

**File #:** 2024-041

**Owner's Name:** Blackstone Group Tavernier  
925, LLC & The Vestcor  
Companies, Inc.

**Applicant:** Smith Hawks, PL

**Agent:** Barton W. Smith /  
Jess Miles Goodall

**Type of Application:** Development Agreement

**Location:** Tavernier

**Parcel ID No:** 00490250-000000  
00089490-000000

**Additional Information added to File 2024-041**

**End of Additional File 2024-041**

## MEMORANDUM

To: Janene Sclafani  
Naresh Kotari  
Vivek Reddy, P.E.

From: Karl Peterson, P.E.  
Mimi Hurwitz  
Bart Smith, Esq.  
Jess Miles Goodall, Esq.

Date: February 7, 2025

Subject: Mixed-Use Development – (File No. 2022-053)  
Institutional Use – Traffic Impacts

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The Mixed-Use Development project (consisting of a supermarket, a liquor store, and multifamily housing) is proposed to be located generally on the east (ocean) side of Overseas Highway / US 1 between Orange Blossom Road and Garden Street in Tavernier, Monroe County, Florida. More specifically, the subject site is located at 92501 Overseas Highway, near mile marker 92.5. A Project Location Map is presented in Attachment A to this memorandum.

The proposed development program consists of a 47,240 square foot supermarket, 86 multifamily residential dwelling units in a low-rise (i.e. two floors) format and a 2,100 square foot liquor store. A traffic impact study has been prepared for this Mixed-Use Development and the latest version is dated December 2024.

Based upon our recent conversations, we understand that a 350 square foot space for an institutional use will be located within the residential component as per the latest MCUP and Development Agreement. Specifically, this space will be utilized as an office for the non-profit organization AH of Monroe County. Based upon discussions with the director of AH Monroe County, this office will have one to two employees and will be open Monday through Friday. Their focus will be on housing needs / housing assistance and will serve the residents of the proposed Mixed-Use Development as well as residents in the unincorporated areas of the Upper Keys (i.e. Tavernier and Key Largo).

### **Trip Generation Analysis**

A trip generation analysis has been conducted for the proposed office space. The analysis was performed utilizing the trip generation rates and equations published in the Institute of Transportation Engineer's (ITE) *Trip Generation Manual (11<sup>th</sup> Edition)*. The trip generation analysis was undertaken for daily, AM, and PM peak hour conditions. According to the referenced ITE manual, the most appropriate land use category and corresponding trip generation rates for the proposed use / tenant are presented on the following page. Relevant excerpts from the ITE manual are presented in Attachment B.

## ITE Land Use #712 – Small Office Building

- Weekday<sup>1</sup>:             $T = 14.39 (X)$   
                               *where  $T$  = number of trips and  $X$  = 1,000 square feet of gross floor area*
- AM Peak Hour:       $T = 1.67 (X)$  (82% in / 18% out)
- PM Peak Hour:       $T = 2.16 (X)$  (34% in / 66% out)

Utilizing the above-listed trip generation rates from the referenced ITE manual, a trip generation analysis was undertaken for the proposed institutional office use on the subject site. The results of this effort are documented in Table 1 below.

| <b>Table 1</b><br><b>Mixed-Use Development - Institutional Use</b><br><b>Trip Generation Summary</b><br><b>Tavernier, Florida</b> |        |             |                    |     |       |                    |     |       |
|---|--------|-------------|--------------------|-----|-------|--------------------|-----|-------|
| Land Use  | Size   | Daily Trips | AM Peak Hour Trips |     |       | PM Peak Hour Trips |     |       |
|   |        |             | In                 | Out | Total | In                 | Out | Total |
| <i>Proposed</i><br>Small Office Building  | 350 SF | 5           | 1                  | 0   | 1     | 0                  | 1   | 1     |

*Compiled by: KBP Consulting, Inc. (February 2025).*

*Source: Institute of Transportation Engineers (ITE) Trip Generation Manual (11th Edition).*

As indicated in Table 1 above, the proposed institutional office use is anticipated to generate five (5) daily vehicle trips, one (1) inbound trip in the AM peak hour, and one (1) outbound trip during the typical afternoon peak hour.

## Traffic Impacts

As indicated by the trip generation analysis, the number of daily trips (i.e. 5) and peak hour trips (i.e. 1 in the AM peak hour and 1 in the PM peak hour) generated by the proposed institutional office use is minimal and will have a negligible impact on the surrounding roadway network. Additionally, it is likely that the number of daily trips is overestimated due to the lack of trip generation data for Saturdays and Sundays.

And concerning the traffic mitigation required as a result of the Mixed-Use Development project, the inclusion of this 350 square foot institutional office use is not expected to increase the impact on Segment 21 since the primary service area for this element will be the unincorporated areas of the Upper Keys; specifically, Tavernier and Key Largo.

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<sup>1</sup> This land use lacks data for Saturdays and Sundays. As such the daily rate is based solely upon the weekday trip generation data.

# **Attachment A**

## **Project Location Map**



# **Attachment B**

**Relevant Excerpts from the ITE  
*Trip Generation Manual (11<sup>th</sup> Edition)***

# Land Use: 712

## Small Office Building

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### Description

A small office building is the same as a general office building (Land Use 710) but with less than or equal to 10,000 square feet of gross floor area. The building typically houses a single tenant. It is a location where affairs of a business, commercial or industrial organization, or professional person or firm are conducted. General office building (Land Use 710) is a related use.

### Additional Data

Attorney office, mortgage company, financial advisor, insurance agency, home health care provider, and real estate company are examples of tenants included in the small office building database. The diversity of employer types results in a wide range in employee density in the database. Densities range from a high of 1,300 to a low of 240 square feet per employee with an overall average of nearly 600 square feet per employee (a value much larger than the average observed in a general office building study sites).

In addition to the significant difference in employee density, small office buildings tend to be dominated by a single tenant (or very few) that are more service-oriented than a typical general office building. The result is more frequent and regular visitors and higher trip generation rates.

The technical appendices provide supporting information on time-of-day distributions for this land use. The appendices can be accessed through either the ITETripGen web app or the trip generation resource page on the ITE website (<https://www.ite.org/technical-resources/topics/trip-and-parking-generation/>).

The sites were surveyed in the 1980s and the 2010s in Alberta (CAN), California, Texas, and Wisconsin.

### Source Numbers

418, 890, 891, 959, 976

# Small Office Building (712)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA  
On a: Weekday

Setting/Location: General Urban/Suburban

Number of Studies: 21

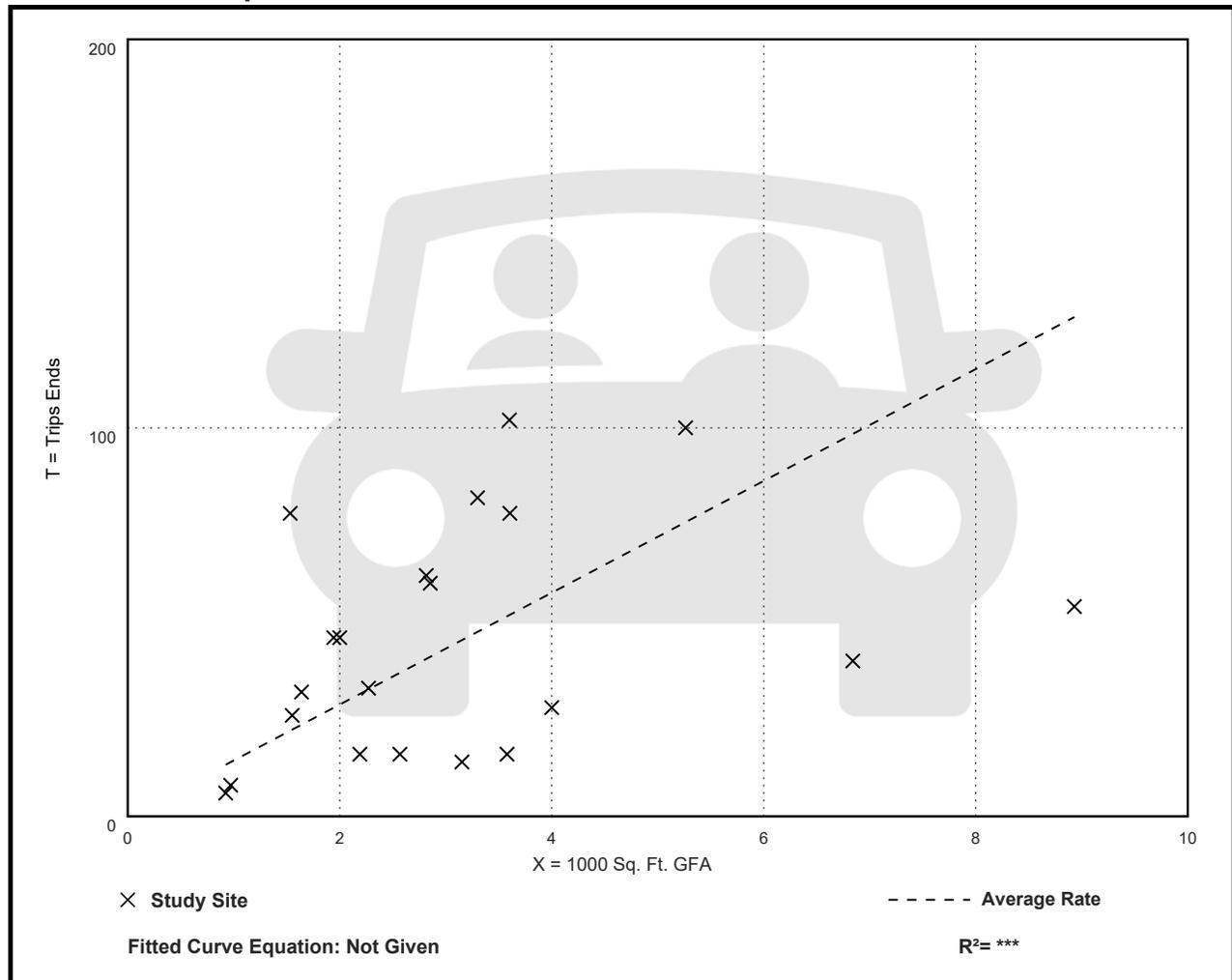
Avg. 1000 Sq. Ft. GFA: 3

Directional Distribution: 50% entering, 50% exiting

## Vehicle Trip Generation per 1000 Sq. Ft. GFA

| Average Rate | Range of Rates | Standard Deviation |
|--------------|----------------|--------------------|
| 14.39        | 4.44 - 50.91   | 10.16              |

## Data Plot and Equation



# Small Office Building (712)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 7 and 9 a.m.

Setting/Location: General Urban/Suburban

Number of Studies: 21

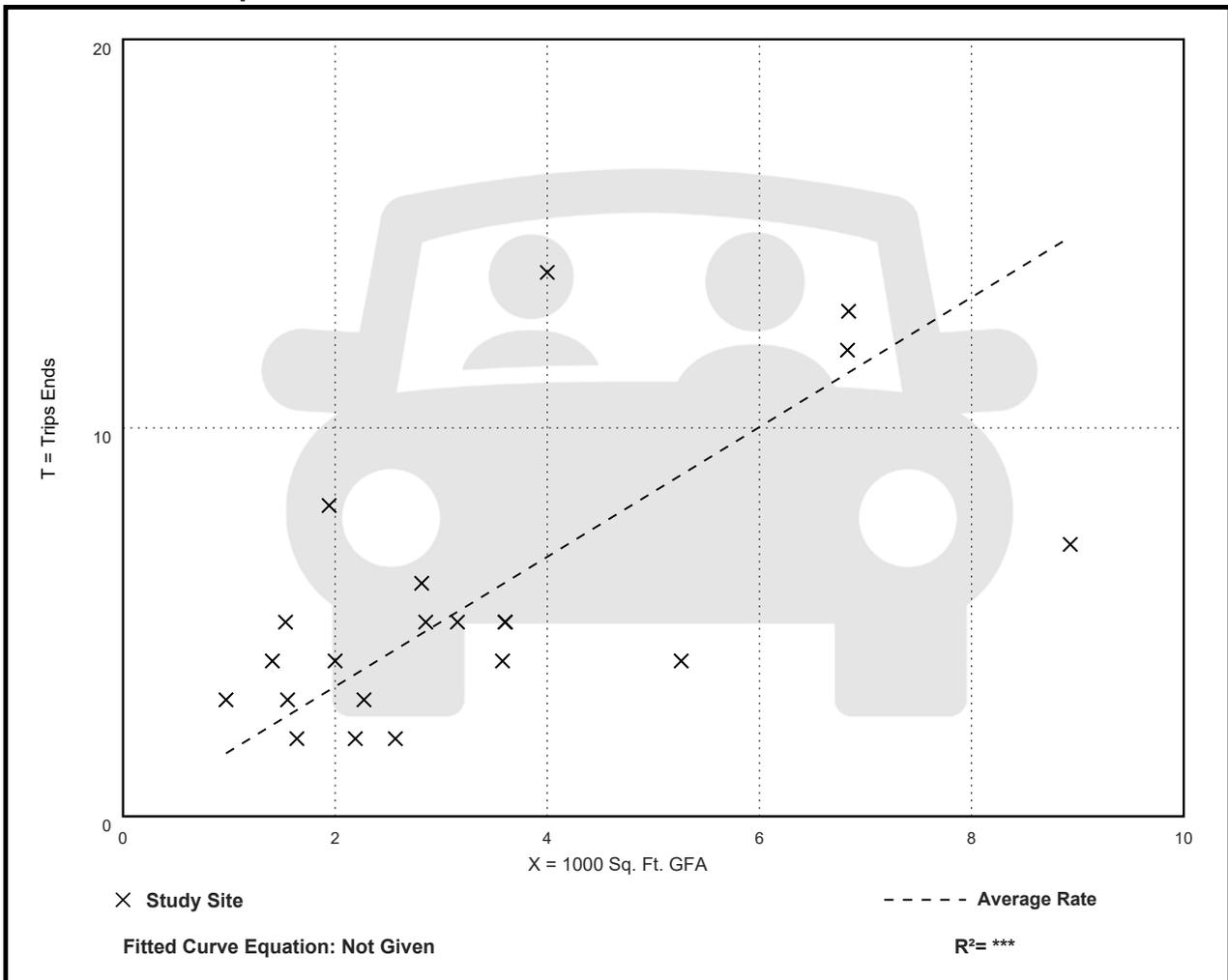
Avg. 1000 Sq. Ft. GFA: 3

Directional Distribution: 82% entering, 18% exiting

## Vehicle Trip Generation per 1000 Sq. Ft. GFA

| Average Rate | Range of Rates | Standard Deviation |
|--------------|----------------|--------------------|
| 1.67         | 0.76 - 4.12    | 0.88               |

## Data Plot and Equation



# Small Office Building (712)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 4 and 6 p.m.

Setting/Location: General Urban/Suburban

Number of Studies: 21

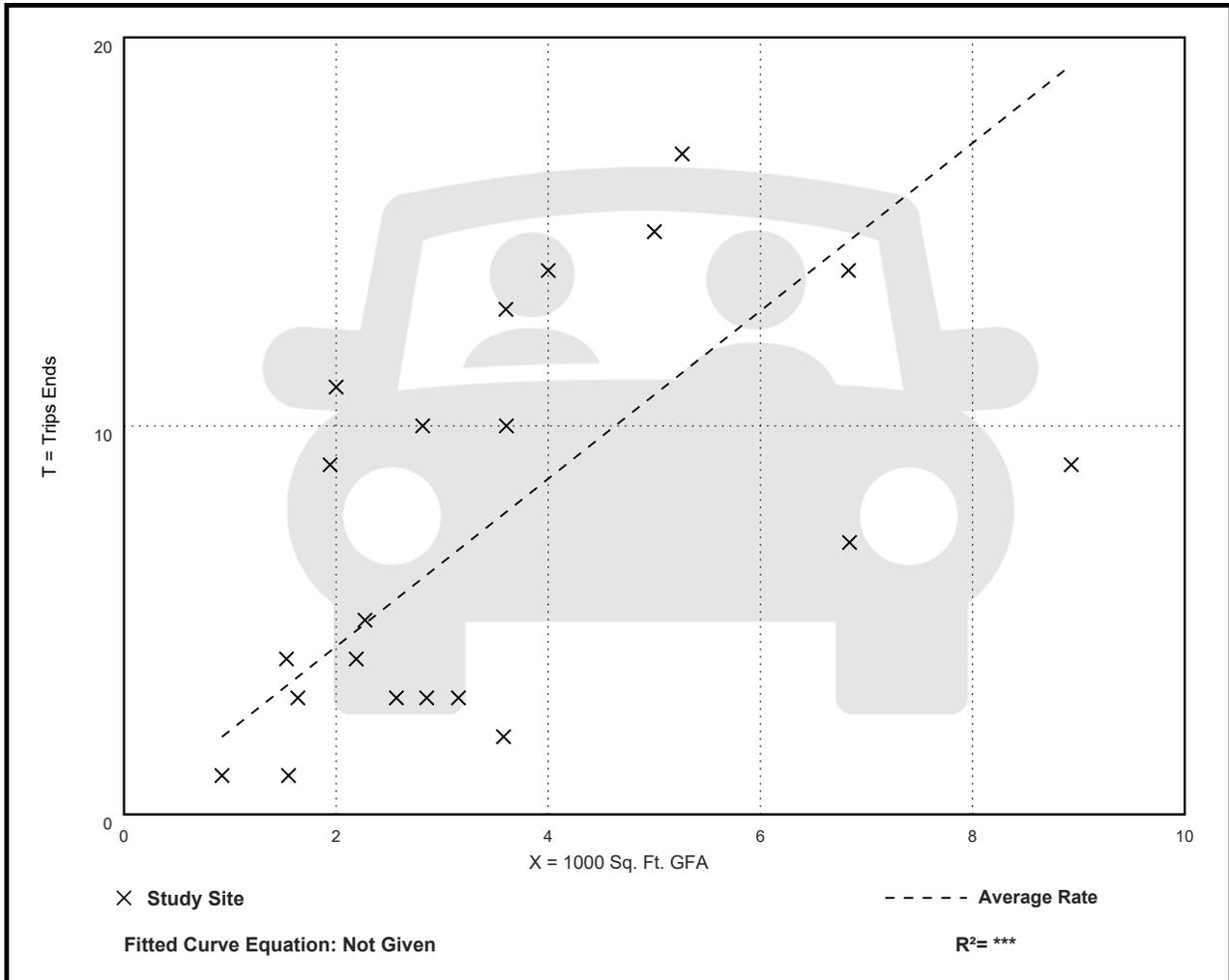
Avg. 1000 Sq. Ft. GFA: 3

Directional Distribution: 34% entering, 66% exiting

## Vehicle Trip Generation per 1000 Sq. Ft. GFA

| Average Rate | Range of Rates | Standard Deviation |
|--------------|----------------|--------------------|
| 2.16         | 0.56 - 5.50    | 1.26               |

## Data Plot and Equation



## **Memorandum of Understanding**

This Memorandum of Understanding ("MOU") is made and entered into this 19th day of December, 2024, between Lofts at Tavernier, Ltd., a Florida limited partnership ("Lofts") whose address is 1649 Atlantic Boulevard, Jacksonville, Florida 32207 and A.H. of Monroe County, Inc., a Florida not-for-profit corporation ("AH"), whose address is 1434 Kennedy Drive, Key West, Florida 33040.

**WHEREAS**, Lofts is proposing to construct a mixed-income, mixed-use development, called Lofts at Tavernier (the "Development"), on property located along Overseas Highway, approximately 1,000 feet southeast of the intersection of Overseas Highway and Garden Street, in unincorporated Monroe County; and

**WHEREAS**, the Development will include eighty-six (86) residential units; and

**WHEREAS**, the Development will include 350 square feet of mixed-use institutional space, to be utilized by AH (the "Institutional Space"); and

**WHEREAS**, AH desires to utilize the Institutional Space to be constructed by Lofts to provide health and housing services for the benefit of the residents of Monroe County; and

**WHEREAS**, the Lofts and AH desire to enter into this MOU to set forth the initial general terms for the use of the Institutional Space with a more concise and detailed agreement to be entered into prior to completion of the construction of the Development with said agreement to be mutually beneficial to Lofts and AH.

**NOW, THEREFORE**, Lofts and AH agree as follows:

Section 1. In connection with the construction of the Development, Lofts agrees to construct the Institutional Space which includes 350 square feet to be utilized by AH.

Section 2. AH agrees to utilize the Institutional Space to provide assistance to individuals and families with case management, financial aid, and support services, including rent, utilities, groceries, transportation, healthcare, and childcare. Clients receive tailored budgets, follow-up support, and referrals to ensure long-term stability to residents of the Development and the community at large.

Section 3. Lofts and AH agree that upon completion of construction of the Institutional Space, AH will occupy the Institutional Space and provide services at least five (5) days a week.

Section 4. No modification or amendment of this MOU shall be of any force or effect unless in writing executed by both AH and Lofts. This MOU shall be interpreted in accordance with the internal laws of the State of Florida, both substantive and remedial, without giving effect to its conflicts of law principals. This MOU sets forth the entire agreement between AH and Lofts relating to the subject matter herein and supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties.

[Signatures on Following Page]

IN WITNESS WHEREOF, LOFTS and AH hereto have executed this Memorandum of Understanding.

Witness:

  
Name: Kevin Brown  
Address: 1649 Atlantic Blvd.  
Tallahassee, FL 32207

  
Name: Eric Weller  
Address: 1649 Atlantic Blvd.  
Tallahassee, FL 32207

Witness:

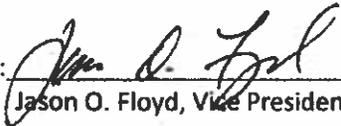
  
Name: John R. Birkas  
Address: 1730 Poplar Ave  
Key West, FL 33010

  
Name: Christie Moore  
Address: 15 Luna Lane  
Key West, FL 33040

LOFTS AT TAVERNIER, LTD., a Florida limited partnership

By: Lofts at Tavernier GP, LLC, a Florida limited liability company, its General Partner

By: Vestcor, Inc., a Florida corporation, its Manager

By:   
Jason O. Floyd, Vice President

A.H. of Monroe County, Inc., a Florida not-for-profit corporation

By:   
Eugene S. Pridgen, Executive Director

## DEVELOPMENT AGREEMENT

This DEVELOPMENT AGREEMENT (“Agreement”) is entered into on this \_\_\_\_ day of \_\_\_\_\_ 2025, by and between the MONROE COUNTY BOARD OF COUNTY COMMISSIONERS (“BOCC”, “Board”, “Monroe County”, or the “County”), and BLACKSTONE GROUP TAVERNIER 925, L.L.C., a Florida-registered limited liability company (“Blackstone”), its heirs, assigns, and successors-in-interest and VC TAVERNIER, LLC, a Florida-registered limited liability company (“Vestcor”), its heirs, assigns, and successors-in-interest (Blackstone and Vestcor each hereinafter referred to individually in the singular as a “Party” or together in the collective as the “Parties”), pursuant to Monroe County Land Development Code Sections 110-132—110-133 and Florida Statutes §§ 163.3220-3243 (2024), which Monroe County and the Parties mutually agree bind and control this Agreement as of and after the “Effective Date” set forth herein:

### W I T N E S S E T H:

Monroe County and the Parties hereto hereby agree as follows:

#### I. RECITALS

- A. This Agreement involves the redevelopment of property located at 92501 Overseas Highway, Tavernier, Monroe County, Florida, currently having Parcel ID Numbers 00490250-000000 and 00089490-000000 (the “Property”), the legal description of which is contained in **Exhibit A**.
- B. Monroe County and the Parties have the authority to enter into this Agreement pursuant to Florida Statutes §§ 163.3220—163.3243 (2024)<sup>1</sup> and Monroe County Land Development Code Sections 110-132—110-133.
- C. Monroe County and the Parties recognize that the public noticing and hearing procedures shall follow the requirements of Fla. Stat. § 163.3225 (2024) and Monroe County Land Development Code Sections 110-133(a)(3)–(4), which require public hearings before the Planning Commission and the Board of County Commissioners to consider approval of a Development Agreement.
- D. The Property, located at 92501 Overseas Highway, Tavernier, Florida, is generally described as follows:
  - 1. Blackstone and Vestcor own, in fee simple, that certain real property located at 92501 Overseas Highway, Tavernier, Florida. A copy of the Warranty Deeds evidencing the Parties’ ownership interest are attached hereto and incorporated herein as **Exhibit A**.

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<sup>1</sup> The “Florida Local Government Development Agreement Act.” Fla. Stat. § 163.3220(1) (2024).

2. As of the date of this Agreement, the Property is assessed by the Monroe County Property Appraiser's Office as Parcel ID Numbers 00490250-000000 and 00089490-000000.
3. The Monroe County Comprehensive Plan designates the Property as Mixed Use/Commercial ("MC") on its Future Land Use Map ("FLUM").
4. The Monroe County Land Use District ("LUD") Map designates the Property as Suburban Commercial ("SC").
5. The Monroe County Tier Overlay District Map designates the Property as Tier III (infill area).
6. The Property consists of 19.33 acres of gross area, consisting of 14.51 upland acres and 4.82 acres of mangroves.
7. The Property is required to receive a Nonresidential Rate of Growth Ordinance ("NROGO") allocation for any new nonresidential floor area to be constructed on the Property and is required to receive a Rate of Growth Ordinance ("ROGO") allocation for any new dwelling units to be constructed on the Property.

## II. PURPOSE

- A. The overall purpose of this Agreement is to allow for the Property's redevelopment with a commercial retail use within a single structure, and public buildings and uses, totaling up to forty-nine thousand and nine-hundred square feet (49,900 s.f.) of nonresidential floor area and eighty-six (86) attached affordable workforce housing dwelling units pursuant to Monroe County Land Development Code Sections 130-93, 130-143, and Comprehensive Plan Goal 113, Objective 113.1, and Policy 113.1.1.
- B. This Agreement provides for the redevelopment of the Property utilizing, as part of its overall development, up to a forty-nine thousand and nine-hundred square foot (49,900 s.f.) NROGO allocation from Monroe County, pursuant to Monroe County Land Development Code Section 130-143 and Chapter 138, Article III and eighty-six (86) workforce housing early evacuation building permit allocations, pursuant to Comprehensive Plan Goal 113, Objective 113.1, and Policy 113.1.1.

## III. AGREEMENT REQUIREMENTS

- A. **Recitals.** The foregoing recitals are true and correct and are hereby incorporated as if fully set forth herein.
- B. **Legal Description and Ownership.** The legal description of the Property is set forth in **Exhibit A**.

C. **Duration of Agreement.** This Development Agreement shall remain in effect until either (1.) The expiration of ten (10) years from the “Effective Date” as defined herein; or (2.) Issuance of the certificate of occupancy for the nonresidential structure and issuance of all certificates of occupancy for all of the eighty-six (86) affordable workforce housing dwelling units, whichever occurs sooner. This Agreement may be extended through an amendment to the Agreement and approval in compliance with the public hearing requirements of Fla. Stat. § 163.3225 (2024) and Monroe County Land Development Code Section 110-133(a)(3)–(4). For the effective duration of this Agreement, the Parties agree that development applied for pursuant to this Agreement shall comply with and be controlled by this Agreement, the Monroe County Land Development Code (“LDC”), and the Monroe County Comprehensive Plan governing the development of the land in effect on the effective date of this Agreement.

D. **Permitted Uses.**

1. The Property is currently within the SC LUD and has a corresponding MC FLUM designation.
2. Per LDC Section 130-46: “The purpose of the SC district is to establish areas for commercial uses designed and intended primarily to serve the needs of the immediate planning area in which they are located. This district should be established at locations convenient and accessible to residential areas to reduce trips on U.S. 1.”
3. In accordance with LDC Section 130-46(a), the following uses are permitted as of right in the Suburban Commercial district:
  - (1) Commercial retail, office, restaurant uses, or any combination thereof, of low and medium intensity, and of less than 2,500 square feet of floor area;
  - (2) Institutional residential uses, involving less than ten dwelling units or rooms;
  - (3) Commercial apartments involving less than six dwelling units;(4)Commercial recreation uses limited to:
    - a. Bowling alleys;
    - b. Tennis and racquet ball courts;
    - c. Miniature golf and driving ranges;
    - d. Theaters;
    - e. Health clubs; and
    - f. Swimming pools;
  - (4) Institutional uses;
  - (5) Parks;

- (6) Public buildings and uses;
  - (7) Accessory uses;
  - (8) Vacation rental use of nonconforming detached and attached dwelling units, if a special vacation rental permit is obtained under the regulations established in section 134-1;
  - (9) Collocations on existing antenna-supporting structures, pursuant to section 146-5(c);
  - (10) Attached wireless communications facilities, as accessory uses, pursuant to section 146-5(d);
  - (11) Replacement of an existing antenna-supporting structure pursuant to section 146-5(b);
  - (12) Stealth wireless communications facilities, as accessory uses, pursuant to section 146-5(e);
  - (13) Satellite earth stations, as accessory uses, pursuant to section 146-5(f);
  - (14) Attached and detached dwellings involving less than six units, designated as employee housing as provided for in section 139-1;
  - (15) Wastewater nutrient reduction cluster systems that serve less than ten residences; and
  - (16) Public infrastructure and utilities, provided that:
    - a. The parcel(s) proposed for development shall be separated from any established residential use by a class C bufferyard. As determined by the Planning Director, the bufferyard may be required on all property lines adjacent to an established residential principal use to screen the use from view.
    - b. A solid fence may be required upon determination by the Planning Director.
4. In accordance with LDC Section 130-46(c)(1), “the following uses are permitted as major conditional uses in the Suburban Commercial district subject to the standards and procedures set forth in Chapter 110, Article III:
- (1) Commercial retail, office, restaurant uses, or any combination thereof, of low and medium intensity, and of greater than 10,000 square feet in floor area, provided that access to U.S. 1 is by way of:
    - (a) an existing curb cut;

(b) a signalized intersection; or

(c) a curb cut that is separated from any other curb cut on the same side of U.S. 1 by at least 400 feet.”

5. In accordance with LDC Section 130-46(c)(9), “the following uses are permitted as major conditional uses in the Suburban Commercial district subject to the standards and procedures set forth in Chapter 110, Article III:

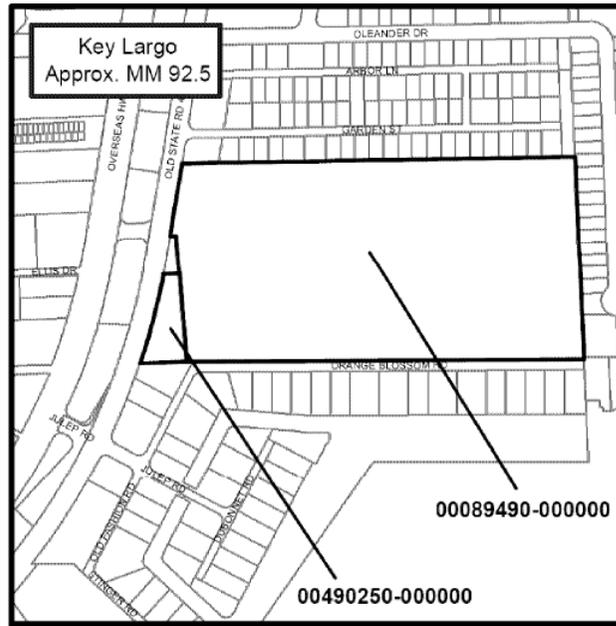
(9) Attached and detached dwellings involving more than 18 units, designated as employee housing as provided for in LDC Section 139-1.”

6. Development on the Property shall be governed and guided by, including but not limited to, Monroe County LDC Sections 130-46, 130-93, 130-143, and by Monroe County Comprehensive Plan Goal 113, Objective 113.1, and Policy 113.1.1.

7. Monroe County LDC Section 130-143 provides in pertinent part:

**(a) Purpose and Intent.** The purpose of the Tavernier Commercial Overlay District is to implement applicable goals, objectives, and policies of the Comprehensive Plan and to allow larger-scale nonresidential development in a scarified area of the Upper Keys that primarily serves the needs of permanent residents of the Upper Keys. The intent is to provide accessible nonresidential uses to permanent residents of the Upper Keys, while maintaining the character of Tavernier.

**(b) Boundary.** The Tavernier Commercial Overlay shall be shown as an overlay district on the Official Land Use District map. The Tavernier Commercial Overlay District shall be shown as the boundary of the parcels with Monroe County Parcel ID numbers 00490250-000000 and 00089490-000000, and depicted in the map below:



(c) **Applicability.** Development within the Tavernier Commercial Overlay District shall be subject to the following standards:

1. An amendment to the Official Land Use District Map is required and such overlay shall be shown on the Official Land Use District Map.
2. The development of a single nonresidential structure that contains more than 10,000 square feet within the Overlay District shall be subject to the terms and conditions of an approved Development Agreement as defined in sections 110-132, 113-133, and must include:
  - a. Provisions for the development of 86 workforce housing dwelling units on site. The distribution of said workforce housing units (low, median and moderate) provided on site shall be memorialized and provided for in the Development Agreement; and
  - b. Preferred leasing standards for essential workers of the workforce units; and
  - c. An approved site plan that includes the following in addition to all site requirements in accordance with the Land Development Code:
    - i. A pedestrian walkway connecting the nonresidential parking area to the right of

way known as Orange Blossom Road. Required lighting for the pedestrian walkway must be in compliance with Chapter 114, Article VI.

- ii. If outdoor lighting is proposed, in addition to all requirements of Chapter 114, Article VI, such lighting shall be designed and located such that the maximum illumination measured in footcandles at any exterior property line adjacent to residential uses, not included in this overlay, shall not exceed zero (0) for cutoff and noncutoff lights, with the exception of the pedestrian walkway or any lighting required for life safety, as provided by Monroe County.

d. A traffic safety analysis completed as part of the required Traffic Study.

- 3. All property lines adjacent to U.S. 1 shall provide a Class E Scenic Corridor Buffer.
- 4. All development shall be permitted in accordance with the permitted and conditional use requirements of Chapter 130, Article III, Permitted and Conditional Uses.
- 5. Industrial uses are not permitted within the Overlay. Notwithstanding the preceding sentence, industrial uses determined to be lawfully nonconforming existing uses within the Overlay are permitted to remain, and operate, until such time as a building permit is issued for the nonresidential structure of more than 10,000 square feet.

**(d) Maximum Development Potential.**

- 1. There shall be no allocated or maximum net density standards available for residential market-rate or transient dwelling units.
- 2. The Tavernier Commercial Overlay District shall be limited to a maximum total development potential of:
  - a. 49,900 square feet of nonresidential floor area; and
  - b. Eighty-six (86) deed restricted workforce housing dwelling units; and
  - c. Accessory uses and structures

**(e) NROGO Allocations.** Notwithstanding Section 138-51, the Tavernier Commercial Overlay District shall have the following NROGO allocation

standards provided that the criteria set forth in subsections (f), (g) and (h) are satisfied:

1. Maximum allocation of nonresidential floor area. The amount of nonresidential floor area to be allocated or transferred to the Tavernier Commercial Overlay District shall be limited to a maximum of 49,900 square feet.
  2. Maximum floor area per structure. A single nonresidential principal structure within the Tavernier Commercial Overlay District shall be permitted to receive an allocation that expands the structure to more than 10,000 square feet, but not to exceed a maximum of 49,900 square feet of nonresidential floor area.
- (f) No building permit shall be issued for a structure receiving an NROGO Allocation or transfer that would expand a nonresidential structure within the Overlay to more than 10,000 square feet unless and until building permits for all 86 workforce housing units have been issued.
- (g) All new residential units developed within the Overlay shall be subject to the ROGO permit allocation system or transfer of ROGO exemptions of existing lawfully established permanent market rate affordable dwelling units that have less than five years remaining on the required deed restriction pursuant to Section 138-22(b)(4)(b).
- (h) Prior to the issuance of a Certificate of Occupancy for a nonresidential structure that is more than 10,000 square feet:
1. At least 50% (43) of the required 86 workforce housing units must have received a Temporary Certificate of Occupancy; and
  2. All required 86 workforce housing units must have received approved foundation inspections.
- (i) All other provisions of the Comprehensive Plan, Tavernier Livable Communikeys Plan, the Tavernier Creek to Mile Marker 97 US Highway Corridor Development Standards and Guidelines and the Land Development Code apply unless expressly exempted herein.
8. The Monroe County Year 2030 Comprehensive Plan has been amended so as to establish Goal 113, Objective 113.1, and Policy 113.1.1, which established the “Tavernier Workforce Housing Subarea 1”.
9. Monroe County Year 2030 Comprehensive Plan Goal 113, Objective 113.1, and Policy 113.1.1 provides, in pertinent part:

### **GOAL 113**

Monroe County shall manage future growth to enhance the quality of life and safety of County residents and to prioritize the provision of workforce housing

that is safe, code compliant, and resilient. To incentivize the supply and address the inadequate availability of workforce housing near Upper Keys employment centers, the County shall provide for the development of site-specific land use mechanisms, and the allocation of workforce housing early evacuation building permit allocations pursuant to the Workforce-Affordable Housing Initiative from Monroe County.

**OBJECTIVE 113.1**

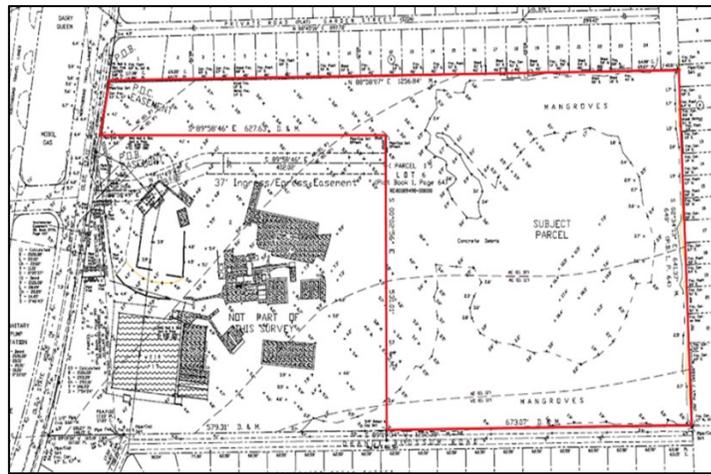
Monroe County shall create site-specific subareas located in Tavernier which permit the allocation of workforce housing early evacuation building permit allocations pursuant to the Workforce-Affordable Housing Initiative to facilitate the development of workforce housing in suitable areas located in close proximity to Upper Keys employment centers (Islamorada, Tavernier, and Key Largo). All site-specific subareas located in Tavernier shall require a Policy defining the development restrictions and allowances for the subarea.

**POLICY 113.1.1 TAVERNIER WORKFORCE HOUSING SUBAREA 1**

The purpose of the Tavernier Workforce Housing Subarea 1 is to implement applicable goals, objectives, and policies of the Comprehensive Plan to promote and facilitate development of workforce housing to meet the needs of the Upper Keys and Monroe County.

1. Boundary. The Tavernier Workforce Housing Subarea 1 shall consist of a portion of property Parcel Identification Number 00089490-000000, as legally described and depicted on the map below:

A portion of Lot 6, MacDonald’s Plat lying Easterly of the Easterly right of way line of Old State Road 4-A, and Recorded in Plat Book 1, at Page 64 of the Public Records of Monroe County, Florida.



2. Rate of Growth Ordinance Allocations.

- a. Notwithstanding Comprehensive Plan Policies 101.3.12(a) and 101.3.12(k) and LDC Sections 138-24(e)(2)(a) and 138-24(e)(2)(k), the Tavernier Workforce Housing Subarea 1 shall be eligible to receive up to eighty-six (86) ROGO allocations by means of:
    - i. Award of workforce housing early evacuation building permit allocations from Monroe County pursuant to the Workforce-Affordable Housing Initiative, reserved by means of a BOCC resolution. The BOCC may, at its discretion, place conditions on the reservation.
    - ii. Dwelling units that are constructed and/or deed restricted with workforce housing early evacuation building permit allocations are required to evacuate in Phase 1 of the 48-hr evacuation of a pending major hurricane, pursuant to Policies 101.3.2, 101.3.3 and 101.3.12.
- E. All workforce housing early evacuation units shall be restricted to rental occupancy for those who derive at least 70% of their income as members of the workforce in Monroe County and who meet the affordable housing income categories of the Monroe County Land Development Code.
- F. **Public Facilities.** Based on a preliminary concurrency review, all public facilities identified below are available as of the date of this Agreement, and capacity for each is projected to be available concurrent with the impacts of development. A final concurrency review and approval shall be required as part of the building permit approval process.
- 1. The Florida Keys Aqueduct Authority (“FKAA”) provides domestic potable water to the Property. The FKAA will provide sufficient meters for the proposed development. In addition, the FKAA will meter accessory development accordingly.
  - 2. Florida Keys Electric Cooperative (“FKEC”) provides electric service to the Property. FKEC will provide sufficient meters required for the proposed development. In addition, FKEC will meter accessory development accordingly.
  - 3. Solid waste service is provided to the Property by a solid waste collection system franchised by Monroe County.
  - 4. The Property is required to be connected to central sewer via Key Largo Wastewater Treatment District (“KLWTD”).
  - 5. Based on the Level III traffic study performed and preliminary traffic concurrency review, the proposed development is projected to generate 1,638 daily trips, which exceeds the remaining capacity of Segment 21 (Plantation). The proposed development is currently

within 5% below Level of Service (“LOS”) C. In order to be in compliance with Monroe County Comprehensive Plan Policies 301.1.1, 301.1.2, 301.2.2, 301.2.3 and 301.2.4 as well as LDC Sections 114-2(a)(1)a, b, and c., mitigation or sufficient evidence acceptable to Monroe County that the potential trip generation does not exceed LOS C, must be provided prior to issuance of a building permit for the proposed development. Mitigation may be in the form of specific improvements or proportioned shared contribution towards improvements and strategies identified by the County and/or FDOT to address any level of service degradation beyond LOS C and/or deficiencies. The applicant shall submit evidence of an agreement between the applicant and the FDOT for inclusion in any contract or agreement for improvements to US 1. For roadway improvements required, the applicant/owner may utilize the following, pursuant to LDC Section 114-2(b)(5)(c)(3):

- a. The necessary facilities and services are in place at the time a development permit is issued; or
  - b. The necessary facilities and services are in place at the time a certificate of occupancy, or its functional equivalent is issued. Prior to commencement of construction, the applicant shall enter into a binding and legally enforceable commitment to the County to assure construction or improvement of the facility; or
  - c. A binding executed contract in place at the time a permit is issued which provides for the commencement of the actual construction of the required facilities or provision of services; or
  - d. An enforceable development agreement guaranteeing that the necessary facilities and services will be in place with the issuance of a permit. An enforceable development agreement may include but is not limited to, development agreements pursuant to section 163.3220, F.F., or an agreement or development order issuance pursuant to Chapter 380, F.S., or
  - e. A proportionate share contribution that is sufficient to accomplish one or more mobility improvement(s) that will benefit a regionally significant transportation facility. A proposed proportionate fair share mitigation shall be reviewed pursuant to LDC Section 126-2.
6. The Parties hereby acknowledge and agree that any traffic level of service conditions described in this Agreement are preliminary, and only represents a conditional concurrency determination. **A final concurrency review shall be completed during building permit review** to ensure adequate roadway capacity is confirmed and the adopted level of service is maintained.

Based on the **preliminary traffic concurrency** review, IF the mitigation proposed below is implemented, the proposed development is currently in compliance with Monroe County Comprehensive Plan Policies 301.1.1, 301.1.2, 301.2.2, 301.2.3 and 301.2.4 as well as LDC Sections 114-2(a)(1)a., b., and c. The proposed mitigation includes the following:

A monetary payment in the amount of \_\_\_\_\_ dollars (\$ \_\_\_\_\_), which constitutes the amount equal to the mitigation of sixteen (16) daily trips, as provided in the mitigation report.

Any future changes to the approved use of the development (redevelopment), as described herein, shall require County approval, and shall require additional traffic concurrency review at the time of approval pursuant to Comprehensive Plan Policy 301.1.1.

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

**H. Development Allowed.** The following specific criteria are those which will guide the subject redevelopment of the Property with a commercial retail use within a single structure, and public buildings and uses, totaling up to forty-nine thousand and nine-hundred square feet (49,900 s.f.) of nonresidential floor area and eighty-six (86) attached affordable workforce housing dwelling units, including associated accessory structures and uses, and are the standards by which any further approvals shall be measured and shall be as follows:

1. Provided such development can be designed and approved by all applicable Codes, including but not limited to the Monroe County Comprehensive Plan, Monroe County Land Development Code, Monroe County Code of Ordinances, and the Florida Building Code, the Parties are authorized to redevelop and operate the Property consisting of the following development:
  - a. Eighty-six (86) attached, deed restricted affordable workforce housing dwelling units; and
  - b. A single commercial retail structure with up to forty-nine thousand and nine-hundred square feet (49,900 s.f.) of nonresidential floor area; and
  - c. Accessory uses and structures provided they meet the definition of accessory uses and structures as set forth in Land Development Code Section 101-1; and

- d. Parking Areas and Landscaping, as shown in the preliminary site plan attached hereto.
  - e. Public buildings and uses.
2. The Property is determined to have the following density and intensity:
- a. Monroe County and the Parties agree to limit the maximum residential density on the Property to eighty-six (86) affordable workforce housing dwelling units; and
  - b. Monroe County and the Parties agree to limit the maximum nonresidential intensity on the Property to forty-nine thousand and nine-hundred square feet (49,900 s.f.) of nonresidential floor area; and
  - c. This maximum development potential of 86 affordable workforce housing dwelling units and 49,900 square feet of nonresidential floor area shall be considered one hundred percent (100%) of the cumulative development potential of the Property.

3. **Pre-Leasing and Leasing of Workforce Housing Dwelling Units.**

- a. Pursuant to Monroe County Board of County Commissioners Ordinance 004-2024 and LDC Section 130-143, Monroe County and the Parties agree that the following pre-leasing and leasing standards of the workforce housing dwelling units shall apply:
  - i. At least thirty (30) days prior to the workforce dwelling units being made available for lease to the general public, essential workers located within Monroe County shall have a first right and opportunity to lease a dwelling unit.
  - ii. After construction and the initial leasing of the workforce housing dwelling units, if any dwelling unit becomes available, essential workers who qualify under the Monroe County affordable workforce housing requirements shall be given preference to lease the available dwelling unit. For the avoidance of doubt, this provision shall be interpreted such that where multiple applicants apply for a workforce housing dwelling unit and one of the applicants is an essential worker, the essential worker shall be selected over the other applicants.
  - iii. For the purpose of this Agreement, essential workers are those employees that are considered to be essential to the workforce of Monroe County and include but are not limited to those who work in the following professional fields: Government including but not limited to the Monroe County

Board of County Commissioners (“BOCC”), Monroe County School District (School Board), the Monroe County Sheriff’s Office, healthcare personnel, first responders such as firefighters, emergency medical technicians (EMTs), and paramedics, and Florida Fish and Wildlife Conservation Commission (“FWC”) employees.

**4. Rate of Growth Ordinance Allocations.**

- a. The Parties agree that in accordance with Comprehensive Plan Policy 113.1.1, the Property shall be eligible to receive up to eighty-six (86) ROGO allocations by means of:
  - i. Award of workforce housing early evacuation building permit allocations from Monroe County pursuant to the Department of Economic Opportunity’s Keys Workforce-Affordable Housing Initiative (Workforce Initiative), approved by the Administration Commission on June 13, 2018, reserved by means of a BOCC resolution. The BOCC may, at its discretion, place conditions on the reservation.

**5. Nonresidential Rate of Growth Ordinance.**

- a. The Parties agree that all required NROGO allocations will be allocated to the Property by means of:
  - i. Award, from the Monroe County NROGO bank to the Property, of an allocation of up to forty-nine thousand nine hundred square feet (49,900 s.f.) of nonresidential floor area, in accordance with Monroe County Land Development Code Sections 130-143 and 138-52(o).

I. **Height.** The height of any new residential structure on the Property shall not exceed 38 feet. The height of the residential structures identified as Buildings “A1” and “A2,” as shown on the Site Plan, shall be measured from a grade elevation of 8.9 feet NGVD. The height of the residential structures identified as Buildings “B,” “C,” “D,” “E,” and the “Clubhouse,” as shown on the Site Plan, shall be measured from a grade elevation of 7.5 feet NGVD. The height of any new nonresidential structure on the Property shall not exceed 35 feet, except as allowed by Section 131-2 of the LDC. The height of the nonresidential structure, as shown on the Site Plan, shall be measured from a grade elevation of 8.9 feet NGVD.

J. **Deed Restrictions for Affordable Housing.** The Property shall have a single deed-restriction for the affordable workforce housing units, which shall be subject to approval by the Monroe County Attorney’s Office, and shall be recorded on the Property at the Parties’ expense, that demonstrates compliance with the requirements of said Keys Workforce Housing Initiative as adopted and

implemented by the County. The income categories for the 86 units shall consist of forty-nine (49) moderate-income units and thirty-seven (37) low-income units.

**K. Workforce Housing Initiative Compliance.**

As provided in Comprehensive Plan Policy 101.3.12 and Land Development Code Section 138-24(e):

- (b) The construction of dwelling units, the redevelopment or the deed restriction of existing dwelling units utilizing workforce housing early evacuation unit allocations shall require approval of a resolution approving a contract between the BOCC and the applicant to officially exchange the allocations and confirm compliance with the requirements workforce initiative.
- (c) All workforce housing early evacuation units require a deed-restriction ensuring:
  - (1) Before any building permit may be issued for any structure, portion or phase of a project subject to the Workforce Initiative, a restrictive covenant shall be approved by the Planning Director and County Attorney and recorded in the Office of the Clerk of the County to ensure compliance with the provision of this section running in favor of the County and enforceable by the County and, if applicable, a participating municipality. The following requirements shall apply to these restrictive covenants:
    - a. The covenants for any workforce housing early evacuation units shall be effective for 99 years.
    - b. The covenants shall not commence running until a certificate of occupancy has been issued by the Building Official for the dwelling unit or dwelling units to which the covenant or covenants apply.
    - c. For existing dwelling units that are deed-restricted as workforce housing early evacuation units, the covenants shall commence running upon recordation in the Official Records of Monroe County.
  - (2) The covenants shall require that the workforce housing early evacuation units to be restricted to rental occupancy for those who derive at least 70% of their income as members of the workforce in Monroe County and who meet the affordable housing income categories of the Monroe County Land Development Code. The occupants are required to annually verify their employment and income eligibility.
  - (3) The covenants shall require occupants to evacuate in Phase 1 of the 48-hr evacuation of a pending major hurricane. Persons living in the workforce housing early evacuation units who may be exempted from evacuation

requirements are limited to law enforcement, correctional and fire personnel, health care personnel, and public employees with emergency management responsibilities. If there is an occupant that indicates their employment is considered a 'first-responder position' and not included in the list of exemptions above, then the Planning Director shall determine, in writing, whether the person may be exempted because of a requirement to remain during an emergency. Any person claiming exemption under this provision shall submit of an affidavit of qualification and faithfully certify their status with the onsite property management.

- (4) The covenants shall require rental agreements which contain a separate disclosure requiring rental occupants to acknowledge the existing restrictive covenant on the unit requiring evacuation in Phase 1 of the 48-hr evacuation and that failure to adhere to the Phase 1 evacuation requirement could result in severe penalties, including eviction, to the occupant.
  - (5) The covenants shall require onsite property managers and a separate employment disclosure requiring the maintenance of training in evacuation procedures and an acknowledgement that failure to adhere to the Phase 1 evacuation requirement could result in severe penalties, including termination.
- (d) Workforce housing early evacuation units shall be restricted to rental occupancy for those who derive at least 70% of their income as members of the workforce in Monroe County and who meet the affordable housing income categories of the Monroe County Land Development Code. Workforce means individuals or families who are gainfully employed supplying goods and/or services to Monroe County residents or visitors.
  - (e) Workforce housing early evacuation units shall require onsite property management with property managers trained in evacuation procedures and required to manage the evacuation of tenants in Phase I of an evacuation. During traditional working hours, the property manager must be at an office within the workforce housing early evacuation unit development subject property. Outside the traditional working hours, the property manager must be available at all times to respond to evacuation orders.
  - (f) The property management entity for the workforce housing early evacuation units shall be required to annually verify the employment and income eligibility of tenants; report the total units on the site, the occupancy rates of units, and tenant compliance with the requirement to evacuate the units in Phase I of an evacuation, including the number of occupants that are exempt

from the evacuation requirements. The property management entity must submit a report to the Planning and Environmental Resources Department by May 1 of each year. Further, each lease and this annual report shall be kept by the property manager and be available for inspection by the County during traditional working hours.

- (g) Workforce housing early evacuation units shall be located within an area designated as Tier III.
- (h) Workforce housing early evacuation units shall not be located in the V-Zone or within a Coastal Barrier Resource System (CBRS).
- (i) Workforce housing early evacuation units shall be located on a property which has all infrastructure available (potable water, adequate wastewater treatment and disposal wastewater meeting adopted LOS, paved roads, etc.).
- (j) All workforce housing early evacuation units must demonstrate compliance with all applicable federal standards for accessibility for persons with disabilities (ADA Compliance).

#### **L. Affordability Compliance.**

##### **a. Affordable Housing Definitions.**

- i. *Affordable housing* means residential dwelling units that meet the following requirements:
  - a. Meet all applicable requirements of the United States Department of Housing and Urban Development minimum property standards as to room sizes, fixtures, landscaping and building materials, when not in conflict with applicable laws of the county; and
  - b. A dwelling unit whose monthly rent, not including utilities, does not exceed 30 percent of that amount which represents either 50 percent (very low income) or 80 percent (low income) or 100 percent (median income) or 120 percent (moderate income) of the monthly median adjusted household income for the county.
- vi. *Affordable housing trust fund* means a trust fund established and maintained by the county for the purpose of preserving existing and promoting creation of new affordable and employee housing. Funds collected for and deposited in the trust fund shall be used exclusively for purposes of creating, preserving or

maintaining affordable and employee housing in the Florida Keys.

- vii. *Affordable rental housing, low income*, means a dwelling unit whose monthly rent, not including utilities, does not exceed 30 percent of the amount that represents 80 percent of the monthly median adjusted household income for the county.
- viii. *Affordable rental housing, median income*, means a dwelling unit whose monthly rent, not including utilities, does not exceed 30 percent of the amount that represents 100 percent of the monthly adjusted median household income for the county.
- ix. *Affordable rental housing, moderate income*, means a dwelling unit whose monthly rent, not including utilities, does not exceed 30 percent of the amount that represents 120 percent of the monthly median adjusted household income for the county.
- x. *Affordable rental housing, very low income*, means a rental dwelling unit whose monthly rent, not including utilities, does not exceed 30 percent of the amount that represents 50 percent of the monthly median adjusted household income for the county.
- xi. *Employee housing* means an attached or detached dwelling unit that is intended to serve as affordable, permanent housing for working households, which derive at least 70 percent of their household income from gainful employment in the county and meet the requirements for affordable housing as defined in this section and as per section 130-161.
- xii. *Employer-owned rental housing* means an attached or detached dwelling unit owned by a firm, business, educational institution, non-governmental or governmental agency, corporation or other entity that is intended to serve as affordable, permanent housing for its employees. This category of employee housing shall be located on the same parcel of land as the nonresidential use.

\* \* \* \* \*

- xiv. *Median income, rental rates and qualifying incomes table*,

means eligibility requirements compiled each year by the planning department based upon the median annual household income published for the county on an annual basis by the U.S. Department of Housing and Urban Development and similar information for median and moderate income levels from the Florida Housing Finance Corporation. Affordable housing eligibility requirements for each household will be based upon median annual household income adjusted by family size, as set forth by the U.S. Department of Housing and Urban Development and the Florida Housing Finance Corporation. The county shall rely upon this information to determine maximum rental rates and maximum household incomes eligible for affordable housing rental or purchase.

xv. *Monthly median household income* means the median annual household income for the county divided by 12.

xvi. *Workforce* means individuals or families who are gainfully employed supplying goods and/or services to Monroe County residents or visitors.

xvii. *Workforce housing* means dwelling units for those who derive at least 70 percent of their income as members of the Workforce in Monroe County and who meet the affordable housing income categories of the Monroe County Code. Workforce housing shall be interchangeable with the terms detached or attached dwellings, employee housing or commercial apartments included in the land use districts and shall be a permitted use in all land use districts where detached dwelling, attached dwellings, employee housing or commercial apartments are included as a current permitted use. An applicant choosing to develop workforce housing is subject to the requirements of Chapter 139 and all other requirements included in the land development code, including but not limited to, density, parking, bufferyards, access, etc.

b. Requirements.

i Tourist housing use or vacation rental use of affordable or employee housing units is prohibited.

ii. The parcel of land proposed for development of affordable

or employee housing shall only be located within a tier III designated area or, within a tier III-A (special protection area) designated area that does not propose the clearing of any portion of an upland native habitat patch of one acre or greater in area.

- iii. During occupancy of any affordable housing rental unit, not otherwise limited by state or federal statute or rule concerning household income, a household's annual income may increase to an amount not to exceed 140 percent of the median household income for the county. If the income of the lessee exceeds this amount, the tenant's occupancy shall terminate at the end of the existing lease term. The maximum lease for any term shall be three years or 36 months.
- iv. Pursuant to Monroe County Code Section 139-1(a)(6)(i), when establishing a rental and sales amount, Monroe County shall assume family size as indicated in the table below. This section shall not be used to establish the maximum number of individuals who actually live in the unit. This table shall be used in conjunction with the eligibility requirements created by Monroe County Code Section 101-1:

| <i>Size of Unit</i>              | <i>Assumed Family Size</i> |
|----------------------------------|----------------------------|
| Efficiency (no separate bedroom) | 1                          |
| One bedroom                      | 2                          |
| Two bedroom                      | 3                          |
| Three bedrooms                   | 4                          |
| Four or more bedrooms            | 5                          |

- v. Except for tenants of employer-owned rental housing, as set forth in Monroe County Code Section 139-1(a)(6)(k), the income of eligible households shall be determined by counting only the first and highest paid 40 hours of employment per week of each unrelated adult. For a household containing adults related by marriage or a domestic partnership registered with the county, only the highest 60 hours of the combined employment hours shall be counted, which shall be considered to be 75 percent of the adjusted gross income. The income of dependents regardless

of age shall not be counted in calculating a household's income.

- vi. In the special case of employer-owned rental housing, as defined in Monroe County Land Development Code Section 101-1, employees shall be eligible as tenants of the affordable rental housing, if the income of each tenant, as determined following the requirements in Monroe County Code Section 130-161 (a)(6)(j.), is not more than the 80 percent of the median income adjusted gross income for households within the county. The tenants of this affordable employee housing shall be required to derive at least 70 percent of their income from within the county. The maximum occupancy of employer-owned rental housing for employees shall be no more than two tenants per bedroom; with a maximum of three bedrooms per unit. The total monthly lease charged tenants for each dwelling unit shall not exceed 30 percent of the median adjusted gross annual income for households within the county, divided by 12.

**M. Approval of Conceptual Site Plan; Minor Revisions; Final Site Plan.**

The development authorized by this Agreement is depicted on the Conceptual Site Plan prepared by Perez Engineering & Development, Inc. (the "Conceptual Site Plan"), attached hereto as **Exhibit C**. The Conceptual Site Plan is hereby approved by the County, including, but not limited to, the orientation, placement, design features, the location and configuration of parking associated with the nonresidential structure and workforce housing, and the lawful filling of the manmade weir pit located on the property, which are consistent with the adopted Monroe County Comprehensive Plan, Tavernier Livable CommuniKeys Plan, the Tavernier Creek to Mile Marker 97 U.S. Highway Corridor Development Standards and Guidelines, and the Monroe County Land Development Code.

Any subsequent site plan(s), site plan approval(s) and building permits shall substantially comply with this Conceptual Site Plan; provided, however, that the final site plan submitted for building permits may slightly deviate from the Conceptual Site Plan to accommodate: (1) Refinements to the development plan made by the Parties, including minor configuration of structures, roadways, parking areas, and pathways; (2) Changes to the proposed workforce housing dwelling units, pool, recreation and accessory uses so long as the density and intensity set forth in the Agreement is not exceeded; or (3) To accommodate minor modifications that are necessary to meet regulatory requirements. The power and authority to determine, and deem accepted, what constitutes permissible substantial compliance, a permissible slight deviation, a permissible accessory use compliant with the density and intensity set forth in the Agreement, and a permissible minor modification that is necessary to meet regulatory requirements, is exclusively reserved to the Planning Director. The Parties reserve the right to appeal any decision, determination, or interpretation made by the Planning Director pursuant to Monroe County Land Development Code Section 102-185. The Final Site Plan shall meet all applicable requirements established in the Monroe County Land Development Code.

- a. The County and Parties agree that the Conceptual Site Plan must include the following, in addition to all site requirements in accordance with the Monroe County Land Development Code:
  - i. A pedestrian walkway connecting the nonresidential parking area to the right of way known as Orange Blossom Road. Required lighting for the pedestrian walkway must be in compliance with Chapter 114, Article VI., LDC.
  - ii. If outdoor lighting is proposed, in addition to all requirements of Chapter 114, Article VI., LDC, such lighting shall be designed and located such that the maximum illumination measured in footcandles at any exterior property line adjacent to residential uses, not included in this overlay, shall not exceed zero (0) for cutoff and noncutoff lights, with the exception of the pedestrian walkway or any lighting required for life safety, as provided by Monroe County.

N. **Required Approvals.** The following is a list of all development approvals and permits approved or needed to be approved for the redevelopment of the Property, as specified in this Agreement:

- a. A Land Development Code text amendment establishing Section 130-143, “Tavernier Commercial Overlay”; and
- b. A Land Use District (“LUD”) Map amendment to apply the Tavernier Commercial Overlay to the Property; and
- c. A Comprehensive Plan text amendment establishing Goal 113, Objective 113-1, and Policy 113-1.1, “Tavernier Workforce Housing Subarea”; and
- d. A Major Conditional Use Permit for the development contemplated herein; and
- e. A Variance granted by the Planning Commission to access standards in Chapter 114, Article VII of the Land Development Code; and
- f. An NROGO Allocation Award for all new nonresidential floor area in accordance with Land Development Code Sections 130-143 and 138-48; and
- g. A reservation of eighty-six (86) workforce housing early evacuation unit allocations via BOCC resolution in accordance with Monroe County Comprehensive Plan Policy 113.1.1; and
- h. An Alcoholic Beverage Special Use Permit if alcoholic beverages are to be sold upon the premises; and
- i. Building permits shall be required for the development contemplated herein. The development shall be consistent with all applicable Codes,

including but not limited to the Monroe County Comprehensive Plan, Monroe County Land Development Code, Monroe County Code of Ordinances, and Florida Building Code; and

- j. Building permit required for the lawful filling of the manmade weir pit located on the Property; and
- k. All other necessary development approvals that are required under applicable law and under and pursuant to the Monroe County Land Development Code, Code of Ordinances, Comprehensive Plan, and Florida Building Code.

O. **Consistency.** The development allowed under this Agreement is consistent with the Monroe County Comprehensive Plan and Land Development Code.

P. **Breach, Amendment, Enforcement, and Termination.**

1. Material Breach. A material breach is the failure of any signatory party to comply with the terms of this Agreement after Notice has been provided in conformity with this Agreement.
2. Notice. Upon any signatory party's material breach of the term(s) and/or condition(s) of this Agreement, the non-breaching signatory party shall serve written notice and shall provide the opportunity, within ninety (90) days, to propose a method of fulfilling the Agreement's terms and conditions or curing the breach. All signatory party(ies) shall be provided an additional ninety (90) days (measured from the date of service of written notice) to cure the material breach or to negotiate an amendment to this Agreement within a reasonable time, as mutually agreed to by the signatory parties.
3. Amendment or Termination. The signatory parties shall at all times adhere to the terms and conditions of this Agreement. Amendment, modification, termination, extension, or revocation of this Agreement shall be made in accordance with the notice and process requirements of this Agreement.
  - a. No modifications, extensions, amendments, or alterations of the terms or conditions contained herein shall be effective unless contained in a written document approved and executed by the signatory parties.
  - b. Amendment, modification, extension, or termination shall require at least two (2) public hearings. The hearings shall be held pursuant to an application filed with Monroe County by the Party seeking to amend, modify, extend, or terminate this Agreement, along with the requisite filing fee(s). Notice of public hearing(s) shall be in accordance with the Monroe County Land Development Code and materially relevant Florida Statutes.

- c. Upon termination or expiration of this Agreement, the Property shall be subject to the laws, regulations, and rules of, including but not limited to, the Florida Building Code, Monroe County Code of Ordinances, Monroe County Land Development Code, and Monroe County Comprehensive Plan.
4. The County shall, without liability to itself, have site access to the Property at reasonable times and with reasonable notice, for the purpose of inspection to monitor and ensure compliance with the terms and/or provisions of this Agreement. For purposes of this paragraph, reasonable notice shall mean no less than twenty-four (24) hours prior to the proposed inspection.
5. Enforcement.
  - a. After notice and an opportunity to respond and/or cure the material breach as provided for below, Monroe County may utilize appropriate remedies, including but not limited to code enforcement remedies, to cure any breach after notice and an opportunity to cure has been provided in conformity with this Agreement.
  - b. An “aggrieved or adversely affected party”, as defined in Section 163.3215(2), Florida Statutes, may file an action for declaratory, injunctive, or other relief in the Circuit Court of the Sixteenth Judicial Circuit, under Section 163.3215, Florida Statutes, to initiate and/or maintain a de novo action to challenge any decision granting or denying an application for, or to prevent such local government from taking any action on, a development order, as defined in Section 163.3164, Florida Statutes, on the basis that the development order materially alters the use or density or intensity of use on the Property, rendering it not consistent with the Comprehensive Plan. As prescribed by Section 163.3215(3), Florida Statutes, such a de novo action must be filed no later than thirty (30) days following rendition of a development order or other written decision, or when all local administrative appeals, if any, are exhausted, whichever occurs later. The signatory parties, their successors, or assigns, or any “aggrieved or adversely affected party” as defined in Section 163.3215(2), Florida Statutes, may file an action for injunctive relief in the Circuit Court of the Sixteenth Judicial Circuit, under Florida Statutes Section 163.3215, to enforce the terms of this Agreement and/or to challenge compliance with the provisions of Section 163.3243, Florida Statutes. Such remedy is cumulative to any other remedy or remedies available under general or local law.
  - c. Nothing contained herein shall limit any other laws, powers, rights, or remedies that the County or the Parties have, or may have in the future, to enforce this Agreement.

6. Non-Reliance by Third-Parties. No person or entity shall be entitled to rely upon the term(s) or provision(s) to enforce or attempt to enforce any third-party claim(s) or entitlement(s) to any service(s), term(s), provision(s), or program(s) memorialized or contemplated hereunder.
- Q. **State and Federal Law.** If State and/or Federal laws in a materially relevant way preclude the signatory parties' compliance with this Agreement, this Agreement shall be modified to the extent necessary to ensure compliance with the materially relevant State and/or Federal laws. In the event any provision, or any portion of any provision of this Agreement is held invalid, the other provisions of this Agreement and the remaining portion of said provision, shall not be affected thereby and shall continue in full force and effect.
- R. **Compliance with Other Laws.** The failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve the signatory parties of the necessity of complying with the laws governing said permitting requirements, conditions, terms, or restrictions.
- S. **No Development Order or Development Permit.** This Agreement is not and shall not be construed under general or local law to constitute a "Development Order" or a "Development Permit" or like authorization to commence development, nor shall it relieve the Parties of the obligations to obtain necessary development approvals that are required under applicable law under and pursuant to the Monroe County Land Development Code and Comprehensive Plan and this Agreement.
- T. **Good Faith; Further Assurances; No Cost.** The signatory parties to this Agreement have negotiated in good faith. It is the intent and agreement of the signatory parties that they shall cooperate with each other in good faith to effectuate the purposes and intent of, and to satisfy their obligations under, this Agreement in order to secure to themselves the mutual benefits created under this Agreement. The signatory parties agree to execute such further documents as may be reasonably necessary to effectuate the provisions of this Agreement; provided that the foregoing shall in no way be deemed to inhibit, restrict, or require the exercise of Monroe County's police power or actions of Monroe County when acting in a quasi-judicial or quasi-legislative capacity. Wherever in this Agreement a provision requires cooperation, good faith, or similar effort to be undertaken at no cost to a party, the party co-operating, reviewing, or undertaking the effort shall, nonetheless, bear its cost of attendance at meetings, hearings or proceedings and comment and/or execution of documents, inclusive of the expense of its counsel.
- U. **Successors and Assigns.** This Agreement shall constitute a covenant running with the land, which shall be binding upon the Parties, their successors in interest, heirs, assigns, and personal representatives.
- V. **Joint Preparation.** This Agreement has been drafted with the participation of Monroe County, Blackstone and Vestcor, and their counsel and shall not be construed against any party on account of draftsmanship. The captions of each article, section and subsection contained in this Agreement are for ease of reference

only and shall not affect the interpretive meaning of this Agreement. Whenever the term “included” is used in this Agreement, it shall mean that the included items, or terms are included without limitation as to any other items or terms, which may fall within the listed category.

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

The address of Monroe County shall be:

Monroe County Administrator  
1100 Simonton Street  
Room 2-205  
Key West, Florida 33040

with copies to:

Robert B. Shillinger  
Monroe County Attorney  
Monroe County Attorney’s Office  
1111 12<sup>th</sup> St., Suite 408  
Key West, FL 33040

and

Senior Director  
Monroe County Planning and Environmental Resources Department  
2798 Overseas Highway, Suite 400  
Marathon, FL 33050

The address of Blackstone, a Florida-registered limited liability company, shall be:

Blackstone Group Tavernier 925, L.L.C.  
One Lawrence Square  
Springfield, IL 62704

with a copy to:

Smith Hawks, PL  
138 Simonton Street  
Key West, FL 33040

The address of VC Tavernier, LLC, a Florida-registered limited liability company, shall be:

VC Tavernier, LLC  
1649 Atlantic Blvd  
Jacksonville, FL 32207

with a copy to:

Smith Hawks, PL  
138 Simonton Street  
Key West, FL 33040

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

- X. **Force Majeure.** Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefore, riot, civil commotion, fire or other casualty and other causes beyond the reasonable control of the party obligated to perform, excluding the financial inability of such party to perform and excluding delays resulting from appeals or rehearing, shall excuse the performance by such party for a period equal to any such period of prevention, delay or stoppage. In order to avail itself of this force majeure provision, the signatory party invoking the same shall provide the other party with a written notice that shall consist of a recitation of all events that constitute force majeure events under this Section, together with the beginning and ending dates of such events.
- Y. **Construction.**
1. This Agreement shall be construed in accordance and with the laws of Monroe County and the State of Florida. The signatory parties to this Agreement have participated fully in the negotiation and preparation hereof; and, accordingly, this Agreement shall not be more strictly construed against any one of the Parties hereto.
  2. In construing this Agreement, the use of any gender shall include every other and all genders, and captions and section and paragraph headings shall be disregarded.
  3. All of the exhibits attached to this Agreement are incorporated fully, and made a part of, this Agreement.
- Z. **Omissions.** The signatory parties recognize and agree that the failure of this Agreement to address a particular permit, condition, terms, or restriction shall not relieve either signatory party of the necessity of complying with the law(s) governing said permitting requirement(s), condition(s), term(s), or restriction(s) notwithstanding any such omission.
- AA. **Governing Laws/Venue.** The signatory parties agree that any and all suits or actions at law shall be brought in the Sixteenth Judicial Circuit for Monroe County,

Florida, and no other jurisdiction. This Agreement shall be construed and interpreted under the laws of Monroe County and the State of Florida. The signatory parties waive their right(s) to a jury trial. In the event of any suit, action, or proceeding, in law or in equity, between the signatory parties to enforce a provision, term, law, rule, or regulation contained or referenced herein, the signatory parties waive any and all right to seek or obtain attorney's fees, damages, or costs against one another.

- BB. **Mediation.** Mediation proceedings initiated and/or conducted pursuant to this Agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the circuit court of Monroe County. This Agreement is not subject to arbitration.
- CC. **Entire Agreement.** This Agreement, together with the documents referenced herein, constitute the entire Agreement and understanding among the signatory parties with respect to the subject matter hereof, and there are no other agreements, representations, or warranties other than as set forth herein. This Agreement may not be changed, altered, or modified except by an instrument in writing signed by the signatory party against whom enforcement of such change would be sought and subject to the requirements for the amendment of development agreements in the Monroe County Code(s), Comprehensive Plan, and Florida Local Government Development Agreement Act.
- DD. **Counterparts.** This Agreement may be executed in one or more counterparts, and by the different Parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.
- EE. **Recording.** Monroe County shall record this Agreement with the Clerk of the Circuit Court of Monroe County within fourteen (14) days following signature by all Parties. Blackstone and Vestcor agree that they shall be responsible for all recording fees and other related fees and costs related to the recording and delivery of this Agreement as described in this Section. The provisions hereof shall remain in full force and effect during the term hereof and shall be binding upon all successors-in-interest to the signatory parties to this Agreement.
- FF. **Inconsistency, Partial Invalidity, Severability, and Survival of Provisions.** If any condition, provision, reservation, restriction, right, or term memorialized or referenced herein, or any portion(s) thereof, is/are held to be invalid or unenforceable in or by any administrative hearing officer or court of competent jurisdiction, the invalidity or unenforceability of such condition, provision, reservation, restriction, right, term, or any portion(s) thereof, shall neither limit nor impair the operation, enforceability, or validity of any other condition, provision, reservation, restriction, right, term, or any remaining portion(s) thereof. All such other conditions, provisions, reservations, restrictions, rights, terms, and remaining portion(s) thereof shall continue unimpaired in full force and effect.

GG. **Effective Date.** The “Effective Date” of this Agreement is forty-five (45) days after the duly signed and recorded Agreement is received by the Florida Department of Commerce pursuant to Chapter 380, Florida Statutes, and if appealed, until the appeal(s) is/are fully and finally resolved.

*[Remainder of Page Intentionally Left Blank - Signature Pages to Follow]*

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals on the day and year below written.

Sign, sealed, and delivered in the presence of:

**VC TAVERNIER, LLC,**  
a Florida limited liability company.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Witness (printed or typed)

Witness Address: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Witness (printed or typed)

Witness Address: \_\_\_\_\_  
\_\_\_\_\_

BY: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Dated: \_\_\_\_\_

**STATE OF FLORIDA  
COUNTY OF MONROE**

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_, as \_\_\_\_\_ of **VC TAVERNIER, LLC**, a Florida limited liability company. He / She is  personally known to me, OR  produced \_\_\_\_\_ as identification and  did OR  did not take an oath.

(SEAL)

\_\_\_\_\_  
Notary Public, State of Florida

\_\_\_\_\_  
Printed Name

My Commission expires: \_\_\_\_\_

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals on the day and year below written.

Sign, sealed, and delivered in the presence of:

**BLACKSTONE GROUP - TAVERNIER 925, L.L.C.**, a Florida limited liability company.

\_\_\_\_\_  
Signature

BY: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
Name of Witness (printed or typed)

Witness Address: \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Witness (printed or typed)

Witness Address: \_\_\_\_\_

**STATE OF FLORIDA  
COUNTY OF MONROE**

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_, as \_\_\_\_\_ of **BLACKSTONE GROUP - TAVERNIER 925, L.L.C.**, a Florida limited liability company. He / She is  personally known to me, OR  produced as identification and  did OR  did not take an oath.

(SEAL)

\_\_\_\_\_  
Notary Public, State of Florida

\_\_\_\_\_  
Printed Name

My Commission expires: \_\_\_\_\_

ATTEST: KEVIN MADOK, CLERK

MONROE COUNTY BOARD OF  
COUNTY COMMISSIONERS

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AS DEPUTY CLERK

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MAYOR JAMES K. SCHOLL



AECOM  
110 E Broward Boulevard  
Suite 700  
Fort Lauderdale, FL 33301  
www.aecom.com

January 24, 2025

Ms. Janene Sclafani  
Transportation Planner  
Monroe County Planning and Environmental Resources Department  
2798 Overseas Highway, Suite 410  
Marathon, Florida 33050-4277

**Re: Mixed-Use Development (92501 Overseas Highway, Tavernier) - File No. 2024-041  
Crash Data Review and Clear Sight Triangle Analysis**

Dear Ms. Sclafani:

We have reviewed the responses from the applicant (received by Monroe County on 12/23/2024). Below are our comments for your consideration:

#### **Crash Data Review**

1. Crash data reviewed does not include the influence area of the driveway. Typically, as part of safety reviews, the crash data for the influence area (which extends to 0.05 miles on either side) is reviewed to identify crash patterns.  
**Applicant Response:** As requested, we have expanded the crash study area to include 0.05 mile to the north and south of the subject driveway. We have requested the crash data from the Florida Department of Transportation (FDOT) and will provide that information to Monroe County as soon as we receive it.  
**AECOM Response:** Response acknowledged.  
**AECOM Response:** Please submit the updated report along with crash data for the expanded area.
2. The study area does not seem to have roadway lighting. As the proposed Mixed-Use development consists of a supermarket (Publix), a liquor store, and multifamily affordable housing community, it may generate pedestrian/bicycle activity. As such, roadway lighting may be necessary to improve visibility.  
**Applicant Response:** The reviewer is correct in noting that the study area currently lacks roadway lighting. The subject mixed-use site will include lighting that will adequately illuminate the parking lot and pedestrian facilities within the property. If desired, a broader roadway lighting plan that encompasses the overall study area would best be addressed by Monroe County and/or the FDOT as the beneficiaries would extend well beyond the mixed-use development.  
**AECOM Response:** The study area does not seem to have roadway lighting. It is critical that US 1 in the vicinity of the project driveway has adequate lighting to provide visibility for vehicular and pedestrian/bicycle traffic entering/exiting the proposed development. Street lighting is needed to reduce the potential for nighttime crashes associated with the traffic generated from the development. As such, it is the responsibility of the applicant to provide lighting at the project driveway on US 1, to mitigate any potential impacts from the development.  
**Applicant response:** The proposed site plan includes the lighting required for this project both on site and at the driveway connection to Overseas Highway/US 1. A broader areawide lighting plan for Overseas Highway/US 1 should not be the responsibility of this project. Instead, lighting along Overseas Highway/US 1 should be the responsibility of Monroe County and/or FDOT and should be addressed as soon as possible as to address any existing safety concerns.  
**AECOM Response:** The photometric plan does not show light levels on US 1 at the driveway. It is critical that US 1 in the vicinity of the project driveway has lighting to provide adequate visibility for vehicular and pedestrian/bicycle traffic entering/exiting the proposed development. Street lighting is needed to reduce the potential for nighttime crashes associated with the traffic generated from the development. As such, it is the responsibility of the applicant to provide lighting on US 1 at the project driveway to mitigate any potential adverse safety impacts from the development.

3. Consider adding a section describing existing pedestrian/bicycle facilities (such as sidewalks/crosswalks, etc.), any potential deficiencies and associated enhancements.  
Applicant Response: Once we receive the updated/expanded crash data from the FDOT, we will prepare an update to the crash data report, and we will include the requested information relative to pedestrian and bicycle facilities/deficiencies (if any) and proposed enhancements.  
AECOM Response: Response acknowledged. Please submit the updated report for review.
  
4. Based on Google Street View (see below), it appears that some markings/signs related to prohibiting wrong-way movements are missing and some markings are faded at the intersections connecting the access road with US 1 northbound and US 1 southbound. Consider adding a section related to potential signing and pavement marking enhancements.  
Applicant Response: Based upon the image provided in the comments from the reviewer, it does appear that some traffic control elements (i.e. signage and markings) are missing or are faded. In fact, some of the apparent missing elements are a major safety concern. Since the mixed-use project is in the planning stages, it is recommended that Monroe County Public Works and/or the FDOT be made aware of these deficiencies so that they can be corrected as soon as possible.  
AECOM Response: Response acknowledged. Consider adding a section related to potential signing and pavement marking enhancements in the report.  
Applicant response: Since the referenced conditions are existing, we believe that it would be more effective to coordinate as soon as possible with Monroe County and/or FDOT.

AECOM Response: The Monroe County will coordinate with the FDOT, but it would be better to have a section regarding signing and pavement marking enhancements in the TIS report for effective coordination.



### **Clear Sight Triangle Analysis Memorandum**

1. Page 5: Design speeds of 45 mph and 50 mph were used for calculations. Please clarify which is the correct design speed and update the calculations as needed.  
Applicant Response: Plans have been updated to include an existing design speed of 45 mph as shown in as built typical section package which correlated with the calculations performed using 45 mph. Report has been updated to remove inconsistency.  
AECOM Response: Comment addressed.
  
2. Exhibit 1 below: Please clarify if the sight triangle shown in blue circle is related to US 1 traffic?  
Applicant Response: Exhibit 1 is related to the sight distance for the existing traffic from the study area.  
AECOM Response: Comment addressed.
  
3. Exhibit 1 label at the bottom right corner states “right-turn exit.” Please clarify if this sight triangle is adequate for the westbound through movement?  
Applicant Response: Exhibit 1 reflects all movements exiting from the study area and the exhibit has been updated to reflect the intent.  
AECOM Response: Comment addressed.
  
4. Clarify if the sight distance is adequate for the westbound left-turn movement to US 1 southbound?  
Applicant Response: The study area was limited to the exiting and entrance approaches to and from the site's study area.  
AECOM Response: Response provided does not answer the question regarding the adequacy of sight distance for the westbound left-turn movement to US 1 southbound.  
Applicant response: Regarding comment #5 of the “Clear Sight Triangle Analysis Memorandum” comments, the westbound to southbound movement was not called into question by the County and, as such, was not part of the

requested sight distance evaluation. Furthermore, there does not appear to be any sight distance limitations (i.e. physical obstructions or roadway curvature) for this movement.

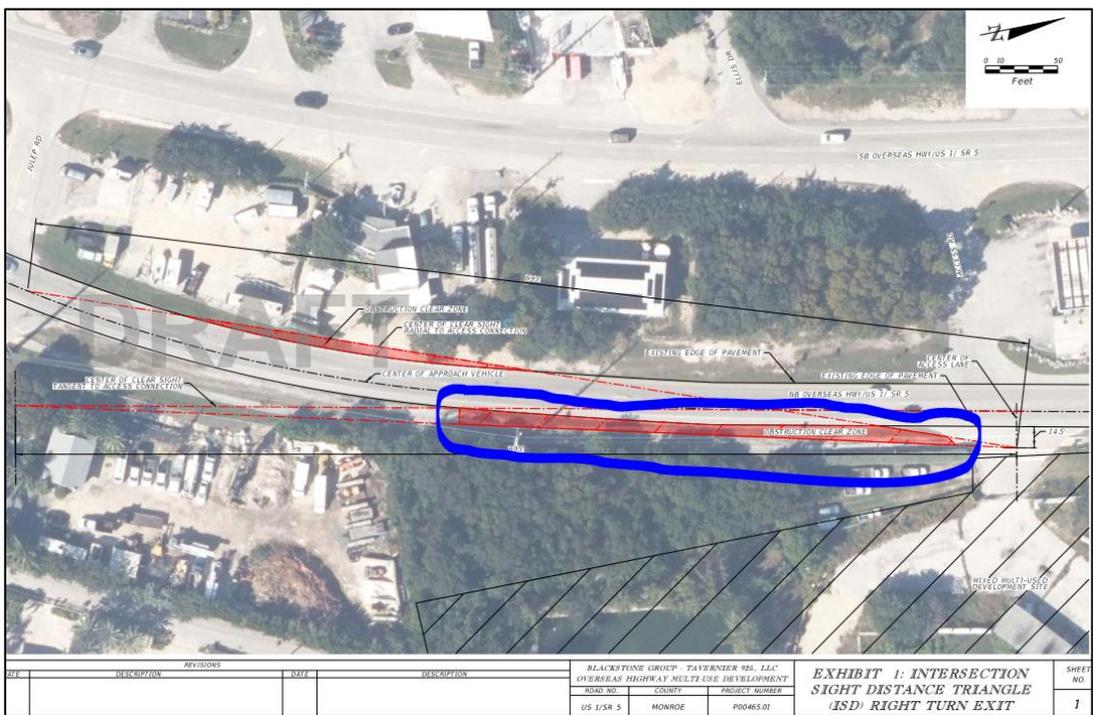
**AECOM Response:** Comment addressed.

- The engineering firm that prepared the clear sight triangle analysis is not on the Monroe County's Pre-Qualified Firm list. Please submit necessary documents to be pre-qualified. Please contact Ms. Janene Sclafani at 305.289.2545 or at [Sclafani-Janene@MonroeCounty-FL.Gov](mailto:Sclafani-Janene@MonroeCounty-FL.Gov) for additional questions.

**AECOM Response:** There was no response to this comment. Please confirm if the required documents were submitted to pre-qualify the firm that completed the Clear Sight Triangle Analysis Memorandum.

**Applicant response:** Lastly, regarding comment #6 pertaining to the "Clear Sight Triangle Analysis Memorandum", the firm responsible for this analysis (HBC Engineering Company) is working as a consultant to the project team and we do not believe that they need to be pre-qualified for this effort provided that the primary traffic engineering consultant on the assignment is on the County's pre-qualified list. Furthermore, the current list of pre-qualified traffic engineering firms in Monroe County indicates that the firms on the list "have been pre-qualified by Monroe County to prepare Traffic Impact Reports." The services provided by HBC are considered to be roadway design analyses and are not considered to be traffic engineering services for a traffic impact analysis.

**AECOM Response:** Response acknowledged. For future reference, please note that Monroe County would like to have all firms performing any type of work associated with TIS to be pre-qualified.



If you have any questions, please contact me at (954) 330-9111.

Sincerely,  
AECOM Technical Services, Inc.

APPLICATION  
**MONROE COUNTY**  
**PLANNING & ENVIRONMENTAL RESOURCES DEPARTMENT**



**RECEIVED**  
*2024-041*  
**FEB 22 2024**  
 MONROE COUNTY  
 PLANNING DEPT.

**Request for a Development Agreement or an Amendment to a Development Agreement**

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

Development Agreement Application Fee: \$13,460.00

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

Advertising Costs: \$245.00

Surrounding Property Owner Notification: \$3.00 for each property owner required to be noticed

Transportation Study Review: \$5,000.00 Deposit (any unused funds will be returned upon approval)

Advertising and Noticing fees for a community meeting: \$245.00 plus \$3.00/SPON

**Date of Request:** 02 / 14 / 2024  
 Month Day Year

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

Smith Hawks, PL

Barton W. Smith / Jess Miles Goodall

Applicant (Name of Person, Business or Organization)

Name of Person Submitting this Application

138 Simonton Street, Key West, Florida 33040

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

Bart@Smithhawks.com,  
 Jess@Smithhawks.com, and  
 Brandi@SmithHawks.com

(305) 296 7227

Work Phone

Home Phone

Cell Phone

Email Address

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

Blackstone Group-Tavernier 925, LLC and The Vestcor Companies, Inc\* c/o Agent

(Name/Entity)

Contact Person

c/o Agent

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

c/o Agent

c/o Agent

Work Phone

Home Phone

Cell Phone

Email Address

**Legal Description of Property:**

(If in metes and bounds, attach legal description on separate sheet.)

27

62

Island of Key Largo

Tavernier

Block

Lot

Subdivision

Key

00490250-000000 and 00089490-000000

1101389 and 1605689

Real Estate (RE) / Parcel ID Number

Alternate Key Number

92501 Overseas Highway, Tavernier, Monroe County, Florida

92.5

Street Address (Street, City, State & Zip Code)

Approximate Mile Marker

**\* Pursuant to Florida Statute 163.3223, any local government may, by ordinance, establish procedures and requirements, as provided in ss. 163.3220-163.3243, to consider and enter into a development agreement with any person having a legal or equitable interest in real property located within its jurisdiction.**

APPLICATION

If more than one property will be affected by the development agreement, please attach additional sheets providing the names of all property owners and the legal descriptions of all properties (with real estate numbers) involved.

Future Land Use Map Designation(s) of Property(s): Mixed Use/Commercial (MC) and Residential High (RH)

Land Use (Zoning) District Designation(s) of Property(s): Suburban Commercial (SC) and Urban Residential (UR)

Present Land Use(s) of Property(s): Heavy industrial - Cement Plant

Land Area of Property(s): 841,940 SF or 19.33 acres (Gross area) 630,588 SF or 14.48 acres (Upland)

Provide the names of all parties which would be involved in the development agreement:

Blackstone Group - Tavernier 925, L.L.C.

The Vestcor Companies, Inc

Provide a clear description of the proposed use(s) on the property(s):

See attached Proposed Development Agreement.

Provide a clear description of the proposed population densities, and the proposed building intensities and height for the development on the property(s):

See attached Proposed Development Agreement.

Provide a clear description of public facilities that will service the development, including who shall provide such facilities; the date any new facilities (if needed) will be constructed; and a schedule to assure public facilities are available concurrent with the impacts of the development:

See attached Proposed Development Agreement.

Provide a clear description of any reservation or dedication of land for public purposes:

See attached Proposed Development Agreement.

Proposed duration of development agreement (Note: May not exceed 10 years): See attached Proposed Development Agreement.

A development agreement must be consistent with the Comprehensive Plan and Land Development Regulations.

APPLICATION

**Applicants requesting a Development Agreement shall provide for public participation through a community meeting.**

*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 and 120 days prior to the first of any public hearings required for development approval.

*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.**

**Is there an existing approved Development Agreement for this site(s)?**  Yes  No

**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: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## APPLICATION

All of the following items must be included in order to have a complete application submission:

(Please check the box as each required item is attached to the application.)

- Complete development agreement application (unaltered and unbound)
- If requesting an amendment, attached a copy of the recorded Development Agreement
- Correct fee (check or money order payable to *Monroe County Planning & Environmental Resources*)
- Proof of ownership (i.e., Warranty Deed) **Tab A**
- Ownership Disclosure Form **Tab B**
- Current Property Record Card(s) from the Monroe County Property Appraiser **Tab C**
- Location map **Tab D**
- Photograph(s) of site(s) from adjacent roadway(s) **Tab E**
- 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 **Tab F**
- Written description of project **See attached Proposed Development Agreement**
- A list of names and addresses of all property owners within a 600 foot radius of the property(s). 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 **Tab G**

If applicable, the following items must be included in order to have a complete application submission:

(Please check the box as each required item is attached to the application.)

- Notarized Agent Authorization Letter (note: authorization is needed from all owner(s) of the subject property) **Tab H**
- Signed and Sealed Site Plan(s), prepared by a Florida registered architect, engineer or landscape architect – 8 sets (drawn to a scale of 1 inch equals 20 feet, except where impractical and the Director of Planning authorizes a different scale) **Tab I**
- Floor Plans for all proposed structures and for any existing structures to be redeveloped – eight (8) sets (drawn at an appropriate standard architectural scale and including handicap accessibility features) \*\*
- Elevations for all proposed structures and for any existing structures to be modified – eight (8) sets (with the elevations of the following features referenced to NGVD 29: existing grade; finished grade; finished floor elevations (lowest supporting beam for V-zone development); roofline; and highest point of the structure) \*\*
- Landscape Plan(s) by a Florida registered landscape architect – 8 sets (may be shown on the site plan; however, if a separate plan, drawn to a scale of 1 inch equals 20 feet, except where impractical and the Director of Planning authorizes a different scale) \*\*
- Traffic Study(s), prepared by a licensed traffic engineer **Tab J**
- Relevant Letters of Coordination \*\*

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

\* \* \* \* \*

**\*\* Previously Submitted with MCUP Application File #2022-012**

APPLICATION

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: [Handwritten Signature]

Date: 02/14/2024

STATE OF Florida

COUNTY OF Monroe

Sworn to and subscribed before me this 14<sup>th</sup> day of February, 2024, by means of EITHER  physical presence OR  online

notarization, by Jess Miles Goodall, who is  personally known to me

(PRINT NAME OF PERSON MAKING STATEMENT)

OR  produced

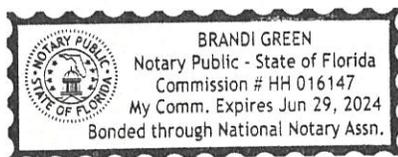
N/A as identification.

(TYPE OF ID PRODUCED)

[Handwritten Signature]  
Signature of Notary Public

Brandi Green  
Print, Type or Stamp Commissioned Name of Notary Public

My commission expires: 06/29/2024



Send complete application package to:

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

SMITH / HAWKS  
ATTORNEYS AT LAW

RECEIVED

2024-041  
FEB 22 2024

MONROE COUNTY  
PLANNING DEPT.

Barton W. Smith, Esq.  
Jess Miles Goodall, Esq.  
Telephone: (305) 296-7227  
Facsimile: (305) 296-8448  
Email: [Bart@SmithHawks.com](mailto:Bart@SmithHawks.com)  
[Jess@SmithHawks.com](mailto:Jess@SmithHawks.com)  
[Brandi@SmithHawks.com](mailto:Brandi@SmithHawks.com)

**SENT VIA EMAIL AND FEDEX**  
**7752 0249 9837**

February 14, 2024

Emily Schemper, AICP, CFM, Senior Director  
Monroe County Planning and Environmental Resources  
2798 Overseas Highway, Suite 400  
Marathon, Florida 33050  
Email: [Schemper-Emily@MonroeCounty-FL.Gov](mailto:Schemper-Emily@MonroeCounty-FL.Gov)

**RE: BLACKSTONE GROUP-TAVERNIER 925, LLC AND THE VESTCOR COMPANIES, INC.'S REQUEST FOR DEVELOPMENT AGREEMENT**

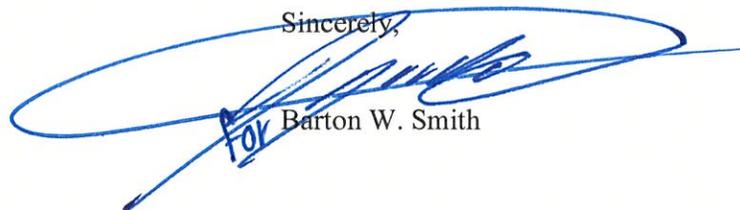
Dear Emily,

Please find enclosed Blackstone Group-Tavernier 925, LLC and the Vestcor Companies, Inc.'s (together, "Applicant") Request for a Development Agreement ("Application") along with two checks totaling the amount of \$15,804.00 representing payment of the fees for the Application. The Application is to enter into a development agreement with Monroe County pursuant to Sections 110-132 and 110-133 of the Monroe County, Florida, Code of Ordinances, and the Florida Local Government Development Agreement Act, Florida Statutes Sections 163.3220-163.3243. The development agreement shall authorize the following development:

- i. Eighty-six (86) deed restricted attached affordable workforce housing dwelling units;
- ii. A total nonresidential commercial floor area of up to 49,900 square feet;
- iii. Additional amenities ancillary and accessory to the residential and nonresidential uses.

A copy of the Application package is enclosed, please date-stamp and return the copy using the enclosed self-addressed envelope. Please do not hesitate to contact me with any questions.

Sincerely,



for Barton W. Smith

BWS/bg

Enclosures

Cc: (Electronically): Ilze Aguila, Sr. Planning Commission Coordinator ([Aguila-Ilze@MonroeCounty-FL.Gov](mailto:Aguila-Ilze@MonroeCounty-FL.Gov))

## **DEVELOPMENT AGREEMENT**

This DEVELOPMENT AGREEMENT ("Agreement") is entered into on the \_\_\_\_ day of \_\_\_\_\_ 2024, by and between MONROE COUNTY, a political subdivision of the State of Florida ("Monroe County"), and BLACKSTONE GROUP - TAVERNIER 925, L.L.C., a Florida limited liability corporation ("Blackstone"), its heirs, assigns, and successors in interest and THE VESTCOR COMPANIES, INC., a Florida corporation ("Vestcor"), its heirs, assigns, and successors in interest (singularly a "Party", or collectively the "Parties"), pursuant to Sections 110-132, 110-133 of the Monroe County, Florida Code of Ordinances ("Monroe County Code") and the Florida Local Government Development Agreement Act, Florida Statutes Sections 163.3220-163.3243 (2023) and is binding on the "Effective Date" set forth herein:

### **WITNESSETH:**

Monroe County and the Parties hereto hereby agree as follows:

#### **I. RECITALS**

- A.** This Agreement involves the future redevelopment of property located at 92501 Overseas Hwy, Tavernier, Monroe County, Florida, having Monroe County Real Estate numbers: 00490250-000000 and 00089490-000000 ("Property"), fronting U.S. 1, the legal description of which is contained in **Exhibit A**. Blackstone and Vestcor have a legal and equitable interest in the Property pursuant to that certain Purchase and Sale Agreement dated May 17, 2021 (as amended the "Purchase Agreement").
- B.** All Parties have the authority to enter into this Agreement through Florida Statute Sections 163.3220-163.3243 and their individual equitable interest of the Property.
- C.** Section 163.3223, Florida Statutes, authorizes Monroe County to enter into development agreements with landowners and/or governmental agencies to encourage a stronger commitment to comprehensive and capital facilities planning, ensure the provision of adequate public facilities for development, encourage the efficient use of resources, and reduce the economic cost of development.
- D.** This Agreement, among other things, is intended to and shall constitute a development agreement among the Parties pursuant to the Florida Local Government Development Agreement Act, Sections 163.3220 163-3243, Florida Statutes (the "Act").
- E.** The Parties recognize that the public noticing and hearing procedures shall follow the requirements of F.S. 163.3225, which require public hearings before the Planning Commission and the Board of County Commissioners ("BOCC") for consideration of a development agreement.
- F.** Monroe County finds that entering into this Agreement furthers the purposes, goals, objectives, and policies of the Monroe County Year 2030 Comprehensive Plan ("Comprehensive plan").

**G.** The Property, 92501 OVERSEAS Hwy, TAVERNIER, Florida, is generally described as follows:

1. Blackstone and Vestcor have a legal and equitable interest in that certain real property located at 92501 OVERSEAS Hwy, TAVERNIER, Florida. A copy of the Purchase Agreement evidencing the Parties' legal and equitable interest is attached hereto and incorporated herein as **Exhibit B**. Currently the property is scarified land operated as an industrial cement plant.
2. As of the date of this Agreement, the Property is assessed by the Monroe County Property Appraiser as real estate numbers 00490250-000000 and 00089490-000000.
3. The Comprehensive Plan designates the approximately 8.24 acres of the Property, associated with the Commercial Development (as defined below), as Mixed Use/Commercial (MC) on its Future Land Use Map.
4. The Future Land Use Map for the approximately 11.09 acres of the Property, associated with the Affordable Housing Development, has been amended from MC to Residential High (RH) simultaneously with the approval of this Agreement.
5. The County Land Use District (zoning) Maps designate approximately 8.24 acres of the Property, associated with the Commercial Development (as defined below), as Suburban Commercial (SC).
6. The Land Use District (zoning) Maps for approximately 11.09 acres of the Property, associated with the Affordable Housing Development, has been amended from SC to Urban Residential (UR) simultaneously with the approval of this Agreement.
7. The County Tier Overlay District map designation for the Property is Tier III.
8. The Property consists of 19.33 acres of gross area, consisting of 14.5 upland acres, and 4.82 acres of mangroves.
9. The Property is currently operated as an industrial cement plant with outdoor storage.
10. The Property is required to receive a Nonresidential Rate of Growth Ordinance ("NROGO") for any required NROGO not associated with the Property and is required to receive a Rate of Growth Ordinance ("ROGO") allocation for all required residential ROGOs not associated with the Property.

- H. Section 163.3223, Florida Statutes, authorizes Monroe County to enter into agreements with landowners and/or governmental agencies to encourage a stronger commitment to comprehensive and capital facilities planning, ensure the provision of adequate public facilities for development, encourage the efficient use of resources, and reduce the economic cost of development.

## II. PURPOSE

- A. The overall purpose of this Agreement is to allow the redevelopment of the Property with up to Forty-Nine Thousand Nine-Hundred square foot (49,900 sf) of nonresidential floor area, pursuant to Monroe County Code Sections 130-93 and 130-143 on the approximately 8.24 upland acres zoned Suburban Commercial (“Commercial Development”), and up to eighty-six (86) attached affordable workforce housing dwelling units pursuant to Monroe County Code Sections 130-97, 130-143 and Monroe County Comprehensive Plan Goal 113, Objective 113.1, and Policy 113.1.1, on the approximately 6.38 acres of upland zoned Urban Commercial (“Affordable Housing Development”).
- B. This Agreement allows the redevelopment of the Property utilizing, as part of its overall development, a Forty-Nine Thousand Nine-Hundred square foot (49,900 sf) NROGO allocation from the County, pursuant to Monroe County Code Sections 130-143; and eighty-six (86) workforce housing early evacuation building units allocated by the County, pursuant to Monroe County year 2030 Comprehensive Plan (“Comp. Plan”) Goal 113, Objective 113.1, and Policy 113.1.1, in compliance with all applicable provisions of Florida Statutes, the Principles for Guiding Development in the Florida Keys Area of Critical State Concern, the Comprehensive Plan, and the Monroe County Code.
- C. The Agreement allows the Parties to implement the provisions of Monroe County Code and Comprehensive Plan, as applied to the Property, to develop nonresidential floor area and much needed affordable workforce housing at the Property, that fits the community character and architectural design of Tavernier.

## III. AGREEMENT REQUIREMENTS

- A. **Recitals.** The recitals explaining the intent and purpose of the project as set forth in the preceding clauses are incorporated herein and form a material part of this Agreement. The Parties recognize the binding effect of Florida Statutes Sections 163.3220-163.3243, as to the form and content of this Agreement and in accordance therewith set forth and agree to the following:
- B. **Legal Description and Ownership.** The legal description for the Property is set forth in **Exhibit A**.
- C. **Duration of Agreement.** This Agreement shall remain in effect until either 1) the expiration of ten (10) years from the "Effective Date" as defined herein; or 2) issuance of the certificate of occupancy for the nonresidential structure and issuance of all certificates of occupancy for the eighty-six (86) affordable

workforce housing dwelling units, whichever occurs sooner. This Agreement may be extended through an amendment to the development agreement and approval at a public hearing, in accordance with Florida Statutes Section 163.3237. For the duration of this Agreement, the Parties agree that any development shall comply with and be controlled by this Agreement, the Monroe County Code, and the Monroe County Comprehensive Plan governing the development of the land in effect on the date of execution of this Agreement, in accordance with Section 163.3220, Florida Statutes.

**D. Permitted Uses.**

1. The property on which the Commercial Development will be located, 92501 OVERSEAS Hwy, TAVERNIER, Florida, is generally described as follows:
  - a. The Commercial Development will be located on a portion of the Property that is approximately 8.13 acres of upland and 0.11 acres of mangrove, and is further legally described on **Exhibit C**, attached hereto, and incorporated herein.
  - b. The approximately 8.13 upland acres currently has a SC Land Use (Zoning) District designation and a corresponding MC Future Land Use Map designation.
  - c. In accordance with this Agreement and with the SC Land Use (Zoning) District, as set forth in Monroe County Code Section 130-46, the principal purpose of the SC Land Use Map Category is to establish areas for commercial uses designed and intended primarily to serve the needs of the immediate planning area in which they are located. This district should be established at locations convenient and accessible to residential areas to reduce trips on U.S. 1.
  - d. In accordance with this Agreement and with the SC Land Use (Zoning) District, as set forth in Monroe County Code Section 130-93, and in compliance with other provisions of the Monroe County Code, the permitted uses in the Land Use (Zoning) District include Commercial retail, office, restaurant uses, or any combination thereof, of low and medium intensity, and of greater than 10,000 square feet in floor area, provided that access to U.S. 1 is by way of: (1) an existing curb cut, (2) a signalized intersections, or (3) a curb cut that is separate from any other curb cut on the same side of U.S. 1 by at least 400 feet. Development on the Property shall be governed and guided by Monroe County Code sections 130-46, 130-93, 130-143, and 130-164.
  - e. Code Section 130-93 provides, in pertinent part:

- a. The following uses are permitted as of right in the Suburban Commercial district:
- (1) Commercial retail, office, restaurant uses, or any combination thereof, of low and medium intensity, and of less than 2,500 square feet of floor area;
  - (2) Institutional residential uses, involving less than ten dwelling units or rooms;
  - (3) Commercial apartments involving less than six dwelling units;
  - (4) Commercial recreation uses limited to:
    - a. Bowling alleys;
    - b. Tennis and racquet ball courts;
    - c. Miniature golf and driving ranges;
    - d. Theaters;
    - e. Health clubs; and
    - f. Swimming pools;
  - (5) Institutional uses;
  - (6) Parks;
  - (7) Public buildings and uses;
  - (8) Accessory uses;
  - (9) Vacation rental use of nonconforming detached and attached dwelling units, if a special vacation rental permit is obtained under the regulations established in section 134-1;
  - (10) Collocations on existing antenna-supporting structures, pursuant to section 146-5(c);
  - (11) Attached wireless communications facilities, as accessory uses, pursuant to section 146-5(d);
  - (12) Replacement of an existing antenna-supporting structure pursuant to section 146-5(b);
  - (13) Stealth wireless communications facilities, as accessory uses, pursuant to section 146-5(e);
  - (14) Satellite earth stations, as accessory uses, pursuant to section 146-5(f);
  - (15) Attached and detached dwellings involving less than six units, designated as employee housing as provided for in section 139-1;
  - (16) Wastewater nutrient reduction cluster systems that serve less than ten residences; and
  - (17) Public infrastructure and utilities, provided that:

- a. The parcel(s) proposed for development shall be separated from any established residential use by a class C bufferyard. As determined by the Planning Director, the bufferyard may be required on all property lines adjacent to an established residential principal use to screen the use from view.
  - b. A solid fence may be required upon determination by the Planning Director.
  
- b. The following uses are permitted as minor conditional uses in the Suburban Commercial district, subject to the standards and procedures set forth in chapter 110, article III:
  - (1) Commercial retail, office, restaurant uses, or any combination thereof, of low and medium intensity, and of greater than 2,500 but less than 10,000 square feet of floor area, provided that access to U.S. 1 is by way of:
    - a. An existing curb cut;
    - b. A signalized intersection; or
    - c. A curb cut that is separated from any other curb cut on the same side of U.S. 1 by at least 400 feet;
  
  - (2) Commercial retail, restaurant uses, or any combination thereof, of high intensity, and of less than 2,500 square feet in floor area; provided that access to U.S. 1 is by way of:
    - a. An existing curb cut;
    - b. A signalized intersection; or
    - c. A curb cut that is separated from any other curb cut on the same side of U.S. 1 by at least 400 feet;
  
  - (3) Institutional residential uses involving ten (10) to twenty (20) dwelling units or rooms, provided that access to U.S. 1 is by way of:
    - a. An existing curb cut;
    - b. A signalized intersection; or
    - c. A curb cut that is separated from any other curb cut on the same side of U.S. 1 by at least 400 feet;
  
  - (4) Commercial apartments involving six to 18 dwelling units, provided that:
    - a. The hours of operation of the commercial uses are compatible with residential uses;

- b. Access to U.S. 1 is by way of:
      - i. An existing curb cut;
      - ii. A signalized intersection; or
      - iii. A curb cut that is separated from any other curb cut on the same side of U.S. 1 by at least 400 feet.
  - c. Tourist housing uses, including vacation rental uses, of commercial apartments are prohibited;
- (5) Hotels of fewer than 25 rooms, provided that:
  - a. One or more of the following amenities are available to guests:
    - i. Swimming pool;
    - ii. Docking facilities; or
    - iii. Tennis courts; and
- (6) Campgrounds and recreational vehicle parks, provided that:
  - a. The parcel proposed for development has an area of at least five acres;
  - b. If the use involves the sale of goods and services, other than the rental of camping sites or recreational vehicle parking spaces, such use does not exceed 1,000 square feet and is designed to serve the needs of the campground; and
  - c. The parcel proposed for development is separated from all adjacent parcels of land by at least a class C bufferyard;
- (7) Light industrial uses, provided that:
  - a. The parcel proposed for development does not have an area of greater than two acres;
  - b. The parcel proposed for development is separated from any established residential use by at least a class C bufferyard; and
  - c. All outside storage areas are screened from adjacent use by a solid fence, wall, or hedge at least six feet in height;
- (8) Attached and detached dwellings involving six (6) to eighteen (18) units, designated as employee housing as provided for in section 139-1; and
- (9) Commercial recreation uses (indoor and outdoor), excluding amusement or sea life parks and drive-in theaters, provided that:
  - a. The parcel of land proposed for development does not exceed five acres;

- b. The parcel proposed for development is separated from any established residential use by a class C bufferyard; and
  - c. All outside lighting is designed and located so that light does not shine directly on any established residential use;
- d. The following uses are permitted as major conditional uses in the destination resort district, subject to the standards and procedures set forth in chapter 110, article III:
- (1) Commercial retail, office, restaurant uses, or any combination thereof, of low and medium intensity, and of greater than 10,000 square feet in floor area, provided that access to U.S. 1 is by way of:
    - a. An existing curb cut;
    - b. A signalized intersection; or
    - c. A curb cut that is separated from any other curb cut on the same side of U.S. 1 by at least 400 feet;
  - (2) Commercial retail, restaurant uses, or any combination thereof, of high intensity, and greater than 2,500 square feet in floor area, provided that access to U.S. 1 is by way of:
    - a. An existing curb cut;
    - b. A signalized intersection; or
    - c. A curb cut that is separated from any other curb cut on the same side of U.S. 1 by at least 400 feet;
  - (3) Institutional residential uses involving twenty (20) or more dwelling units or rooms provided that:
    - a. access to U.S. 1 is by way of:
      - i. An existing curb cut;
      - ii. A signalized intersection; or
      - iii. A curb cut that is separated from any other curb cut on the same side of U.S. 1 by at least 400 feet;
    - b. Tourist housing uses, including vacation rental uses, of institutional residential units are prohibited;
  - (4) Hotels providing 25 or more rooms, provided that:
    - a. The hotel has restaurant facilities on the premises;

- b. One or more of the following amenities are available to guests:
    - i. Swimming pool;
    - ii. Docking facilities; or
    - iii. Tennis courts; and
  - c. Access to U.S. 1 is by way of:
    - i. An existing curb cut;
    - ii. A signalized intersection; or
    - iii. A curb cut that is separated from any other curb cut on the same side of U.S. 1 by at least 400 feet.
- (5) Marinas, provided that:
- a. The parcel proposed for development has access to water at least four feet below mean sea level at mean low tide;
  - b. The sale of goods and services is limited to fuel, food, boating, diving, and sport fishing products;
  - c. All outside storage areas are screened from adjacent uses by a fence, wall, or hedge of at least six feet in height;
  - d. Any commercial fishing activities are limited to the landing of catch, mooring, and docking of boats and storage of traps and other fishing equipment; and
  - e. Each nonwaterside perimeter setback of the parcel proposed for development must have a class C bufferyard within a side yard setback of ten feet;
- (6) Agricultural uses, limited to mariculture, provided that:
- a. The parcel proposed for development is separated from any established residential use by at least a class C bufferyard; and
  - b. All outside storage areas are screened from adjacent uses by a solid fence, wall, or hedge at least six feet in height;
- (7) Heliports or seaplane ports, provided that:
- a. The helicopter is associated with a government service facility, a law enforcement element, or a medical services facility;

- b. The heliport or seaplane port is a Federal Aviation Administration certified landing facility;
  - c. The landing and departure approaches do not pass over established residential uses or known bird rookeries;
  - d. If there are established residential uses within 500 feet of the parcel proposed for development, the hours of operation for non-emergency aircraft shall be limited to daylight; and
  - e. The use is fenced or otherwise secured from entry by unauthorized persons;
- (8) New antenna-supporting structures, pursuant to section 146-5(a);
  - (9) Attached and detached dwellings involving more than 18 units, designated as employee housing as provided for in section 139-1.
- e. The Commercial Development shall be subject to all land development regulations of the Suburban Commercial zoning district with the exception of those regulations contained in Monroe County Code section 130-143.
  - f. Notwithstanding Monroe County Code Section 138-51, the regulations controlling NROGO allocations to the Property shall be governed by Monroe County Code Section 130-143, which provides in pertinent part:
    - (a) **NROGO Allocations.** Notwithstanding Section 138-51, the Tavernier Commercial Overlay District shall have the following NROGO allocation standards provided that the criteria set forth in subsections (f), (g) and (h) of Monroe County Code Section 130-143 are satisfied:
      - i. Maximum allocation of nonresidential floor area. The amount of nonresidential floor area to be allocated or transferred to the Tavernier Commercial Overlay District shall be limited to a maximum of 49,900 square feet.
      - ii. Maximum floor area per structure. A single nonresidential principal structure within the Tavernier Commercial Overlay District shall be permitted to receive an allocation that



and accessory uses. Development within the Tavernier Workforce Housing Subarea shall be governed and guided by Monroe County Comprehensive Plan Goal 113, Objective 113.1, and policy 113.1.1, and Monroe County Code sections 130-51, 130-98, and 130-143.

- g. Monroe County Year 2030 Comprehensive Plan Goal 113 provides, in pertinent part:

### **GOAL 113**

Monroe County shall manage future growth to enhance the quality of life and safety of County residents, and prioritize the provision of workforce housing that is safe, code compliant, and resilient. To incentivize the supply of workforce housing near employment centers, the County shall provide for the development of site-specific land use mechanisms, the allocation of workforce housing early evacuation Rate of Growth Ordinances within the Upper Keys, to address the inadequate availability of workforce housing in the Upper Keys.

This Goal shall only be available to properties within the Residential High (RH) Future Land Use Map (FLUM) category within the Tavernier Commercial Overlay District, as established through a site-specific subarea policy.

#### **Objective 113.1**

Monroe County shall create site-specific subareas located in Tavernier which permit the allocation of workforce housing early evacuation Rate of Growth Ordinances, for developing workforce housing in suitable areas located in close proximity to an employment center (Islamorada). All site-specific areas located in Tavernier shall require a Policy defining the development restrictions and allowances for the site.

#### **Policy 113.1.1 Tavernier Workforce Housing Subarea 1**

The purpose of Tavernier Workforce Housing Subarea 1 is to implement applicable goals, objectives, and policies of the Comprehensive Plan to promote and facilitate development of workforce housing to meet the needs of Monroe County.

Development of workforce housing in the Tavernier Workforce Subarea 1 shall be subject to all regulations applicable to the Residential High (RH) Future Land Use Map designation and the Urban Residential (UR) Land Use District (Zoning) category, except as provided below. In no case shall the subarea policy allow development potential greater than the underlying FLUM category or Land Use (Zoning) District.

#### **2. Density Provisions.**

- a. For consistency with Policy 101.5.26, in order to implement the Florida Keys Carrying Capacity Study and maintain the overall County allocated density and the preservation of native habitat, the allocated density for the Tavernier Workforce Housing Subarea 1 shall be zero (0).

- b. There shall be no maximum net density standard available for market-rate dwelling units or transient units.
- c. The maximum floor area ratio (F.A.R.) for all nonresidential uses within the subarea shall be zero.
- d. In accordance with Policy 101.5.25, the following density and intensity standards shall be applicable to the Tavernier Workforce Housing Subarea 1:

| <b>Estimated Maximum Development Potential</b> |                          |                            |                                  |                         |                       |                              |
|--|--------------------------|----------------------------|----------------------------------|-------------------------|-----------------------|------------------------------|
| <b>Land Use</b>                                | <b>Allocated Density</b> | <b>Maximum Net Density</b> | <b>Gross Upland Area of Site</b> | <b>Open Space Ratio</b> | <b>Buildable Area</b> | <b>Development Potential</b> |
| Market Rate Dwelling Units                     | 0 du/acre                | N/A                        | N/A                              | N/A                     | N/A                   | 0du/acre                     |
| Affordable Dwelling Units                      | 0 du/acre                | <a href="#">N/A</a>        | 6.38 acres                       | 0.20                    | 5.104 acres           | <a href="#">86 du</a>        |
| Transient Units                                | 0 du/acre                | 0 du/acre                  | N/A                              | N/A                     | N/A                   | 0 du/acre                    |
| Nonresidential Uses                            | 0.0 FAR                  | N/A                        | N/A                              | N/A                     | N/A                   | 0 sf                         |

- e. Notwithstanding subsection (d) above, the Tavernier Workforce Housing Subarea 1 is limited to a maximum of eighty-six (86) affordable housing dwelling units.
3. Only the land uses listed below shall be permitted within the Tavernier Workforce Housing Subarea 1.
- a. Permitted as of right.
    - i. Detached dwelling units, designated as employee housing as provided in Monroe County Code Section 139-1;
    - ii. Accessory Uses;
  - b. Permitted as a Major conditional use subject to the standards and procedures set forth in the Monroe County Land Development Code Chapter 110, Article III.
    - i. Attached dwelling units, designated as employee housing as provided in Monroe County Code Section 139-1.
  - c. Permitted and Conditional use limitations.
    - ii. All residential units constructed within the subarea shall be deed-restricted in accordance with Policy 601.1.4;

- iii. No market-rate housing shall be allocated, assigned, transferred to the Tavernier Workforce Housing Subarea, or otherwise developed within the Tavernier Workforce Housing Subarea 1;
- iv. Properties within the Tavernier Workforce Housing Subarea 1 shall not be eligible sender sites for affordable workforce housing ROGO exemptions or TRES;
- v. The income categories for the eighty-six (86) units shall consist of \_\_\_\_\_ ( ) moderate-income units, \_\_\_\_\_ ( ) median income units, and \_\_\_\_\_ ( ) low-income units. Once the eighty-six (86) workforce housing units are developed, the affordable workforce housing income restrictions may be reconfigured within the property so as to ensure occupant(s) can meet the income requirements for the unit occupied.

4. Rate of Growth Ordinance Allocations.

- d. Notwithstanding Comprehensive Plan Policy 101.3.12(a) and Monroe County Code Section 138-24(e)(2)(a), the Tavernier Workforce Housing Subarea shall be eligible to receive eighty-six (86) ROGO allocations by means of either:
  - i. Award of eighty-six (86) workforce housing early evacuation building unit allocations from Monroe County pursuant to the Workforce-Affordable Housing Initiative, reserved by means of a BOCC resolution. The BOCC may, at its discretion, place conditions on the reservation.
- h. The height of any new residential structure associated with the Affordable Housing Development on the Property shall not exceed 38 feet from grade (as defined in section 101-1 of the Code), except as allowed by Section 131-2 of the Code.

h. **Public Facilities.** Based on a preliminary concurrency review, all public facilities identified below are available as of the date of this Agreement, and capacity for each is projected to be available concurrent with the impacts of development. A final concurrency review shall be required as part of the building permit approval process.

- 1. The Florida Keys Aqueduct Authority (“FKAA”) provides domestic potable water to the Property. The FKAA will provide sufficient meters for the proposed Commercial Development and Affordable Housing Development. In addition, the FKAA will meter accessory development accordingly.

2. Florida Keys Electric Cooperative (“FKEC”) provides electric service to the Property. FKEC will provide sufficient meters required for the proposed Commercial Development and Affordable Housing Development. In addition, FKEC will meter accessory development accordingly.
3. Solid waste service is provided to the Property by a solid waste collection system franchised by Monroe County.
4. The Property is required to be connected to central sewer via Key Largo Wastewater Treatment District (“KLWTD”).
5. Based on the level III traffic study performed and preliminary traffic concurrency review for the proposed Commercial Development and Affordable Housing Development, U.S. 1 has sufficient available capacity to operate at or within five percent (5%) of a level of service of C but may exceed the LOS C capacity of Segment 21. The proposed developments traffic on Segment 21 (Plantation) is projected to be 1,638 daily trips.

Mitigation may be in the form of specific improvements or proportioned shared contribution towards improvements and strategies identified by the County, and/or FDOT to address any level of service degradation beyond LOS C and/or deficiencies. The applicant shall submit evidence of an agreement between the applicant and the FDOT for inclusion in any contract or agreement for improvements to US 1.

Blackstone and Vestcor have agreed to install the following facilities, which the Parties agree satisfy all mitigation required for the proposed development:

- i. A new turn lane located on Burton Drive for vehicular traffic turning right onto north-bound U.S. 1.

Any future changes to the use of the development, as described herein, shall require County approval, and shall require additional traffic concurrency review at the time of approval pursuant to Comprehensive Plan Policy 301.1.1.

- E. Reservation or Dedication of Land.** There is no reservation or dedication of land for public purpose contemplated by this Agreement.
- F. Development Allowed.** The following specific criteria are those which will guide the redevelopment of the Property with up to up to Forty-Nine Thousand Nine-Hundred square feet (49,900 sf) of nonresidential floor area, and accessory structures and uses; and up to eight-six (86) attached affordable workforce housing dwelling units, designated as employee housing, including associated accessory structures and uses, and are the standards by which any further approvals shall be measured and shall be as follows:

1. Provided such development can be designed and approved by all applicable codes, including but not limited to the Monroe County Comprehensive Plan, Monroe County Code and Florida Building Code, Blackstone and Vestcor are permitted to redevelop and operate the Property consisting of the following development:
  - a. Eighty-six (86) attached affordable workforce housing dwelling units, designated and deed restricted as employee housing.
  - b. Up to Forty-Nine Thousand Nine-Hundred square feet (49,900 sf) of nonresidential floor area
  - c. Accessory uses and structures.
  - d. Parking areas and landscaping.
  - e. The height of any new nonresidential structure associated with the Commercial Development on the Property shall not exceed 35 feet from grade (as defined in section 101-1 of the Code), except as allowed by Section 131-2 of the Code. The height of any new residential structure associated with the Affordable Housing Development on the Property shall not exceed 38 feet from grade (as defined in section 101-1 of the Code), except as allowed by Section 131-2 of the Code.
2. The Property is determined to have the following density and intensity:
  - a. The Parties agree to limit the density on the Property to eighty-six (86) attached affordable workforce housing dwelling units, designated as employee housing;
  - b. The Parties agree to limit the nonresidential uses on the Property to Forty-Nine Thousand Nine-Hundred square feet (49,900 sf); and
  - c. This maximum development potential (86 attached affordable workforce housing dwelling units, and 49,900 sf of nonresidential floor area) shall be considered 100% of the cumulative development potential on the site.
3. Pre-Leasing and Leasing of Workforce Housing Dwelling Units.
  - a. The Parties agree that the following pre-leasing and leasing of workforce housing dwelling units' standards shall apply:
    - i. At least thirty (30) days prior to the dwelling units being made available for lease to the general public, essential workers located within Monroe County shall have a first right and opportunity to lease a dwelling unit.

- ii. After construction and the initial leasing of the workforce housing dwelling units, if any dwelling unit becomes available, essential workers who qualify under the Workforce Housing and Affordable Housing requirements shall be given preference to lease the available dwelling unit. For the avoidance of doubt, this provision will be interpreted that where multiple applicants apply for a workforce housing dwelling unit and one of the applicants is an essential worker, the essential worker shall be selected over other applicants.

4. Parking.

- a. The Parties agree that the parking standards for the Property shall remain compliant with the standards contained in Section 114-67, and shall be permitted at the front, side, or rear of a non-residential structure, subject to a required twenty-five foot (25 ft) front yard setback from U.S. 1, which setback shall have open swales drained by percolation, without parking, and a bicycle path or sidewalk along one or both sides pursuant to the Tavernier Creek to Mile Marker 97 U.S. Highway 1 Corridor Development Standards and Guidelines.

5. Rate of Growth Ordinance allocations

- a. The Parties agree that all required residential ROGO allocations will be allocated to the Property by either:
  - i. Award of eighty-six (86) workforce housing early evacuation building unit allocations from Monroe County pursuant to the Workforce-Affordable Housing Initiative, reserved by means of a BOCC resolution. The BOCC may, at its discretion, place conditions on the reservation.

6. Nonresidential Rate of Growth Ordinance

- a. The Parties agree that all required NROGO allocations will be allocated to the Property by:
  - i. Award of forty-nine thousand nine hundred square feet (49,900 sf) of nonresidential floor area allocated to the Property pursuant to Monroe County Code Section 130-143.

**G. Approval of Conceptual Site Plan; Minor Revisions; Final Site Plan.** The development authorized by this Agreement is depicted on the Conceptual Site Plan prepared by Perez Engineering & Development, Inc., (the “Conceptual Site Plan”), attached hereto as **Exhibit E**. The Conceptual Site Plan is hereby approved by the County, including, but not limited to, the orientation, placement, design features,

and parking associated with the nonresidential structure, and workforce housing, which are consistent with the Comprehensive Plan, Tavernier Livable Communikeys Plan, the Tavernier Creek to Mile Marker 97 US Highway Corridor Development Standards and Guidelines, and the Monroe County Code. Any subsequent site plans, site plan approvals and building permits shall substantially comply with this Conceptual Site Plan; provided, however, that the final site plan submitted for building permits may slightly deviate from the Conceptual Site Plan to accommodate: (1) refinements to the development plan made by the Developer, including minor configuration of structures, roadways, parking areas, and pathways; (2) changes to the proposed workforce housing dwelling units, pool, recreation and accessory uses so long as the density and intensity set forth in the Agreement is not exceeded; or (3) to accommodate minor modifications that are necessary to meet regulatory requirements. The Final Site Plan will meet all applicable requirements established in County Code and such requirements shall not be varied unless Owner obtains a variance pursuant to applicable provisions of the County Code.

1. The Parties agree that the Conceptual Site Plan must include the following, in addition to all site requirements in accordance with the Monroe County Code:
  - a. A pedestrian walkway connecting the nonresidential parking area to the right of way known as Orange Blossom Road. Required lighting for the pedestrian walkway must be in compliance with Chapter 114, Article VI.
  - b. If outdoor lighting is proposed, in addition to all requirements of Chapter 114, Article VI, such lighting shall be designed and located such that the maximum illumination measured in footcandles at any exterior property line adjacent to residential uses, not included in this overlay, shall not exceed zero (0) for cutoff and noncutoff lights, with the exception of the pedestrian walkway or any lighting required for life safety, as provide by Monroe County.

**H. Required Approvals.** The following list of all development approvals and permits approved or needed to be approved for the redevelopment of the Property, as specified in this Agreement:

1. A Land Development Code Text Amendment to provide language for Section 130-143 of the Monroe County Land Development Code
2. A Land Use District (zoning) Map amendment creating the Overlay district on the Monroe County Official zoning maps;
3. A Major Conditional Use Approval for the development contemplated herein; and

4. A Small-Scale Future Land Use Map Amendment amending an 11.09-acre portion of the Property from MC to RH.
5. A corresponding Small Scale Monroe County Comprehensive Plan amendment establishing Goal 113, Objective 113-1, and Policy 113-1.1 “Tavernier Workforce Housing Subarea”
6. A Land Use District (zoning) Map amendment amending an 11.09-acre portion of the Property from SC to UR and establishing the boundary of the Tavernier Workforce Housing Subarea.
7. Building permits will be required for the development contemplated herein. The development shall be consistent with all applicable codes, including but not limited to the Monroe County Comprehensive Plan and Monroe County Code.

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

1. This finding of consistency is contingent on the above approvals.

**J. Breach, Amendment, Enforcement, and Termination.**

1. Material Breach. A material breach by the Parties is the failure of any Party to comply with the terms of this Agreement after Notice as provided herein.
2. Notice. Upon any Party’s material breach of the terms and conditions of this Agreement, the non-breaching Party/s shall serve written notice on and shall provide the opportunity, within ninety (90) days, to propose a method of fulfilling the Agreement's terms and conditions or curing the breach. All Parties shall be provided an additional ninety (90) days to cure the material breach or to negotiate an amendment to this Agreement within a reasonable time, as mutually agreed to by the Parties.
3. Amendment or Termination. The Parties hereto shall at all times adhere to the terms and conditions of this Agreement. Amendment, termination, extension, or revocation of this Agreement shall be made in accordance with the notification and procedural requirements set forth herein.
  - a. Amendments to this Agreement shall subject the Parties to the laws and policies in effect at the time of the amendment only if the conditions of Section 163.3233(2), Florida Statutes, are met.
  - b. No modifications, extensions, amendments, or alterations of the terms or conditions contained herein shall be effective unless contained in a written document approved and executed by the Parties.

- c. Amendment, extension, or termination shall require at least two (2) public hearings. The hearing shall be held pursuant to an application filed with Monroe County by the Party seeking to amend or terminate this Agreement, along with the requisite filing fee. Notice of public hearing shall be in accordance with Monroe County Ordinances and Florida Statutes.
- d. Upon termination or expiration of this Agreement, the Property shall be subject to the rules and regulations contained in the Monroe County Code and Monroe County Year 2030 Comprehensive Plan. Termination or expiration of this Agreement will not disrupt or detrimentally effect the continued operation of any commercial retail structures or workforce housing units built pursuant to this Agreement, and having received certificates of occupancy prior to the Termination or expiration of this Agreement.

4. Enforcement.

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

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

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

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

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

- N. No Permit.** This Agreement is not and shall not be construed as a Development Permit, Development Approval, or authorization to commence development, nor shall it relieve the Parties of the obligations to obtain necessary Development Approvals that are required under applicable law and under and pursuant to the terms of this Agreement and Monroe County Code.
- O. Good Faith; Further Assurances; No Cost.** The Parties to this Agreement have negotiated in good faith. It is the intent and agreement of the Parties that they shall cooperate with each other in good faith to effectuate the purposes and intent of, and to satisfy their obligations under, this Agreement in order to secure to themselves the mutual benefits created under this Agreement. The Parties agree to execute such further documents as may be reasonably necessary to effectuate the provisions of this Agreement; provided that the foregoing shall in no way be deemed to inhibit, restrict, or require the exercise of Monroe County's police power or actions of Monroe County when acting in a quasi-judicial capacity. Wherever in this Agreement a provision requires cooperation, good faith, or similar effort to be undertaken at no cost to a party, the party co-operating, reviewing, or undertaking the effort shall, nonetheless, bear its cost of attendance at meetings, hearings or proceedings and comment and/or execution of documents, inclusive of the expense of its counsel.
- P. Successors and Assigns.** This Agreement shall constitute a covenant running with the land, which shall be binding upon the Parties hereto, their successors in interest, heirs, assigns, and personal representatives.
- Q. Joint Preparation.** This Agreement has been drafted with the participation of Monroe County, Blackstone and Vestcor, and their counsel and shall not be construed against any party on account of draftsmanship. The captions of each article, section and subsection contained in this Agreement are for ease of reference only and shall not affect the interpretational meaning of this Agreement. Whenever the term "included" is used in this Agreement, it shall mean that the included items, or terms are included without limitation as to any other items or terms, which may fall within the listed category.
- R. Notices.** All notices, demands, requests, or replies provided for or permitted by this Agreement shall be in writing and may be delivered by any one of the following methods: (a) by personal delivery; (b) by deposit with the United States Postal Service as Certified or Registered mail, return receipt requested, postage prepaid, to the addresses stated below; or (c) by deposit with an overnight express delivery service with proof of receipt. Notice shall be deemed effective upon receipt. For purposes of notice, demand, request, or replies:

The address of Monroe County shall be:

County Administrator  
1100 Simonton Street  
Room 2-205  
Key West, Florida 33040

with a copy to:

Assistant County Attorney  
PO BOX 1026  
Key West, FL 33041

and

1111 12th Street  
Suite 408  
Key West, Florida 33040

The Address of Blackstone, a Florida limited liability company shall be:

  
One Lawrence Square  
Springfield, IL 62704

with a copy to:

Smith Hawks, PL  
138 Simonton Street  
Key West, FL 33040

The Address of Vestcor, a Florida corporation shall be:

  
1649 Atlantic Blvd  
Jacksonville, FL 32207

with a copy to:

Smith Hawks, PL  
138 Simonton Street  
Key West, FL 33040

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

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

**T. Construction.**

1. This Agreement shall be construed in accordance and with the laws of the State of Florida. The Parties to this Agreement have participated fully in the negotiation and preparation hereof; and, accordingly, this Agreement shall not be more strictly construed against any one of the Parties hereto.
2. In construing this Agreement, the use of any gender shall include every other and all genders, and captions and section and paragraph headings shall be disregarded.

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

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

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

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

- X. Time of Essence.** Time shall be of the essence for each and every provision hereof.
- Y. Entire Agreement.** This Agreement, together with the documents referenced herein, constitute the entire agreement and understanding among the Parties with respect to the subject matter hereof, and there are no other agreements, representations, or warranties other than as set forth herein. This Agreement may not be changed, altered, or modified except by an instrument in writing signed by the Party against whom enforcement of such change would be sought and subject to the requirements for the amendment of development agreements in the Act.
- Z. Counterparts.** This Agreement may be executed in one or more counterparts, and by the different Parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.
- AA. Recording.** Monroe County shall record this Agreement with the Clerk of the Circuit Court of Monroe County within fourteen (14) days following signature by all Parties. Blackstone and Vestcor agree that they shall be responsible for all recording fees and other related fees and costs related to the recording and delivery of this Agreement as described in this section. The provisions hereof shall remain in full force and effect during the term hereof and shall be binding upon all successors in Interest to the Parties to this Agreement. Whenever an extension of any deadline is permitted or provided for under the terms of this Agreement, at the request of either Party, the other Parties shall join in a short-form recordable memorandum confirming such extension that shall be recorded in the Public Records of Monroe County.
- BB. Conflicting Resolutions.** All resolutions or parts thereof in conflict with the provisions of this Agreement and its resolution are hereby repealed to the extent of such conflict.
- CC. Severability.** If any part of this Agreement is contrary to, prohibited by, or deemed invalid under any applicable law or regulation, such provisions shall be inapplicable and deemed omitted to the extent so contrary, prohibited, or invalid; however, the remainder here shall not be invalidated thereby and shall be given full force and effect.
- DD. Effective Date.** The "Effective Date" of this Agreement shall be the date upon which ownership of the Property is conveyed to Blackstone and Vestcor pursuant to the Purchase Agreement.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

**SIGNATURE PAGES TO FOLLOW**

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals on the day and year below written.

Sign, sealed, and delivered in the presence of:

**The Vestcor Companies, Inc**  
**a Florida corporation.**

BY: \_\_\_\_\_

\_\_\_\_\_  
Signature

Dated: \_\_\_\_\_

\_\_\_\_\_  
Name of Witness (printed or typed)

Witness Address: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Witness (printed or typed)

Witness Address: \_\_\_\_\_

**STATE OF FLORIDA**  
**COUNTY OF MONROE**

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_, as \_\_\_\_\_ of **The Vestcor Companies, Inc**, a Florida corporation. He is  personally known to me, OR  produced \_\_\_\_\_ as identification and  did OR  did not take an oath.

(SEAL)

\_\_\_\_\_  
Notary Public, State of Florida

\_\_\_\_\_  
Printed Name

My Commission expires: \_\_\_\_\_

Sign, sealed, and delivered in the presence of:

**Blackstone Group-Tavernier 925, L.L.C., a Florida limited liability company.**

BY: \_\_\_\_\_

\_\_\_\_\_  
Signature

Dated: \_\_\_\_\_

\_\_\_\_\_  
Name of Witness (printed or typed)

Witness Address: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Witness (printed or typed)

Witness Address: \_\_\_\_\_

**STATE OF FLORIDA  
COUNTY OF MONROE**

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_, as \_\_\_\_\_ of **Blackstone Group-Tavernier 925, L.L.C.**, a Florida limited liability company. He is  personally known to me, OR  produced \_\_\_\_\_ as identification and  did OR  did not take an oath.

(SEAL)

\_\_\_\_\_  
Notary Public, State of Florida

\_\_\_\_\_  
Printed Name

My Commission expires: \_\_\_\_\_

ATTEST: KEVIN MADOK, CLERK

MONROE COUNTY BOARD OF  
COUNTY COMMISSIONERS

---

DEPUTY CLERK

---

MAYOR RASCHEIN

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



**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):

| <i>Name and Address</i>  | <i>% of Ownership</i> |
|--|-----------------------|
| <b>BLACKSTONE GROUP - TAVERNIER 925, L.L.C.</b><br><small>One Lawrence Square, Springfield, Illinois 62704</small> |                       |
| Andrew Toppino   | 17.5                  |
| Richard Toppino  | 12.5                  |
| John Toppino   | 10.0                  |
| Louis Perez  | 10.0                  |
| Mary Hurwitz   | 10.0                  |

- 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> |
|-------------------------|-----------------------|
|                         |                       |
|                         |                       |
|                         |                       |
|                         |                       |

\* 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> |
|-------------------------|-----------------------|
|                         |                       |
|                         |                       |
|                         |                       |
|                         |                       |

- 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> |
|-------------------------|-----------------------|
|                         |                       |
|                         |                       |
|                         |                       |
|                         |                       |

\* 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> |
|-------------------------|
|                         |
|                         |
|                         |

**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: Mary Hurwitz / [Signature]

State of Florida, County of Monroe  
Illinois Sangamon

The foregoing instrument was acknowledged before me this 14th day of March, 2022, by Mary Hurwitz. He/she is personally known to me or has produced as identification.

OFFICIAL SEAL  
**MICHELLE A. FUNSCH** Notary Public  
 NOTARY PUBLIC, STATE OF ILLINOIS  
 MY COMMISSION EXPIRES 10-21-2022 My Commission Expires

[Signature]

ADDITIONAL OWNERSHIP PERCENTAGES FOR BLACKSTONE GROUP – TAVERNIER 925, L.L.C.

|                                    |        |
|------------------------------------|--------|
| Michael A. Hurwitz                 | 10.00% |
| The Joseph M. Hurwitz Living Trust | 20.00% |
| Paul N. Arrington                  | 10.00% |

MONROE COUNTY, FLORIDA  
 PLANNING AND ENVIRONMENTAL RESOURCES DEPARTMENT



**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):

| <i>Name and Address</i>  | <i>% of Ownership</i> |
|--|-----------------------|
| <b>VESTCOR COMPANIES, INC.</b><br><small>3030 Hartley Road, Suite 310, Jacksonville, Florida 32257</small><br>John D. Rood | 100%                  |
|  |                       |
|  |                       |
|  |                       |
|  |                       |

- 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):

| Name and Address | % of Ownership |
|------------------|----------------|
|                  |                |
|                  |                |
|                  |                |
|                  |                |

\* 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):

| Name and Address | % of Ownership |
|------------------|----------------|
|                  |                |
|                  |                |
|                  |                |
|                  |                |

- 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):

| Name and Address | % of Ownership |
|------------------|----------------|
|                  |                |
|                  |                |
|                  |                |
|                  |                |

\* 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):

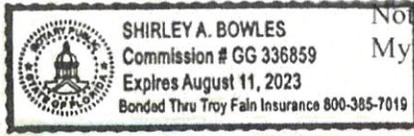
| Name and Address |
|------------------|
|                  |
|                  |
|                  |

**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: Jason D. Floyd  
 State of Florida, County of ~~Monroe~~ DUVAL

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of March, 2022, by Jason D. Floyd. He/she is personally known to me or has produced \_\_\_\_\_ as identification.

Shirley A. Bowles  
 Notary Public  
 My Commission Expires \_\_\_\_\_



# Monroe County, FL

## Disclaimer

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

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

## Summary

Parcel ID 00490250-000000  
 Account# 1605689  
 Property ID 1605689  
 Millage Group 500P  
 Location 92501 OVERSEAS Hwy, TAVERNIER  
 Address  
 Legal PLAT OF SURVEY OF ELLIS PROPERTY KEY LARGO PB2-99 PT OF S 300 FT TRACT  
 Description 2 G67-464 G70-38 OR158-513 OR482-792 OR506-131 OR3127-0614  
 (Note: Not to be used on legal documents.)  
 Neighborhood 10020  
 Property Class COMMERCIAL (1000)  
 Subdivision ELLIS PROPERTY PLAT OF SURVEY  
 Sec/Twp/Rng 27/62/38  
 Affordable No  
 Housing



## Owner

[CEMEX CONSTRUCTION MATERIALS FLORIDA LLC](#)  
 PO Box 2883  
 West Palm Beach FL 33402

## Valuation

|                            | 2023 Certified Values | 2022 Certified Values | 2021 Certified Values | 2020 Certified Values |
|----------------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| + Market Improvement Value | \$0                   | \$0                   | \$0                   | \$0                   |
| + Market Misc Value        | \$1,670               | \$1,809               | \$1,948               | \$2,087               |
| + Market Land Value        | \$287,482             | \$287,482             | \$287,482             | \$800                 |
| = Just Market Value        | \$289,152             | \$289,291             | \$289,430             | \$2,887               |
| = Total Assessed Value     | \$289,152             | \$289,291             | \$233,575             | \$2,887               |
| - School Exempt Value      | \$0                   | \$0                   | \$0                   | \$0                   |
| = School Taxable Value     | \$289,152             | \$289,291             | \$289,430             | \$2,887               |

## Historical Assessments

| Year | Land Value | Building Value | Yard Item Value | Just (Market) Value | Assessed Value | Exempt Value | Taxable Value | Maximum Portability |
|------|------------|----------------|-----------------|---------------------|----------------|--------------|---------------|---------------------|
| 2022 | \$287,482  | \$0            | \$1,809         | \$289,291           | \$289,291      | \$0          | \$289,291     | \$0                 |
| 2021 | \$287,482  | \$0            | \$1,948         | \$289,430           | \$233,575      | \$0          | \$289,430     | \$0                 |
| 2020 | \$800      | \$0            | \$2,087         | \$2,887             | \$2,887        | \$0          | \$2,887       | \$0                 |
| 2019 | \$800      | \$0            | \$2,226         | \$3,026             | \$3,026        | \$0          | \$3,026       | \$0                 |
| 2018 | \$800      | \$0            | \$2,365         | \$3,165             | \$3,165        | \$0          | \$3,165       | \$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 |
|---------------------------|-----------------|-------------|----------|-------|
| COMMERCIAL HIGHWAY (1M0H) | 24,955.00       | Square Foot | 0        | 0     |

## Yard Items

| Description   | Year Built | Roll Year | Size    | Quantity | Units   | Grade |
|---------------|------------|-----------|---------|----------|---------|-------|
| CH LINK FENCE | 2005       | 2006      | 4 x 470 | 1        | 1880 SF | 1     |

### Sales

| Sale Date | Sale Price | Instrument      | Instrument Number | Deed Book | Deed Page | Sale Qualification | Vacant or Improved | Grantor | Grantee |
|-----------|------------|-----------------|-------------------|-----------|-----------|--------------------|--------------------|---------|---------|
| 9/14/2021 | \$100      | Quit Claim Deed | 2340896           | 3127      | 0614      | 11 - Unqualified   | Improved           |         |         |
| 2/1/1971  | \$1,700    | Conversion Code |                   | 485       | 792       | Q - Qualified      | Vacant             |         |         |

### Permits

| Number | Date Issued | Date Completed | Amount | Permit Type | Notes            |
|--------|-------------|----------------|--------|-------------|------------------|
|        | 1/1/1900    |                | \$0    |             | CHAIN LINK FENCE |

### View Tax Info

[View Taxes for this Parcel](#)

### Photos



### Map



### TRIM Notice

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

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

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

[User Privacy Policy](#) | [GDPR Privacy Notice](#)  
 Last Data Upload: 2/12/2024, 4:01:33 AM

Contact Us



# Monroe County, FL

## Disclaimer

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

## Summary

Parcel ID 00089490-000000  
 Account# 1101389  
 Property ID 1101389  
 Millage Group 500P  
 Location Address 92501 OVERSEAS Hwy, TAVERNIER  
 Legal Description 27 62 38 ISLAND OF KEY LARGO PB1-64 LOT 6 G12-38 OR71-111 OR446-477 OR454-324/26 OR1602-1435/37 OR3169-2374  
 (Note: Not to be used on legal documents.)  
 Neighborhood 10020  
 Property Class MINERAL PR (4700)  
 Subdivision  
 Sec/Twp/Rng 27/62/38  
 Affordable No  
 Housing



## Owner

SINGLETARY CONCRETE PRODUCTS INC  
 C/O CEMEX INC  
 PO Box 2883  
 West Palm Beach FL 33402

## Valuation

|                            | 2023 Certified Values | 2022 Certified Values | 2021 Certified Values | 2020 Certified Values |
|----------------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| + Market Improvement Value | \$82,179              | \$82,179              | \$86,978              | \$86,978              |
| + Market Misc Value        | \$42,635              | \$43,015              | \$43,394              | \$43,774              |
| + Market Land Value        | \$1,790,671           | \$1,790,671           | \$1,790,671           | \$1,790,671           |
| = Just Market Value        | \$1,915,485           | \$1,915,865           | \$1,921,043           | \$1,921,423           |
| = Total Assessed Value     | \$1,117,810           | \$1,016,191           | \$923,810             | \$839,828             |
| - School Exempt Value      | \$0                   | \$0                   | \$0                   | \$0                   |
| = School Taxable Value     | \$1,915,485           | \$1,915,865           | \$1,921,043           | \$1,921,423           |

## Historical Assessments

| Year | Land Value  | Building Value | Yard Item Value | Just (Market) Value | Assessed Value | Exempt Value | Taxable Value | Maximum Portability |
|------|-------------|----------------|-----------------|---------------------|----------------|--------------|---------------|---------------------|
| 2022 | \$1,790,671 | \$82,179       | \$43,015        | \$1,915,865         | \$1,016,191    | \$0          | \$1,915,865   | \$0                 |
| 2021 | \$1,790,671 | \$86,978       | \$43,394        | \$1,921,043         | \$923,810      | \$0          | \$1,921,043   | \$0                 |
| 2020 | \$1,790,671 | \$86,978       | \$43,774        | \$1,921,423         | \$839,828      | \$0          | \$1,921,423   | \$0                 |
| 2019 | \$632,349   | \$86,978       | \$44,153        | \$763,480           | \$763,480      | \$0          | \$763,480     | \$0                 |
| 2018 | \$895,604   | \$82,972       | \$41,173        | \$1,019,749         | \$718,809      | \$0          | \$1,019,749   | \$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 |
|-----------------------------|-----------------|-------------|----------|-------|
| (4700)                      | 585,011.00      | Square Foot | 0        | 0     |
| ENVIRONMENTALLY SENS (000X) | 5.37            | Acreage     | 0        | 0     |

## Buildings

Building ID 40755  
 Style STILT 1 STORY  
 Building Type OFF BLDG-1.STY-D / 17D  
 Building Name  
 Gross Sq Ft 1134  
 Finished Sq Ft 1134  
 Stories 1 Floor  
 Exterior Walls C.B.S.  
 Year Built 1958  
 EffectiveYearBuilt 1965  
 Foundation  
 Roof Type  
 Roof Coverage  
 Flooring Type

|                |                    |                    |                      |                   |     |
|----------------|--------------------|--------------------|----------------------|-------------------|-----|
| Condition      | AVERAGE            |                    |                      | Heating Type      |     |
| Perimeter      | 154                |                    |                      | Bedrooms          | 0   |
| Functional Obs | 0                  |                    |                      | Full Bathrooms    | 0   |
| Economic Obs   | 0                  |                    |                      | Half Bathrooms    | 0   |
| Depreciation % | 60                 |                    |                      | Grade             | 150 |
| Interior Walls |                    |                    |                      | Number of Fire Pl | 0   |
| <b>Code</b>    | <b>Description</b> | <b>Sketch Area</b> | <b>Finished Area</b> | <b>Perimeter</b>  |     |
| FLA            | FLOOR LIV AREA     | 1,134              | 1,134                | 0                 |     |
| <b>TOTAL</b>   |                    | <b>1,134</b>       | <b>1,134</b>         | <b>0</b>          |     |

|                |                      |                    |                      |                  |
|----------------|----------------------|--------------------|----------------------|------------------|
| Building ID    | 40756                | Exterior Walls     | C.B.S.               |                  |
| Style          | STILT 1 STORY        | Year Built         | 1972                 |                  |
| Building Type  | SERV SHOPS ETC / 25C | EffectiveYearBuilt | 1976                 |                  |
| Building Name  |                      | Foundation         |                      |                  |
| Gross Sq Ft    | 1024                 | Roof Type          |                      |                  |
| Finished Sq Ft | 960                  | Roof Coverage      |                      |                  |
| Stories        | 2 Floor              | Flooring Type      |                      |                  |
| Condition      | AVERAGE              | Heating Type       |                      |                  |
| Perimeter      | 184                  | Bedrooms           | 0                    |                  |
| Functional Obs | 0                    | Full Bathrooms     | 0                    |                  |
| Economic Obs   | 0                    | Half Bathrooms     | 0                    |                  |
| Depreciation % | 60                   | Grade              | 150                  |                  |
| Interior Walls |                      | Number of Fire Pl  | 0                    |                  |
| <b>Code</b>    | <b>Description</b>   | <b>Sketch Area</b> | <b>Finished Area</b> | <b>Perimeter</b> |
| FLA            | FLOOR LIV AREA       | 960                | 960                  | 0                |
| SBF            | UTIL FIN BLK         | 64                 | 0                    | 0                |
| <b>TOTAL</b>   |                      | <b>1,024</b>       | <b>960</b>           | <b>0</b>         |

**Yard Items**

| Description    | Year Built | Roll Year | Size     | Quantity | Units   | Grade |
|----------------|------------|-----------|----------|----------|---------|-------|
| UTILITY BLDG   | 1947       | 1948      | 18 x 11  | 1        | 198 SF  | 4     |
| CONC PATIO     | 1959       | 1960      | 12 x 32  | 1        | 384 SF  | 2     |
| CH LINK FENCE  | 1975       | 1976      | 6 x 445  | 1        | 2670 SF | 1     |
| ASPHALT PAVING | 1975       | 1976      | 15 x 200 | 1        | 3000 SF | 2     |
| CH LINK FENCE  | 1975       | 1976      | 6 x 554  | 1        | 3324 SF | 2     |
| CONC PATIO     | 1975       | 1976      | 3 x 168  | 1        | 504 SF  | 2     |
| CONC PATIO     | 1984       | 1985      | 20 x 90  | 1        | 1800 SF | 2     |
| CH LINK FENCE  | 1990       | 1991      | 6 x 700  | 1        | 4200 SF | 1     |
| CONC PATIO     | 2003       | 2004      | 0 x 0    | 1        | 2500 SF | 1     |

**Sales**

| Sale Date  | Sale Price | Instrument      | Instrument Number | Deed Book | Deed Page | Sale Qualification | Vacant or Improved | Grantor | Grantee |
|------------|------------|-----------------|-------------------|-----------|-----------|--------------------|--------------------|---------|---------|
| 3/28/2022  | \$100      | Quit Claim Deed | 2372580           | 3169      | 2374      | 11 - Unqualified   | Improved           |         |         |
| 10/18/1999 | \$200,000  | Warranty Deed   |                   | 1602      | 1435      | U - Unqualified    | Improved           |         |         |
| 2/1/1970   | \$61,000   | Conversion Code |                   | 454       | 324       | Q - Qualified      | Improved           |         |         |

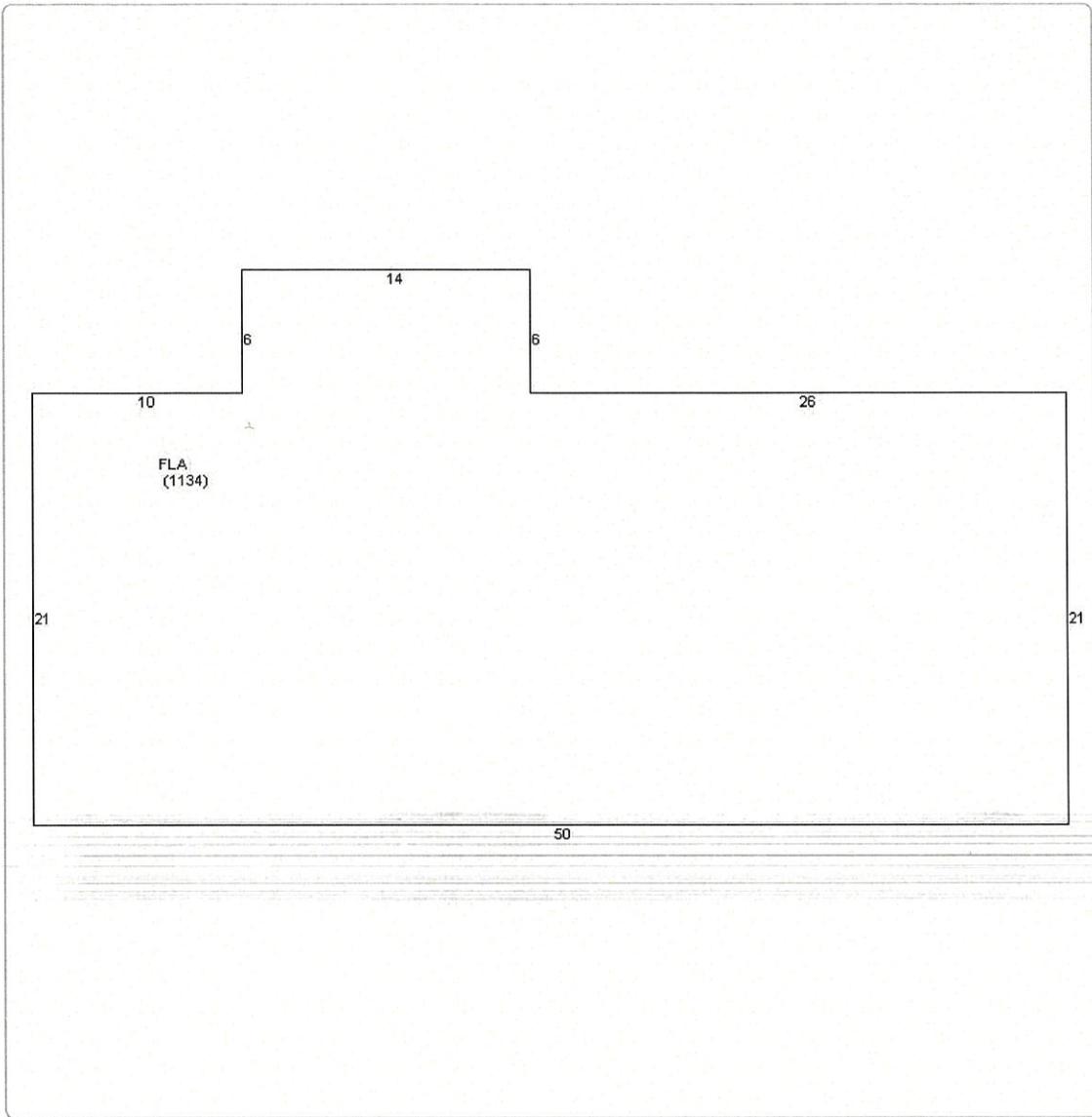
**Permits**

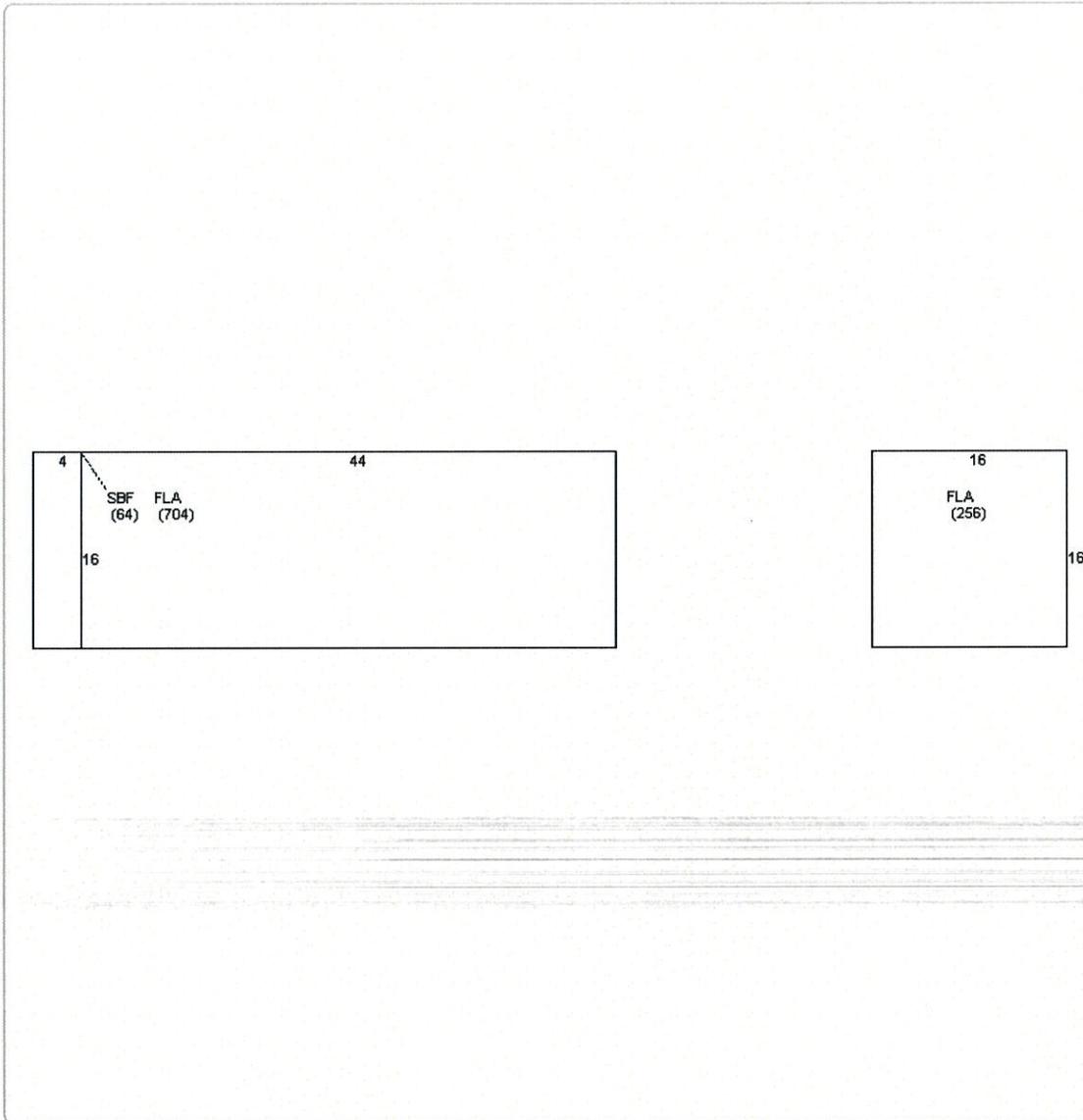
| Number  | Date Issued | Date Completed | Amount | Permit Type | Notes |
|---------|-------------|----------------|--------|-------------|-------|
| 2304200 | 10/30/2002  | 10/30/2003     | \$1    |             | SLAB  |

**View Tax Info**

[View Taxes for this Parcel](#)

**Sketches (click to enlarge)**

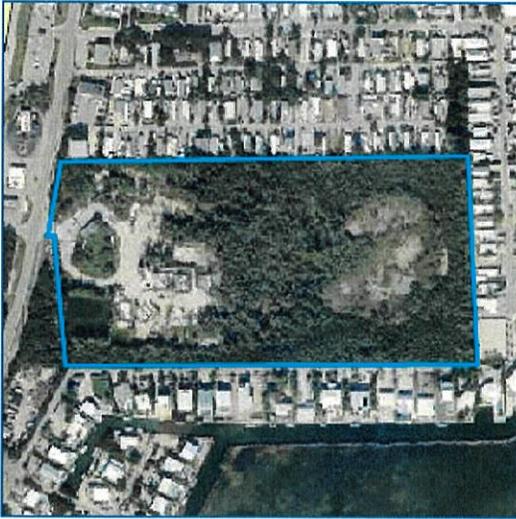




Photos



### Map



### TRIM Notice

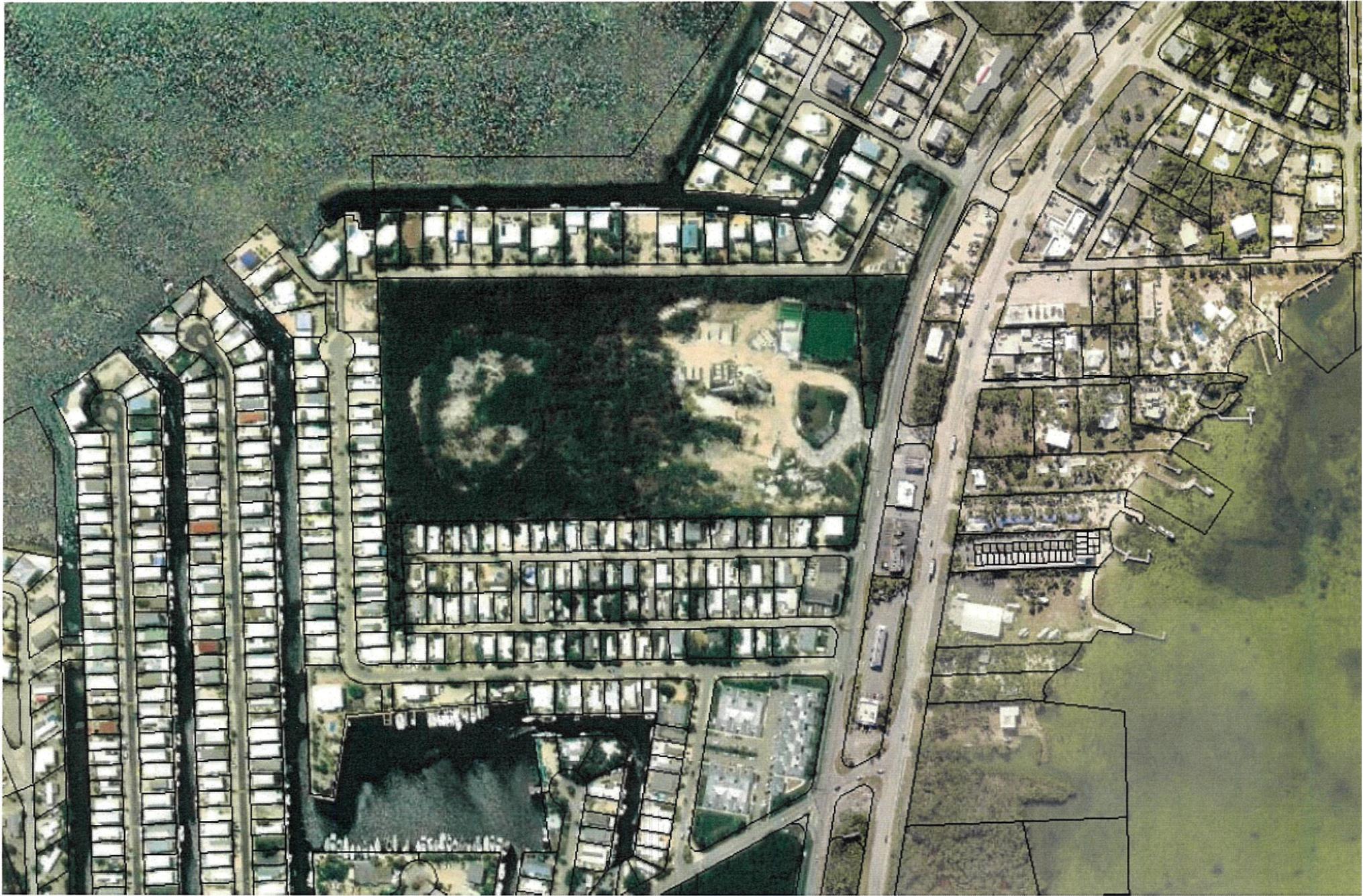
[2023 TRIM Notice \(PDF\)](#)

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

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|    | ParcelId        | OwnerName   | OwnerAddress1                                     | OwnerAddress2               | OwnerAddress3 | OwnerCityStZip               | Country |
|----|-----------------|---|---|-----------------------------|---------------|------------------------------|---------|
| 1  | 00490200-000000 | 149 ELLIS LLC                                       | PO Box 539  |                             |               | Tavernier, FL 33070          |         |
| 2  | 00487860-000000 | 154 ARBOR LANE LLC                                  | 275 Normandy Dr                                   |                             |               | Tavernier, FL 33070          |         |
| 3  | 00482950-000000 | 172 ORANGE BLOSSOM LLC                              | 5475 SW 87th St                                   |                             |               | Miami, FL 33143              |         |
| 4  | 00483040-000000 | 208 ORANGE BLOSSOM LLC                              | 208 Orange Blossom Rd                             |                             |               | Tavernier, FL 33070          |         |
| 5  | 00489136-004000 | 258 BURGUNDY DRIVE LLC                              | 262 Burgundy Dr                                   |                             |               | Tavernier, FL 33070          |         |
| 6  | 00489135-002400 | 311 OLEANDER LLC                                    | 9721 SW 129th St                                  |                             |               | Miami, FL 33176              |         |
| 7  | 00489136-002500 | 5 MERAS INVESTMENTS LLC                             | 2605 SW 79th Ct                                   |                             |               | Miami, FL 33155              |         |
| 8  | 00487310-000000 | 92330 OVERSEAS HIGHWAY LLC                          | 4521 Pga Blvd                                     | Ste 403                     |               | Palm Beach Gardens, FL 33418 |         |
| 9  | 00488660-000000 | ABAD MONICA   | 104 Sable Palm Ln                                 |                             |               | Tavernier, FL 33070          |         |
| 10 | 00489135-004000 | ABRAHAM ELVIRA J                                    | 371 Oleander Dr                                   |                             |               | Tavernier, FL 33070          |         |
| 11 | 00489136-003900 | ACOSTA JOSE MANUEL                                  | 6911 SW 162nd Ct                                  |                             |               | Miami, FL 33193              |         |
| 12 | 00489136-014100 | AGUIAR ALBIS A                                      | 14766 SW 168th Ter                                |                             |               | Miami, FL 33187              |         |
| 13 | 00483170-000000 | ALMOST HEAVEN LLC                                   | 4604 McDaniel Rd                                  |                             |               | Paragould, AR 72450          |         |
| 14 | 00489136-003700 | ALVAREZ GUSTAVO J CARMEN REV LIV TR 1/25/10         | 1728 SW 2nd St                                    |                             |               | Fort Lauderdale, FL 33312    |         |
| 15 | 00489135-004400 | ALVAREZ REVOCABLE FAMILY TR 6/3/2011                | C/O ALVAREZ AROLDO                                | 397 Oleander                |               | Tavernier, FL 33070          |         |
| 16 | 00489136-004300 | ALVAREZ RICARDO                                     | 270 Burgundy Dr                                   |                             |               | Tavernier, FL 33070          |         |
| 17 | 00483230-000000 | AMADOR MARY ANN                                     | 150 Dubonnet Rd                                   |                             |               | Tavernier, FL 33070          |         |
| 18 | 00489136-006300 | ANDRES SEIDY  | 14442 Ardoch Pl                                   |                             |               | Hialeah, FL 33016            |         |
| 19 | 00487540-000000 | AREGOOD 2 LLC                                       | 565 E Hillsboro Blvd                              |                             |               | Deerfield Beach, FL 33441    |         |
| 20 | 00489136-006000 | ARTILES ISMERY                                      | PO Box 9722                                       |                             |               | Tavernier, FL 33070          |         |
| 21 | 00490140-001400 | AULT FRANCES L                                      | 851 167th Ave NW                                  |                             |               | Pembroke Pines, FL 33028     |         |
| 22 | 00490140-000500 | BANKSTON JOHN H                                     | 260 Albatross St                                  |                             |               | Miami Springs, FL 33166      |         |
| 23 | 00483130-000000 | BARSH GREGORY S                                     | 712 Bayonet Ct                                    |                             |               | Collegeville, PA 19426       |         |
| 24 | 00489136-003400 | BEARD LARRY   | 322 NE 5th Ave                                    |                             |               | Dania, FL 33004              |         |
| 25 | 00483240-000000 | BELL JAMES R  | 224 Orange Blossom Rd                             |                             |               | Tavernier, FL 33070          |         |
| 26 | 00490140-003400 | BENNETT CAROL L & CRAIG P REV TRUST 03/20/2020      | 9501 SW 97th St                                   |                             |               | Miami, FL 33176              |         |
| 27 | 00482980-000000 | BENNETT NICHOLAS C                                  | 184 Orange Blossom Rd                             |                             |               | Tavernier, FL 33070          |         |
| 28 | 00483190-000000 | BETANCOURT FAMILY LIVING TRUST 12/01/2022           | 135 Dubonnet Rd                                   |                             |               | Tavernier, FL 33070          |         |
| 29 | 00488250-000000 | BIRK MARK F   | 134 Garden St                                     |                             |               | Tavernier, FL 33070          |         |
| 30 | 00490140-001000 | BLACHARD WENDY P REVOCABLE TRUST 04/11/2022         | C/O WENDY P BLANCHARD TRUSTEE                     | 92550 OVERSEAS HWY Apt 110  |               | Tavernier, FL 33070          |         |
| 31 | 00490140-000200 | BLANCHARD WENDY P REVOCABLE TRUST                   | C/O WENDY P BLANCHARD TRUSTEE                     | 92550 OVERSEAS HWY Apt 110  |               | Tavernier, FL 33070          |         |
| 32 | 00490140-001800 | BLANCHARD WENDY P REVOCABLE TRUST 4/11/2022         | C/O WENDY P BLANCHARD TRUSTEE                     | 92550 OVERSEAS HWY Apt 110  |               | Tavernier, FL 33070          |         |
| 33 | 00488020-000000 | BOADA FELIX R                                       | 131 Garden St                                     |                             |               | Tavernier, FL 33070          |         |
| 34 | 00489136-014200 | BOLIVAR ALEJANDRO REVOCABLE LIVING TRUST 11/15/2017 | 9841 SW 35th Ter                                  |                             |               | Miami, FL 33165              |         |
| 35 | 00489135-001900 | BRANDON JEANNETTE REVOCABLE TRUST 01/13/2018        | C/O BRANDON RICHARD AND MICHAEL S ARLEIN TRUSTEES | 1133 Avenue of the Americas |               | New York, NY 10036           |         |
| 36 | 00489136-013400 | BRAVEM HOLDING CORP                                 | 5700 SW 123rd Ave                                 |                             |               | Miami, FL 33183              |         |
| 37 | 00488230-000000 | BROEDER JAMES P                                     | 126 Garden St                                     |                             |               | Tavernier, FL 33070          |         |
| 38 | 00487900-000000 | BUCKHEIT ROBERTA LOUISE                             | 170 Arbor Ln                                      |                             |               | Tavernier, FL 33070          |         |
| 39 | 00483090-000000 | BUIGUES ROBERTO A                                   | 1874 S Bayshore Dr                                |                             |               | Miami, FL 33133              |         |
| 40 | 00487710-000000 | BURKE PATRICIA LYNNE                                | 252 Oleander Dr                                   |                             |               | Tavernier, FL 33070          |         |
| 41 | 00487770-000000 | CABRERA JORGE L                                     | PO Box 1299                                       |                             |               | Islamorada, FL 33036         |         |
| 42 | 00489136-005100 | CABRERA JUAN F                                      | 293 Burgundy Dr                                   |                             |               | Tavernier, FL 33070          |         |
| 43 | 00487570-000000 | CALDWELL BRYAN                                      | 135 Arbor Ln                                      |                             |               | Tavernier, FL 33070          |         |
| 44 | 00487560-000000 | CALDWELL BRYAN D                                    | 135 Arbor Ln                                      |                             |               | Tavernier, FL 33070          |         |
| 45 | 00487640-000000 | CAMBELL LORENE D                                    | 228 Oleander Dr                                   |                             |               | Tavernier, FL 33070          |         |
| 46 | 00490140-002800 | CARLSON DAVID LEE                                   | 830 Swan Ave                                      |                             |               | Miami Springs, FL 33166      |         |
| 47 | 00490140-003500 | CARLSON DENNIS                                      | PO Box 1558                                       |                             |               | Labelle, FL 33975            |         |
| 48 | 00483180-000000 | CARRENO ANTONIO                                     | 139 Dubonnet Rd                                   |                             |               | Tavernier, FL 33070          |         |
| 49 | 00488410-000000 | CASH MARY CATHERINE                                 | 185 Seminole Blvd                                 |                             |               | Tavernier, FL 33070          |         |
| 50 | 00489136-013500 | CASTRO LESLIE J                                     | 10390 SW 131st Ter                                |                             |               | Miami, FL 33176              |         |
| 51 | 00490250-000000 | CEMEX CONSTRUCTION MATERIALS FLORIDA LLC            | PO Box 2883                                       |                             |               | West Palm Beach, FL 33402    |         |
| 52 | 00488010-000000 | CHAGNON K135 LLC                                    | 3020 Southern Oaks Dr                             |                             |               | Merritt Island, FL 32952     |         |
| 53 | 00489136-004200 | CHANG CARLOS  | 12001 SW 31st St                                  |                             |               | Miami, FL 33175              |         |
| 54 | 00490140-003000 | CHAO VICTOR A                                       | 2767 78th St W                                    |                             |               | Hialeah, FL 33016            |         |
| 55 | 00489136-002400 | CHERRY JEANNINE W                                   | 9183 Waterash Ln N                                |                             |               | Pinellas Park, FL 33782      |         |
| 56 | 00487280-000000 | CIPRIANO ANTONIO                                    | 6123 E 5th Ave                                    |                             |               | Hialeah, FL 33013            |         |
| 57 | 00490140-000900 | CLOUGH KRISTEN                                      | 92550 Overseas Hwy                                | Apt 109                     |               | Tavernier, FL 33070          |         |
| 58 | 00490140-002900 | CLOUGH TIMOTHY J TRUST 12/12/2014                   | 4187 SW Mallard Creek Trl                         |                             |               | Palm City, FL 34990          |         |

|     |                 |                                    |                           |                      |                           |
|-----|-----------------|------------------------------------|---------------------------|----------------------|---------------------------|
| 59  | 00089810-000000 | COCONUT CLUB HOUSE LLC             | PO Box 8184               |                      | North Port, FL 34290      |
| 60  | 00089820-000000 | COCONUT CONCH HOUSE LLC            | 1410 Vistazo St W         | Apt 5                | Tiburon, CA 94920         |
| 61  | 00487830-000000 | COEY SUSAN JOAN                    | 16490 NW 14th St          |                      | Pembroke Pines, FL 33028  |
| 62  | 00488270-000000 | COLLAZO-GALAN ILEANA               | 9752 NW 122nd Ter         |                      | Hialeah, FL 33018         |
| 63  | 00488690-000000 | CONCEPCION LIZBETT                 | 24001 SW 142nd Ave        |                      | Homestead, FL 33032       |
| 64  | 00487650-000000 | COOK EDWARD A                      | 1931 Spanish Channel Dr   |                      | Big Pine Key, FL 33043    |
| 65  | 00488300-000000 | CORLEY CHRISTINE                   | 901 10th St               |                      | Farmington, MN 55024      |
| 66  | 00487610-000000 | CRUZ MAGALY                        | 16914 NW 53rd Pl          |                      | Miami Gardens, FL 33055   |
| 67  | 00489136-004700 | CRUZ VICTOR E                      | 8750 SW 107th St          |                      | Miami, FL 33176           |
| 68  | 00482940-000000 | CUBEDDU ROSANA                     | 2102 Quail Roost Dr       |                      | Weston, FL 33327          |
| 69  | 00489136-002800 | CUERVO ARNOLDO C                   | PO Box 370272             |                      | Key Largo, FL 33037       |
| 70  | 00488290-000000 | DAIGNEAULT BEAU JAMES              | 148 Garden St             |                      | Tavernier, FL 33070       |
| 71  | 00482810-000000 | DALLAS DENISE E                    | 112 Old Fashion Rd        |                      | Tavernier, FL 33070       |
| 72  | 00483020-000000 | DANIELS DOUGLAS PAUL               | 2800 Via Rosso St         | Unit 1               | Springfield, IL 62703     |
| 73  | 00489136-004800 | DAUSA-HERNANDEZ MARIA              | 3340 SW 110th Ct          |                      | Miami, FL 33165           |
| 74  | 00482930-000000 | DAVIS PENNY LIVING TRUST 10/7/2020 | C/O DAVIS PENNY TRUSTEE   | 11120 Minneapolis Dr | Hollywood, FL 33026       |
| 75  | 00489136-002200 | DELGADO ARLINE                     | 9613 SW 117th Ct          |                      | Miami, FL 33186           |
| 76  | 00489136-007100 | DELGADO JULIO                      | 209 Burgundy Dr           |                      | Tavernier, FL 33070       |
| 77  | 00490130-000300 | DELL GREGORY                       | 2625 Weston Rd            |                      | Weston, FL 33331          |
| 78  | 00490140-002600 | DIAMOND III CHARLES J              | 7300 SW 69th Ct           |                      | Miami, FL 33143           |
| 79  | 00489136-005500 | DIAZ FRANCISCO CAROL               | 273 Burgundy Dr           |                      | Tavernier, FL 33070       |
| 80  | 00489136-002600 | DIAZ MARGARITA DEL CARMEN          | 202 Burgundy Dr           |                      | Tavernier, FL 33070       |
| 81  | 00488370-000000 | DIEDERICH DONALD T                 | 4502 James Dr             |                      | Midland, MI 48642         |
| 82  | 00489135-003800 | DIEGUEZ JR RAUL                    | 367 Oleander Dr           |                      | Tavernier, FL 33070       |
| 83  | 00489136-004500 | DOMATRI PROPERTY HOLDINGS LLP      | 2751 SW 142nd Ct          |                      | Miami, FL 33175           |
| 84  | 00089510-000000 | DOT/ST.OF FL                       | 3900 Commonwealth Blvd    | Ste 115              | Tallahassee, FL 32399     |
| 85  | 00483070-000000 | DRASKA FAMILY LIMITED PARTNERSHIP  | 800 Lyster Rd             |                      | Highwood, IL 60040        |
| 86  | 00488090-000000 | DUBIEL-HORNUNG RENEE               | 107 Cayuga Rd             |                      | Barnegat, NJ 08005        |
| 87  | 00482680-000000 | DUNN NANCY W                       | 166 Redwing Rd            |                      | Tavernier, FL 33070       |
| 88  | 00482870-000000 | EDWARDS NICOLE S                   | 600 Oriole Ave            |                      | Miami Springs, FL 33166   |
| 89  | 00483140-000000 | EGUIZABAL MARIA                    | 155 Dubonnet Rd           |                      | Tavernier, FL 33070       |
| 90  | 00487880-000000 | ERIKSEN AMANDA DEE                 | PO Box 1154               |                      | Tavernier, FL 33070       |
| 91  | 00487840-000000 | ESCOBAR AMELIA                     | 5205 SW 128th Ave         |                      | Miami, FL 33175           |
| 92  | 00089480-000000 | ESUE LLC                           | 185 NW Spanish River Blvd | Ste 100              | Boca Raton, FL 33431      |
| 93  | 00482820-000000 | FABELO DOMINGO                     | 10352 NW 131st St         |                      | Hialeah Gardens, FL 33018 |
| 94  | 00489136-013900 | FERNANDEZ ALEJANDRO                | 250 Normandy Dr           |                      | Tavernier, FL 33070       |
| 95  | 00487450-000000 | FERNANDEZ BETTY                    | 125 Sterling Rd           |                      | Tavernier, FL 33070       |
| 96  | 00489135-002600 | FERNANDEZ ELSA L                   | 17755 SW 188th St         |                      | Miami, FL 33187           |
| 97  | 00489136-013700 | FERNANDEZ MARIO                    | 7301 SW 84th Pl           |                      | Miami, FL 33143           |
| 98  | 00488400-000000 | FIELDS TRACY E                     | 459 Woodchase Ln          |                      | Corbin, KY 40701          |
| 99  | 00487970-000000 | FLEITA GONZALEZ JOSE A             | 151 Garden St             |                      | Tavernier, FL 33070       |
| 100 | 00089830-000000 | FLORIDA KEYS ELKS CLUB INC         | PO Box 255                |                      | Tavernier, FL 33070       |
| 101 | 00482830-000000 | FLORIDA KEYS VACATION RENTALS LLC  | 6980 Silver Oak Dr        |                      | Miami Lakes, FL 33014     |
| 102 | 00488220-000000 | FLY JANA G                         | 118 Garden St             |                      | Tavernier, FL 33070       |
| 103 | 00487990-000200 | FREITAG TAMMY                      | 143 Garden St             |                      | Tavernier, FL 33070       |
| 104 | 00489135-002000 | FRINS DEVIN                        | 135 N Airport Rd          |                      | Tavernier, FL 33070       |
| 105 | 00487630-000000 | FRINS DEVIN J                      | 135 N Airport Rd          |                      | Tavernier, FL 33070       |
| 106 | 00488260-000000 | FUDGE GERALDINE G                  | 6777 New Paris Twin Rd    |                      | New Paris, OH 45347       |
| 107 | 00488280-000000 | GALAN ILEANA COLLAZO               | 142 Garden St             |                      | Tavernier, FL 33070       |
| 108 | 00487960-000000 | GALAN ILEANA COLLAZO L/E           | 142 Garden St             |                      | Tavernier, FL 33070       |
| 109 | 00489135-003400 | GARCIA CHRISTOPHER M               | 351 Oleander Dr           |                      | Tavernier, FL 33070       |
| 110 | 00483220-000000 | GARCIA DIANA LEIGH                 | 535 Alminar Ave           |                      | Coral Gables, FL 33146    |
| 111 | 00482900-000000 | GARCIA ESTEBAN                     | 6800 SW 125th Ter         |                      | Miami, FL 33156           |
| 112 | 00489136-013600 | GARCIA JEANNETTE                   | 13140 SW 81st Ave         |                      | Pincrest, FL 33156        |
| 113 | 00487930-000000 | GARCIA KENIA                       | 167 Garden St             |                      | Tavernier, FL 33070       |
| 114 | 00489135-003500 | GARCIA MARGARITA                   | 355 Oleander Dr           |                      | Tavernier, FL 33070       |
| 115 | 00487750-000000 | GARCIA MODESTO LUIS                | 110 Arbor Ln              |                      | Tavernier, FL 33070       |
| 116 | 00487790-000000 | GARCIA TANIA                       | 126 Arbor Ln              |                      | Tavernier, FL 33070       |
| 117 | 00482720-000000 | GAUTIER JR JEFF D                  | PO Box 1426               |                      | Tavernier, FL 33070       |

|     |                 |  |                               |                 |                              |
|-----|-----------------|--|-------------------------------|-----------------|------------------------------|
| 118 | 00489130-000100 | GEMSTONE PROPERTIES CO                 | 228 Buttonwood Ln             |                 | Tavernier, FL 33070          |
| 119 | 00483060-000000 | GIACIN LARRY                           | 19001 SW 59th St              |                 | Southwest Ranches, FL 33332  |
| 120 | 00489136-013300 | GIGUERE ELIZABETH                      | 226 Normandy Dr               |                 | Tavernier, FL 33070          |
| 121 | 00490140-002200 | GOGA IOANNA                            | 122 San Marco Dr              |                 | Islamorada, FL 33036         |
| 122 | 00487760-000000 | GOMEZ JESSIE                           | 6034 SW 27th St               |                 | Miami, FL 33155              |
| 123 | 00489136-003300 | GONZALEZ JOSE P                        | 3400 SW 108th Ave             |                 | Miami, FL 33165              |
| 124 | 00489135-000600 | GONZALEZ PEDRO                         | 2885 W 71st St                |                 | Hialeah, FL 33018            |
| 125 | 00489135-000200 | GREENE GRACE                           | 306 Oleander Dr               |                 | Tavernier, FL 33070          |
| 126 | 00489135-003300 | GUERRA BERTA M                         | 347 Oleander Dr               |                 | Tavernier, FL 33070          |
| 127 | 00489135-004100 | GUILLEN JACQUELINE                     | 10621 SW 128th St             |                 | Miami, FL 33176              |
| 128 | 00489135-004405 | GUTIERREZ JESUS                        | 393 Oleander Dr               |                 | Tavernier, FL 33070          |
| 129 | 00489136-014400 | GUTIERREZ SALVADOR                     | 272 Normandy Dr               |                 | Tavernier, FL 33070          |
| 130 | 00488130-000000 | HABERMAN DONALD                        | 16 Tavern Rd                  |                 | Groton, MA 01450             |
| 131 | 00489136-004600 | HANLEY JOYCE K REV TR AGR 1/18/1995    | 750 N Rio Vista Blvd          |                 | Fort Lauderdale, FL 33301    |
| 132 | 00487690-000000 | HARRISON SHIRLEY                       | 3023 Flint Hill Rd            |                 | Adamstown, MD 21710          |
| 133 | 00490140-001100 | HASSEL ANDREE D                        | 5776 Pomegranate Way SW       |                 | Palm City, FL 34990          |
| 134 | 00489135-004404 | HERNANDEZ AILYNN KATHERINA             | 395 Oleander Dr               |                 | Tavernier, FL 33070          |
| 135 | 00489136-014000 | HERNANDEZ ARNALDO                      | 1400 Obispo Ave               |                 | Coral Gables, FL 33134       |
| 136 | 00489136-007200 | HERNANDEZ BERTHA                       | 7835 NW 166th Ter             |                 | Miami Lakes, FL 33016        |
| 137 | 00489135-003900 | HERNANDEZ OLIDIA                       | 2245 NW 1st St                |                 | Miami, FL 33125              |
| 138 | 00489136-004100 | HERNANDEZ TRUST 8/24/2005              | C/O HERNANDEZ ZENaida TRUSTEE | 262 Burgundy Dr | Tavernier, FL 33070          |
| 139 | 00488680-000000 | HERRERA JESSICA                        | 5600 SW 199th Ave             |                 | Fort Lauderdale, FL 33332    |
| 140 | 00489135-000300 | HERRERA JESSICA TEJEDA                 | 5600 SW 199th Ave             |                 | Fort Lauderdale, FL 33332    |
| 141 | 00490140-001200 | HESKETT KENNETH P TRUST 5/14/2013      | 92550 Overseas Hwy            | Apt 112         | Tavernier, FL 33070          |
| 142 | 00488030-000000 | HEWITT MITCHELL R                      | 127 Garden St                 |                 | Tavernier, FL 33070          |
| 143 | 00488110-000000 | HODES MICHAEL                          | 232 Oleander Dr               |                 | Tavernier, FL 33070          |
| 144 | 00488080-000000 | HODES MICHAEL P                        | PO Box 373191                 |                 | Key Largo, FL 33037          |
| 145 | 00488200-000000 | HOGFISH PROPERTIES INC                 | 116 Garden St                 |                 | Tavernier, FL 33070          |
| 146 | 00482920-000000 | HOGUET CHRISTOPHER J                   | 160 Orange Blossom Rd         |                 | Tavernier, FL 33070          |
| 147 | 00489135-000500 | HOLLOWAY LARRY D                       | 318 Oleander Dr               |                 | Tavernier, FL 33070          |
| 148 | 00482800-000000 | HORNER JASON J                         | 108 Old Fashion Rd            |                 | Tavernier, FL 33070          |
| 149 | 00489135-002200 | HOWELL DOUGLAS SCOTT                   | 303 Oleander Dr               |                 | Tavernier, FL 33070          |
| 150 | 00489135-001500 | IGLESIAS CONSUELO                      | 4760 W 9th Ct                 |                 | Hialeah, FL 33012            |
| 151 | 00489135-004301 | J LEON INVESTMENTS LLC                 | 400 NW 125th Ave              |                 | Miami, FL 33182              |
| 152 | 00490180-000000 | JAG LLC                                | PO Box 539                    |                 | Tavernier, FL 33070          |
| 153 | 00489070-000000 | JENSEN LARS T                          | 229 Oleander Dr               |                 | Tavernier, FL 33070          |
| 154 | 00487340-000000 | JV DEVELOPMENT LLC                     | 8397 NW 115th Ct              |                 | Doral, FL 33178              |
| 155 | 00488190-000000 | KAITLY'S PROPERTIES LLC                | 7291 NW 12th St               |                 | Miami, FL 33126              |
| 156 | 00490140-002700 | KETCHEM DOUGLAS M REV LIV TR 9/18/1996 | 7236 Saint Andrews Rd         |                 | Lake Worth, FL 33467         |
| 157 | 00490240-000000 | KEY LARGO WASTEWATER TREATMENT DIST    | PO BOX 370491                 |                 | KEY LARGO, FL 33037          |
| 158 | 00488390-000000 | KILBURY RICHARD A                      | 6160 SW 8th St                |                 | Plantation, FL 33317         |
| 159 | 00488340-000000 | KORST KEVIN                            | 7 Cardy Ln                    |                 | Depew, NY 14043              |
| 160 | 00488180-000000 | KP AQUATICS LLC                        | PO Box 1601                   |                 | Tavernier, FL 33070          |
| 161 | 00483150-000000 | KRAUT OLIVER J                         | 226 Tallwood Rd               |                 | Jacksonville Beach, FL 32250 |
| 162 | 00489136-002700 | LANATA BEATRIZ                         | 9800 SW 73rd Ave              |                 | Pinecrest, FL 33156          |
| 163 | 00490190-000000 | LEBOEUF JOSEPH                         | 159 Ellis Dr                  |                 | Tavernier, FL 33070          |
| 164 | 00489130-000000 | LEITH DENNIS                           | 245 Oleander Dr               |                 | Tavernier, FL 33070          |
| 165 | 00489135-002700 | LEMUS MANUEL M                         | 12865 SW 76th Ter             |                 | Miami, FL 33183              |
| 166 | 00489136-005600 | LEON FAMILY REVOCABLE TRUST            | 11630 SW 9th Ct               |                 | Pembroke Pines, FL 33025     |
| 167 | 00489135-001300 | LIBERO ROBERT E                        | 719 SE 3rd Ct                 |                 | Dania Beach, FL 33004        |
| 168 | 00487950-000000 | LINDBACK DONNA                         | 364 S Coconut Palm Blvd       |                 | Tavernier, FL 33070          |
| 169 | 00488120-000000 | LITTEKEN ANGELICA                      | 199 Garden St                 |                 | Tavernier, FL 33070          |
| 170 | 00488640-000000 | LITTLE JR JOHN C                       | 112 Sable Palm Ln             |                 | Tavernier, FL 33070          |
| 171 | 00487600-000000 | LLANOS JULIO E                         | 8756 NW 140th Ln              |                 | Miami Lakes, FL 33018        |
| 172 | 00483000-000000 | LODUCA JAMES D                         | 1722 Lexington Dr             |                 | Troy, MI 48084               |
| 173 | 00488420-000100 | LOPEZ ANDREA                           | 316 Lance Ln                  |                 | Key Largo, FL 33037          |
| 174 | 00489136-003800 | MACARIO FAMILY HOLDINGS II LLC         | 13811 SW 106th St             |                 | Miami, FL 33186              |
| 175 | 00489136-002300 | MALONEY ROBERT                         | 190 Burgundy Dr               |                 | Tavernier, FL 33070          |
| 176 | 00490140-000600 | MALONSON MICHAEL G                     | 2 Sirod Rd                    |                 | Windham, NH 03087            |

|     |                 |  |                             |             |                             |
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| 177 | 00487940-000000 | MANDERNACH TERRI                                 | 1226 SW 147th Ter           |             | Pembroke Pines, FL 33027    |
| 178 | 00451220-000000 | MARATHON II LLC                                  | 14505 Commerce Way          | Ste 500     | Miami Lakes, FL 33016       |
| 179 | 00490140-001700 | MARINO ANGELO J                                  | 13946 S Cypress Cove Cir    |             | Davie, FL 33325             |
| 180 | 00489136-003200 | MARTINEZ FABIAN                                  | 200 Leucadendra Dr          |             | Coral Gables, FL 33156      |
| 181 | 00489135-004300 | MARTINEZ GLORIA M                                | 3790 E 6th Ave              |             | Hialeah, FL 33013           |
| 182 | 00490130-000100 | MARTINS RODRIGO                                  | 150 Ellis Dr                |             | Tavernier, FL 33070         |
| 183 | 00489136-006500 | MATOS GLADYS C                                   | 10840 SW 84th Ave           |             | Miami, FL 33156             |
| 184 | 00489135-001800 | MCARDLE NINI                                     | 6646 SW 78th Ter            |             | South Miami, FL 33143       |
| 185 | 00490140-002500 | MCDONOUGH DONNA S                                | 137 Sea Lily Ln             |             | Ponte Vedra Beach, FL 32082 |
| 186 | 00487700-000000 | MCMASTER JR WESLEY                               | 244 Oleander Dr             |             | Tavernier, FL 33070         |
| 187 | 00487490-000000 | MENDEZ ISABEL                                    | 92685 Overseas Hwy          |             | Tavernier, FL 33070         |
| 188 | 00489135-004200 | MI FE INVESTMENTS GROUP INC                      | 1480 W 5th Ct               |             | Hialeah, FL 33010           |
| 189 | 00489135-002500 | MIR CARMEN MARIA                                 | 815 Ponce de Leon Blvd      | Fl 3        | Coral Gables, FL 33134      |
| 190 | 00487890-000000 | MITTENDORF KAREN                                 | 166 Arbor Ln                |             | Tavernier, FL 33070         |
| 191 | 00488420-000000 | MOLINARO FAMILY PROPETIES INC                    | 88511 Overseas Hwy          | Ste 4       | Tavernier, FL 33070         |
| 192 | 00489135-001400 | MOLINARO JONATHONY TESTAMENT TRUST 7/18/2016     | C/O MOLINARO JOSEPH TRUSTEE | PO Box 1747 | Tavernier, FL 33070         |
| 193 | 00482880-000000 | MOLINARO JOSEPH                                  | PO Box 1747                 |             | Tavernier, FL 33070         |
| 194 | 00490170-000100 | MONROE COUNTY                                    | 1100 Simonton St            | Ste 205     | Key West, FL 33040          |
| 195 | 00490190-000100 | MONROE COUNTY BOARD OF COUNTY COMMISSIONERS      | 1100 Simonton St            | Ste 205     | Key West, FL 33040          |
| 196 | 00490170-000000 | MONROE MARINE CONSTRUCTION CORP                  | 1106 Heron Rd               |             | Key Largo, FL 33037         |
| 197 | 00487520-000000 | MONTERO IRIS REV TRUST 01/27/2012                | 8095 W 18th Ave             |             | Hialeah, FL 33014           |
| 198 | 00488670-000100 | MONTES DE OCA TERESITA J                         | 7610 Tryall Dr              |             | Hialeah, FL 33015           |
| 199 | 00488380-000000 | MORA PRISCILIANO                                 | 186 Garden St               |             | Tavernier, FL 33070         |
| 200 | 00490150-000000 | MOTOR HOLDINGS FLORIDA LLC                       | 92530 Overseas Hwy          |             | Tavernier, FL 33070         |
| 201 | 00489135-003000 | MUNOZ JENNIFER B MARONO                          | 335 Oleander Dr             |             | Tavernier, FL 33070         |
| 202 | 00489135-002300 | NANCE GEORGE MANUEL DANIEL                       | 25 Orange Dr                |             | Key Largo, FL 33037         |
| 203 | 00488650-000000 | NAVARRO GERINARDO                                | 16131 NW 12th St            |             | Pembroke Pines, FL 33028    |
| 204 | 00487590-000000 | NAVARRO MARTA                                    | 18848 NW 83rd Pl            |             | Hialeah, FL 33015           |
| 205 | 00490210-000100 | NEKHAILA GROUP INC                               | 149 Stromboli Dr            |             | Islamorada, FL 33036        |
| 206 | 00489135-001700 | NICKERSON JEFF                                   | PO Box 226                  |             | Cashiers, NC 28717          |
| 207 | 00489136-006600 | NICTO ILEANA                                     | 229 Burgundy Dr             |             | Tavernier, FL 33070         |
| 208 | 00490140-000400 | NORTON JAMES AND EVA REV LIVING TRUST 12/27/2017 | 218 Hammond Dr              |             | Miami Springs, FL 33166     |
| 209 | 00488170-000000 | NUNEZ ANTONIO                                    | 179 Garden St               |             | Tavernier, FL 33070         |
| 210 | 00489136-007300 | NUNEZ ARIEL ARMANDO                              | 20601 SW 79th Ct            |             | Cutler Bay, FL 33189        |
| 211 | 00489135-002800 | OJEDA FAMILY TRUST 1/21/2016                     | 327 Oleander Dr             |             | Tavernier, FL 33070         |
| 212 | 00489135-000700 | OLEANDER LLC                                     | PO Box 288                  |             | Tavernier, FL 33070         |
| 213 | 00482960-000000 | ORANGE BLOSSOM INVESTMENT GROUP CORP             | 16927 SW 90th Terrace Cir   |             | Miami, FL 33196             |
| 214 | 00489135-001600 | ORTEGA JOSE M                                    | 3050 SW 109th Ave           |             | Miami, FL 33165             |
| 215 | 00488350-000000 | ORTIZ EDGAR                                      | 3515 NW 103rd St            |             | Miami, FL 33147             |
| 216 | 00489136-007400 | OSIMAR CORPORATION                               | 197 Burgundy Dr             |             | Tavernier, FL 33070         |
| 217 | 00482650-000000 | OVERSEAS CENTER LLC                              | 167 Fontaine Dr             |             | Tavernier, FL 33070         |
| 218 | 00488330-000000 | OWEN MAUREEN                                     | 166 Garden St               |             | Tavernier, FL 33070         |
| 219 | 00490140-002300 | PACKWOOD MICHAEL J                               | 2709 Cattail Ct             |             | Longwood, FL 32779          |
| 220 | 00488360-000000 | PARAMAR PROPERTY MANAGEMENT INC                  | 506 NW 87th Ave             | Apt 413     | Miami, FL 33172             |
| 221 | 00487910-000000 | PARKER PLACE AT ALYS BEACH LLC                   | 102 Plantation Blvd         |             | Islamorada, FL 33036        |
| 222 | 00490160-000000 | PARROT FISH BAY LLC                              | 2625 Weston Rd              |             | Weston, FL 33331            |
| 223 | 00490140-000800 | PELTZ ROY P REVOCABLE TRUST 8/31/1994            | 7190 74th St SW             |             | Miami, FL 33143             |
| 224 | 00489136-003500 | PERDOMO MANUEL                                   | 9850 NW 27th St             |             | Doral, FL 33172             |
| 225 | 00489136-006700 | PEREZ MARIA BEATRIZ                              | 4118 SW 195th Ter           |             | Miramar, FL 33029           |
| 226 | 00489136-005200 | PEREZ MARIA E                                    | 9955 NW 133rd St            |             | Hialeah, FL 33018           |
| 227 | 00490140-001300 | PIEPER MICHAEL H                                 | 6815 SW 136th Ct            |             | Miami, FL 33183             |
| 228 | 00490140-002000 | PINEIRO WILMARIE LOPEZ                           | 92550 Overseas Hwy          | Apt 204     | Tavernier, FL 33070         |
| 229 | 00488050-000000 | PRIETO ROSALIA C                                 | 115 Garden St               |             | Tavernier, FL 33070         |
| 230 | 00489135-003200 | RABI MARIO R                                     | 1321 SW 14th Ave            |             | Miami, FL 33145             |
| 231 | 00488150-000000 | RAMIREZ MARTHA A                                 | 187 Garden St               |             | Tavernier, FL 33070         |
| 232 | 00489136-003100 | RAMOS JORGE I                                    | 11220 SW 128th St           |             | Miami, FL 33176             |
| 233 | 00490140-003600 | RANDOLPH JOHN                                    | 15305 SW 260th St           |             | Homestead, FL 33032         |
| 234 | 00488040-000000 | RAY HENDREN LIVING TRUST 5/7/2020                | 119 Garden St               |             | Tavernier, FL 33070         |
| 235 | 00489136-005400 | REQUATE MYRIAM                                   | 277 Burgundy Dr             |             | Tavernier, FL 33070         |

|     |                 |   |                               |                              |                             |
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| 236 | 00489136-005300 | REQUATE MYRIAM R  | 277 Burgundy Dr               |                              | Tavernier, FL 33070         |
| 237 | 00489136-006200 | REYES ERENIO FLORIDA KEYS TRUST 8/10/2016               | 16431 SW 75th St              |                              | Miami, FL 33193             |
| 238 | 00488320-000000 | REYES IRIS H  | 162 Garden St                 |                              | Tavernier, FL 33070         |
| 239 | 00490140-003100 | REYES LILLIAM   | 92550 Overseas Hwy            | Apt 215                      | Tavernier, FL 33070         |
| 240 | 00483100-000000 | RICE CAROLYN L  | 3051 NE 42nd St               |                              | Fort Lauderdale, FL 33308   |
| 241 | 00490140-000300 | RICH DANIELLE   | 27458 Haiti Ln                |                              | Ramrod Key, FL 33042        |
| 242 | 00487780-000000 | ROCA YALYS R PENA                                       | 122 Arbor Ln                  |                              | Tavernier, FL 33070         |
| 243 | 00489130-000200 | ROCHE LIANA   | 9560 Lisa Rd                  |                              | Cutler Bay, FL 33157        |
| 244 | 00488100-000000 | RODRIGUEZ ANTONIO BLANCAS                               | 190 Arbor Ln                  |                              | Tavernier, FL 33070         |
| 245 | 00489135-000800 | RODRIGUEZ FAMILY LIVING TRUST 10/27/2022                | C/O LUIS RODRIGUEZ CO TRUSTEE | 2221 SW 89TH AVENUE          | Miami, FL 33165             |
| 246 | 00489136-006900 | RODRIGUEZ JOSE R 2003 REVOCABLE FAMILY TRUST 08/01/2023 | 460 SE 7th Ave                |                              | Hialeah, FL 33010           |
| 247 | 00489136-007000 | RODRIGUEZ JOSE R 2023 REVOCABLE FAMILY TRUST 08/01/2023 | 460 SE 7th Ave                |                              | Hialeah, FL 33010           |
| 248 | 00489136-003000 | ROJAS ARMANDO   | 3450 SW 141st Ave             |                              | Miramar, FL 33027           |
| 249 | 00489136-006400 | ROSADO LIDIA R REV LIVING TRUST 5/21/2021               | 8980 W Flagler St             | Apt 105                      | Miami, FL 33174             |
| 250 | 00489135-004402 | ROSCIOLI SHARON F PERSONAL RESIDENCE TRUST 05/29/2019   | 2410 SW 27th Ave              |                              | Fort Lauderdale, FL 33312   |
| 251 | 00489135-002900 | SALADRIGAS 331 KEYS LLC                                 | 7461 SW 93rd Pl               |                              | Miami, FL 33173             |
| 252 | 00482990-000000 | SALGADO ALEXANDER MANUEL                                | 1203 NW 121st Ave             |                              | Plantation, FL 33323        |
| 253 | 00489136-013800 | SANABRIA PROPERTY MANAGEMENT LLC                        | 6427 NW 201st Ter             |                              | Hialeah, FL 33015           |
| 254 | 00482850-000000 | SANCHEZ ANA OLIVER                                      | 8405 SW 91st St               |                              | Miami, FL 33156             |
| 255 | 00489135-003600 | SANCHEZ CARLOS DEC TR 5/1/2007                          | 524 SW 120th Ave              |                              | Miami, FL 33184             |
| 256 | 00489135-004401 | SANCHEZ FELIX J   | 556 W 45th Pl                 |                              | Hialeah, FL 33012           |
| 257 | 00483200-000000 | SANCHEZ JOSE BENITO REVOCABLE LIVING TRUST 5/16/14      | 17865 SW 75th Ave             |                              | Palmetto Bay, FL 33157      |
| 258 | 00489136-005800 | SANTANA VICENTE   | 1301 NW 85th Way              |                              | Pembroke Pines, FL 33024    |
| 259 | 00490230-000000 | SANTE CHRIS   | PO Box 373006                 |                              | Key Largo, FL 33037         |
| 260 | 00483050-000000 | SANTOS MONIQUE  | 2309 Desota Dr                |                              | Fort Lauderdale, FL 33301   |
| 261 | 00487620-000000 | SCHADE FREDERICK M                                      | 800 NW 18th Ave               | Apt 4                        | Gainesville, FL 32609       |
| 262 | 00490140-000100 | SCHEALL WILLIAM THOMAS                                  | 92550 Overseas Hwy            | Apt 101                      | Tavernier, FL 33070         |
| 263 | 00489136-005700 | SD REALTY, LLC  | 2313 W Old Highway Rd         |                              | Morgan, UT 84050            |
| 264 | 00089500-000000 | SECURITY STORAGE LIMITED PARTNERSHIP                    | 102411 Overseas Hwy           |                              | Key Largo, FL 33037         |
| 265 | 00489136-002900 | SERRA ENRIQUE DEC OF TR 10/21/2015                      | 7500 SW 132nd Pl              |                              | Miami, FL 33183             |
| 266 | 00089490-000000 | SINGLETARY CONCRETE PRODUCTS INC                        | C/O CEMEX INC                 | PO Box 2883                  | West Palm Beach, FL 33402   |
| 267 | 00489135-001000 | SKIBINSKI RICHARD A                                     | 3156 Cologne Ave              |                              | Mays Landing, NJ 08330      |
| 268 | 00490140-002100 | SLEZAK-KANTIS JENNIFER A                                | 1700 SW 5th Ct                |                              | Ft Lauderdale, FL 33312     |
| 269 | 00489136-005000 | SLOCUM JR BERT R  | 15300 SW 35th St              |                              | Davie, FL 33331             |
| 270 | 00483030-000000 | SMOLKA JUDITH FAMILY REVOCABLE TRUST                    | 15174 86th Way N              |                              | West Palm Beach, FL 33418   |
| 271 | 00487810-000100 | SOFIDAN REAL ESTATE INC                                 | PO Box 1569                   |                              | Tavernier, FL 33070         |
| 272 | 00487820-000000 | SOLANO KARINA   | 16914 NW 53rd Pl              |                              | Miami Gardens, FL 33055     |
| 273 | 00488060-000000 | SOSA JOSE   | 174 Arbor Ln                  |                              | Tavernier, FL 33070         |
| 274 | 00483160-000000 | SPEER RICHARD   | 14530 Marvin Ln               |                              | Southwest Ranches, FL 33330 |
| 275 | 00488070-000000 | STEPUTIS DONNA M  | 178 Arbor Ln                  |                              | Tavernier, FL 33070         |
| 276 | 00490140-001500 | STEWART FAMILY TRUST 6/29/07                            | C/O STEWART PETER             | 4150 S ATLANTIC AVE APT 104D | New Smyrna Beach, FL 32169  |
| 277 | 00488450-000000 | STONER EDWARD N   | 228 Buttonwood Ln             |                              | Tavernier, FL 33070         |
| 278 | 00489136-003600 | SUAREZ VIVIANA  | 9475 SW 70th St               |                              | Miami, FL 33173             |
| 279 | 00490210-000000 | SUNSHINE GASOLINE DISTRIBUTORS INC                      | 1650 87th Ave NW              |                              | Doral, FL 33172             |
| 280 | 00490140-001600 | TALSMA BONITA L   | 92550 Overseas Hwy            | Apt 116                      | Tavernier, FL 33070         |
| 281 | 00489136-005900 | TAPIA LUIS ALBERTO                                      | 11725 SW 99th Ct              |                              | Miami, FL 33176             |
| 282 | 00487510-000000 | TAV117-314 LLC  | 133 Westminster Dr            |                              | Tavernier, FL 33070         |
| 283 | 00483260-000000 | TAVERNIER CORPORATION                                   | C/O SHAW HERBERT J JR         | 66 Shoreland Dr              | Key Largo, FL 33037         |
| 284 | 00487720-000000 | TAVERNIER INC   | PO Box 373006                 |                              | Key Largo, FL 33037         |
| 285 | 00489135-001200 | TEIXEIRA REGINA M                                       | 346 Oleander Dr               |                              | Tavernier, FL 33070         |
| 286 | 00488710-000000 | TEJEDA HERIBERTO  | 219 Oleander Dr               |                              | Tavernier, FL 33070         |
| 287 | 00490140-002400 | THIEM JR WILLIAM T                                      | 13908 Bardmoor Pl             |                              | Tampa, FL 33618             |
| 288 | 00482910-000000 | THOROUGHSCAPE HOLDINGS LLC                              | 2050 Windsock Way             |                              | Wellington, FL 33414        |
| 289 | 00483210-000000 | TIGERS UNLIMITED LLC                                    | 465 S Bayshore Dr             |                              | Madeira Beach, FL 33708     |
| 290 | 00488720-000000 | TORRES TEOBALDO   | 13750 SW 73rd St              |                              | Miami, FL 33183             |
| 291 | 00489135-003700 | TRENTINE KATHRYN  | 363 Oleander Dr               |                              | Tavernier, FL 33070         |
| 292 | 00489135-004411 | TRUJILLO GERMAN AND WEBDEKING SHIRLEY LIV TR 2/14/2016  | 920 Iris Dr                   |                              | Delray Beach, FL 33483      |
| 293 | 00489136-006100 | TWISS ROBERT  | 55 Woodridge Dr               |                              | Troy, OH 45373              |
| 294 | 00490140-001900 | UDDO MICHAEL  | 1150 Spanish River Rd         |                              | Boca Raton, FL 33432        |

|     |                 |  |                    |                        |
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| 295 | 00487580-000000 | VALCARCEL GUSTAVO A                              | 13346 SW 61st Ter  | Miami, FL 33183        |
| 296 | 00489135-003100 | VALIENTE JULIAN C                                | 4000 SW 5th Ter    | Coral Gables, FL 33134 |
| 297 | 00489136-004400 | VALLEDOR JACQUELINE E                            | 393 Pompano Dr     | Key Largo, FL 33037    |
| 298 | 00487870-000000 | VANEGAS DIANA                                    | 8315 NW 163rd St   | Miami Lakes, FL 33016  |
| 299 | 00089800-000000 | VAUGHN ROBERT R                                  | PO Box 464         | Tavernier, FL 33070    |
| 300 | 00489136-004900 | VELEZ GLORIA E                                   | 13446 SW 104th Ct  | Miami, FL 33176        |
| 301 | 00487440-000000 | WALSH IV WILLIAM T                               | 119 Sterling Rd    | Tavernier, FL 33070    |
| 302 | 00482840-000000 | WEBB DONALD J                                    | 124 Old Fashion Rd | Tavernier, FL 33070    |
| 303 | 00489135-001100 | WHITE JENNIFER A                                 | 342 Oleander Dr    | Tavernier, FL 33070    |
| 304 | 00490140-003200 | WIEDEKE JANICE ARNOLD REVOCABLE TRUST 07/08/2019 | 11000 SW 55th St   | Davie, FL 33328        |
| 305 | 00488460-000000 | WILLIAMS PAULINE                                 | 226 Buttonwood Ln  | Tavernier, FL 33070    |
| 306 | 00488210-000000 | WILSON LINDA ANN                                 | 118 A Garden St    | Tavernier, FL 33070    |
| 307 | 00490140-000700 | WINTON CHERYL E REVOCABLE TRUST 03/07/2023       | 9350 Oak Grove Cir | Davie, FL 33328        |
| 308 | 00489136-014300 | ZAMBRANA FAMILY REVOCABLE TRUST 12/22/2022       | PO Box 407         | Tavernier, FL 33070    |
| 309 | 00489136-006800 | ZURITA ADAN                                      | 221 Burgundy Dr    | Tavernier, FL 33070    |

149 ELLIS LLC  
PO Box 539  
Tavernier, FL 33070

172 ORANGE BLOSSOM LLC  
5475 SW 87th St  
Miami, FL 33143

92330 OVERSEAS HIGHWAY LLC  
4521 Pga Blvd  
Ste 403  
Palm Beach Gardens, FL 33418

ALMOST HEAVEN LLC  
4604 McDaniel Rd  
Paragould, AR 72450

AMADOR MARY ANN  
150 Dubonnet Rd  
Tavernier, FL 33070

AULT FRANCES L  
851 167th Ave NW  
Pembroke Pines, FL 33028

BANKSTON JOHN H  
260 Albatross St  
Miami Springs, FL 33166

BARSH GREGORY S  
712 Bayonet Ct  
Collegeville, PA 19426

BENNETT CAROL L & CRAIG P REV TRU  
9501 SW 97th St  
Miami, FL 33176

BETANCOURT FAMILY LIVING TRUST 12  
135 Dubonnet Rd  
Tavernier, FL 33070

BIRK MARK F  
134 Garden St  
Tavernier, FL 33070

BLACHARD WENDY P REVOCABLE TRU  
C/O WENDY P BLANCHARD TRUSTEE  
92550 OVERSEAS HWY Apt 110  
Tavernier, FL 33070

BLANCHARD WENDY P REVOCABLE TRU  
C/O WENDY P BLANCHARD TRUSTEE  
92550 OVERSEAS HWY Apt 110  
Tavernier, FL 33070

BLANCHARD WENDY P REVOCABLE TRU  
C/O WENDY P BLANCHARD TRUSTEE  
92550 OVERSEAS HWY Apt 110  
Tavernier, FL 33070

BOADA FELIX R  
131 Garden St  
Tavernier, FL 33070

BROEDER JAMES P  
126 Garden St  
Tavernier, FL 33070

BUIGUES ROBERTO A  
1874 S Bayshore Dr  
Miami, FL 33133

CARLSON DAVID LEE  
830 Swan Ave  
Miami Springs, FL 33166

CARLSON DENNIS  
PO Box 1558  
Labelle, FL 33975

CARRENO ANTONIO  
139 Dubonnet Rd  
Tavernier, FL 33070

CEMEX CONSTRUCTION MATERIALS FL  
PO Box 2883  
West Palm Beach, FL 33402

CHAO VICTOR A  
2767 78th St W  
Hialeah, FL 33016

CLOUGH KRISTEN  
92550 Overseas Hwy  
Apt 109  
Tavernier, FL 33070

CLOUGH TIMOTHY J TRUST 12/12/2014  
4187 SW Mallard Creek Trl  
Palm City, FL 34990

CUBEDDU ROSANA  
2102 Quail Roost Dr  
Weston, FL 33327

DALLAS DENISE E  
112 Old Fashion Rd  
Tavernier, FL 33070

DAVIS PENNY LIVING TRUST 10/7/2020  
C/O DAVIS PENNY TRUSTEE  
11120 Minneapolis Dr  
Hollywood, FL 33026

DELL GREGORY  
2625 Weston Rd  
Weston, FL 33331

DIAMOND III CHARLES J  
7300 SW 69th Ct  
Miami, FL 33143

DOT/ST.OF FL  
(STATE ROAD DEPARTMENT)  
TALLAHASSEE, FL 32399

DOT/ST.OF FL  
3900 Commonwealth Blvd  
Ste 115  
Tallahassee, FL 32399

DUNN NANCY W  
166 Redwing Rd  
Tavernier, FL 33070

EDWARDS NICOLE S  
600 Oriole Ave  
Miami Springs, FL 33166

EGUIZABAL MARIA  
155 Dubonnet Rd  
Tavernier, FL 33070

ESUE LLC  
185 NW Spanish River Blvd  
Ste 100  
Boca Raton, FL 33431

FABELO DOMINGO  
10352 NW 131st St  
Hialeah Gardens, FL 33018

FERNANDEZ BETTY  
125 Sterling Rd  
Tavernier, FL 33070

FLORIDA KEYS ELKS CLUB INC  
PO Box 255  
Tavernier, FL 33070

FLORIDA KEYS VACATION RENTALS LLC  
6980 Silver Oak Dr  
Miami Lakes, FL 33014

FLY JANA G  
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FUDGE GERALDINE G  
6777 New Paris Twin Rd  
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GARCIA DIANA LEIGH  
535 Alminar Ave  
Coral Gables, FL 33146

GARCIA ESTEBAN  
6800 SW 125th Ter  
Miami, FL 33156

GARCIA MODESTO LUIS  
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Tavernier, FL 33070

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GOGA IOANNA  
122 San Marco Dr  
Islamorada, FL 33036

GOMEZ JESSIE  
6034 SW 27th St  
Miami, FL 33155

HASSEL ANDREE D  
5776 Pomegranate Way SW  
Palm City, FL 34990

HESKETT KENNETH P TRUST 5/14/2013  
92550 Overseas Hwy  
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Tavernier, FL 33070

HEWITT MITCHELL R  
127 Garden St  
Tavernier, FL 33070

HOGFISH PROPERTIES INC  
116 Garden St  
Tavernier, FL 33070

HOGUET CHRISTOPHER J  
160 Orange Blossom Rd  
Tavernier, FL 33070

HORNER JASON J  
108 Old Fashion Rd  
Tavernier, FL 33070

JAG LLC  
PO Box 539  
Tavernier, FL 33070

JV DEVELOPMENT LLC  
8397 NW 115th Ct  
Doral, FL 33178

KAITLY'S PROPERTIES LLC  
7291 NW 12th St  
Miami, FL 33126

KETCHEM DOUGLAS M REV LIV TR 9/18  
7236 Saint Andrews Rd  
Lake Worth, FL 33467

KEY LARGO WASTEWATER TREATMENT  
PO BOX 370491  
KEY LARGO, FL 33037

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KRAUT OLIVER J  
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Jacksonville Beach, FL 32250

LEBOEUF JOSEPH  
159 Ellis Dr  
Tavernier, FL 33070

MALONSON MICHAEL G  
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Windham, NH 03087

MARATHON II LLC  
14505 Commerce Way  
Ste 500  
Miami Lakes, FL 33016

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13946 S Cypress Cove Cir  
Davie, FL 33325

MARTINS RODRIGO  
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Tavernier, FL 33070

MCDONOUGH DONNA S  
137 Sea Lily Ln  
Ponte Vedra Beach, FL 32082

MOLINARO JOSEPH  
PO Box 1747  
Tavernier, FL 33070

MONROE COUNTY BOARD OF COUNTY  
1100 Simonton St  
Ste 205  
Key West, FL 33040

MONROE COUNTY  
1100 Simonton St  
Ste 205  
Key West, FL 33040

MONROE MARINE CONSTRUCTION COI  
1106 Heron Rd  
Key Largo, FL 33037

MOTOR HOLDINGS FLORIDA LLC  
92530 Overseas Hwy  
Tavernier, FL 33070

NEKHAILA GROUP INC  
149 Stromboli Dr  
Islamorada, FL 33036

NORTON JAMES AND EVA REV LIVING  
218 Hammond Dr  
Miami Springs, FL 33166

ORANGE BLOSSOM INVESTMENT GRO  
16927 SW 90th Terrace Cir  
Miami, FL 33196

OVERSEAS CENTER LLC  
167 Fontaine Dr  
Tavernier, FL 33070

PACKWOOD MICHAEL J  
2709 Cattail Ct  
Longwood, FL 32779

PARROT FISH BAY LLC  
2404 Hollywood Blvd  
Hollywood, FL 33020

PARROT FISH BAY LLC  
2625 Weston Rd  
Weston, FL 33331

PELTZ ROY P REVOCABLE TRUST 8/31/  
7190 74th St SW  
Miami, FL 33143

PIEPER MICHAEL H  
6815 SW 136th Ct  
Miami, FL 33183

PINEIRO WILMARIE LOPEZ  
92550 Overseas Hwy  
Apt 204  
Tavernier, FL 33070

PRIETO ROSALIA C  
115 Garden St  
Tavernier, FL 33070

RANDOLPH JOHN  
15305 SW 260th St  
Homestead, FL 33032

RAY HENDREN LIVING TRUST 5/7/2020  
119 Garden St  
Tavernier, FL 33070

REYES LILLIAM  
92550 Overseas Hwy  
Apt 215  
Tavernier, FL 33070

RICE CAROLYN L  
3051 NE 42nd St  
Fort Lauderdale, FL 33308

RICH DANIELLE  
27458 Haiti Ln  
Ramrod Key, FL 33042

SANCHEZ ANA OLIVER  
8405 SW 91st St  
Miami, FL 33156

SANCHEZ JOSE BENITO REVOCABLE L  
17865 SW 75th Ave  
Palmetto Bay, FL 33157

SANTE CHRIS  
PO Box 373006  
Key Largo, FL 33037

SCHEALL WILLIAM THOMAS  
92550 Overseas Hwy  
Apt 101  
Tavernier, FL 33070

SECURITY STORAGE LIMITED PARTNER  
102411 Overseas Hwy  
Key Largo, FL 33037

SINGLETARY CONCRETE PRODUCTS INC  
C/O CEMEX INC  
PO Box 2883  
West Palm Beach, FL 33402

SLEZAK-KANTIS JENNIFER A  
1700 SW 5th Ct  
Ft Lauderdale, FL 33312

SPEER RICHARD  
14530 Marvin Ln  
Southwest Ranches, FL 33330

STEWART FAMILY TRUST 6/29/07  
C/O STEWART PETER  
4150 S ATLANTIC AVE APT 104D  
New Smyrna Beach, FL 32169

SUNSHINE GASOLINE DISTRIBUTORS II  
1650 87th Ave NW  
Doral, FL 33172

TALSMA BONITA L  
92550 Overseas Hwy  
Apt 116  
Tavernier, FL 33070

TAVERNIER CORPORATION  
C/O SHAW HERBERT J JR  
66 Shoreland Dr  
Key Largo, FL 33037

TAVERNIER INC  
PO Box 373006  
Key Largo, FL 33037

THIEM JR WILLIAM T  
13908 Bardmoor Pl  
Tampa, FL 33618

THOROUGHSCAPE HOLDINGS LLC  
2050 Windsock Way  
Wellington, FL 33414

TIGERS UNLIMITED LLC  
465 S Bayshore Dr  
Madeira Beach, FL 33708

UDDO MICHAEL  
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Tavernier, FL 33070

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124 Old Fashion Rd  
Tavernier, FL 33070

WIEDEKE JANICE ARNOLD REVOCABLE  
11000 SW 55th St  
Davie, FL 33328

WILSON LINDA ANN  
118 A Garden St  
Tavernier, FL 33070

WINTON CHERYL E REVOCABLE TRUST  
9350 Oak Grove Cir  
Davie, FL 33328

149 ELLIS LLC  
PO Box 539  
Tavernier, FL 33070

154 ARBOR LANE LLC  
275 Normandy Dr  
Tavernier, FL 33070

172 ORANGE BLOSSOM LLC  
5475 SW 87th St  
Miami, FL 33143

208 ORANGE BLOSSOM LLC  
208 Orange Blossom Rd  
Tavernier, FL 33070

258 BURGUNDY DRIVE LLC  
262 Burgundy Dr  
Tavernier, FL 33070

311 OLEANDER LLC  
9721 SW 129th St  
Miami, FL 33176

5 MERAS INVESTMENTS LLC  
2605 SW 79th Ct  
Miami, FL 33155

92330 OVERSEAS HIGHWAY LLC  
4521 Pga Blvd  
Ste 403  
Palm Beach Gardens, FL 33418

ABAD MONICA  
104 Sable Palm Ln  
Tavernier, FL 33070

ABRAHAM ELVIRA J  
371 Oleander Dr  
Tavernier, FL 33070

ACOSTA JOSE MANUEL  
6911 SW 162nd Ct  
Miami, FL 33193

AGUIAR ALBIS A  
14766 SW 168th Ter  
Miami, FL 33187

ALMOST HEAVEN LLC  
4604 McDaniel Rd  
Paragould, AR 72450

ALVAREZ GUSTAVO J CARMEN REV LIV  
1728 SW 2nd St  
Fort Lauderdale, FL 33312

ALVAREZ REVOCABLE FAMILY TR 6/3/20  
C/O ALVAREZ AROLD O  
397 Oleander  
Tavernier, FL 33070

ALVAREZ RICARDO  
270 Burgundy Dr  
Tavernier, FL 33070

AMADOR MARY ANN  
150 Dubonnet Rd  
Tavernier, FL 33070

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14442 Ardoch PI  
Hialeah, FL 33016

AREGOOD 2 LLC  
565 E Hillsboro Blvd  
Deerfield Beach, FL 33441

ARTILES ISMERY  
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Tavernier, FL 33070

AULT FRANCES L  
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260 Albatross St  
Miami Springs, FL 33166

BARSH GREGORY S  
712 Bayonet Ct  
Collegeville, PA 19426

BEARD LARRY  
322 NE 5th Ave  
Dania, FL 33004

BELL JAMES R  
224 Orange Blossom Rd  
Tavernier, FL 33070

BENNETT CAROL L & CRAIG P REV TRU  
9501 SW 97th St  
Miami, FL 33176

BENNETT NICHOLAS C  
184 Orange Blossom Rd  
Tavernier, FL 33070

BETANCOURT FAMILY LIVING TRUST 12  
135 Dubonnet Rd  
Tavernier, FL 33070

BIRK MARK F  
134 Garden St  
Tavernier, FL 33070

BLACHARD WENDY P REVOCABLE TRU  
C/O WENDY P BLANCHARD TRUSTEE  
92550 OVERSEAS HWY Apt 110  
Tavernier, FL 33070

BLANCHARD WENDY P REVOCABLE TR  
C/O WENDY P BLANCHARD TRUSTEE  
92550 OVERSEAS HWY Apt 110  
Tavernier, FL 33070

BLANCHARD WENDY P REVOCABLE TR  
C/O WENDY P BLANCHARD TRUSTEE  
92550 OVERSEAS HWY Apt 110  
Tavernier, FL 33070

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131 Garden St  
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Miami, FL 33165

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C/O BRANDON RICHARD AND MICHAEL  
1133 Avenue of the Americas  
New York, NY 10036

BRAVEM HOLDING CORP  
5700 SW 123rd Ave  
Miami, FL 33183

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126 Garden St  
Tavernier, FL 33070

BUCKHEIT ROBERTA LOUISE  
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Tavernier, FL 33070

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1874 S Bayshore Dr  
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Tavernier, FL 33070

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PO Box 1299  
Islamorada, FL 33036

CABRERA JUAN F  
293 Burgundy Dr  
Tavernier, FL 33070

CALDWELL BRYAN D  
135 Arbor Ln  
Tavernier, FL 33070

CALDWELL BRYAN  
135 Arbor Ln  
Tavernier, FL 33070

CAMBELL LORENE D  
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139 Dubonnet Rd  
Tavernier, FL 33070

CASH MARY CATHERINE  
185 Seminole Blvd  
Tavernier, FL 33070

CASTRO LESLIE J  
10390 SW 131st Ter  
Miami, FL 33176

CEMEX CONSTRUCTION MATERIALS FL  
PO Box 2883  
West Palm Beach, FL 33402

CHAGNON K135 LLC  
3020 Southern Oaks Dr  
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CHANG CARLOS  
12001 SW 31st St  
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CHAO VICTOR A  
2767 78th St W  
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9183 Waterash Ln N  
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4187 SW Mallard Creek Trl  
Palm City, FL 34990

COCONUT CLUB HOUSE LLC  
PO Box 8184  
North Port, FL 34290

COCONUT CONCH HOUSE LLC  
1410 Vistazo St W  
Apt 5  
Tiburon, CA 94920

COEY SUSAN JOAN  
16490 NW 14th St  
Pembroke Pines, FL 33028

COLLAZO-GALAN ILEANA  
9752 NW 122nd Ter  
Hialeah, FL 33018

CONCEPCION LIZBETT  
24001 SW 142nd Ave  
Homestead, FL 33032

COOK EDWARD A  
1931 Spanish Channel Dr  
Big Pine Key, FL 33043

CORLEY CHRISTINE  
901 10th St  
Farmington, MN 55024

CRUZ MAGALY  
16914 NW 53rd Pl  
Miami Gardens, FL 33055

CRUZ VICTOR E  
8750 SW 107th St  
Miami, FL 33176

CUBEDDU ROSANA  
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Weston, FL 33327

CUERVO ARNOLDO C  
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Tavernier, FL 33070

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2800 Via Rosso St  
Unit 1  
Springfield, IL 62703

DAUSA-HERNANDEZ MARIA  
3340 SW 110th Ct  
Miami, FL 33165

DAVIS PENNY LIVING TRUST 10/7/2020  
C/O DAVIS PENNY TRUSTEE  
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Hollywood, FL 33026

DELGADO ARLINE  
9613 SW 117th Ct  
Miami, FL 33186

DELGADO JULIO  
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Tavernier, FL 33070

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Weston, FL 33331

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Miami, FL 33143

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DIAZ MARGARITA DEL CARMEN  
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Tavernier, FL 33070

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4502 James Dr  
Midland, MI 48642

DIEGUEZ JR RAUL  
367 Oleander Dr  
Tavernier, FL 33070

DOMATRI PROPERTY HOLDINGS LLP  
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Miami, FL 33175

DOT/ST.OF FL  
(STATE ROAD DEPARTMENT)  
TALLAHASSEE, FL 32399

DOT/ST.OF FL  
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Ste 115  
Tallahassee, FL 32399

DRASKA FAMILY LIMITED PARTNERSHIP  
800 Lyster Rd  
Highwood, IL 60040

DUBIEL-HORNUNG RENEE  
107 Cayuga Rd  
Barnegat, NJ 08005

DUNN NANCY W  
166 Redwing Rd  
Tavernier, FL 33070

EDWARDS NICOLE S  
600 Oriole Ave  
Miami Springs, FL 33166

EGUIZABAL MARIA  
155 Dubonnet Rd  
Tavernier, FL 33070

ERIKSEN AMANDA DEE  
PO Box 1154  
Tavernier, FL 33070

ESCOBAR AMELIA  
5205 SW 128th Ave  
Miami, FL 33175

ESUE LLC  
185 NW Spanish River Blvd  
Ste 100  
Boca Raton, FL 33431

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10352 NW 131st St  
Hialeah Gardens, FL 33018

FERNANDEZ ALEJANDRO  
250 Normandy Dr  
Tavernier, FL 33070

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FERNANDEZ MARIO  
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459 Woodchase Ln  
Corbin, KY 40701

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Tavernier, FL 33070

FLORIDA KEYS ELKS CLUB INC  
PO Box 255  
Tavernier, FL 33070

FLORIDA KEYS VACATION RENTALS LLC  
6980 Silver Oak Dr  
Miami Lakes, FL 33014

FLY JANA G  
118 Garden St  
Tavernier, FL 33070

FREITAG TAMMY  
143 Garden St  
Tavernier, FL 33070

FRINS DEVIN J  
135 N Airport Rd  
Tavernier, FL 33070

FRINS DEVIN  
135 N Airport Rd  
Tavernier, FL 33070

FUDGE GERALDINE G  
6777 New Paris Twin Rd  
New Paris, OH 45347

GALAN ILEANA COLLAZO L/E  
142 Garden St  
Tavernier, FL 33070

GALAN ILEANA COLLAZO  
142 Garden St  
Tavernier, FL 33070

GARCIA CHRISTOPHER M  
351 Oleander Dr  
Tavernier, FL 33070

GARCIA DIANA LEIGH  
535 Alminar Ave  
Coral Gables, FL 33146

GARCIA ESTEBAN  
6800 SW 125th Ter  
Miami, FL 33156

GARCIA JEANNETTE  
13140 SW 81st Ave  
Pinecrest, FL 33156

GARCIA KENIA  
167 Garden St  
Tavernier, FL 33070

GARCIA MARGARITA  
355 Oleander Dr  
Tavernier, FL 33070

GARCIA MODESTO LUIS  
110 Arbor Ln  
Tavernier, FL 33070

GARCIA TANIA  
126 Arbor Ln  
Tavernier, FL 33070

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Tavernier, FL 33070

GEMSTONE PROPERTIES CO  
228 Buttonwood Ln  
Tavernier, FL 33070

GIACIN LARRY  
19001 SW 59th St  
Southwest Ranches, FL 33332

GIGUERE ELIZABETH  
226 Normandy Dr  
Tavernier, FL 33070

GOGA IOANNA  
122 San Marco Dr  
Islamorada, FL 33036

GOMEZ JESSIE  
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Miami, FL 33155

GONZALEZ JOSE P  
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Miami, FL 33165

GONZALEZ PEDRO  
2885 W 71st St  
Hialeah, FL 33018

GREENE GRACE  
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Tavernier, FL 33070

GUERRA BERTA M  
347 Oleander Dr  
Tavernier, FL 33070

GUILLEN JACQUELINE  
10621 SW 128th St  
Miami, FL 33176

GUTIERREZ JESUS  
393 Oleander Dr  
Tavernier, FL 33070

GUTIERREZ SALVADOR  
272 Normandy Dr  
Tavernier, FL 33070

HABERMAN DONALD  
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Groton, MA 01450

HANLEY JOYCE K REV TR AGR 1/18/1995  
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Adamstown, MD 21710

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Palm City, FL 34990

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Tavernier, FL 33070

HERNANDEZ ARNALDO  
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Coral Gables, FL 33134

HERNANDEZ BERTHA  
7835 NW 166th Ter  
Miami Lakes, FL 33016

HERNANDEZ OLIDIA  
2245 NW 1st St  
Miami, FL 33125

HERNANDEZ TRUST 8/24/2005  
C/O HERNANDEZ ZENAIDA TRUSTEE  
262 Burgundy Dr  
Tavernier, FL 33070

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5600 SW 199th Ave  
Fort Lauderdale, FL 33332

HERRERA JESSICA  
5600 SW 199th Ave  
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HODES MICHAEL P  
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HODES MICHAEL  
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Tavernier, FL 33070

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Tavernier, FL 33070

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160 Orange Blossom Rd  
Tavernier, FL 33070

HOLLOWAY LARRY D  
318 Oleander Dr  
Tavernier, FL 33070

HORNER JASON J  
108 Old Fashion Rd  
Tavernier, FL 33070

HOWELL DOUGLAS SCOTT  
303 Oleander Dr  
Tavernier, FL 33070

IGLESIAS CONSUELO  
4760 W 9th Ct  
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Miami, FL 33182

JAG LLC  
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Tavernier, FL 33070

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Plantation, FL 33317

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Tavernier, FL 33070

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LEMUS MANUEL M  
12865 SW 76th Ter  
Miami, FL 33183

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Pembroke Pines, FL 33025

LIBERO ROBERT E  
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LINDBACK DONNA  
364 S Coconut Palm Blvd  
Tavernier, FL 33070

LITTEKEN ANGELICA  
199 Garden St  
Tavernier, FL 33070

LITTLE JR JOHN C  
112 Sable Palm Ln  
Tavernier, FL 33070

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8756 NW 140th Ln  
Miami Lakes, FL 33018

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Troy, MI 48084

LOPEZ ANDREA  
316 Lance Ln  
Key Largo, FL 33037

MACARIO FAMILY HOLDINGS II LLC  
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Miami, FL 33186

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Tavernier, FL 33070

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Windham, NH 03087

MANDERNACH TERRI  
1226 SW 147th Ter  
Pembroke Pines, FL 33027

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Davie, FL 33325

MARTINEZ FABIAN  
200 Leucadendra Dr  
Coral Gables, FL 33156

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Hialeah, FL 33013

MARTINS RODRIGO  
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Tavernier, FL 33070

MATOS GLADYS C  
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Miami, FL 33156

MCARDLE NINI  
6646 SW 78th Ter  
South Miami, FL 33143

MCDONOUGH DONNA S  
137 Sea Lily Ln  
Ponte Vedra Beach, FL 32082

MCMASTER JR WESLEY  
244 Oleander Dr  
Tavernier, FL 33070

MENDEZ ISABEL  
92685 Overseas Hwy  
Tavernier, FL 33070

MI FE INVESTMENTS GROUP INC  
1480 W 5th Ct  
Hialeah, FL 33010

MIR CARMEN MARIA  
815 Ponce de Leon Blvd  
FI 3  
Coral Gables, FL 33134

MITTENDORF KAREN  
166 Arbor Ln  
Tavernier, FL 33070

MOLINARO FAMILY PROPETIES INC  
88511 Overseas Hwy  
Ste 4  
Tavernier, FL 33070

MOLINARO JONATHONY TESTAMENT T  
C/O MOLINARO JOSEPH TRUSTEE  
PO Box 1747  
Tavernier, FL 33070

MOLINARO JOSEPH  
PO Box 1747  
Tavernier, FL 33070

MONROE COUNTY BOARD OF COUNTY  
1100 Simonton St  
Ste 205  
Key West, FL 33040

MONROE COUNTY  
1100 Simonton St  
Ste 205  
Key West, FL 33040

MONROE MARINE CONSTRUCTION COI  
1106 Heron Rd  
Key Largo, FL 33037

MONTERO IRIS REV TRUST 01/27/2012  
8095 W 18th Ave  
Hialeah, FL 33014

MONTES DE OCA TERESITA J  
7610 Tryall Dr  
Hialeah, FL 33015

MORA PRISCILIANO  
186 Garden St  
Tavernier, FL 33070

MOTOR HOLDINGS FLORIDA LLC  
92530 Overseas Hwy  
Tavernier, FL 33070

MUNOZ JENNIFER B MARONO  
335 Oleander Dr  
Tavernier, FL 33070

NANCE GEORGE MANUEL DANIEL  
25 Orange Dr  
Key Largo, FL 33037

NAVARRO GERINARDO  
16131 NW 12th St  
Pembroke Pines, FL 33028

NAVARRO MARTA  
18848 NW 83rd Pl  
Hialeah, FL 33015

NEKHAILA GROUP INC  
149 Stromboli Dr  
Islamorada, FL 33036

NICKERSON JEFF  
PO Box 226  
Cashiers, NC 28717

NICTO ILEANA  
229 Burgundy Dr  
Tavernier, FL 33070

NORTON JAMES AND EVA REV LIVING  
218 Hammond Dr  
Miami Springs, FL 33166

NUNEZ ANTONIO  
179 Garden St  
Tavernier, FL 33070

NUNEZ ARIEL ARMANDO  
20601 SW 79th Ct  
Cutler Bay, FL 33189

OJEDA FAMILY TRUST 1/21/2016  
327 Oleander Dr  
Tavernier, FL 33070

OLEANDER LLC  
PO Box 288  
Tavernier, FL 33070

ORANGE BLOSSOM INVESTMENT GRO  
16927 SW 90th Terrace Cir  
Miami, FL 33196

ORTEGA JOSE M  
3050 SW 109th Ave  
Miami, FL 33165

ORTIZ EDGAR  
3515 NW 103rd St  
Miami, FL 33147

OSIMAR CORPORATION  
197 Burgundy Dr  
Tavernier, FL 33070

OVERSEAS CENTER LLC  
167 Fontaine Dr  
Tavernier, FL 33070

OWEN MAUREEN  
166 Garden St  
Tavernier, FL 33070

PACKWOOD MICHAEL J  
2709 Cattail Ct  
Longwood, FL 32779

PARAMAR PROPERTY MANAGEMENT II  
506 NW 87th Ave  
Apt 413  
Miami, FL 33172

PARKER PLACE AT ALYS BEACH LLC  
102 Plantation Blvd  
Islamorada, FL 33036

PARROT FISH BAY LLC  
2404 Hollywood Blvd  
Hollywood, FL 33020

PARROT FISH BAY LLC  
2625 Weston Rd  
Weston, FL 33331

PELTZ ROY P REVOCABLE TRUST 8/31/  
7190 74th St SW  
Miami, FL 33143

PERDOMO MANUEL  
9850 NW 27th St  
Doral, FL 33172

PEREZ MARIA BEATRIZ  
4118 SW 195th Ter  
Miramar, FL 33029

PEREZ MARIA E  
9955 NW 133rd St  
Hialeah, FL 33018

PIEPER MICHAEL H  
6815 SW 136th Ct  
Miami, FL 33183

PINEIRO WILMARIE LOPEZ  
92550 Overseas Hwy  
Apt 204  
Tavernier, FL 33070

PRIETO ROSALIA C  
115 Garden St  
Tavernier, FL 33070

RABI MARIO R  
1321 SW 14th Ave  
Miami, FL 33145

RAMIREZ MARTHA A  
187 Garden St  
Tavernier, FL 33070

RAMOS JORGE I  
11220 SW 128th St  
Miami, FL 33176

RANDOLPH JOHN  
15305 SW 260th St  
Homestead, FL 33032

RAY HENDREN LIVING TRUST 5/7/2020  
119 Garden St  
Tavernier, FL 33070

REQUATE MYRIAM R  
277 Burgundy Dr  
Tavernier, FL 33070

REQUATE MYRIAM  
277 Burgundy Dr  
Tavernier, FL 33070

REYES ERENIO FLORIDA KEYS TRUST  
16431 SW 75th St  
Miami, FL 33193

REYES IRIS H  
162 Garden St  
Tavernier, FL 33070

REYES LILLIAM  
92550 Overseas Hwy  
Apt 215  
Tavernier, FL 33070

RICE CAROLYN L  
3051 NE 42nd St  
Fort Lauderdale, FL 33308

RICH DANIELLE  
27458 Haiti Ln  
Ramrod Key, FL 33042

ROCA YALYS R PENA  
122 Arbor Ln  
Tavernier, FL 33070

ROCHE LIANA  
9560 Lisa Rd  
Cutler Bay, FL 33157

RODRIGUEZ ANTONIO BLANCAS  
190 Arbor Ln  
Tavernier, FL 33070

RODRIGUEZ FAMILY LIVING TRUST 10/2  
C/O LUIS RODRIGUEZ CO TRUSTEE  
2221 SW 89TH AVENUE  
Miami, FL 33165

RODRIGUEZ JOSE R 2003 REVOCABLE  
460 SE 7th Ave  
Hialeah, FL 33010

RODRIGUEZ JOSE R 2023 REVOCABLE  
460 SE 7th Ave  
Hialeah, FL 33010

ROJAS ARMANDO  
3450 SW 141st Ave  
Miramar, FL 33027

ROSADO LIDIA R REV LIVING TRUST 5/1  
8980 W Flagler St  
Apt 105  
Miami, FL 33174

ROSCIOLI SHARON F PERSONAL RESID  
2410 SW 27th Ave  
Fort Lauderdale, FL 33312

SALADRIGAS 331 KEYS LLC  
7461 SW 93rd Pl  
Miami, FL 33173

SALGADO ALEXANDER MANUEL  
1203 NW 121st Ave  
Plantation, FL 33323

SANABRIA PROPERTY MANAGEMENT L  
6427 NW 201st Ter  
Hialeah, FL 33015

SANCHEZ ANA OLIVER  
8405 SW 91st St  
Miami, FL 33156

SANCHEZ CARLOS DEC TR 5/1/2007  
524 SW 120th Ave  
Miami, FL 33184

SANCHEZ FELIX J  
556 W 45th Pl  
Hialeah, FL 33012

SANCHEZ JOSE BENITO REVOCABLE L  
17865 SW 75th Ave  
Palmetto Bay, FL 33157

SANTANA VICENTE  
1301 NW 85th Way  
Pembroke Pines, FL 33024

SANTE CHRIS  
PO Box 373006  
Key Largo, FL 33037

SANTOS MONIQUE  
2309 Desota Dr  
Fort Lauderdale, FL 33301

SCHADE FREDERICK M  
800 NW 18th Ave  
Apt 4  
Gainesville, FL 32609

SCHEALL WILLIAM THOMAS  
92550 Overseas Hwy  
Apt 101  
Tavernier, FL 33070

SD REALTY, LLC  
2313 W Old Highway Rd  
Morgan, UT 84050

SECURITY STORAGE LIMITED PARTNER  
102411 Overseas Hwy  
Key Largo, FL 33037

SERRA ENRIQUE DEC OF TR 10/21/2015  
7500 SW 132nd Pl  
Miami, FL 33183

SINGLETARY CONCRETE PRODUCTS INC  
C/O CEMEX INC  
PO Box 2883  
West Palm Beach, FL 33402

SKIBINSKI RICHARD A  
3156 Cologne Ave  
Mays Landing, NJ 08330

SLEZAK-KANTIS JENNIFER A  
1700 SW 5th Ct  
Ft Lauderdale, FL 33312

SLOCUM JR BERT R  
15300 SW 35th St  
Davie, FL 33331

SMOLKA JUDITH FAMILY REVOCABLE T  
15174 86th Way N  
West Palm Beach, FL 33418

SOFIDAN REAL ESTATE INC  
PO Box 1569  
Tavernier, FL 33070

SOLANO KARINA  
16914 NW 53rd Pl  
Miami Gardens, FL 33055

SOSA JOSE  
174 Arbor Ln  
Tavernier, FL 33070

SPEER RICHARD  
14530 Marvin Ln  
Southwest Ranches, FL 33330

STEPUTIS DONNA M  
178 Arbor Ln  
Tavernier, FL 33070

STEWART FAMILY TRUST 6/29/07  
C/O STEWART PETER  
4150 S ATLANTIC AVE APT 104D  
New Smyrna Beach, FL 32169

STONER EDWARD N  
228 Buttonwood Ln  
Tavernier, FL 33070

SUAREZ VIVIANA  
9475 SW 70th St  
Miami, FL 33173

SUNSHINE GASOLINE DISTRIBUTORS II  
1650 87th Ave NW  
Doral, FL 33172

TALSMA BONITA L  
92550 Overseas Hwy  
Apt 116  
Tavernier, FL 33070

TAPIA LUIS ALBERTO  
11725 SW 99th Ct  
Miami, FL 33176

TAV117-314 LLC  
133 Westminster Dr  
Tavernier, FL 33070

TAVERNIER CORPORATION  
C/O SHAW HERBERT J JR  
66 Shoreland Dr  
Key Largo, FL 33037

TAVERNIER INC  
PO Box 373006  
Key Largo, FL 33037

TEIXEIRA REGINA M  
346 Oleander Dr  
Tavernier, FL 33070

TEJEDA HERIBERTO  
219 Oleander Dr  
Tavernier, FL 33070

THIEM JR WILLIAM T  
13908 Bardmoor Pl  
Tampa, FL 33618

THOROUGHSCAPE HOLDINGS LLC  
2050 Windsock Way  
Wellington, FL 33414

TIGERS UNLIMITED LLC  
465 S Bayshore Dr  
Madeira Beach, FL 33708

TORRES TEOBALDO  
13750 SW 73rd St  
Miami, FL 33183

TRENTINE KATHRYN  
363 Oleander Dr  
Tavernier, FL 33070

TRUJILLO GERMAN AND WEBDEKING S  
920 Iris Dr  
Delray Beach, FL 33483

TWISS ROBERT  
55 Woodridge Dr  
Troy, OH 45373

UDDO MICHAEL  
1150 Spanish River Rd  
Boca Raton, FL 33432

VALCARCEL GUSTAVO A  
13346 SW 61st Ter  
Miami, FL 33183

VALIENTE JULIAN C  
4000 SW 5th Ter  
Coral Gables, FL 33134

VALLEDOR JACQUELINE E  
393 Pompano Dr  
Key Largo, FL 33037

VANEGAS DIANA  
8315 NW 163rd St  
Miami Lakes, FL 33016

VAUGHN ROBERT R  
PO Box 464  
Tavernier, FL 33070

VELEZ GLORIA E  
13446 SW 104th Ct  
Miami, FL 33176

WEBB DONALD J  
124 Old Fashion Rd  
Tavernier, FL 33070

WHITE JENNIFER A  
342 Oleander Dr  
Tavernier, FL 33070

WIEDEKE JANICE ARNOLD REVOCABLE  
11000 SW 55th St  
Davie, FL 33328

WILLIAMS PAULINE  
226 Buttonwood Ln  
Tavernier, FL 33070

WILSON LINDA ANN  
118 A Garden St  
Tavernier, FL 33070

WINTON CHERYL E REVOCABLE TRUS  
9350 Oak Grove Cir  
Davie, FL 33328

ZAMBRANA FAMILY REVOCABLE TRUS  
PO Box 407  
Tavernier, FL 33070

ZURITA ADAN  
221 Burgundy Dr  
Tavernier, FL 33070

AGENT AUTHORIZATION FORM

Date of Authorization: 03 / / 2022
Month Day Year

I hereby authorize SMITH HAWKS, PL / Barton W. Smith, Esq. Jess Miles Goodall, Esq. be listed as authorized agent
(Print Name of Agent)

representing BLACKSTONE GROUP - TAVERNIER 925, L.L.C. for the application submission
(Print Name of Interested Party/Property Owner(s) the Applicant(s))

of Any/All Planning Department Applications
(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)

27 62 38 ISLAND OF KEY LARGO PB1-64 LOT 6 G12-38 & KEY LARGO
PLAT OF SURVEY OF ELLIS PROPERTY KEY LARGO PB2-99 PT OF S 300 FT TRACT 2 G67-464 G70-38
Lot Block Subdivision Key (Island)
00490250-000000 and 00089490-000000 1101389

Real Estate (RE) Number 92501 Overseas Highway, Tavernier, Florida 33070
Alternate Key Number 93

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

Authorized Agent Contact Information:

138 SIMONTON STREET, KEY WEST, FLORIDA 33040

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

(305) 296-7227

BART@SMITHHAWKS.COM
BRANDI@SMITHHAWKS.COM
JESS@SMITHHAWKS.COM

Work Phone Home Phone Cell Phone Email Address

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

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

Signature of Interested Party/Property Owner: [Handwritten Signature]

Printed Name of Interested Party/Property Owner: Mary Hurwitz

STATE OF Illinois COUNTY OF Sangamon

Sworn to and subscribed before me this 14th day of MARCH, 2022

by Mary Hurwitz, who is personally known to me OR produced
(Print Name of Person Making Statement)

(Type of ID Produced) as identification.

[Handwritten Signature of Notary Public]
Signature of Notary Public



Print, Type or Stamp Commissioned Name of Notary Public

My commission expires: 10/21/22



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

## Detail by Entity Name

Florida Limited Liability Company  
BLACKSTONE GROUP - TAVERNIER 925, L.L.C.

### Filing Information

**Document Number** L21000402444  
**FE/EIN Number** APPLIED FOR  
**Date Filed** 09/10/2021  
**Effective Date** 09/10/2021  
**State** FL  
**Status** ACTIVE

### Principal Address

ONE LAWRENCE SQUARE  
SPRINGFIELD, IL 62704

### Mailing Address

ONE LAWRENCE SQUARE  
SPRINGFIELD, IL 62704

### Registered Agent Name & Address

CT CORPORATION SYSTEM  
1200 SOUTH PINE ISLAND ROAD  
PLANTATION, FL 33324

### Authorized Person(s) Detail

#### **Name & Address**

Title MGR

HURWITZ, MARY R  
ONE LAWRENCE SQUARE  
SPRINGFIELD, IL 62704

Title MGR

TOPPINO, ANDREW J  
125 TOPPINO INDUSTRIAL DRIVE  
KEY WEST, FL 33040

### Annual Reports

| Report Year | Filed Date |
|-------------|------------|
| 2022        | 01/06/2022 |

### Document Images

[01/06/2022 - ANNUAL REPORT](#) [View image in PDF format](#)

[09/10/2021 - Florida Limited Liability](#) [View image in PDF format](#)

**Electronic Articles of Organization  
For  
Florida Limited Liability Company**

L210004  
FILED 8:  
Septemb  
Sec. Of  
sbutler

**Article I**

The name of the Limited Liability Company is:

BLACKSTONE GROUP - TAVERNIER 925, L.L.C.

**Article II**

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

ONE LAWRENCE SQUARE  
SPRINGFIELD, IL. US 62704

The mailing address of the Limited Liability Company is:

ONE LAWRENCE SQUARE  
SPRINGFIELD, IL. US 62704

**Article III**

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

CT CORPORATION SYSTEM  
1200 SOUTH PINE ISLAND ROAD  
PLANTATION, FL. 33324

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

Registered Agent Signature: SANDRA ZWIJACK

**Article IV**

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

Title: MGR  
MARY R HURWITZ  
ONE LAWRENCE SQUARE  
SPRINGFIELD, IL. 62704 US

Title: MGR  
ANDREW J TOPPINO  
125 TOPPINO INDUSTRIAL DRIVE  
KEY WEST, FL. 33040 US

**Article V**

The effective date for this Limited Liability Company shall be:

09/10/2021

Signature of member or an authorized representative

Electronic Signature: MARY HURWITZ

I am the member or authorized representative submitting these Articles of Organization and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of the LLC and every year thereafter to maintain "active" status.

L210004  
FILED 8:  
Septemb  
Sec. Of S  
sbutter

This instrument prepared by or under the supervision of (and after recording should be returned to:

Name: Jerrold A. Wish, Esq.  
Address: Greenberg Traurig, P.A.  
1221 Brickell Avenue  
Miami, Florida 33131

MONROE COUNTY  
OFFICIAL RECORDS

FILE # 1 1 5 0 2 0 9  
BK# 1 6 0 2 PG# 1 4 3 5

RCD Nov 01 1999 12:57PM  
DANNY L KOLHAGE, CLERK

Parcel I.D. Nos. 89490-000-000

(Space Reserved for Clerk of Court)

DEED DOC STAMPS 1400.00  
11/01/1999 DEP CLK

**WARRANTY DEED**

THIS WARRANTY DEED is made and entered into as of the 15 day of October, 1999 by FLORIDA ROCK AND SAND COMPANY, INC., a Florida corporation ("Grantor"), to SINGLETARY CONCRETE PRODUCTS, INC., A Florida corporation ("Grantee"), whose taxpayer identification number is \_\_\_\_\_ and whose mailing address is 59 Sarasota Center Blvd., Sarasota, FL 34240. Wherever used herein, the terms "Grantor" and "Grantee" shall include all of the parties to this instrument and their successors and assigns.

**WITNESSETH:**

GRANTOR, for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained and sold, and by these presents does hereby grant, bargain and sell to Grantee and Grantee's successors and assigns forever, the following described land situate and being in Monroe County, Florida (the "Property"), to wit:

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF**

TOGETHER WITH all the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

THIS CONVEYANCE is subject to: (a) taxes and assessments for the year 1999 and all subsequent years; (b) all laws, ordinances, regulations, restrictions, prohibitions and other requirements imposed by governmental authority, including, but not limited to, all applicable building, zoning, land use and environmental ordinances and regulations; (c) conditions, restrictions, limitations and other matters of record, if any, but this reference shall not operate to reimpose same.

TO HAVE and to hold the same in fee simple forever.

GRANTOR hereby covenants with Grantee that Grantor warrants the title to the Property and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has hereunto set its hand and seal as of the day and year first above written.

Witnessed by:

Maritza Lopez Delgado  
Print Name: Maritza Lopez Delgado

FLORIDA ROCK AND SAND COMPANY, INC., a Florida corporation

By: Steve Torcise, Jr.  
Name: Steve Torcise, Jr.  
Title: President

[CORPORATE SEAL]

Marshall Posternack  
Print Name: Marshall Posternack

Address: 15900 SW 408 St.  
Florida City, FL 33034

FILE #1150209  
BK#1602 PG#1436

STATE OF FLORIDA )  
 ) ss:  
COUNTY OF MIAMI-DADE )

The foregoing instrument was acknowledged before me this 18 day of October, 1999, by Steve Torcise, Jr., as President of Florida Rock And Sand Company, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or produced Alvin's name as identification.

Maritza Lopez Delgado  
Name: Maritza Lopez Delgado  
Notary Public, State of Florida  
Commission No. CC634193

My commission expires:

4-24-01

[Notarial Seal]

MIAMI/WISHJ/1084372/n8pg01.DOC/10/18/99



Maritza Lopez Delgado  
MY COMMISSION # CC634193 EXPIRES  
APRIL 24, 2001  
BONDED THROUGH TROY PAUL INSURANCE, INC.

FILE #1150209  
BK#1602 PG#1437

Exhibit "A"

Legal Description

PARCEL 25:

TAVERNIER PROPERTY

On the Island of Key Largo, and known as Lot 6, according to the survey made by George L. MacDonald, Civil Engineer, of the Southeast 1/4 of the Northeast 1/4 and Government Lots 1 and 2 of Section 34, Township 62 South, Range 38 East, according to the Plat thereof recorded in Plat Book 1, Page 64, of the Public Records of Monroe County, Florida, less and except Road Right-of-Way for Old State Road 4A across the triangular portion of the Northwest corner of said Lot 6.

MONROE COUNTY  
OFFICIAL RECORDS

AGENT AUTHORIZATION FORM

Date of Authorization: 03 / 17 / 2022
Month Day Year

I hereby authorize SMITH HAWKS, PL / Barton W. Smith, Esq. / Jess Miles Goodall, Esq. be listed as authorized agent
(Print Name of Agent)

representing VESTCOR COMPANIES, INC. for the application submission
(Print Name of Interested Party/Property Owner(s) the Applicant(s))

of Any/All Planning Department Applications
(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)

27 62 38 ISLAND OF KEY LARGO PB1-64 LOT 6 G12-38 & KEY LARGO
PLAT OF SURVEY OF ELLIS PROPERTY KEY LARGO PB2-99 PT OF S 300 FT TRACT 2 G67-464 G70-38
Lot Block Subdivision Key (Island)
00490250-000000 and 00089490-000000 1101389

Real Estate (RE) Number Alternate Key Number
92501 Overseas Highway, Tavernier, Florida 33070 93

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

Authorized Agent Contact Information:

138 SIMONTON STREET, KEY WEST, FLORIDA 33040

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

(305) 296-7227

BART@SMITHHAWKS.COM
BRANDI@SMITHHAWKS.COM
JESS@SMITHHAWKS.COM

Work Phone Home Phone Cell Phone Email Address

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

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

Signature of

Interested Party/Property Owner:

Handwritten signature of Jason O. Floyd

Printed Name of

Interested Party/Property Owner:

JASON FLOYD, as Vice-President

STATE OF FLORIDA

COUNTY OF DUVAL

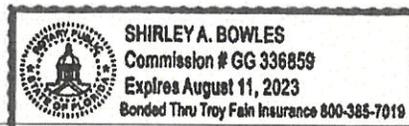
Sworn to and subscribed before me this 17 day of MARCH, 20 22,

by Jason O. Floyd, who is personally known to me OR produced
(Print Name of Person Making Statement)

as identification.

(Type of ID Produced)

Signature of Notary Public



Print, Type or Stamp Commissioned Name of Notary Public

My commission expires:



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

## Detail by Entity Name

Florida Profit Corporation  
THE VESTCOR COMPANIES, INC.

### Filing Information

|                             |                  |
|-----------------------------|------------------|
| <b>Document Number</b>      | G41811           |
| <b>FEI/EIN Number</b>       | 59-2308106       |
| <b>Date Filed</b>           | 06/02/1983       |
| <b>State</b>                | FL               |
| <b>Status</b>               | ACTIVE           |
| <b>Last Event</b>           | CORPORATE MERGER |
| <b>Event Date Filed</b>     | 09/21/2001       |
| <b>Event Effective Date</b> | NONE             |

### Principal Address

3030 HARTLEY ROAD, SUITE 310  
JACKSONVILLE, FL 32257

Changed: 03/19/2013

### Mailing Address

3030 HARTLEY ROAD, SUITE 310  
JACKSONVILLE, FL 32257

Changed: 03/19/2013

### Registered Agent Name & Address

Vestcor, Inc.  
3030 HARTLEY ROAD, SUITE 310  
JACKSONVILLE, FL 32257

Name Changed: 03/04/2014

Address Changed: 03/04/2014

### Officer/Director Detail

#### **Name & Address**

Title Director

ROOD, JOHN D  
3030 HARTLEY ROAD, SUITE 310  
JACKSONVILLE, FL 32257

Title VP

MORGAN, WILLIAM L  
3030 HARTLEY ROAD, SUITE 310  
JACKSONVILLE, FL 32257

Title President

MOORE, CLARENCE S  
3030 HARTLEY ROAD, SUITE 310  
JACKSONVILLE, FL 32257

Title VST

Floyd, Jason O  
3030 HARTLEY ROAD, SUITE 310  
JACKSONVILLE, FL 32257

**Annual Reports**

| <b>Report Year</b> | <b>Filed Date</b> |
|--------------------|-------------------|
| 2019               | 04/30/2019        |
| 2020               | 05/06/2020        |
| 2021               | 04/09/2021        |

**Document Images**

|   |  |
|---|--|
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**2015 FLORIDA PROFIT CORPORATION ANNUAL REPORT**

DOCUMENT# G41811

**Entity Name:** THE VESTCOR COMPANIES, INC.

**FILED**  
**Feb 03, 2015**  
**Secretary of State**  
**CC2099460923**

**Current Principal Place of Business:**

3030 HARTLEY ROAD, SUITE 310  
JACKSONVILLE, FL 32257

**Current Mailing Address:**

3030 HARTLEY ROAD, SUITE 310  
JACKSONVILLE, FL 32257 US

**FEI Number:** 59-2308106

**Certificate of Status Desired:** Yes

**Name and Address of Current Registered Agent:**

VESTCOR, INC.  
3030 HARTLEY ROAD, SUITE 310  
JACKSONVILLE, FL 32257 US

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

**SIGNATURE:** JOHN D. ROOD

02/03/2015

Electronic Signature of Registered Agent

Date

**Officer/Director Detail :**

Title DP  
Name ROOD, JOHN D  
Address 3030 HARTLEY ROAD, SUITE 310  
City-State-Zip: JACKSONVILLE FL 32257

Title V  
Name HOOVER, JENNIFER  
Address 3030 HARTLEY ROAD STE 310  
City-State-Zip: JACKSONVILLE FL 32257

Title VST  
Name MORGAN, WILLIAM L  
Address 3030 HARTLEY ROAD STE 310  
City-State-Zip: JACKSONVILLE FL 32257

Title V  
Name MOORE, CLARENCE S  
Address 3030 HARTLEY ROAD STE 310  
City-State-Zip: JACKSONVILLE FL 32257

Title VP  
Name FLOYD, JASON O  
Address 3030 HARTLEY ROAD, SUITE 310  
City-State-Zip: JACKSONVILLE FL 32257

*I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.*

**SIGNATURE:** JOHN D. ROOD

OFCR

02/03/2015

Electronic Signature of Signing Officer/Director Detail

Date

G 41811

Florida Department of State  
Division of Corporations  
Public Access System  
Katherine Harris, Secretary of State

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MERGER OR SHARE EXCHANGE

THE VESTCOR COMPANIES, INC.

|                       |         |
|-----------------------|---------|
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| Certified Copy        | 0       |
| Page Count            | 03      |
| Estimated Charge      | \$70.00 |

*merger*  
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ARTICLES OF MERGER  
Merger Sheet

MERGING:

VESTCOR EQUITIES, INC., a Florida corporation, P94000057401

INTO

THE VESTCOR COMPANIES, INC., a Florida entity, G41811.

File date: September 21, 2001

Corporate Specialist: Darlene Connell

(850)487-8018

09/21/01 12:20 F1 Dept of State

pl /1



FLORIDA DEPARTMENT OF STATE  
Katherine Harris  
Secretary of State

September 21, 2001

THE VESTCOR COMPANIES, INC.  
3020 HARTLEY ROAD, SUITE 300  
JACKSONVILLE, FL 32257

SUBJECT: THE VESTCOR COMPANIES, INC.  
REF: G41811

We received your electronically transmitted document. However, the document has not been filed. Please make the following corrections and refax the complete document, including the electronic filing cover sheet.

The plan of merger should be filed pursuant to 607.1104, F.S. Please remove the incorrect statute numbers (607.1108 and 608.438) and replace with the correct statute number (607.1104).

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6906.

Darlene Connell  
Corporate Specialist

FAX Aud. #: H01000100834  
Letter Number: 701A00052861

H01000100834

ARTICLES OF MERGER  
Of  
VESTCOR EQUITIES, INC.  
WITH AND INTO  
THE VESTCOR COMPANIES, INC.

The following Articles of Merger are being submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, Florida Statutes.

**FIRST:** The name and jurisdiction of the surviving corporation is:

|                             |                     |
|-----------------------------|---------------------|
| <u>Name</u>                 | <u>Jurisdiction</u> |
| The Vestcor Companies, Inc. | Florida             |

**SECOND:** The name and jurisdiction of each merging corporation is:

|                        |                     |
|------------------------|---------------------|
| <u>Name</u>            | <u>Jurisdiction</u> |
| Vestcor Equities, Inc. | Florida             |

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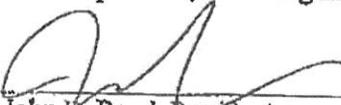
**THIRD:** The Plan of Merger is attached.

**FOURTH:** The merger shall become effective as of the date the Articles of Merger are filed with Florida Department of State.

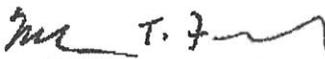
**FIFTH:** The Plan of Merger was adopted by the board of directors of the surviving corporation on September 11, 2001 and shareholder approval was not required.

**SIXTH:** The Plan of Merger was adopted by the board of directors of the merging corporation on September 11, 2001 and shareholder approval was not required.

THE VESTCOR COMPANIES, INC.,  
a Florida corporation, Surviving Entity

By:   
John B. Rood, President

VESTCOR EQUITIES, INC., a Florida corporation

By:   
Mark T. Farrell, President

**PLAN OF MERGER  
OF  
VESTCOR EQUITIES, INC.  
WITH AND INTO  
THE VESTCOR COMPANIES, INC.**

The following plan of merger is submitted in compliance with section 607.1104, Florida Statutes.

**FIRST:** The name and jurisdiction of the parent corporation owning at least 80 percent of the outstanding shares of each class of the subsidiary corporation is:

| <u>Name</u>                 | <u>Jurisdiction</u> |
|-----------------------------|---------------------|
| The Vestcor Companies, Inc. | Florida             |

**SECOND:** The name and jurisdiction of the subsidiary corporation is:

| <u>Name</u>            | <u>Jurisdiction</u> |
|------------------------|---------------------|
| Vestcor Equities, Inc. | Florida             |

**THIRD:**

- A. The manner and basis of converting the shares of the subsidiary or parent into shares, obligations, or other securities of the parent or any other corporation or, in whole or in part, into cash or other property, are as follows:
  - 1. The shares of Vestcor Equities, Inc. which shall be outstanding immediately prior to the effective date shall at the effective date, by virtue of the merger and without any action on the part of the holder thereof, be deemed terminated and of no further force or effect, in recognition that Vestcor Equities, Inc. is wholly owned by The Vestcor Companies, Inc.
  - 2. The stock transfer books of Vestcor Equities, Inc. shall be closed as of the close of business on the effective date and no transfer of record of any of the shares shall take place thereafter.
- B. The rights (if any) to acquire interests, shares, obligations or other securities of Vestcor Equities, Inc. as of the effective date, by virtue of the merger and without any action by any party or holder, shall become rights (if any) to acquire interests, shares, obligations or other securities of The Vestcor Companies, Inc. as of the effective date.

**FOURTH:** Other provisions, if any, relating to the merger:

H01000100834

**FOURTH:** Other provisions, if any, relating to the merger:

- A. From time to time, as and when required by The Vestcor Companies, Inc., or by its successors or assigns, there shall be executed and delivered on behalf of Vestcor Equities, Inc., such deeds and other instruments, and there shall be taken or caused to be taken by it all such further and other action as shall be appropriate or necessary to vest, perfect, or confirm, of record or otherwise, in The Vestcor Companies, Inc. the title to and possession of all property, interests, assets, rights, privileges, immunities, powers, franchises and authority of the Vestcor Equities, Inc., and otherwise carry out the purposes of this Agreement; and the officers and directors of The Vestcor Companies, Inc. are fully authorized, in the name and on behalf of Vestcor Equities, Inc. or otherwise, to take any and all such action and to execute and deliver any and all such deeds and instruments.
  
- B. Subject to applicable law, this Plan of Merger may be amended, modified or supplemented by written agreement of the parties hereto at any time prior to the effective time with respect to any of the terms contained herein. At any time prior to the effective time, this Plan of Merger may be terminated and the merger may be abandoned by the Board of Directors of either The Vestcor Companies, Inc. or Vestcor Equities, Inc., or both, in their sole discretion and notwithstanding approval of this Plan of Merger by the stockholders of The Vestcor Companies, Inc. or Vestcor Equities, Inc.
  
- C. In order to facilitate the filing and recording of this Plan of Merger, this Plan of Merger may be executed in two or more counterparts, each of which shall be deemed to be an original and such counterparts shall together constitute one and the same instrument.

VESTCOR EQUITIES, INC., a Florida corporation

By:   
Mark T. Farrell, President

THE VESTCOR COMPANIES, INC., a Florida corporation

By:   
John D. Rood, President

VCOR176240.1