26 East, on Geiger Key, Monroe County, Florida. COMMENCING at a point on the West line of Government Lot 6, Section 26, Township 67 South, Range 26 East, on Geiger Key, Monroe County, Florida, 251.2 feet South of the Northwest corner of said lot, run at right angles and East 334.27 feet to a point of intersection with the Southerly right of way line of Old State Road No. 4A, which point is the Point of Beginning of the parcel of land being described. From said point run Southwesterly along the said right of way line 20.82 feet to a point; thence run South 140 feet, more or less, to the shore line of the Straits of Florida; thence run Easterly meandering said shore line to a point of intersection with a line parallel to and 414.27 feet East of said West line of Government Lot 6; thence run North along said parallel 130 feet, more or less, to a point of intersection with the Southerly right of way line of Old State Road No. 4A; thence run Southwesterly along the said Southerly right of way line 82.49 feet back to the Point of Beginning. ALSO

PARCEL B: A part of Government Lot 6, Section 26, Township 67 South, Range 26 East, on Geiger Key, Monroe County, Florida. COMMENCING at the Northwest corner of Government Lot 6, Section 26, Township 67 South, Range 26 East, run East along the North line of Government Lot 6, 614.27 feet to a point, which point is the Point of Beginning of the land being described. From said Point of Beginning, continue running East along the North line of said Government Lot 6 for a distance of 120 feet; thence at a right angle run South for a distance of 110 feet, more or less, to the shoreline of the Straits of Florida; thence meander the said shoreline in a Westerly direction to a point directly South of the Point of Beginning of the land being described; thence run North for a distance of 125 feet, more or less, back to the Point of Beginning. ALSO

PARCEL C: A part of Government Lot 6, Section 26, Township 67 South, Range 26 East, on Geiger Key, Monroe County, Florida. COMMENCING at the Northwest corner of Government Lot 6, Section 26, Township 67 South, Range 26 East, run East along the North line of Government Lot 6, 734.27 feet to a point, which point is the Point of Beginning of the land being described. From said Point of Beginning, continue running East along the North line of said Government Lot 6 for a distance of 400.54 feet to the shoreline of the Straits of Florida; thence meander the said shoreline in a Westerly direction to a point directly South of the Point of Beginning; thence run Northwesterly along a line parallel to the West line of Government Lot 6 back to the Point of Beginning. ALSO

PARCEL D: COMMENCING at the Northwest corner of Government Lot 6, Section 26, Township 67 South, Range 26 East, on Geiger Key, Monroe County, Florida; run East along the North line of said Government Lot 6, a distance of 514.27 feet to the Point of Beginning of the parcel of land being described. From said Point of Beginning, continue East 100 feet; thence at right angles and South run 130 feet, more or less, to the shoreline of the Straits of Florida; thence meander the said shoreline in a Westerly direction to a point due South of the Point of Beginning; thence run North back to the Point of Beginning. ALSO

PARCEL E: A part of Government Lot 6, Section 26, Township 67 South, Range 26 East, on Geiger Key, Monroe County, Florida. COMMENCING at the Northwest corner of said Government Lot 6, run East along the North line of said Lot a distance of 514.27 feet to the Point of Beginning of the parcel of land being described. From said Point of Beginning, run South at right angles to the said North line a distance of 130 feet, more or less, to the shoreline of the Straits of Florida; thence run Westerly meandering the said shoreline to a point of intersection with a line parallel to and 414.27 feet East of the West line of Government Lot 6, Section 26, Township 67 South, Range 26 East; thence run North along the said parallel line 130 feet, more or less, to the point of intersection with the Southerly right of way line of Old State Road No. 4A; thence in an Easterly direction run along the said Southerly right of way line 20.82 feet to the point of intersection with the North line of Government Lot 6; thence run East along the said North line 80 feet back to the Point of Beginning.

(Tract 2)
The following described land, situate, lying and being in the County of Monroe, State of Florida, to wit: Lot 13, Block 2, Boca Chico Ocean Shores, Geiger Key, according to the Plat thereof, recorded in Plat Book 5, Page 48, of the Public Records of Monroe County, Florida.

FIRST AMERICAN TITLE INSURANCE COMPANY
COMMITMENT NO. CL220024823CO - SCHEDULE B, SECTION II:
There are no survey-related Schedule B exception items contained in the above referenced Title Commitment.

BASIS OF BEARING:
The basis for all bearings shown herein is the NAD83 Florida State Plane Coordinate System East Zone known as being S 89°52'30" E.

MISCELLANEOUS NOTES:

- There is direct access to the subject property via Geiger Road, a public right-of-way.
- The locations of all utilities shown on the survey are from visible surface evidence only.
- The posted address on site is 5 Geiger Road, Key West, FL 33040.
- At the time of this survey, there was no observable surface evidence of earth moving work, building construction or building additions within recent months.
- At the time of this survey, there was no observable evidence of the subject property being used as a solid waste dump, sump or sanitary landfill.
- At the time of this survey, there was no observable evidence of any recent changes in street right-of-way lines either completed or proposed, and available from the controlling jurisdiction.
- At the time of this survey, there was no observable evidence of any recent street or sidewalk construction or repairs.
- The Property surveyed and shown herein is the same property described in Schedule A of Frat American Title Insurance Company Title Commitment No. CL220024823CO with an effective date of March 18, 2022.

SURVEYOR'S OBSERVATIONS:
At the time of this survey, there was no visible evidence of encroachments or violations.

ZONING:
As of May 5, 2022 we have not yet received the current zoning information.

PARKING:
There are no striped parking spaces on the subject property.

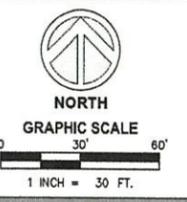
TOTAL LAND AREA (Tract 1):
72,605 Square Feet
1.667 Acres

TOTAL LAND AREA (Tract 2):
6,443 Square Feet
0.148 Acres

FLOOD ZONE:
By scaled map location and graphic plotting only, the subject property appears to lie entirely in Zone VE (Special Flood Hazard Area; Coastal flood with velocity hazard (wave action); Base flood elevations determined) according to the Flood Insurance Rate Map for the County of Monroe, State of Florida, Community Panel No. 1208701534K, Effective Date February 16, 2005.

CERTIFICATION:
To: Frat State Bank of the Florida Keys, Geiger Key Resort Propts, LLC, Wood Oviatt Gilman LLP, CoalingUSA, LLC and Frat American Title Insurance Company.
This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items 2, 3, 4, 6(a), 7(a), 7(b)(1), 7(c), 8, 9, 13, 16, 17, 18, and 20 of Table A thereof. The field work was completed on April 23, 2022.
Date of Plat or Map: May 5, 2022

By: Timothy L. Fish, PSM
Florida Professional Surveyor and Mapper No. LS 6819
Florida Certificate of Authorization No. LB 7351
For and on behalf of Millman Surveying, Inc.



REVISION HISTORY

BY:	DATE:	COMMENT:
ROM	5/13/2022	SURVEYOR COMMENTS
CDH	5/18/2022	SURVEYOR COMMENTS
ROM	8/26/2022	CLIENT COMMENTS
ROM	12/14/2022	CLIENT COMMENTS

Sheet No. **1** of **1**
MSI Project No. 53433
PC: AEW
PM: CDH
Drafter: AMV

ALTA/NSPS LAND TITLE SURVEY PREPARED FOR:

Parakeet Communities
10221 River Road, 58831
Potomac, MD 20859