

File #: 2025-129

Sender Site Owner: Twenty Third Street, LLC

Receiver Site Owner: Giraldo Family Living Trust

Applicant/ Agent: Smith Hawks, PL
Bart Smith & Jess Goodall

Type of Application: Minor CUP- TRE

Sender Site Key: Marathon
RE: 00320840-000100

Receiver Site Key: Cudjoe Key
RE: 00180340-000000

Additional Information added to File 2025-129

End of Additional File 2025-129

APPLICATION

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

The Giraldo Family Living Trust Dated April 10, 2018 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

Receiver Site Legal Description of Property:

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

19 22 Cutthroat Harbor Estates Cudjoe Key

Block	Lot	Subdivision	Key
00180340-000000			1231251
Real Estate (RE) / Parcel ID Number			Alternate Key Number
22716 Jolly Roger Drive, Cudjoe Key, Florida 33042			22

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

Pursuant to Comprehensive Plan Policy 101.6.8 and Land Development Code Sections 138-22 and 139-2, ROGO exemptions may be transferred to a Receiver Site meeting the following criteria:

1. The Future Land Use category and Land Use (Zoning) District must allow the requested use;
2. Must meet the adopted density standards;
3. Includes all infrastructure (potable water, adequate wastewater treatment and disposal wastewater meeting adopted LOS, paved roads, etc.);
4. Located within a Tier III designated area;
5. Located within the same ROGO subarea as the sender site, except exemptions may be transferred from the Big Pine Key and No Name Key ROGO subarea to the Lower Keys ROGO subarea; and
6. Structures are not located in a velocity (V) zone or within a CBRS unit.

Market-rate transfers are subject to the additional criteria:

7. The exemption is transferred to single-family residential legally platted lot; and
8. The exemption is transferred to a receiver site within the Improved Subdivision (IS) or Urban Residential Mobile Home (URM) Land Use District; and
9. A market rate exemption receiver site is not a recreational and commercial working waterfront.

Sender Site Information	Responses:
Future Land Use Map Designation:	Incorporated City of Marathon
Land Use (zoning) District Designation:	Incorporated City of Marathon
Tier Designation:	Incorporated City of Marathon
ROGO Subarea: Incorporated City of Marathon	<input type="checkbox"/> Upper Keys <input checked="" type="checkbox"/> Middle Keys <input type="checkbox"/> Big Pine Key/No Name Key <input type="checkbox"/> Lower Keys
Number of Units and Type of Units lawfully established on Sender Site:	Per Interlocal Agreement
Number of and Type of Units (market rate, affordable or transient) to be transferred from Sender Site:	1 Market Rate

Receiver Site Information	Responses:
Future Land Use Map Designation:	Residential Medium (RM)
Land Use (zoning) District Designation:	Improved Subdivision (IS)
Tier Designation:	Tier III - Infill Area

APPLICATION

Describe the enforcement proceedings and if this application is being submitted to correct the violation: None.

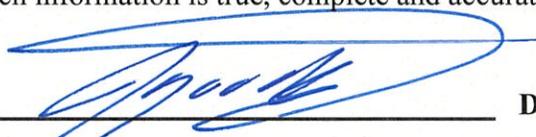
If deemed necessary to complete a full review of the application, the Planning & Environmental Resources Department reserves the right to request additional information. If for any reason the minor conditional use permit application requires review and consideration by the Monroe County Planning Commission (PC), additional fees, mailing labels and copies of plans shall be required prior to item being scheduled for PC review.

* * * * *

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.

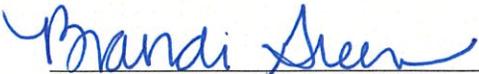
Signature of Applicant:  Date: June 4, 2025

STATE OF FLORIDA

COUNTY OF MONROE

Sword to and subscribed before me, by means of either physical presence OR online notarization, on 4th day of June, 2025, by Jess Miles Goodall
(PRINT NAME OF PERSON MAKING STATEMENT)

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


SIGNATURE OF NOTARY PUBLIC

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



**Send complete application package to:
Monroe County Planning & Environmental Resources
Department Marathon Government Center
2798 Overseas Highway, Suite 400
Marathon, FL 33050**

SMITH / HAWKS

ATTORNEYS AT LAW

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

SENT VIA EMAIL AND FEDEX
8819 5980 8829

June 4, 2025

RECEIVED
2025-129
JUN 16 2025
MONROE COUNTY
PLANNING DEPT.

Devin Tolpin, AICP, CFM, *Senior Director*
Monroe County Planning and Environmental Resources Department
2798 Overseas Highway, Suite 400
Marathon, Florida 33050
Email: Tolpin-Devin@MonroeCounty-FL.Gov

Re: **REQUEST FOR A MINOR CONDITIONAL USE PERMIT FOR THE TRANSFER OF
ROGO EXEMPTION (TRE) FOR RECEIVER SITE 22716 JOLLY ROGER DRIVE,
CUDJOE KEY, FLORIDA 33042 - THE GIRALDO FAMILY LIVING TRUST 04/10/2018**

Dear Ms. Tolpin,

On behalf of our client, The Giraldo Family Living Trust Dated April 10, 2018 (“Applicant”), please allow this letter to serve as the background and written description for the enclosed Request for Minor Conditional Use Permit for the Transfer of ROGO Exemption (“TRE”) (“Application), for the transfer of one (1) Market Rate ROGO Exemption to the Applicant’s real property located at 22716 Jolly Roger Drive, Cudjoe Key, Florida 33042, having Monroe County Parcel Identification No. 00180340-000000 (“Receiver Site”), from Twenty Third Street, LLC’s real property located at 150 23rd Street, Ocean 1, Marathon, Florida 33050, having Monroe County Parcel Identification No. 0320840-000100 (“Sender Site”), pursuant to Monroe County Land Development Code (“LDC”) Section 138-22 and that certain interlocal agreement by and between Monroe County and the City of Marathon, approved pursuant to City of Marathon Resolution 2019-57.

Additionally, enclosed please find the original Application package, and a check in the amount of \$2,411.00 for all fees and costs associated with the Application.

I. PROPERTY INFORMATION

1. Receiver Site:

a.	Location:	Approximate Mile Marker 23, Summerland Key
b.	Real Estate (RE) Number:	00180340-000000

c.	Land Use District:	Improved Subdivision (IS)
d.	Future Land Use Map (FLUM) Designation:	Residential Medium (RM)
e.	Flood Zone:	Multiple on site: AE12, VE 13 and VE14
f.	Existing Uses:	Vacant

2. Sender Site:

a.	Location:	150 23rd St. Ocean 1, Marathon, FL 33050
b.	Real Estate (RE) Number:	0320840-000100
c.	Land Use District:	Incorporated
d.	Future Land Use Map (FLUM) Designation:	Incorporated
e.	Flood Zone:	Incorporated
f.	Existing Uses:	Affordable Housing

II. BACKGROUND, AND WRITTEN DESCRIPTION, FOR THE PROJECT:

1. Background, and Written Description of Project.

On May 28, 2019, the City Council of the City of Marathon approved a resolution approving minor revisions to an interlocal agreement between Monroe County and the City of Marathon transferring affordable housing residential allocations for a project in the name of multiple corporations including Callianasa Corp., Key Vaca LLC, Driftwood LLC, CB Schmitt Real Estate Company, Inc., and Twenty-Third Street, LLC (the “Resolution”). The Resolution approved revisions to that certain interlocal agreement dated December 14, 2016 (“ILA”), by and between Monroe County, a political subdivision of the State of Florida, and the City of Marathon, a municipal corporation of the State of Florida, attached hereto and incorporated herein as **Exhibit A**.

Pursuant to Section 2(c) of the ILA, market rate residential units will become available for sale and transfer as a result of the deed restriction of said market rate residential units as low-income affordable housing provided through the ILA. Subject to the provisions of the ILA, a minimum of seventeen (17) and up to thirty-four (34) of the market rate residential units which become available after the deed restriction of the affordable units shall be sold by the corporate entities to owners whose receiver site properties exist within the unincorporated area of Monroe County, Lower Keys Subarea.

Pursuant to the provisions of the ILA, Twenty-Third Street, LLC is a named corporate entity, which is permitted to sell and transfer three (3) market rate units associated with the Sender Site.

This Minor Conditional Use Application is being submitted pursuant to the requirements for the transfer of a TRE under the Monroe County LDC, and the Applicant provides the following in support of the same:

a. Minor Conditional Use Transfer Request.

The Applicant is requesting the transfer of one (1) Market rate TRE from the Sender Site to the Receiver Site pursuant to the standards contained in section 138-22 of the LDC. The Sender Site is currently recognized as containing three (3) lawfully established Market Rate Rogo Exemptions, as shown on that certain Letter from the City of Marathon, Determination of Building Rights, attached hereto as **Exhibit B**.

The Receiver Site is currently a vacant residential parcel located at 22716 Jolly Roger Drive, Cudjoe Key, Fl 33042. The Receiver Site is a lawfully platted lot within the Cutthroat Harbor Estates Subdivision, as recorded in Plat Book 4, Page 165 of the Official Records of Monroe County, Florida. The Receiver Site is currently zoned Improved Subdivision (“IS”) on the official Monroe County Land Use District (zoning) Maps, and has a Future Land Use Map Designation of Residential Medium (“RM”):

Current Land Use District (zoning) Map:



Current Future Land Use Map:



The Receiver Site is located entirely within the Tier III (infill) designation of the Monroe County Tier Overlay Maps:



The Receiver Site is located within the following flood zones on the FEMA Flood Zone Maps: AE 12, VE-13, and VE-14. Use of the TRE to develop a single-family home will occur ONLY within the portion of the Receiver Site designated AE 12, and not within a velocity zone.

The Sender Site is located in the City of Marathon and is currently a multi-family triplex, a portion of Lot 1, Square Block 2, located in the Sombrero Subdivision No. 1 as recorded in Plat Book 2, Page 31, Section 9-66-32, Key Vaca, Monroe County, Florida Public Records. The proposed transfer is permitted pursuant to the terms of the existing ILA, *See Exhibit A*.

b. Transfer Standards pursuant to LDC Section 138-22.

Pursuant to Monroe County Comprehensive Plan Policy 101.6.8 and LDC Sections 138-22 and 139-2, ROGO Exemptions may be transferred to a receiver site meeting the following criteria:

- i. The Future Land Use category and Land Use (Zoning) District must allow the requested use;

As provided above, the Receiver Site is located within the IS zoning category and the RM FLUM designation. Pursuant to LDC Section 130-83, Detached dwelling units are permitted as of right.

- ii. Must meet the adopted density standards;

Pursuant to Section 130-157, properties located within the IS zoning district have an allocated density of one (1) dwelling unit per lot. The Receiver Site is currently Vacant and is therefore permitted to develop one (2) dwelling unit pursuant to the density standards contained in the LDC.

- iii. Includes all infrastructure (potable water, adequate wastewater treatment and disposal wastewater meeting adopted LOS, paved roads, etc.);

The Receiver Site has adequate facilities and services, including potable water, adequate wastewater treatment and disposal, and paved road access.

- iv. Located within a Tier III designated area;

As provided above, the Receiver Site is located entirely within the Tier III (infill) designation.

- v. Located within the same ROGO subarea as the sender site, except exemptions may be transferred from the Big Pine Key and No Name Key ROGO subarea to the Lower Keys ROGO subarea; and

The Sender Site is located in the City of Marathon. Pursuant to the provisions of the ILA, the Market rate units are permitted to be transferred to properties within the unincorporated Monroe County in the Lower Keys. *See Exhibit A*, Section 2(c). The Receiver Site is located on Cudjoe Key, which is within the unincorporated Monroe County, and is located in the Lower keys.

- vi. Structures are not located in a velocity (V) zone or within a CBRS unit.

The Applicant is not proposing to develop the single-family dwelling unit within any portion of the velocity (V) zone.

- vii. The exemption is transferred to single-family residential legally platted lot;

As provided above, the Receiver Site is a legally platted lot within the within the Cutthroat Harbor Estates Subdivision, as recorded in Plat Book 4, Page 165 of the Official Records of Monroe County, Florida.

- viii. The exemption is transferred to a receiver site within the Improved Subdivision (IS) or Urban Residential Mobile Home (URM) Land Use District;

As provided above, the Receiver Site is located within the IS zoning category and the RM FLUM designation. Pursuant to LDC Section 130-83, Detached dwelling units are permitted as of right.

- ix. A market rate exemption receiver site is not a recreational and commercial working waterfront.

The Receiver Site is a single-family residential lot and is not recreational or commercial working waterfront.

2. Environmental Analysis.

The Applicant has been issued Department of the Army Permit #SAJ-2010-02195-(SP-GGM), attached hereto as **Exhibit C**, which authorizes the placement of 400 cubic feet of clean fill material within 6,420 square feet of jurisdictional wetland area for the construction of a single-family residence with associated appurtenant structures including a 72-linear feet riprap revetment consisting of 2' boulders in filter fabric to prevent the displacement of fill material into adjacent U.S. waters; to construct a 410 square foot L-shaped pile supported wood dock consisting of a 4-foot wide by 40-foot long access walkway leading to a 5-foot wide by 50-foot long terminal platform, and to avoid the remaining 2,015-square feet of mangrove wetland area.

3. Conclusion:

Based on the foregoing, the Application satisfies all requirements for a TRE Transfer under Comprehensive Plan Policy 101.6.8 and Land Development Code Sections 138-22 and 139-2, and the Applicant hereby respectfully requests approval of the transfer of one (1) Market rate TRE from the Sender Site to the Receiver Site pursuant to the terms of the ILA.

If you require anything further, or have any questions and/or concerns, please do not hesitate to contact our office.

Sincerely,



Jess Miles Goodall

JMG//bkw/bg

Enclosures

**CITY OF MARATHON, FLORIDA
RESOLUTION 2019-57**

A RESOLUTION OF THE CITY OF MARATHON, FLORIDA APPROVING MINOR REVISIONS TO AN INTERLOCAL AGREEMENT BETWEEN MONROE COUNTY AND THE CITY OF MARATHON TRANSFERRING AFFORDABLE HOUSING RESIDENTIAL ALLOCATION FOR A PROJECT IN THE NAME OF MULTIPLE CORPORATIONS INCLUDING CALLIANASA CORP., KEY VACA LLC, DRIFTWOOD LLC, CBSCHMITT REAL ESTATE COMPANY, INC., AND TWENTY-THIRD STREET, LLC, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Marathon (the "City") wishes to revise an Interlocal Agreement with Monroe County (the "County") originally approved under Resolution 2016-124 for the purposes of Transferring affordable housing unit allocations; and

WHEREAS, the Interlocal Agreement with the County is in the best interest of Monroe County and the City of Marathon for the purposes of providing opportunities for affordable housing,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THAT:

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

Section 2. The Revised Interlocal Agreement (ILA) attached hereto as Exhibit "A", between Monroe County and the City of Marathon Transferring Affordable Housing Residential Allocations For A Project Known As C B Schmitt et al is hereby approved. The Mayor is authorized to sign the ILA on behalf of the City, and the City Manager is authorized to expend budgeted funds on behalf of the City.

Section 3. The Clerk is authorized to transmit this Resolution and attached ILA to the Monroe County Growth Management Division and the Attorney's office.

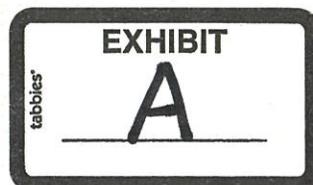
Section 4. This resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 28th DAY OF MAY, 2019.

THE CITY OF MARATHON, FLORIDA

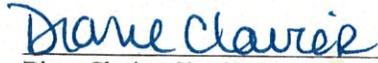


John Bartus, Mayor



AYES: Cook, Gonzalez, Senmartin, Zieg, Bartus
NOES: None
ABSENT: None
ABSTAIN: None

ATTEST:



Diane Clavier, City Clerk

(City Seal)

**APPROVED AS TO FORM AND LEGALITY FOR THE USE
AND RELIANCE OF THE CITY OF MARATHON, FLORIDA ONLY:**



David Migut, City Attorney



**INTERLOCAL AGREEMENT BETWEEN
MONROE COUNTY AND THE CITY OF MARATHON
TRANSFERRING AFFORDABLE HOUSING RESIDENTIAL ALLOCATIONS**

2016 This Agreement ("Agreement") is made and entered into this 14th day of December
2017, by and between Monroe County, a political subdivision of the State of Florida, whose
address is 1100 Simonton Street, Key West, Florida 33040 ("County") and the City of Marathon,
a municipal corporation of the State of Florida, whose address is 9805 Overseas Highway,
Marathon, Florida 33050 (the "City");

WITNESSETH:

WHEREAS, Monroe County and the City of Marathon recognize the value of regional partnerships in smart growth; and

WHEREAS, Policy 101.3.10 of the Year 2030 Monroe County Comprehensive Plan allows Rate of Growth Ordinance building permit allocations (ROGOs) for affordable housing projects to be pooled and transferred between local government jurisdictions within the Florida Keys Area of Critical State Concern, if accomplished through an interlocal agreement between the sending and receiving local governments; and

WHEREAS, Chapter Five (5) of the City Comprehensive Plan identifies goals, objectives and policies to provide for development pursuant to intergovernmental coordination and interlocal agreements; and

WHEREAS, Monroe County and the City of Marathon have previously entered into Interlocal Agreements to transfer ROGOs; and

WHEREAS, Monroe County and the City of Marathon recognize the potential economic value of such transferable affordable allocations; and

WHEREAS, this Agreement is entered into according to the authority of Florida Statutes, Section 163.01, *et. seq.*, Florida Interlocal Cooperation Act of 1969, which states:

"It is the purpose of this section to permit local government units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities"; and

WHEREAS, the comprehensive plans of Monroe County and the City of Marathon expressly identify interlocal agreements as a means of resolving issues mutually affecting their respective jurisdictions; and

WHEREAS, KEY VACA, LLC, a Florida limited liability company; CALLIANASA CORP., a Florida corporation; DRIFTWOOD, LLC, a Florida limited liability company; CB SCHMITT REAL ESTATE COMPANY, INC., a Florida corporation; and TWENTY-THIRD STREET, LLC, a Florida limited liability company (collectively "Property Owners"), wish to deed restrict up to thirty-four (34) units that currently are market rate units as affordable housing, and

WHEREAS, the owner and legal descriptions of the units are as follows:

KEY VACA, LLC – Parcel ID No. 00327140-000100; Alt. Key No. 8758961
4800 Overseas Highway, Apts. 1, 2, 3, 4 – Four (4) Units
Marathon, FL 33050

Situated in the County of Monroe and State of Florida and known as being a part of Lot 4 of Thompson and Adams Subdivision of a part of Government Lot 1, Section 10, Township 66 South, Range 32 East on Key Vaca as shown by plat recorded in Plat Book 2, Page 24, of Monroe County, Florida Public Records and more particularly described as follows:

Commencing on the northerly right-of-way line of Old State Highway 4-A at the southeasterly corner of Lot 4 of Thompson and Adams Subdivision as shown by plat recorded in Plat Book 2, Page 24 of Monroe County, Florida Public Records, bear North along the East line of said Lot 4, 230.29 feet to THE POINT OF BEGINNING of that portion of Lot 4 herein intended to be described, from said Point of Beginning bear northwesterly on the arc of a curve, deflecting to the left, 79.31 feet, said curve having a radius of 50.49 feet, the chord of which bears North 45 degrees, 00 minutes, 00 seconds West 71.40 feet to a point of inflection; thence continue northwesterly on the arc of a curve, deflecting to the right, 40.03 feet, said curve having a radius of 25.49 feet the chord of which bears North 45 degrees, 00 minutes, 00 seconds West 36.05 feet to a point of tangency; thence bear North 342.55 feet; thence bear East 75.97 feet to a point on the East line of said Lot 4; thence bear south along the East line of said Lot 4, 418.55 feet back to the Point of Beginning, subject to Easements set forth in Grant of Easement of even date herewith, executed by Grantee in favor of Grantor.

CALLIANASA CORP. – Parcel ID No. 00340030-000000; Alt. Key No. 1417645
489 63rd Street, Apts. 1-8 – Eight (8) Units
Marathon, FL 33050

Lots 8 and 9, Block C, SHERYL SUBDIVISION #2, according to the Plat thereof as recorded in Plat Book 4, Page 43 of the Public Records of Monroe County, Florida, together with improvements thereon.

DRIFTWOOD, LLC – Parcel ID No. 00326380-000000; Alt. Key No. 1400416
10875 Overseas Highway, Apts. 201, 202, 203, 204 – Four (4) Units
Marathon, FL 33050

4

All that tract or parcel of land situate in Section 6, Township 66 South, Range 33 East, being part of "KEY COLONY TRACT" as surveyed by John P. Goggin, P.E. & P.L.S., dated May 20, 1955 and filed August, 1955 at Plat Book 3, Page 108, bounded and described as follows:

BEGINNING at a point in the North line of said Key Colony Tract, 4.72 feet Easterly as measured along said North line, from the West line of said KEY COLONY TRACT; thence, Northerly 77 degrees, 51 minutes East, along the North line of said KEY COLONY TRACT, a distance of 182.80 feet to an iron rod; thence Southerly 11 degrees, 23 minutes, 07 seconds East, a distance of 71.96 feet to an iron rod; thence Southerly 4 degrees, 39 minutes 26 seconds West, a distance of 14.35 feet to an iron rod; thence southerly 47 degrees, 35 minutes, 34 seconds West, a distance of 123.35 feet to an iron rod; thence southerly 77 degrees, 12 minutes, 16 seconds West, a distance of 96.09 feet to an iron rod; thence Southerly 64 degrees 43 minutes West, a distance of 61.36 feet to an iron rod; thence Northerly 48 degrees, 38 minutes, 40 seconds West, a distance of 20.60 feet to an iron rod; thence Northerly 30 degrees, 48 minutes West, a distance of 19.25 feet to an iron rod; thence Northerly 6 degrees 25 minutes 47 seconds West a distance of 72.50 feet to an iron rod, back to the POINT OF BEGINNING.

C B SCHMITT REAL ESTATE COMPANY, INC.
Parcel ID No. 00334490-000200; Alt. Key No. 8902026
11085 1st Ave., Gulf, East and West – Two (2) Units
Marathon, FL 33050

*SOLD
To: AMANDA (1)
& CONRAD (1)
TO Monroe
County*

2

A portion of:

The Northerly 100 feet of Lot 1, Block 1, KEY COLONY SUBDIVISION #3, according to the Plat thereof as recorded in Plat Book 4, Page 10, of the Public Records of Monroe County, Florida.

AND

The Southerly 33.85 feet of the Northerly 133.85 feet of Lot 1, and the Southerly 58.85 feet of the Northerly 133.85 feet of Lot 2, Block 1, KEY COLONY SUBDIVISION #3, according to the Plat thereof as recorded in Plat Book 4, Page 10, of the Public Records of Monroe County, Florida.

AND

10/15

The Northerly 75 feet of Lot 2, Block 1, KEY COLONY SUBDIVISION #3, according to the Plat thereof as recorded in Plat Book 4, Page 10, of the Public Records of Monroe County, Florida.

AND

The Northerly 75 feet of Lot 3, Block 1, KEY COLONY SUBDIVISION #3, according to the Plat thereof as recorded in Plat Book 4, Page 10, of the Public Records of Monroe County, Florida.

AND

The Northerly 75 feet of Lot 4, Block 1, KEY COLONY SUBDIVISION #3, according to the plat thereof as recorded in Plat Book 4, Page 10, of the Public Records of Monroe County, Florida.

TWENTY THIRD STREET, LLC – Parcel ID No. 00320860-000000; Alt. Key No. 1395170
152 23rd Street, Ocean, Units 1 through 5 – Five (5) Units
Marathon, FL 33050

S

Lot 3, Block 2, SOMBRERO SUBDIVISION NO. 1, according to the Plat thereof as recorded in Plat Book 2, Page 31, of the Public Records of Monroe County, Florida.

TWENTY THIRD STREET, LLC – Parcel ID No. 00320840-000100; Alt. Key No. 1395153
150 23rd Street, Ocean, Units 1 through 3 – Three (3) Units
Marathon, FL 33050

3

Situated on Key Vaca in the County of Monroe, State of Florida, and known as being a part of Lot 1, Block 2, SOMBRERO SUBDIVISION NO. 1, within Government Lot No. 1, Section 9, Township 66 South, Range 32 East, as shown by Plat recorded in Plat Book 2, Page 31, of the Public Records of Monroe County, Florida, and bounded and described as follows:

BEGINNING at the southwesterly corner of Lot 1, Block 2, of said SOMBRERO SUBDIVISION NO. 1, bear North along the West line of said Lot 1 of Block 2, 40.91 feet; thence bear East 60.00 feet to a point on the Easterly line of said Lot 1; thence bear South 40.91 feet along the said Easterly line of Lot 1 to the Southeasterly corner thereof; thence bear West along the Southerly line of said Lot 1, 60.00 feet back to the POINT OF BEGINNING.

TWENTY THIRD STREET, LLC – Parcel ID No. 00320730-000000; Alt. Key No. 1395030
393 23rd Street, Ocean, Units 1 through 5 – Five (5) Units
Marathon, FL 33050

S
13
18
13
21

Lot 5, Block 1, SOMBRERO SUBDIVISION NO. 1, according to the Plat thereof as recorded in Plat Book 2, Page 31, of the Public Records of Monroe County, Florida.

TWENTY THIRD STREET, LLC – Parcel ID No. 00320730-000000; Alt. Key No. 1395030
169, 171, & 167 23rd Street, Ocean – Three (3) Units
Marathon, FL 33050

Lot 2, Block 1, SOMBRERO SUBDIVISION NO. 1, according to the Plat thereof as recorded in Plat Book 2, Page 31, of the Public Records of Monroe County, Florida.

3
34
TOM

WHEREAS, County hereby agrees to transfer to City thirty-four (34) affordable housing allocations to allow Marathon to secure the above properties as deed restricted affordable housing.

WHEREAS, the parties have determined that this Agreement is in the best interests of the public.

NOW, THEREFORE, the parties hereto agree as follows:

Section 1. TRANSFER: The parties agree to permit the transfer of up to thirty-four (34) affordable housing ROGO allocations from Monroe County to the City of Marathon, and subject to the conditions contained therein, including but not limited to:

a. The filing of a 99 year Affordable Housing Deed Restriction on all of the thirty-four (34) affordable housing units pursuant to this Agreement and the applicable requirements of the Code of Ordinances, City of Marathon, Florida and the applicable provisions of the Florida Building Code.

b. The affordable housing shall be solely in the categories of low income housing. Renters of said units shall qualify as earning at least seventy percent (70%) of their income within Monroe County.

c. The transfer of the market rate rights from the properties to a receiver site(s) approved by the City of Marathon and/or Monroe County under a separate agreement with the Property Owners (See Section 2 below).

Section 2. ASSIGNMENT: Monroe County has assigned its rights to the affordable allocations to the City and shall be designated as follows:

a. The thirty-four (34) affordable housing allocations are to be issued by the City to be used specifically by KEY VACA, LLC, a Florida limited liability company, at the development in Marathon known as 4800 Overseas Highway, Marathon, FL 33050; CALLIANASA CORP., a Florida corporation, at the development in Marathon known as 489 63rd Street, Ocean, Marathon, FL 33050; DRIFTWOOD, LLC, a Florida limited liability company, at the development in Marathon known as 10875 Overseas Highway, Marathon, FL 33050; CB

SCHMITT REAL ESTATE COMPANY, INC., a Florida corporation, at the development in Marathon known as 11085 Overseas 1st Ave., Gulf, Marathon, FL 33050; and TWENTY-THIRD STREET, LLC, a Florida limited liability company, at the development in Marathon known as 152 23rd Street, Ocean, Apts. 1-5, Marathon, FL 33050, 150 23rd Street, Ocean, Apts. 1-3, Marathon, FL 33050, 393 23rd Street, Ocean, Apts. 1-5, Marathon, FL 33050, and 167, 169, and 171 23rd Street, Ocean, Marathon, FL 33050.

b. The affordable housing allocations shall be applied and designated to low income housing for particular units as set forth in Exhibit "A" attached hereto.

c. Market rate residential units will become available for sale and transfer as a result of the deed restriction of said market rate residential units as low-income affordable housing provided through this ILA. Subject to the provisions of this ILA and by subsequent Agreement between the City of Marathon and the Corporate entities defined herein (KEY VACA, LLC, CALLIANASA CORP., DRIFTWOOD, LLC, CB SCHMITT REAL ESTATE COMPANY, INC., and TWENTY-THIRD STREET, LLC), a minimum of 17 and up to one hundred percent or thirty-four (34) of the market rate residential units which become available after the deed restriction of the affordable units shall be sold by said corporate entities to owners whose receiver site properties exist within the unincorporated area of Monroe County, Lower Keys Subarea. Transfers shall be approved and documented pursuant to the relevant administrative procedures of the City of Marathon Comprehensive Plan and Land Development Regulations and the Monroe County Comprehensive Plan and Land Development Regulations, including Minor Conditional Use Permit approval. The decision on whether to transfer any market rate unit allocations for use on properties located in the unincorporated portion of the County in excess of the minimum of 17 units, shall be solely made by the Corporate owners based upon business considerations.

Section 3. TERM: Subject to and upon the terms and conditions set forth herein, this Agreement shall continue in force until fully performed by the parties and Property Owner. If any of the affordable allocations transferred to the City through this ILA are not transferred to the properties identified herein, then they shall be returned to the County within and not exceed one year from the date of the approval of this ILA.

Section 4. NOTIFICATION: The City of Marathon shall (1) notify Monroe County of any assignment(s) and successor(s) in interest or title to KEY VACA, LLC, a Florida limited liability company; CALLIANASA CORP., a Florida corporation; DRIFTWOOD, LLC, a Florida limited liability company; CB SCHMITT REAL ESTATE COMPANY, INC., a Florida corporation; and TWENTY-THIRD STREET, LLC, a Florida limited liability company; for the duration of the ROGO allocations described in **Section 1. ("Transfer")** above, and (2) shall notify Monroe County of any assignment(s) and successor(s) in interest or title to the ROGO allocations described in **Section 1. ("Transfer")** above at least thirty (30) days prior to the date of such transfer or succession by certified U. S. Postal Service Certified mail to the Monroe County Planning & Environmental Resources Senior Director.

All such notices under this Section ("**Section 4.**") shall be sent to the following addresses:

Monroe County Administrator
1100 Simonton Street
Key West, FL 33040

Planning & Environmental Resources Department
Attn: Senior Director
2978 Overseas Highway
Marathon, FL 33050

Section 5. GOVERNING LAWS/VENUE: This Agreement shall be construed in accordance with and governed by the laws of the State of Florida and the United States. Exclusive venue for any dispute arising under this Agreement shall be in the Sixteenth Judicial Circuit in and for Monroe County, Florida. In the event of any litigation, the prevailing party is entitled to a reasonable attorney's fee and costs. This Agreement is not subject to arbitration.

Section 6. NONDISCRIMINATION: The parties agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. The parties agree to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (2) Section 504 of the Rehabilitation Act of 1973, as amended (20 U.S.C. s. 1975, as amended (42 U.S.C. ss. 6101-6107)), which prohibits discrimination on the basis of age; (4) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (5) The Comprehensive Alcohol Abuse And Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (6) The Public Health Service Act of 1912, ss. 523 and 527, (42 U.S.C. ss. 290 dd-3 and 290 ee03), as amended, relating to confidentiality of alcohol and drug abuse patient records; (7) The Americans With Disabilities Act of 1990 (42 U.S.C. s. 1201 Note), as may be amended from time to time, relating to nondiscrimination on the basis of disability; (8) The Florida Civil Rights Act of 1992, (Chapter 760, Florida Statutes, and Section 509.021, Florida Statutes), as may be amended from time to time, relating to nondiscrimination; and (9) any other nondiscrimination provisions in any federal or state statutes or local ordinances which may apply to the parties to, or the subject matter of, this Agreement.

Section 7. CODE OF ETHICS: The parties agree that their officers and employees recognize and will be required to comply with the standards of conduct relating to public officers and employees as delineated in Section 112.313, Florida Statutes, regarding, but not limited to, solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position, conflicting employment or contractual relationship; and disclosure or use of certain information.

Section 8. NO SOLICITATION/PAYMENT: The parties warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee

working solely for it, to solicit or secure this Agreement and that it has not been paid or agreed to pay any person, company, corporation, individuals, or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach of violation of this provision, each party agrees that the other party shall have the right to terminate this Agreement without liability and, at its discretion, to offset from monies owed, or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

Section 9. SUBORDINATION: This Agreement is subordinate to the laws and regulations of the United States and the State of Florida, whether in effect on commencement of this Agreement or adopted after that date.

Section 10. INCONSISTENCY: If any item, condition, or obligation of this Agreement is in conflict with other items of this Agreement, the inconsistencies shall be construed so as to give meaning to those terms which limited the County's responsibility and liability.

Section 11. PUBLIC ACCESS TO RECORDS: The parties shall allow and permit members of the public reasonable access to, and inspection of, all documents, papers, letters, or other materials subject to the provisions of Chapter 119, Florida Statutes, and made or received by the parties in conjunction with this Agreement.

Section 12. NON-RELIANCE BY NON-PARTIES: Other than as stated herein, no person or entity shall be entitled to rely upon the terms, or any of them, of this Agreement to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the parties agree that neither the County nor the City or any agent, officer, or employee of each shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this Agreement separate and apart, inferior to, or superior to the community in general or for the purposes contemplated in this Agreement.

Section 13. NO PERSONAL LIABILITY: No covenant or agreement contained herein shall be deemed to be a covenant or agreement of any member, officer, agent or employee of a party in his or her individual capacity, and no member, officer, agent or employee of a party shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.

Section 14. NOTICES: All notices and other communications hereunder must be in writing and addressed as follows, or to any other address which either party may designate to the other party by mail:

If to County: Roman Gastesi, Jr., County Administrator
Monroe County Historic Gato Building
1100 Simonton Street
Key West, Florida 33040

Planning & Environmental Resources Department
Attn: Senior Director
2798 Overseas Highway
Marathon, FL 33050

With a copy to: Robert B. Shillinger, Jr., Esquire
Monroe County Attorney's Office
P.O. Box 1026
Key West, Florida 33041-1026

If to City: Charles Lindsay
City Manager
City of Marathon
9805 Overseas Highway
Marathon, Florida 33050

George Garrett
Planning Director
City of Marathon
9805 Overseas Highway
Marathon, FL 33050

With a copy to: David Migut, Esquire
City Attorney
City of Marathon
9805 Overseas Highway
Marathon, FL 33050

Thomas D. Wright, Esq.
Law Offices of Thomas D. Wright, Chartered
9711 Overseas Highway
Marathon, FL 33050
Attorney for Property Owners

Michael Halpern, Esq.
Michael Halpern, P.A.
209 Duval St., 2 Fl D
Key West, FL 33040
Attorney for Property Owners

Any notice required by this Agreement to be given or made within a specified period of time, or on or before a date certain, shall be deemed to have been duly given if sent by certified mail, return receipt requested, postage and fees prepaid; hand delivered, or sent by overnight delivery service.

Section 15. ENTIRE AGREEMENT/MODIFICATION/AMENDMENT: This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein. No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

Section 16. MISCELLANEOUS: Each party represents and warrants to the other that the execution, delivery, and performance of this Agreement has been duly authorized by all necessary corporate or other organizational action, as required.

Section 17. COUNTERPARTS: This Agreement may be executed in several counterparts, each of which shall be deemed an original, and such counterparts shall constitute one and the same instrument.

Section 18. SEVERABILITY: The provisions of this ILA are declared to be severable, and if any sentence, section, clause or phrase of this ILA shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sentences, sections, clauses or phrases of the ILA, but they shall remain in effect it being the legislative intent that this ILA shall stand notwithstanding the invalidity of any part.

Section 19. EFFECTIVE DATE: This Agreement shall take effect on the date set forth above.

SIGNATURES ON FOLLOWING PAGES

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by its duly authorized representative.

(SEAL) 
ATTORNEY GENERAL, CLERK
By: *Familia*
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: *Sylvia J. Murphy*
Mayor/Chairperson
Date: December 14, 2016

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
[Signature]
ROBERT B. SHILLINGER, JR.
COUNTY ATTORNEY
Date: 8/25/17

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: *[Signature]*
Assistant County Attorney

ATTEST:

Diane Clavier
DIANE CLAVIER
City Clerk

THE CITY OF MARATHON, FLORIDA

By: *[Signature]*
John Bartus, Mayor
Date: May 29, 2019

(City Seal)

APPROVED AS TO FORM AND
LEGALITY FOR THE USE AND
RELIANCE OF THE CITY OF
MARATHON, FLORIDA ONLY:

By: *[Signature]*
David Migut
City Attorney

FILED FOR RECORD
2019 JUN 26 AM 9:04
CLERK CIR. CL.
MONROE COUNTY, FL.

We hereby consent to this Agreement and agree to abide by all terms and requirements herein.

KEY VACA, LLC,
a Florida limited liability company

By Denise H. Holland - S
DENISE H. HOLLAND
Manager

Date: 5/31/19

CALLIANASA CORP.,
a Florida corporation

By Denise H. Holland - S
DENISE H. HOLLAND
President

Date: 5/31/19

DRIFTWOOD, LLC,
a Florida limited liability company

By Denise H. Holland - S
DENISE H. HOLLAND
Manager

Date: 5/31/19

C B SCHMITT REAL ESTATE COMPANY, INC.,
a Florida corporation

By [Signature]
BRIAN C. SCHMITT
President

Date: 5/31/19

TWENTY THIRD STREET, LLC,
a Florida limited liability company

By Denise H. Holland
DENISE H. HOLLAND
Manager

Date: 5/31/19

HUD income limits for FY 2019 and the associated maximum rental prices:

FY 2019 Income Limit	Persons in Household							
	1	2	3	4	5	6	7	8
Middle Income (160%)	\$107,100	\$122,400	\$137,700	\$153,000	\$165,300	\$177,500	\$189,800	\$202,000
MI Monthly Rent	\$2,678	\$3,060	\$3,443	\$3,825	\$4,133	\$4,438	\$4,745	\$5,050
Moderate Income (120%)	\$80,325	\$91,800	\$103,275	\$114,750	\$123,975	\$133,125	\$142,350	\$151,500
MI Monthly Rent	\$2,008	\$2,295	\$2,582	\$2,869	\$3,099	\$3,328	\$3,559	\$3,788
Median Income (100%)	\$66,938	\$76,500	\$86,063	\$95,625	\$103,313	\$110,938	\$118,625	\$126,250
MI Monthly Rent	\$1,673	\$1,913	\$2,152	\$2,391	\$2,583	\$2,773	\$2,966	\$3,156
Low Income (80%)	\$53,550	\$61,200	\$68,850	\$76,500	\$82,650	\$88,750	\$94,900	\$101,000
LI Monthly Rent	\$1,339	\$1,530	\$1,721	\$1,913	\$2,066	\$2,219	\$2,373	\$2,525
Very Low Income (50%)	\$33,500	\$38,250	\$43,050	\$47,800	\$51,650	\$55,450	\$59,300	\$63,100
VLI Monthly Rent	\$838	\$956	\$1,076	\$1,195	\$1,291	\$1,386	\$1,483	\$1,578
Ext. Low Income (30%)	\$20,100	\$23,000	\$25,850	\$28,700	\$31,000	\$34,590	\$39,010	\$43,430
ELI Monthly Rent	\$503	\$575	\$646	\$718	\$775	\$865	\$975	\$1,086

Requirements for affordable units:

- Must contain less than or equal to 1,800 square feet of habitable space
- Must 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 City
http://portal.hud.gov/hudportal/HUD-rcs://p/program_offices/management/hudci-pv/handbooks/hgh/4910.d
- Must be deed restricted in perpetuity or as allowed by law for a minimum 50-year
- For affordable units that are part of mixed income development the following additional standards apply:
 - Must be visually indistinguishable from the market rate units in the development in terms of overall design, execution, and use of materials.
 - Affordable units may be smaller than the market rate units but shall be proportionally comparable in bedroom count to the market rate units in the development
 - Affordable units must not be clustered, and shall be interspersed within the upland portion of the development.

Maximum sale price of affordable housing:

- HUD median income for Monroe County for the year 2019 \$83,000
- Maximum sale price for 2019 \$398,400
 Calculated as follows (Median Income x 1.6) x 3
- Owner occupied income verification is required prior to sales closing and occupancy of dwelling unit The Affordable Housing Application must be completed in full.

52.50

This instrument prepared by,
and after recording return to:

City Clerk 25.307
City of Marathon, Florida
9805 Overseas Highway
Marathon, Florida 33050
00320840-000100

DECLARATION OF AFFORDABLE HOUSING RESTRICTIONS

THIS AGREEMENT AND DECLARATION OF AFFORDABLE HOUSING RESTRICTIONS ("Declaration") is made and entered into this 5 day of December, 2019, by and between Twenty Third Street, LLC, whose principal mailing address is 11100 Overseas Highway, Marathon, Florida 33050 (Declarant") and the City of Marathon, a Florida municipal corporation, whose principal mailing address is 9805 Overseas Highway, Marathon, Florida 33050 (the "City").

RECITALS:

1. Declarant is the fee simple title owner to certain real property (the "Property") located in the City of Marathon, Monroe County, Florida, which is more particularly described as:

Situated on Key Vaca in the county of Monroe, State of Florida, and known as being a part of Lot 1, Block 2, SOMBRERO SUBDIVISION NO. 1, within Government Lot No. 1, Section 9, Township 66 South, Range 32 East, as shown by Plat recorded in Plat Book 2, Page 31, of the Public Records of Monroe County, Florida, and bounded and described as follows:

BEGINNING at the southwesterly corner of Lot 1, Block 2, of said SOMBRERO SUBDIVISION NO. 1, bear North along the West line of said Lot 1 of Block 2, 40.91 feet; thence bear East 60.00 feet to a point on the Easterly line of said Lot 1; thence bear South 40.91 feet along the said Easterly line of Lot 1 to the Southeasterly corner thereof; thence bear West along the Southerly line of said Lot 1, 60.00 feet back to the POINT OF BEGINNING.

2. Declarant is the recipient of 3 RBPAS exempt Affordable Housing Residential Units which must follow the Affordable Housing requirements pursuant to Section 104.01 "Affordable Housing" and 107.06 (c) of the City of Marathon Land Development Regulations
3. In consideration of the Declarant's receipt of its Affordable Housing Residential Unit Allocations, and the waiver of fees as set forth herein, and for other good and

valuable consideration, Declarant hereby covenants with the City of Marathon, a political subdivision of the State of Florida, its successors or assigns, for itself, its heirs and successors that the property described herein is subject to and bound by the Affordable Housing Restrictions hereinafter set forth, each and all of which is and are for the benefit of the Property, shall run with the land, and are enforceable by the City, its successors and assigns.

4. This restriction applies to Units 1, 2 and 3.

NOW, THEREFORE, the Declarant agrees that the Property shall be held and conveyed subject to the following Affordable Housing Restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the Property and be binding on all parties having any right, title or interests in the Property or any part thereof, their heirs, successors and assigns for the entire term of this Declaration.

THE DECLARANT AGREES AND CERTIFIES THAT AS THE OWNER OF THE PROPERTY DESCRIBED HEREIN, THERE IS A CAP AND RESTRICTION UPON THE SALE OR OTHER CONVEYANCE OF THE SUBJECT PROPERTY. IN ORDER TO CONVEY THE PROPERTY, THE DECLARANT, HIS/HER/ITS SUCCESSORS OR ASSIGNS MUST COMPLY WITH THE FOLLOWING:

- A. The prospective purchaser or occupant must be a qualified purchaser or occupant under the City of Marathon Affordable Housing Restrictions as set forth in Section 104.01 "Affordable Housing" and 107.06 (c) of the City of Marathon Land Development Regulations (as may be amended), or the City's successors or assigns, as a precondition of the purchase or other conveyance of the subject property. A valid Certificate of Compliance issued by the City of Marathon, its successors or assigns, within 30 days of the prospective conveyance must be recorded in the Public Records of Monroe County contemporaneously with the recording of the deed of conveyance.
 - B. The Deed, or other document of conveyance must make specific reference to this document by name and the OR Book and Page where it is recorded in the Public Records of Monroe County.
 - C. The Deed, or other document of conveyance, must state, in bold print of at least 14 point font, on the first page of the document, immediately following the legal description the phrase, "THIS PROPERTY IS SUBJECT TO AFFORDABLE HOUSING RESTRICTIONS WHICH MAY EFFECT ITS SALE OR CONVEYANCE".
1. Restrictions. Declarant hereby covenants, agrees and certifies, in so far as the rights,

powers, interests and authority of the Declarant is concerned, that development, sale, lease, or other conveyance of the Property shall be in accordance with the City's Affordable Housing Restrictions as set forth in the provisions of Section 104.01 "Affordable Housing" and 107.06 (c) of the City of Marathon Land Development Regulations (as may be amended).

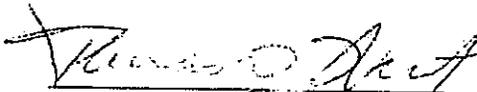
2. **Impact Fees.** Under the provisions set forth in Chapter 111 of the City Code, any persons, including any governmental agency, prior to receiving a building permit for any new land development activity shall pay "Fair Share Impact Fees".
3. **Waiver of Impact Fees.** Under the Affordable Housing Provisions set forth in Chapter 111 of the City Code, the owner or owners of the above described real Property have been exempted from payment of "Fair Share Impact Fees" for a (check one) ___ a single family, multi-family unit, _____ a mobile home dwelling to be constructed on said real property.
4. **City.** This Declaration is intended to benefit and run in favor to the City.
5. **Enforcement.** This Declaration may be enforced by the City at law or in equity or as a code compliance action against any party or person violating, or attempting to violate, any of the covenants and restrictions contained herein. The remedies available to the City shall include, but are not limited to, obtaining a court order requiring the Declarant or his/her successor or assigns to comply with the City's affordable housing regulations in effect at the time of such order, and compelling the Property's continuing compliance with the affordable housing regulations until this Declaration has expired. The prevailing party in any action or suit pertaining to or arising out of this Declaration shall be entitled to recover, in addition to costs and disbursements allowed by law, reasonable attorneys' fees and costs as well as attorneys' fees and cost incurred in enforcing this prevailing parties attorneys' fees provision. This enforcement provision shall be in addition to any other remedies available at law or in equity.
6. **Term.** The restrictions, covenants and conditions of this Declaration shall run with the land for a term of fifty (50) years from the date of the issuance of a Certificate of Occupancy issued by City of Marathon, its successors or assigns, for the dwelling unit or units to which this covenant applies. If any provision or application of this Declaration would prevent this Declaration from running with the land as aforesaid, such provision and/or application shall be judicially modified, if possible, to reflect the intent of such provision or application and then shall be enforced in a manner allowing the covenant, conditions, and restrictions to so run with the land.
7. **Amendments.** All amendments hereto shall be in writing and must be signed by the Declarant and the City. All amendments hereto shall be recorded in the Public Records of Monroe County, Florida, and shall not be valid until recorded.

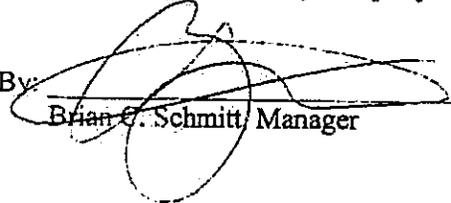
8. **Paragraph Headings.** Paragraphs headings, where used herein, are inserted for the convenience only and are not intended to be a part of this Declaration or in any way defined, limited or described to be a part of this Declaration in the Public Records of Monroe County, Florida, and shall not be valid until recorded.
9. **Effective Date.** This Declaration shall become effective upon date of execution by both parties hereto or the date of recordation of this Declaration in the Public Records of Monroe County, Florida, which ever is later.
10. **Governing Law.** This Declaration and the enforcement of the rights and obligations established hereby shall be subject to and governed by the laws of the State of Florida.
11. **Recordation.** Declarant shall at its sole cost and expenses, record this Declaration in the Public Records of Monroe County, Florida within fifteen (15) days of the execution hereof by both the Declarant and the City. Declarant shall provide the City with proof of the recording of the Declaration in accordance with the provisions of this paragraph. Failure to record these restrictions shall entitle the City to refuse to issue the Certificate of Occupancy for the dwelling unit or units to which this covenant applies, and to other remedies, legal or equitable, available to the City to assure compliance with these Restrictions.
12. **Authorization for City to Withhold Permits and Inspections.** If the terms of this Declaration are not being complied with, in addition to any other remedies available at law or in equity, the City is hereby authorized after notice and an opportunity to cure, to withhold any permits regarding the Property or any portion thereof, and to refuse to make any inspections or grant any approvals for the Property or any portion thereof, until such time as the Declarant or its successor or assigns is in compliance with the covenants of this Declaration. The determination of non-compliance and to withhold permits, inspections, or approvals shall be by the Director of Planning and shall be subject to the appeal provision of the City's land development regulations.

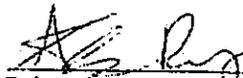
IN WITNESS WHEREOF, Declarant, has caused these presents to be executed on the day and year first above written.

Signed, sealed and delivered
in the presence of:

Twenty Third Street, LLC
a Florida limited liability company

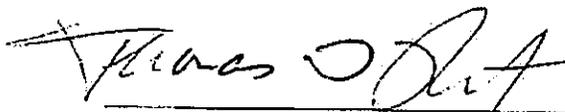

Printed Name: Thomas D. Deet

By: 
Brian C. Schmitt, Manager


Printed Name: Ashley Perry

STATE OF Florida
COUNTY OF Monroe

The foregoing instrument was acknowledged before me this 5 day of December, 2019, by BRIAN C. SCHMITT, as Manager of TWENTY THIRD STREET, LLC, a Florida limited liability company, who are personally known to me or who have produced _____ as identification and who did not take an oath.


Notary Public, State of _____
Printed Name:
My commission expires:

Agreed and accepted this 17th day of December, 2019:

THE CITY OF MARATHON, a Florida Municipal Corporation

By: [Signature]
Chuck Lindsey, City Manager

ATTEST:

[Signature]
Hillary Palmer
Deputy Clerk



APPROVED AS TO FORM AND LEGALITY FOR THE USE AND RELIANCE OF THE CITY OF MARATHON, FLORIDA ONLY:

BY: [Signature]
David Migut, City Attorney



CITY OF MARATHON, FLORIDA

10045-55 Overseas Highway, Marathon, Florida 33050

Phone: (305) 743-0033 Fax: (305) 743-3667

Date 11/13/2007
Twenty Third Street LLC

Subject: Property RE# 00320840-000100
Sender Site identifier # TBR 70141

Dear Twenty Third Street LLC:

The City of Marathon has reviewed your application for Determination of Building Rights and has determined that the above subject property is entitled to 3 Market Rate Transferable Building Right(s) (the "TBR(s)") under the City's Land Development Regulations ("LDRs"). This TBR is an inchoate right to be recorded with the Monroe County Clerk in the land registry. Please use the Sender Site identifier # indicated above in all correspondence with the City regarding the TBR.

Transfer of the building right is subject to the conditions set forth in the LDRs, as amended from time to time. These conditions include the following:

- Prior to transfer, all bonds, back city taxes, fees and liens (other than mortgages) affecting the parcel must be paid.
- You, as the sender site, along with the receiver site of the TBR must also make separate application for the Approval of the transfer of the building right with the City of Marathon.
- The Receiver Site must:
 - Be classified by the City Biologist equal to or less environmentally sensitive than the sender site
 - Must be zoned to allow the requested use
 - Meet all provisions of the LDRs and the Comprehensive Plan relating to the type and magnitude of the proposed development.

The applicant(s) must also meet one of the following "Affordable Housing" requirements prior to the issuance of the certificate of occupancy for the receiver site:

- Reconstruct or rehabilitate not less than thirty percent (30%) of an affordable deed restricted dwelling unit on the sender site, the receiver site or some other acceptable site;
- Make a cash payment to the City's affordable housing program fund in the minimum amount of \$60,000 per TBR (this in-lieu payment may be adjusted by City Council from time to time);
- Donate a buildable parcel located in the City suitable for development of affordable housing; or
- Some combination of the above paragraphs.

We encourage you to review the applicable provisions of the LDRs for the full details of these and any other conditions applicable to the transfer of building rights.

If you have any other questions, please feel free to contact our office at 305.289.4121

Sincerely,

Jacquelyn Walters
City Planner





CITY OF MARATHON PLANNING DEPARTMENT

10045-55 Overseas Highway, Marathon, Florida 33050
Phone (305) 289-4121 FAX (305) 289-4148

Determination of Building Rights

Fee \$300.00

No application for determination of building right(s) shall be accepted if the sender site has any open permits or active code violations; all bonds, assessments, back city taxes, fees and liens (other than mortgages) affecting the parcel shall be paid in full prior to recordation of the warranty deed for the transfer of the building right.

Name: Twenty-THIRD STREET, LLC
Mailing Address: 11100 Overseas Hwy.
MARATHON, FLORIDA 33050
Phone: Home: 305.289.6482 Office: 305.289.6482

The property is located near Mile Marker 48.5 on Key MARATHON and is identified as Lot 2,3,4,5,6,7, Block 1 in Sambreno Subdivision, having Real Estate number(s) 320840-000100 and 320860-000000 the physical address of the property is 150 and 152 23RD Str. MARATHON FL and 2316 Overseas Hwy., MARATHON, FL 33050
Type of unit(s) Residential Transient Commercial
Number of Unit(s) or amount of square feet 8 UNITS Residential and 2,807 sq.ft. Commercial

The applicant should provide, at a minimum, the following documentation, to support the existence of each right:

- Proof of ownership of the property;
- Documentation of a permit or other local government action from the City or Monroe County; or
- Proof the structure exists or existed in 1996 on aerials, surveys and property appraiser records;

- Proof the structure could have been permitted under the applicable zoning district regulations in effect at the time the structure was constructed;
- For transient units, a Florida Department of Business and Professional Regulation (DBPR) license number and Monroe County Occupational License;
- Documentation of utility bills that demonstrates the use and occupancy of the structure for six months or more;
- Rental, occupancy, or lease agreements; or.
- Other similar documentation as approved by the Director in order to verify each building right.

Please list (use back of application if needed) any specific information you want us to know about this property. SEE COVER LETTER ATTACHED

The issuance of "Determination of Building Right" by the City shall be recorded in the chain of title as an inchoate right upon the sender site. The right to use a recognized building right on the sender site or transfer from the sender site shall exist in perpetuity; however this right is extinguished upon transfer to a receiver site.


Signature

10/27/07
Date

TWENTY THIRD STREET LLC
305-289-6486
11100 OVERSEAS HWY
MARATHON, FL 33050

ORION BANK
63-1016670

397

10/27/2007

\$ 300.00

PAY TO THE ORDER OF City of Marathon

Three Hundred and 00/100

DOLLARS

James H. Hall
AUTHORIZED SIGNATURE

MEMO

termination building rights

⑆000397⑆ ⑆067010169⑆ ⑆300003137⑆

Security Features Included Details on Back

DEPARTMENT OF THE ARMY PERMIT

Permittee: Giraldo Family Living Trust 4/10/2018
c/o Christian Giraldo
19790 W. Dixie Highway, Suite 1001
Aventura, FL 33180

Permit No: SAJ-2010-02195-(SP-GGM)

Issuing Office: U.S. Army Engineer District, Jacksonville

NOTE: The term "you" and its derivatives, as used in this permit, means the permittee or any future transferee. The term "this office" refers to the appropriate district or division office of the U.S. Army Corps of Engineers (Corps) having jurisdiction over the permitted activity or the appropriate official of that office acting under the authority of the commanding officer.

You are authorized to perform work in accordance with the terms and conditions specified below.

Project Description: The work is to place 400 cubic yards of clean fill material within 6,420 square foot of jurisdictional wetland area for the construction of a single-family residence with associated appurtenant structures including a 72-linear feet riprap revetment consisting of 2' boulders in filter fabric to prevent the displacement of fill material into adjacent U.S. waters; to construct a 410 square foot L-shaped pile supported wood dock consisting of a 4 foot wide by 40 foot long access walkway leading to a 5 foot wide by 50 foot long terminal platform, and to avoid the remaining 2,015-square feet of mangrove wetland area, as depicted (cross-hatched) on sheets 2 of 5 of the approved work plans date stamped on January 7th, 2024, by the Corps. Temporarily turbidity curtains and a silt fence will be deployed and will remain in place for the duration of all in-water activities, in/over waters of the United States. The work described above is to be completed in accordance with the 5 pages of drawings attachments affixed at the end of this permit instrument.

Project Location: The project site is located at 22716 Jolly Roger Drive; legally described as Block 19, Lot 22 of Cutthroat Harbor Estates subdivision of Cudjoe Key, PB 4-165, in Section 28, Township 66 South, Range 28 East, Cudjoe Key, Monroe County, FL, 33042 (MM±22.7-Ocean) (Re# 00180340-000000).

Directions to site: US Highway No 1 South to approximately mile marker 22.7, turn left on Cutthroat Dive and then turn right onto Jolly Roger Drive. The project site is located at 22716 Jolly Roger Drive.



PERMIT NUMBER: SAJ-2010-02195-SP-GGM)

PERMITTEE: Giraldo Family Living Trust 4/10/2018/ c/o Christian Giraldo

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Approximate Central Coordinates: Latitude: 24.660275° North
Longitude 81.480595° West

Permit Conditions

General Conditions:

1. The time limit for completing the work authorized ends on **January 14th, 2030**. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the above date is reached.
2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.
3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and State coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.
4. If you sell the property associated with this permit, you must obtain the signature and the mailing address of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.
5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions (Attached)
6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

PERMIT NUMBER: SAJ-2010-02195-SP-GGM)

PERMITTEE: Giraldo Family Living Trust 4/10/2018/ c/o Christian Giraldo

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Special Conditions:

1. Reporting Address: The Permittee shall submit all reports, notifications, documentation, and correspondence required by the general and special conditions of this permit to either (not both) of the following addresses:

- a. For electronic mail (preferred): SAJ-RD-Enforcement@usace.army.mil (not to exceed 15 MB).
- b. For standard mail: U.S. Army Corps of Engineers, Regulatory Division, Enforcement Section, P.O. Box 4970, Jacksonville, FL 32232-0019.

The Permittee shall reference this permit number, SAJ-2010-02195-(SP-GGM.), on all submittals.

2. Commencement Notification: Within 10 days from the date of initiating the work authorized by this permit, the Permittee shall submit a completed "Commencement Notification" form (Attached).

3. Self-Certification: Within 60 days of completion of the work authorized by this permit, the Permittee shall complete the attached "Self-Certification Statement of Compliance" form (Attached) and submit it to the Corps. In the event that the completed work deviates in any manner from the authorized work, the Permittee shall describe the deviations between the work authorized by this permit and the work as constructed on the "Self-Certification Statement of Compliance" form. The description of any deviations on the "Self-Certification Statement of Compliance" form does not constitute approval of any deviations by the Corps.

4. Permit Conditions Prevail: If information in the permit attachments conflict with the special conditions of this permit, the requirements of the permit special conditions shall prevail.

5. Assurance of Navigation and Maintenance: The Permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structures or work herein authorized, or if in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the Permittee will be required, upon due notice from the U.S. Army Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

PERMIT NUMBER: SAJ-2010-02195-SP-GGM)

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6. Turbidity Barriers: Prior to the initiation of any of the work authorized by this permit, the Permittee shall install floating turbidity barriers with weighted skirts that extend within 1 foot of the bottom around all work areas that are in, or adjacent to, surface waters. The turbidity barriers shall remain in place and be maintained daily until the authorized work has been completed and turbidity within the construction area has returned to ambient levels. Turbidity barriers shall be removed upon stabilization of the work area.

7. Posting of Permit: The Permittee shall have available and maintain for review a copy of this permit and approved plans at the construction site.

8. Cultural Resources/Historic Properties:

- a. No structure or work shall adversely affect, impact, or disturb properties listed in the *National Register of Historic Places* (NRHP), or those eligible for inclusion in the NRHP.
- b. If, during the ground disturbing activities and construction work within the permit area, there are archaeological/cultural materials encountered which were not the subject of a previous cultural resources assessment survey (and which shall include, but not be limited to: pottery, modified shell, human remains, ceramics, stone tools or metal implements, dugout canoes, evidence of structures or any other physical remains that could be associated with native cultures or early colonial settlement), the Permittee shall immediately stop all work and ground-disturbing activities within a 100-meter diameter of the discovery and notify the Corps at the addresses listed in the **Reporting Address Special Condition** within the same business day (8 hours). The Corps shall coordinate with the Florida State Historic Preservation Officer (SHPO) to assess the significance of the discovery and devise appropriate actions.
- c. Additional cultural resources assessments may be required of the permit area in the case of unanticipated discoveries as referenced in accordance with the above Special Condition and, if deemed necessary by the SHPO or Corps, in accordance with 36 CFR 800 or 33 CFR 325, Appendix C (5). Based on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend, or revoke the permit in accordance with 33 CFR Part 325.7. Such activity shall not resume on non-federal lands without written authorization from the SHPO for finds under his or her jurisdiction, and from the Corps.

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- d. In the unlikely event that unmarked human remains are identified on non-federal lands; they will be treated in accordance with Section 872.05 Florida Statutes. All work and ground disturbing activities within a 100-meter diameter of the unmarked human remains shall immediately cease and the Permittee shall immediately notify the medical examiner, Corps, and State Archaeologist within the same business day (8-hours). The Corps shall then notify the appropriate SHPO. Based on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend, or revoke the permit in accordance with 33 CFR Part 325.7. Such activity shall not resume without written authorization from the SHPO and from the Corps.
from the Corps.

9. Manatee Conditions: The Permittee shall comply with the “Standard Manatee Conditions for In-Water Work – 2011” (Attached). The most recent version of the Manatee Conditions must be utilized.

10. Lower Keys Marsh Rabbit and Silver Rice Rat Condition: This authorization contains an educational brochure published by the U.S. Fish and Wildlife Service (FWS) regarding the danger to several endangered species from the presence of free-roaming cats in the Florida Keys. Your property has been identified as being within the potential range for at least one of these listed species. Therefore, a copy of the brochure is enclosed for your reference and review. If you have any additional questions or concerns regarding this matter you may contact FWS by phone at (772) 562-3909 or visit their website at <http://www.fws.gov/verobeach/Index.html>.”

11. Eastern Indigo Snake Protection Measures and Inspection: Permittee shall comply with U.S. Fish and Wildlife Service's “Standard Protection Measures for the Eastern Indigo Snake” dated March 23, 2021, attached to this permit. All gopher tortoise burrows, active or inactive, shall be evacuated prior to site manipulation in the vicinity of the burrow. If excavating potentially occupied burrows, active or inactive, individuals must first obtain state authorization via a Florida Fish and Wildlife Conservation Commission (FWC) Authorized Gopher Tortoise Agent permit. The excavation method selected shall minimize the potential for injury of an indigo snake. The Permittee shall follow the excavation guidance provided in the most current FWC Gopher Tortoise Permitting Guidelines found at <http://myfwc.com/gophertortoise>. If an indigo snake is encountered, the snake must be allowed to vacate the area prior to additional site manipulation in the vicinity. Holes, cavities, and snake refugia other than gopher tortoise burrows shall be inspected each morning before planned site manipulation of a particular area, and if occupied by an indigo snake, no work shall commence until the snake has vacated the vicinity of the proposed work.

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12. Jacksonville District Programmatic Biological Opinion (JAXBO): Structures and activities authorized under this permit will be constructed and operated in accordance with all applicable PDCs contained in the JAXBO, based on the permitted activity. Johnson's seagrass and its critical habitat were delisted from the Endangered Species Act on May 16, 2022. Therefore, JAXBO PDCs required to minimize adverse effects to Johnson's seagrass and its critical habitat are no longer applicable to any project. Failure to comply with applicable PDCs will constitute noncompliance with this permit. In addition, failure to comply with the applicable PDCs, where a take of listed species occurs, would constitute an unauthorized take. The NMFS is the appropriate authority to determine compliance with the Endangered Species Act. The most current version of JAXBO can be accessed at the Jacksonville District Regulatory Division website in the Endangered Species section of the Sourcebook located at: <http://www.saj.usace.army.mil/Missions/Regulatory/SourceBook.aspx>

JAXBO may be subject to revision at any time. The most recent version of the JAXBO must be utilized during the design and construction of the permitted work.

13. Queen Conch Condition:

Permittee shall comply to the attached "Queen Conch Conditions," dated October 17, 2024" (See Attachment 2).

14. Proposed Species/Critical Habitat: The action falls within the range for the green sea turtle which is proposed critical habitat for the species under the Endangered Species Act. If the final critical habitat is designated and the authorized work has not been completed, the Permittee is required to stop work and ask the Corps to re-evaluate the effects of the permitted action on the green sea turtle critical habitat, and if needed, complete Section 7 consultation with the National Marine Fisheries Service to address potential impacts to the species critical habitat.

15. Mitigation Credit Purchase: Within 30 days from the date of initiating the authorized work, the Permittee shall provide written verification to the Corps that 0.0884-tidal federal mitigation credits have been purchased from the Keys Restoration Fund In-Lieu Fee Mitigation Program (SAJ-2012-02902) for 6,420-square feet of mangrove and saltmarsh wetland impacts. For questions regarding the purchase of credits from the Keys Restoration Fund, please contact Pamela Fetterman by email pfetterman@coastalresourcesgroup.org or by phone at 855-588-2100. The Permittee shall include a copy of the DA permit along with a check made payable to the Keys Restoration Fund (KRF). Please note that failure to mail a copy of the permit with the check may result in a delay of processing payment. Please note that failure to mail a copy of the permit with the check may result in a delay of processing payment. This DA

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PERMITTEE: Giraldo Family Living Trust 4/10/2018/ c/o Christian Giraldo

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permit number (SAJ-2010-02195) shall be written on the check. The payment can be mailed to the following address: Coastal Resources Group, Inc. c/o Pam Fetterman, PO Box 20376, Sarasota, FL 34276. The Permittee shall provide written verification of credit purchase to the Corps' Enforcement Section at 701 San Marco Boulevard, Jacksonville, Florida 32207-8175 or at SAJ-RD-Enforcement@usace.army.mil. The required verification shall reference this project's DA permit number (SAJ-2010-02195).

16. Fill Material: The Permittee shall use only clean fill material for this project. The fill material shall be free from items such as trash, debris, automotive parts, asphalt, construction materials, concrete block with exposed reinforcement bars, and soils contaminated with any toxic substance in toxic amounts, in accordance with Section 307 of the Clean Water Act.

17. Erosion Control: Prior to the initiation of any work authorized by this permit, the Permittee shall install erosion control measures along the perimeter of all work areas to prevent the displacement of fill material outside the work area into waters of the United States. The erosion control measures shall remain in place and be maintained until all authorized work is completed and the work areas are stabilized.

18. Wetland Avoidance Areas: The 2,015-square feet of jurisdictional mangrove wetlands, as shown (green-cross-hatched) on Sheet 2 of 5, of the attached work plans, date-stamped by the Corps on January 7th, 2025, by the Corps were avoided in accordance with the Section 404(b)(1) guidelines and Public Interest Review. Any proposed discharge of dredged or fill material to these areas would require re-evaluation for the Department of Army authorization.

19. Notice of Permit: The Permittee shall complete and record the "Notice of Department of the Army Authorization" form (attached) with the Clerk of the County Court, Registrar of Deeds or other appropriate official charged with the responsibility of maintaining records of title to or interest in real property within the county of the authorized activity. No later than 90 days from the effective date of this permit, the Permittee shall provide a copy of the recorded Notice of Permit to the Corps clearly showing a stamp from the appropriate official indicating the book and page at which the Notice of Permit is recorded in the official records and the date of recording.

Further Information:

1. Congressional Authorities: You have been authorized to undertake the activity described above pursuant to:

(X) Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403)

PERMIT NUMBER: SAJ-2010-02195-SP-GGM)

PERMITTEE: Giraldo Family Living Trust 4/10/2018/ c/o Christian Giraldo

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(X) Section 404 of the Clean Water Act (33 U.S.C. 1344)

() Section 103 of the Marine Protection, Research and Sanctuaries Act of 1972 (33 U.S.C. 1413)

() Section 14 of the Rivers and Harbors Act of 1899 (33 U.S.C. 408)

2. Limits of this authorization.

a. This permit does not obviate the need to obtain other Federal, State, or local authorizations required by law.

b. This permit does not grant any property rights or exclusive privileges.

c. This permit does not authorize any injury to the property or rights of others.

d. This permit does not authorize interference with any existing or proposed Federal projects.

3. Limits of Federal Liability. In issuing this permit, the Federal Government does not assume any liability for the following:

a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.

b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.

c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.

d. Design or construction deficiencies associated with the permitted work.

e. Damage claims associated with any future modification, suspension, or revocation of this permit.

4. Reliance on Applicant's Data: The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.

PERMIT NUMBER: SAJ-2010-02195-SP-GGM)

PERMITTEE: Giraldo Family Living Trust 4/10/2018/ c/o Christian Giraldo

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5. **Reevaluation of Permit Decision:** This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:

a. You fail to comply with the terms and conditions of this permit.

b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (see 4 above).

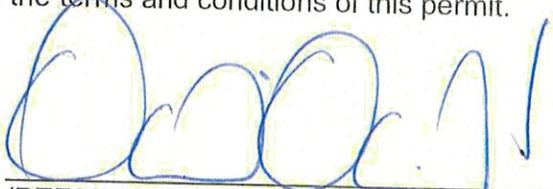
c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.

Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measures ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CFR 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.

6. **Extensions:** General Condition 1 establishes a time limit for the completion of the activity authorized by this permit. Unless there are circumstances requiring either a prompt completion of the authorized activity or a reevaluation of the public interest decision, the Corps will normally give favorable consideration to a request for an extension of this time limit.

PERMIT NUMBER: SAJ-2010-02195-SP-GGM)
PERMITTEE: Giraldo Family Living Trust 4/10/2018/ c/o Christian Giraldo
PAGE 10 of 12

Your signature below, as permittee, indicates that you accept and agree to comply with the terms and conditions of this permit.



(PERMITTEE)

January 13-2025

(DATE)

Christian Giraldo

(PERMITTEE NAME-PRINTED)

This permit becomes effective when the Federal official, designated to act for the Secretary of the Army, has signed below.

Maria
Digitally signed by
Maria Bezanilla
Bezanilla
Date: 2025.01.14
09:56:52 -05'00'

Date: January 14, 2025

For Brandon L. Bowman
Colonel, U.S. Army
District Commander

PERMIT NUMBER: SAJ-2010-02195-SP-GGM)
PERMITTEE: Giraldo Family Living Trust 4/10/2018/ c/o Christian Giraldo
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When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of this permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.

(TRANSFEREE-SIGNATURE)

(DATE)

(NAME-PRINTED)

(ADDRESS)

(CITY, STATE, AND ZIP CODE)

PERMIT NUMBER: SAJ-2010-02195-SP-GGM)
PERMITTEE: Giraldo Family Living Trust 4/10/2018/ c/o Christian Giraldo
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***Attachments to Department of the Army
Permit Number SAJ-2010-02195***

1. PERMIT DRAWINGS: 5 pages, dated January 7th, 2025
2. WATER QUALITY CERTIFICATION: Specific Conditions of the water quality permit/certification in accordance with General Condition number 5 on page 2 of this DA permit. 14 pages.
3. MANATEE CONDITIONS: 2 pages, *Standard Manatee Conditions for In-Water Work – 2011*
4. EASTERN INDIGO SNAKE CONDITIONS:
- 5.. CAT BROCHURE SPECIES CONDITIONS:
6. SELF-CERTIFICATION FORM: 1 page
7. QUEEN CONCH CONDITIONS
- 8 RECORD PERMIT FORM: 2 pages
9. COMMENCEMENT NOTIFICATION: 1 page
10. NOTICE OF PERMIT:
11. ADDITIONAL DOCUMENTS: as required

PROJECT LOCATION

PARCEL ID 00180340-000000
 BK 19 LT 22 CUTTHROAT HARBOR ESTATES PB-4-165
 SEC/TWP/RNG 28/66/28
 CUDJOE KEY
 LATITUDE: 24.660275°N LONGITUDE: 81.480595°W

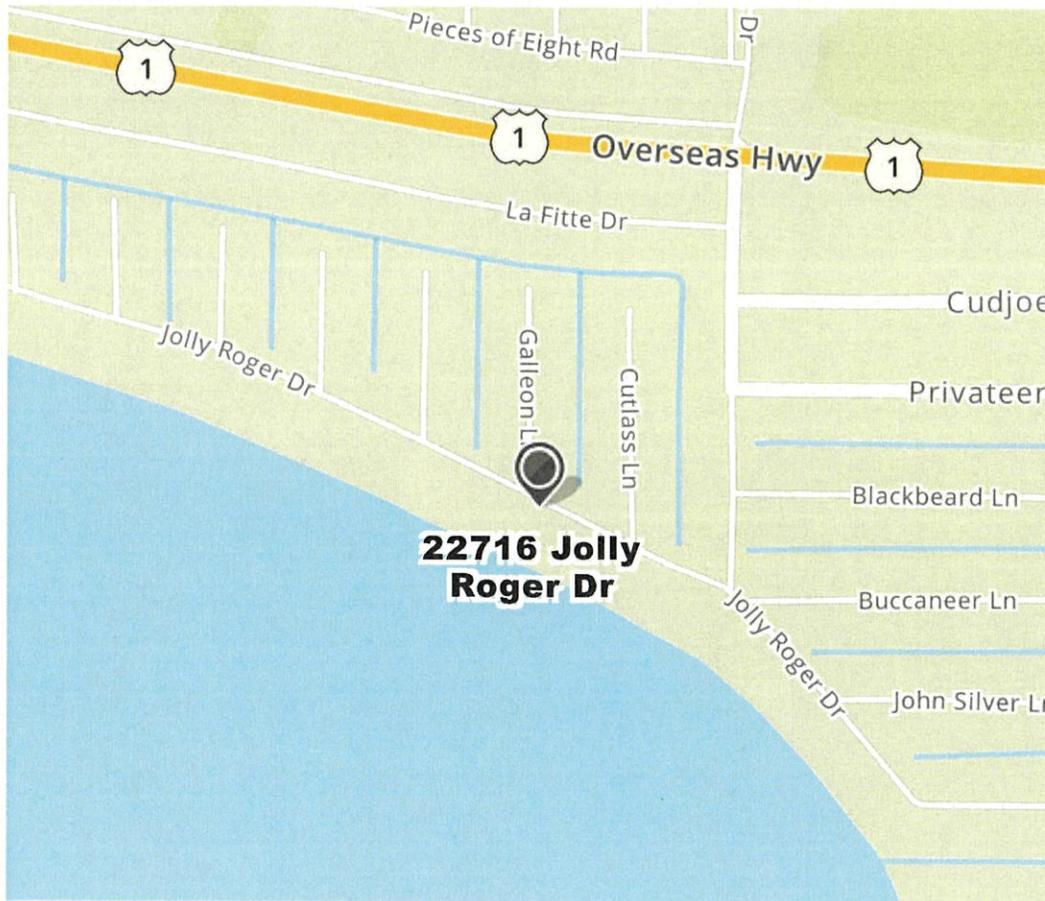
DIRECTIONS:

US HIGHWAY NO 1 SOUTH TO MM 23±. LEFT ON
 CUTTHROAT DR. RIGHT ON JOLLY ROGER DR.
 PROPERTY ADDRESS: 22716 JOLLY ROGER DR

ADJOINING OWNERS

ROBERT SIGLER
 22726 JOLLY ROGER DR
 SUMMERLAND KEY, FL 33042

MARTIN E WISCHHUSEN
 MIA SHAUGHNESSY
 22684 JOLLY ROGER DR
 SUMMERLAND KEY, FL 33042



USACE SAJ-2010-02195-(SP-GGM).
Page 1 of 5. January 7th, 2025.

REVISIONS:

LOCATION & VICINITY MAP
 SCALE: AS SHOWN

FILL FOR RESIDENCE & DOCK - 22716 JOLLY ROGER DRIVE
 FOR GIRALDO FAMILY LIVING TRUST 4/10/2018 LLC
 CUDJOE KEY, MONROE COUNTY, FL

GLEN BOE AND ASSOCIATES, INC. # 4061
 5800 OVERSEAS HIGHWAY, SUITE 4, MARATHON, FL 33060
 Telephone (305) 743-9121 Fax (305) 743-9197
 Email: glenboe@bellsouth.net

DATE: 07/11/22

SITE PLAN

SCALE: 1" = 30'



LOT 23

PROPOSED DRIVEWAY
(DESIGN BY OTHERS)

JOLLY ROGER DRIVE

EDGE OF PAVEMENT

LOT 21

PROPOSED RESIDENCE
(DESIGN BY OTHERS)

PARCEL ID
00180340-000000
BK 19 LT 22
CUTTHROAT HARBOR EST
PB-4-165

SHADING INDICATES PROPOSED FILL FOR RESIDENCE & APPURTENANCES. 6,420±SF/400±CY PROVIDE BOULDERS TO RETAIN FILL. PROVIDE TEMPORARY FILTER FABRIC FENCE DURING CONSTRUCTION.

BEGIN MANGROVE ROOTS

HATCHING INDICATES ACOE AVOIDED AREA 2,015±SF

END MANGROVE ROOTS
PROPERTY LINE EXTENDED

HATCHING INDICATES PROPOSED DOCK
4'x40' ACCESS WALK, 5'x50' PLATFORM
(SEE FRAMING PLAN & SECTION FOR
CONSTRUCTION DETAILS) 410±SF

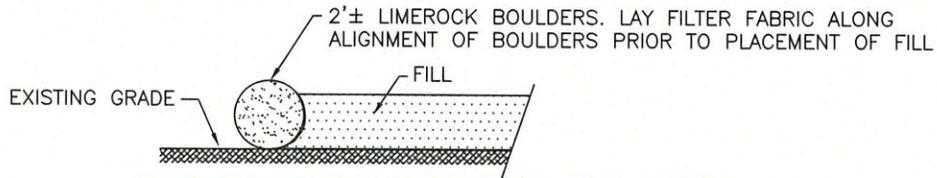
CHANNEL

EXISTING CONCRETE RETAINING
WALL ON LOT 21

TOP OF CHANNEL CUT

PROPERTY LINE EXTENDED

SACARMA BAY



USACE SAJ-2010-02195-(SP-GGM).
Page 2 of 5 January 7th, 2025.

FILL (SECTION)
SCALE: 3/16" = 1'-0"

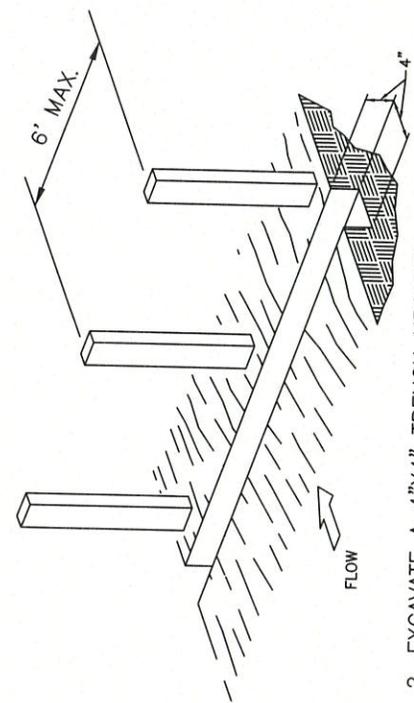
REVISIONS:

CERTIFIED BY:
SEAN KIRWAN, P.E. #57506

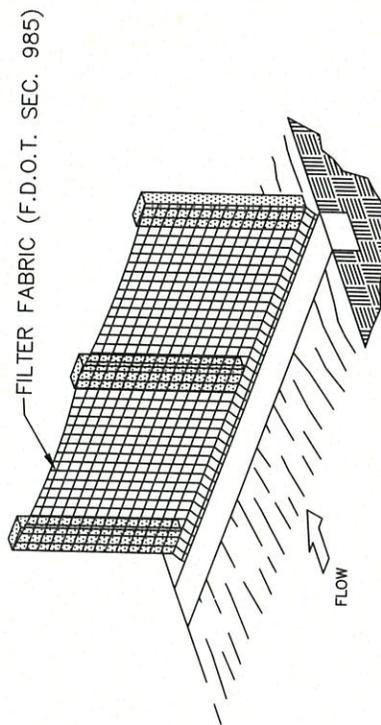
FILL FOR RESIDENCE & DOCK - 22716 JOLLY ROGER DRIVE
FOR GIRALDO FAMILY LIVING TRUST 4/10/2018 LLC
CUDJOE KEY, MONROE COUNTY, FL

GLEN BOE AND ASSOCIATES, INC. # 4061
5800 OVERSEAS HIGHWAY, SUITE 4, MARATHON, FL 33050
Telephone (305) 743-9121 Fax (305) 743-9197
Email: glenboe@bellsouth.net

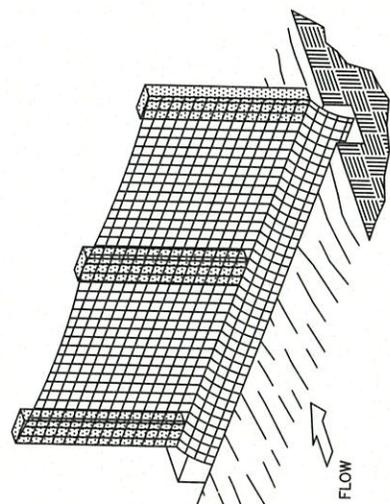
DATE: 07/11/22



1. SET THE STAKES



2. EXCAVATE A 4"x4" TRENCH UPSLOPE ALONG THE LINE OF STAKES.



3. STAPLE FILTER MATERIAL TO STAKES AND EXTEND IT INTO THE TRENCH.

4. BACKFILL AND COMPACT THE EXCAVATED SOIL.

F.D.O.T. TYPE III FILTER FENCE

USACE SAJ-2010-02195-(SP-GGM).
Page 3 of 5. January 7th, 2025.

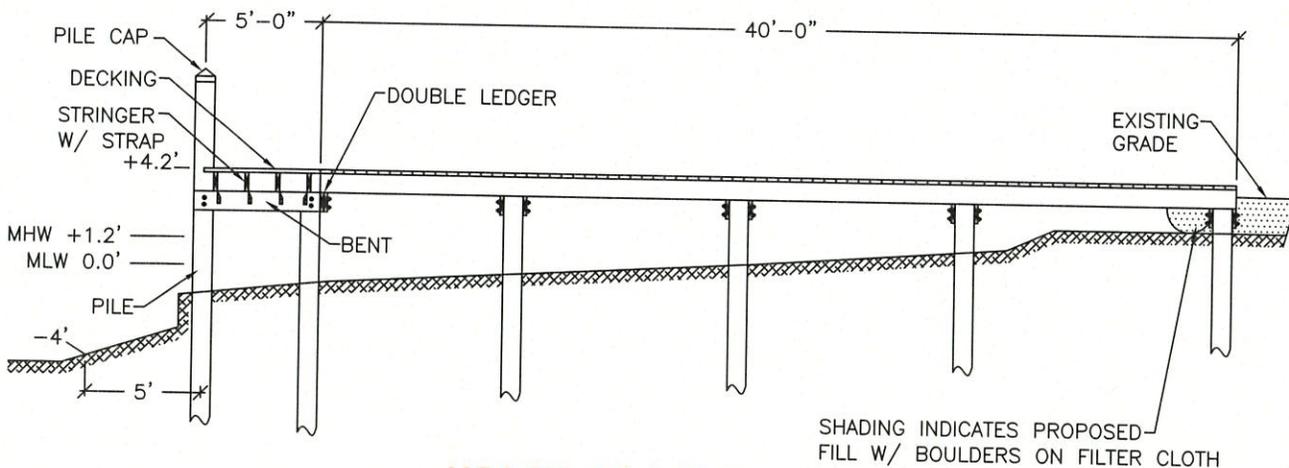
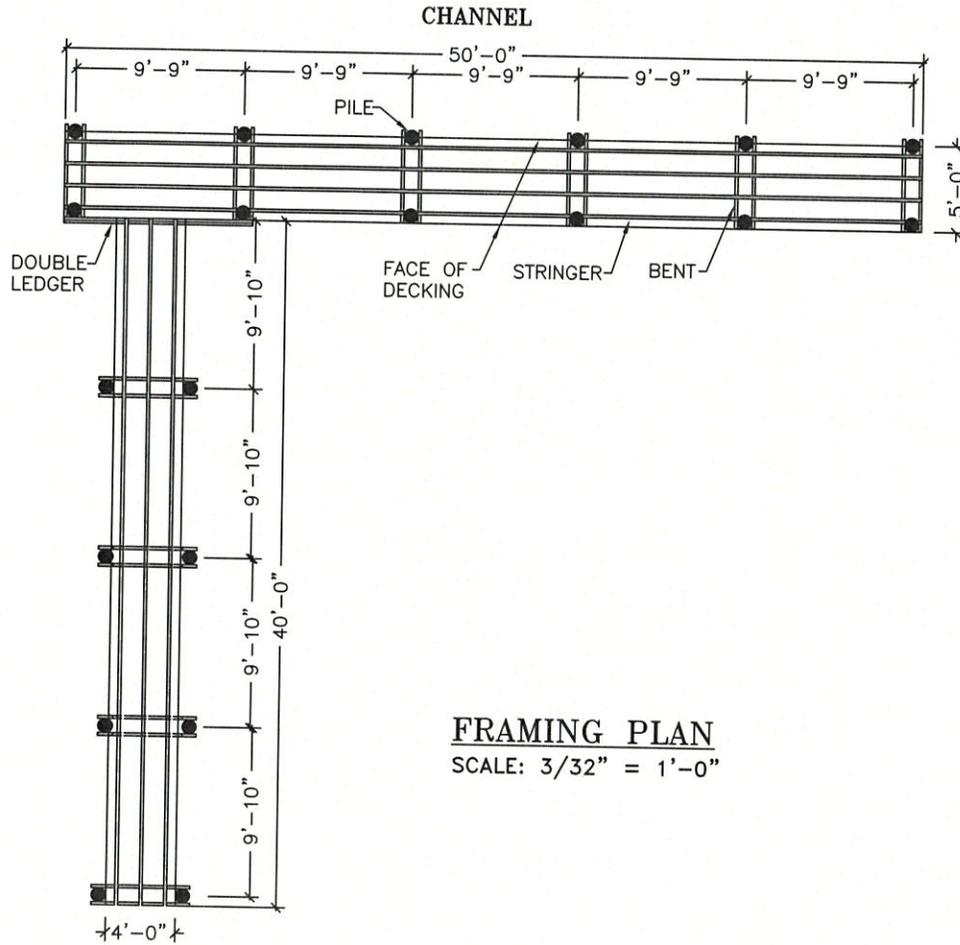
REVISIONS:

FILL FOR RESIDENCE & DOCK - 22716 JOLLY ROGER DRIVE
FOR GIRALDO FAMILY LIVING TRUST 4/10/2018 LLC
CUDJOE KEY, MONROE COUNTY, FL

GLEN BOE AND ASSOCIATES, INC. # 4061
5800 OVERSEAS HIGHWAY, SUITE 4, MARATHON, FL 33050
Telephone (305) 743-9121 Fax (305) 743-9197
Email: glenboe@bellsouth.net

DATE: 07/11/22

CERTIFIED BY:
SEAN KIRWAN, P.E. #57506



USACE SAJ-2010-02195-(SP-GGM).
ELEVATION
Page 4 of 5. January 7th, 2025.
SCALE: 1/8" = 1'-0"

REVISIONS:

CERTIFIED BY:
SEAN KIRWAN, P.E. #57506

FILL FOR RESIDENCE & DOCK - 22716 JOLLY ROGER DRIVE
FOR GIRALDO FAMILY LIVING TRUST 4/10/2018 LLC
CUDJOE KEY, MONROE COUNTY, FL

GLEN BOE AND ASSOCIATES, INC. # 4061
5600 OVERSEAS HIGHWAY, SUITE 4, MARATHON, FL 33950
Telephone (305) 743-9121 Fax (305) 743-9197
Email: glenboe@bellsouth.net

DATE: 07/11/22

CONSTRUCTION NOTES:

1. CONTRACTOR SHALL OBTAIN ALL APPLICABLE PERMITS PRIOR TO COMMENCING WORK. THE REQUIREMENTS OF THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, THE ARMY CORPS OF ENGINEERS & LOCAL REGULATIONS SHALL GOVERN ALL WORK.
2. WORK SHOWN ON DRAWINGS IS DESIGNED IN ACCORDANCE WITH THE FLORIDA BUILDING CODE 2020. FOLLOW ALL APPLICABLE PROVISIONS FOR ALL PHASES OF CONSTRUCTION. THE PROPOSED STRUCTURE(S) IS DESIGNED FOR A MINIMUM LIVE LOAD OF 40 PSF/DEAD LOAD 10 PSF, 180 MPH (3 SECOND GUST), EXPOSURE D, ASCE 7-16.
3. CONTRACTOR SHALL ADHERE TO THE STANDARD MANATEE CONSTRUCTION CONDITIONS (LATEST EDITION). IF NEEDED, THE CONTRACTOR CAN CONTACT THE ARMY CORPS OF ENGINEERS OR THIS OFFICE TO OBTAIN A COPY OF THE STANDARD MANATEE CONSTRUCTION CONDITIONS.
4. BEST MANAGEMENT PRACTICES, INCLUDING THE USE OF TURBIDITY SCREENS, ARE REQUIRED TO ISOLATE THE CONSTRUCTION AREA FROM THE ADJACENT WATERS. CONTRACTOR SHALL INSTALL TURBIDITY SCREENS AROUND THE IMMEDIATE PROJECT AREA PRIOR TO CONSTRUCTION. THE TURBIDITY SCREENS REMAIN IN PLACE UNTIL WATER QUALITY CONDITIONS RETURN TO PRECONSTRUCTION CONDITIONS. WATER QUALITY MONITORING SHALL ADHERE TO STATE REGULATIONS.
5. ELECTRIC & WATER (DESIGN PROVIDED BY OTHERS) SHALL BE PROVIDED AS DIRECTED BY OWNER. CONTRACTOR SHALL COORDINATE FINAL LOCATION OF ALL PROPOSED UTILITIES WITH OWNER PRIOR TO CONSTRUCTION.
6. CONTRACTOR SHALL FIELD VERIFY DIMENSIONS & WATER DEPTHS PRIOR TO CONSTRUCTION. ANY DISCREPANCIES ON THE DRAWINGS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER BEFORE COMMENCING WORK.
7. THE STRUCTURAL INTEGRITY OF THE COMPLETED STRUCTURE DEPENDS ON INTERACTION OF VARIOUS CONNECTED COMPONENTS. PROVIDE ADEQUATE BRACING, SHORING, AND OTHER TEMPORARY SUPPORTS AS REQUIRED TO SAFELY COMPLETE THE WORK.
8. EXERCISE EXTREME CARE AND CAUTION WHEN EXCAVATING AND FILLING ADJACENT TO EXISTING STRUCTURES. UNDER NO CIRCUMSTANCES SHALL THE STRUCTURAL INTEGRITY OF THE EXISTING STRUCTURES BE IMPAIRED IN ANY WAY BY CONSTRUCTION OPERATIONS AND PROCEDURES. DO NOT EXCAVATE OR DISTURB SOIL ADJACENT TO OR BENEATH EXISTING FOOTINGS.
9. CONTRACTOR SHALL COORDINATE INSTALLATION OF CLEATS, LADDERS, PILE CAPS, AND OTHER DOCK ACCESSORIES WITH OWNER PRIOR TO CONSTRUCTION. ALL DOCK ACCESSORIES SHALL BE INSTALLED PER MANUFACTURER'S SPECIFICATIONS. STAINLESS STEEL HARDWARE SHALL BE USED FOR ALL CONNECTIONS TO DOCK.
10. FOR OPEN WATER DOCKS PROVIDE REFLECTORS ON EACH SIDE OF WALKWAY EVERY 50' AND ON EACH END OF THE TERMINAL PLATFORM.

PILES:

DOCK PILES SHALL BE ROUND SOUTHERN PINE AND SHALL CONFORM TO ASTM D 25, UNUSED, CLEAN PEELED, UNIFORMLY TAPERED, ONE PIECE FROM BUTT TO TIP. PILES SHALL BE PRESSURE TREATED IN CONFORMANCE WITH AWPA C3 AND C18 FOR MARINE PILES. THE MINIMUM BUTT DIAMETER SHALL BE 10 INCHES, MEASURED AT A SECTION 3 FEET FROM THE END. FOR PILES UP TO 50 FEET IN LENGTH THE MINIMUM TIP DIAMETER SHALL BE 8 INCHES.

OR

DOCK PILES SHALL BE 6061-T6 MARINE GRADE 4.5" O.D. SCHEDULE 40 ALUMINUM PIN PILE W/ 5" VINYL SLEEVE.

BOAT LIFT PILES SHALL BE ROUND SOUTHERN PINE AND SHALL CONFORM TO ASTM D 25, UNUSED, CLEAN PEELED, UNIFORMLY TAPERED, ONE PIECE FROM BUTT TO TIP. PILES SHALL BE PRESSURE TREATED IN CONFORMANCE WITH AWPA C3 AND C18 FOR MARINE PILES. THE MINIMUM BUTT DIAMETER SHALL BE 12 INCHES, MEASURED AT A SECTION 3 FEET FROM THE END. FOR PILES UP TO 50 FEET IN LENGTH THE MINIMUM TIP DIAMETER SHALL BE 9 INCHES.

A STRAIGHT LINE DRAWN FROM THE CENTER OF THE BUTT TO THE CENTER OF THE TIP SHALL NOT, AT ANY POINT, FALL FURTHER AWAY FROM THE CENTER OF THE PILE THAN A DISTANCE EQUAL TO 1% OF THE LENGTH OF THE PILE.

WOOD PILES SHALL BE SET IN PREDRILLED OR PREPUNCHED HOLES AND DRIVEN TO PENETRATE FIRM ROCK 7' MIN.

METAL PILES SHALL BE DRIVEN WITH A VIBRATORY HAMMER 7' MIN. INTO FIRM ROCK.

PILES SHALL BE SPACED @ MAXIMUM OF 10' O.C. UNLESS OTHERWISE SHOWN.

DO NOT DRIVE PILES WITHIN 20 FEET OF CONCRETE LESS THAN SEVEN DAYS OLD.

CONTRACTOR SHALL INVESTIGATE ANY SUDDEN DECREASE IN DRIVING RESISTANCE FOR POSSIBLE BREAKAGE OF THE PILE. IF SUDDEN DECREASE IN DRIVING RESISTANCE CANNOT BE CORRELATED TO BORING DATA OR SOME INCIDENT IN THE DRIVING, AND IF THE PILE CANNOT BE INSPECTED, SUCH DECREASE IN DRIVING RESISTANCE MAY BE CAUSE FOR REJECTION OF THE PILE.

RE-DRIVE ANY PILE WHICH IS RAISED DURING DRIVING OF ADJACENT PILES, TO THE ORIGINAL TIP ELEVATION.

HEIGHT OF PILES SHALL BE FIELD DETERMINED BY OWNER. CUT OFF PILES AT TOP ELEVATION DIRECTED BY THE OWNER. REPLACE OR REPAIR PILES WHICH ARE DAMAGED WHEN CUT OFF.

PILES SHALL DEVIATE FROM PLUMB AND ANGLE OF BATTER NO MORE THAN 1/4 INCH PER FOOT OF PILE LENGTH, BUT NOT MORE THAN 6 INCHES OVERALL. PILES SHALL NOT DEVIATE FROM LOCATION OF PILE TOP MORE THAN 6 INCHES.

TIMBER PILES NOT MEETING ASTM D25 REQUIREMENTS WILL BE REJECTED. REMOVE SUCH PILES FROM THE SITE AND REPLACE WITH SOUND PILES. PILES BROKEN UNDER DRIVING STRESSES MAY BE CUT OFF AND LEFT IN PLACE IF APPROVED BY THE DESIGN ENGINEER FOR THE LOCATION. OTHERWISE THEY SHALL BE EXTRACTED AND REMOVED FROM THE SITE.

REMOVE CUTOFF SECTIONS OF PILES FROM THE SITE AND LEGALLY DISPOSE.

LUMBER, DECKING, & FASTENERS:

ALL BENTS AND STRINGERS SHALL BE SOUTHERN PINE NO. 2. LUMBER SHALL BE PRESSURE TREATED PER AWPA UC4B SPECIFICATIONS. MINIMUM RETENTION OF CCA SHALL BE 0.60 POUNDS/CUBIC FOOT.

ALL DECKING SHALL BE SOUTHERN PINE NO. 1 WITH ROUNDED EDGES. LUMBER SHALL BE PRESSURE TREATED. MINIMUM RETENTION OF ACQ SHALL BE 0.40 POUNDS/CUBIC FOOT. ATTACH DECKING TO EACH STRINGER WITH TWO #10 3" STAINLESS STEEL DECK SCREWS AT EACH CONNECTION POINT. PRESSURE TREATED DECKING MAY BE SUBSTITUTED WITH SYNTHETIC DECKING OR FIBERGLASS GRATING AS DIRECTED BY OWNER. SYNTHETIC DECKING & FIBERGLASS GRATING SHALL BE CAPABLE OF SUPPORTING THE LIVE LOAD & DEAD LOAD LISTED ABOVE AND BE INSTALLED PER MANUFACTURER'S SPECIFICATIONS. CONTRACTOR SHALL PROVIDE ADDITIONAL STRINGERS AS NEEDED TO MEET MANUFACTURER'S SPECIFICATIONS.

STRINGERS: 2x10 @ 16" CENTERS MAX. (Fb=800 MIN.)

BENTS: 2x10 (Fb=800 MIN.)

DECKING: 2x6 (1/2" SPACING) (Fb=1,350 MIN.)

ATTACH BENTS TO PILING WITH TWO 5/8" 316 STAINLESS STEEL BOLTS, WASHERS, AND NUTS AT EACH CONNECTION POINT. BORE HOLES SHALL BE 1/16 INCH GREATER IN DIAMETER THAN THE BOLT. UPON COMPLETION OF THE INSTALLATION, CHECK ALL NUTS FOR TIGHTNESS. PROVIDE SLEEVE FOR BOLTS TO PREVENT CONTACT WITH LUMBER. SLEEVE MAY BE SUBSTITUTED BY APPLICATION OF RUSTOLEUM LEAKSEAL OR EQUAL AT CONTACT POINTS.

ATTACH EACH STRINGER TO EACH BENT WITH STAINLESS STEEL STRAPS AT EACH CONTACT POINT. PROVIDE SIMPSON STRONG-TIE LTS12, ALPINE MTS12, OR APPROVED EQUAL. ALL CONNECTORS SHALL BE HEAVY DUTY TYPE FOR MARINE ENVIRONMENT APPLICATIONS.

LAY THE PLANKS WITH THE BEST SIDE UP AND WITH ADJACENT EDGES IN CONTACT UNLESS OTHER SPACING SPECIFIED.

PERFORM COUNTERSINKING WHEREVER THE HEADS OF SCREWS OR BOLTS WOULD OTHERWISE INTERFERE WITH THE ASSEMBLY OF THE WORK.

REVISIONS:

CERTIFIED BY:
SEAN KIRWAN, P.E. #57506

FILL FOR RESIDENCE & DOCK - 22716 JOLLY ROGER DRIVE
FOR GIRALDO FAMILY LIVING TRUST 4/10/2018 LLC
CUDJOE KEY, MONROE COUNTY, FL

GLEN BOE AND ASSOCIATES, INC. # 4061
5800 OVERSEAS HIGHWAY, SUITE 4, MARATHON, FL 33050
Telephone (305) 743-9121 Fax (305) 743-9197
Email: glenboe@bellsouth.net

DATE: 07/11/22

USACE SAJ-2016-02195-(SP-GGM)
Page 5 of 5, January 7th, 2025



Above photos provided by U.S. Fish and Wildlife Service

In 2010, the U.S. Fish and Wildlife Service issued a Biological Opinion that determined free-roaming cats may result in the extinction of the endangered Key Largo Woodrat, Key Largo Cotton Mouse, and the Lower Keys Marsh Rabbit. In addition, they may further reduce the population of the threatened Silver Rice Rat.

Additional Resources:

Florida Keys SPCA, Key West:
305-294-4857 or www.fkspca.org
Humane Animal Care Coalition,
Key Largo: 305-451-0088
Safe Harbor Animal Rescue of the Keys
(SHARK): 305-743-4800
American Bird Conservancy:
www.abcbirds.org
American Soc. for the Prevention of Cruelty
to Animals (ASPCA): www.aspc.org
Our Animal Family:
www.ouranimalfamily.org
Monroe County
Department of Planning & Environmental
Resources (305) 289-2502
FEMA and the U.S. Fish and Wildlife Service do not
endorse any non-federal organizations.



Free-roaming cats in the Florida Keys



KEEP CATS INDOORS

Keeping your cat indoors is much safer for both your pet and the local wildlife and birds.



* This photo is protected per a Wikipedia Commons license

What is a free-roaming cat?

A free-roaming cat is defined as a cat living outdoors at least part of the time. This may be a pet cat that is allowed to spend time outdoors, a lost or abandoned cat, a tame cat with no owner, or a feral cat.

Why are free-roaming cats a concern?

Free-roaming cats may injure or kill several species of endangered Keys mammals, of which few remain in the wild, as well as other native wildlife and birds.

There are estimated to be thousands of free-roaming cats in the Florida Keys.

A well-fed cat can still kill small mammals and birds due to its predatory instinct.

Free-roaming cats carry and spread many feline diseases, such as rabies, Feline Leukemia, FIV, heartworms, hookworms, and toxoplasmosis. Some diseases can be transmitted to other wildlife, pets, and people. (www.cdc.gov/healthypets/animals/cats.htm)

Free roaming cats are exposed to harsh weather and storms.

After a feral cat is trapped to be vaccinated or neutered, it may be resistant to trapping for future veterinary care, leaving it at risk for many diseases.

Indoor cats live healthier, longer lives.

What can I do to help protect the Key Largo Woodrat, Key Largo Cotton Mouse and Lower Keys Marsh Rabbit, as well as other wild creatures in the Keys?

- **Keep your cat indoors**
- **Never abandon your cat**
- **Spay or neuter your cat**
- **Do not feed cats or other wild animals outdoors**
- **Make sure your cat has fun indoor play opportunities**
- **Support local animal shelters and pet adoption programs**
- **Comply with all local animal laws**
- **Watch for animals while driving**
- **Plant native vegetation**
- **Secure your trash**

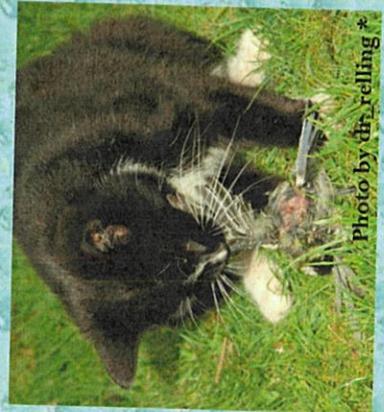


Photo by dr. reiling *

The U.S. Fish and Wildlife Service, Federal Emergency Management Agency, and federally threatened and endangered species



Photo by dr. reiling *

In 2011, the U.S. District Court for the Southern District of Florida ordered FEMA to consult with U.S. Fish and Wildlife Service on FEMA's issuance of flood insurance, which the Court said encouraged development in the Keys. This increased development was linked to greater numbers of free-roaming cats and their predation on federally threatened and endangered mammals. Consequently, FEMA, FWS, and the communities participating in the National Flood Insurance Program must work together to protect the Lower Keys Rabbit, Key Largo Woodrat, Key Largo Cotton Mouse, Silver Rice Rat and other federally threatened and endangered animals and plants in the Florida Keys.

For more information on what you can do to protect listed species in the Keys, visit <http://www.fws.gov/verobeach/ConservationintheKeys.html>

For more information on free-roaming cats, contacts are provided on the back page.

STANDARD MANATEE CONDITIONS FOR IN-WATER WORK
2011

The permittee shall comply with the following conditions intended to protect manatees from direct project effects:

- a. All personnel associated with the project shall be instructed about the presence of manatees and manatee speed zones, and the need to avoid collisions with and injury to manatees. The permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing manatees which are protected under the Marine Mammal Protection Act, the Endangered Species Act, and the Florida Manatee Sanctuary Act.
- b. All vessels associated with the construction project shall operate at "Idle Speed/No Wake" at all times while in the immediate area and while in water where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.
- c. Siltation or turbidity barriers shall be made of material in which manatees cannot become entangled, shall be properly secured, and shall be regularly monitored to avoid manatee entanglement or entrapment. Barriers must not impede manatee movement.
- d. All on-site project personnel are responsible for observing water-related activities for the presence of manatee(s). All in-water operations, including vessels, must be shutdown if a manatee(s) comes within 50 feet of the operation. Activities will not resume until the manatee(s) has moved beyond the 50-foot radius of the project operation, or until 30 minutes elapses if the manatee(s) has not reappeared within 50 feet of the operation. Animals must not be herded away or harassed into leaving.
- e. Any collision with or injury to a manatee shall be reported immediately to the Florida Fish and Wildlife Conservation Commission (FWC) Hotline at 1-888-404-3922. Collision and/or injury should also be reported to the U.S. Fish and Wildlife Service in Jacksonville (1-904-731-3336) for north Florida or Vero Beach (1-772-562-3909) for south Florida, and to FWC at ImperiledSpecies@myFWC.com
- f. Temporary signs concerning manatees shall be posted prior to and during all in-water project activities. All signs are to be removed by the permittee upon completion of the project. Temporary signs that have already been approved for this use by the FWC must be used. One sign which reads *Caution: Boaters* must be posted. A second sign measuring at least 8 ½" by 11" explaining the requirements for "Idle Speed/No Wake" and the shut down of in-water operations must be posted in a location prominently visible to all personnel engaged in water-related activities. These signs can be viewed at MyFWC.com/manatee. Questions concerning these signs can be sent to the email address listed above.

CAUTION: MANATEE HABITAT

All project vessels

IDLE SPEED / NO WAKE

When a manatee is within 50 feet of work
all in-water activities must

SHUT DOWN

Report any collision with or injury to a manatee:



Wildlife Alert:

1-888-404-FWCC(3922)

cell *FWC or #FWC

**U.S. Army Corps of Engineers, Jacksonville District
Regulatory Division & Caribbean District, Regulatory and Operations
Division**

Queen Conch (*Aliger gigas*) Permit Conditions

October 17, 2024

These permit conditions were developed in reference to the *Queen Conch Survey, Construction Conditions, Relocation and Reporting Guidelines, NOAA Fisheries Southeast Regional Office, September 2024*

1. **Pre-construction survey:** The Permittee must conduct a pre-construction survey prior to initiating work. The pre-construction survey will include the entire project area plus a 12m (39ft)² buffer around the limits of construction (Figure 1). If no queen conch are found in the pre-construction survey area, it is extremely unlikely they will move into the area within a 90 day period. Therefore, work may begin and the survey will remain valid for all in-water work below MHW for 90 days from the start date of the survey. If the in-water construction/activities extend beyond the 90-day timeframe, then another survey will be required, which would then cover an additional 90 days, assuming no queen conch are found. The survey must be conducted following the methods described in Figure 2.
2. **During-construction survey:** If one or more queen conch are found during the pre-construction survey, the following “during-construction” surveys may be necessary to assure queen conch are not impacted by the construction activities. The Permittee shall conduct surveys following the Queen Conch Survey Methods (Figure 2) with the following survey area, depending on the frequency of the surveys:
 - i. **Initial Survey:** Must be conducted prior to the start of in-water work and cover the project footprint plus a buffer of 12m (39ft) around the entire project footprint.
 - ii. **Repeated Surveys:**
 - o **Daily surveys:** Must cover the buffer area [i.e., from the project footprint perimeter plus 12m (39ft)]; or
 - o **Every other day:** Must cover 12m (39ft) in each direction around the project footprint perimeter [i.e., a total of 24m (78ft), or 12m (39ft) outside the project footprint perimeter and 12m (39ft) inside the perimeter]; or
 - o **Every third day:** Must cover 24m (78ft) in each direction around the project footprint perimeter [i.e., a total of 48m (156ft), or 24m (78ft) outside the project footprint perimeter and 24m (78ft) inside the perimeter].
 - o ***Surveys may not be conducted less frequently than every third work day, but may be discontinued during breaks of in-water work. If surveys are discontinued, a new**

Initial Survey must be conducted, followed by Repeated Surveys according to the schedule above.

During-Construction Survey Results and Construction Conditions:

- If no queen conch are found in the Initial Survey, proceed with in-water work along with the selected "Repeated Survey" above
- If one or more queen conch are found within the survey area, all in-water work below MHWL may not begin until queen conch found in the survey area move of their own volition, beyond the project footprint perimeter, as buffered by the number of days until the next during-construction survey. For example, if the next during-construction survey is not planned for 2 days, the conch must move $12\text{m} \times 2 = 24\text{m}$ beyond the survey perimeter. If and when this condition is satisfied, construction may begin or resume, with ongoing during-construction surveys.

Pre-Construction Survey Area – Marine waters covered by the project footprint (i.e., the immediate area directly impacted by the project, not including broader areas indirectly affected by noise or vessel transit routes) with a buffer of 12m (39ft) around the perimeter in all directions (see Figure 1).

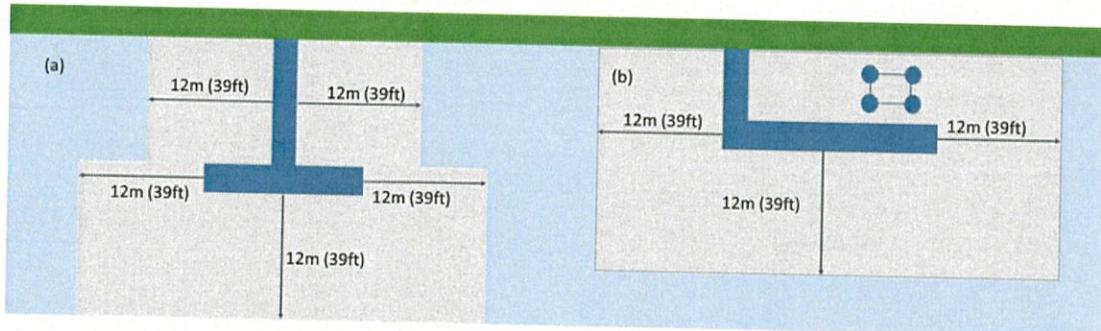
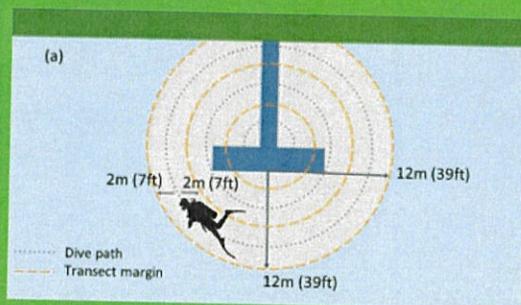


Figure 1. Survey Area including Buffer – (a) Example of a T-shaped dock (dark blue) with a 12m (39ft) buffer area (grey) surrounding the project footprint. (b) Example of a marginal L-shaped dock and boat lift (dark blue) with a 12m (39ft) buffer area surrounding the project footprint. Shoreline shown in green. Images not to scale.

Queen Conch Survey Methods – Surveys may be conducted using **radial** or **belt transect** survey methods, providing 100% coverage of survey area.

- For projects in waters less than 100ft deep, a survey shall be done by qualified individuals able to identify queen conch.
- For deeper projects or in areas where dive safety may be of concern (e.g. areas of high vessel traffic), a camera may be used to survey for queen conch. Camera and video footage must be of high resolution with an HD form 30 or above.

Radial surveys may be done for in-water projects provided the project footprint does not follow a linear trajectory along the coastline. Radial surveys are done following the roving dive survey method, expanding out in concentric circles. The transect width between concentric circles will be subject to visibility conditions; however, the width shall not exceed 2m (7ft) left and right of the surveyor.



Belt transect surveys may be done for any project layout, including shoreline projects that follow a linear trajectory along the coastline (e.g. seawalls, revetments). Belt transect surveys shall follow the same protocol outlined for the radial survey, with divers surveying a maximum distance of 2m (7ft) left and right of the belt transect.

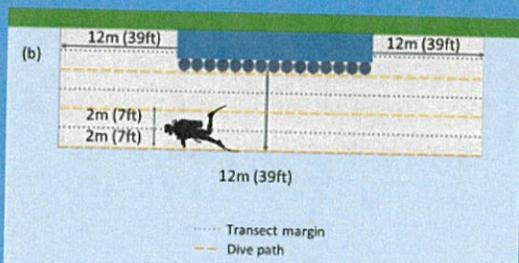


Figure 2: Queen conch survey method protocol

3. **Reporting:** All surveys must be sent to the Reporting Address identified in the Special Conditions of the permit within 30 days from completing the survey. Reports must include at least the minimum:

- a. Permit number (SAJ-XXXX-XXXXX or SAA-XXXX-XXXXX)
- b. Surveyor Name and Contact Information
- c. Date and Time survey conducted
- d. Type of survey conducted (Pre-Construction, During-Construction: Initial, During-Construction: Repeat)
- e. Methods used (Radial or Belt transect)
- f. Results (if queen conch found, # of individuals)
- g. Strongly preferred but not required: photographs, site aerial with location points of queen conch (if found), description of site conditions, and other noteworthy resources/species observed

When submitting the report, please utilize the following naming convention: "Queen conch survey SAJ-XXXX-XXXXX or SAA-XXXX-XXXXX)" in the subject line.

STANDARD PROTECTION MEASURES FOR THE EASTERN INDIGO SNAKE U.S. Fish and Wildlife Service

March 23, 2021

The eastern indigo snake protection/education plan (Plan) below has been developed by the U.S. Fish and Wildlife Service (USFWS) in Florida and Georgia for use by applicants and their construction personnel. At least **30 days prior** to any clearing/land alteration activities, the applicant shall notify the appropriate USFWS Field Office via e-mail that the Plan will be implemented as described below (North Florida Field Office: jaxregs@fws.gov; South Florida Field Office: verobeach@fws.gov; Panama City Field Office: panamacity@fws.gov; Georgia Field Office: gaes_assistance@fws.gov). As long as the signatory of the e-mail certifies compliance with the below Plan (including use of the attached poster and brochure), no further written confirmation or approval from the USFWS is needed and the applicant may move forward with the project.

If the applicant decides to use an eastern indigo snake protection/education plan other than the approved Plan below, written confirmation or approval from the USFWS that the plan is adequate must be obtained. At least 30 days prior to any clearing/land alteration activities, the applicant shall submit their unique plan for review and approval. The USFWS will respond via e-mail, typically within 30 days of receiving the plan, either concurring that the plan is adequate or requesting additional information. A concurrence e-mail from the appropriate USFWS Field Office will fulfill approval requirements.

The Plan materials should consist of: 1) a combination of posters and pamphlets (see **Poster Information** section below); and 2) verbal educational instructions to construction personnel by supervisory or management personnel before any clearing/land alteration activities are initiated (see **Pre-Construction Activities** and **During Construction Activities** sections below).

POSTER INFORMATION

Posters with the following information shall be placed at strategic locations on the construction site and along any proposed access roads (a final poster for Plan compliance, to be printed on 11 x 17in or larger paper and laminated, is attached):

DESCRIPTION: The eastern indigo snake is one of the largest non-venomous snakes in North America, with individuals often reaching up to 8 feet in length. They derive their name from the glossy, blue-black color of their scales above and uniformly slate blue below. Frequently, they have orange to coral reddish coloration in the throat area, yet some specimens have been reported to only have cream coloration on the throat.

These snakes are not typically aggressive and will attempt to crawl away when disturbed. Though indigo snakes rarely bite, they should NOT be handled.

SIMILAR SNAKES: The black racer is the only other solid black snake resembling the eastern indigo snake. However, black racers have a white or cream chin, thinner bodies, and WILL BITE if handled.

LIFE HISTORY: The eastern indigo snake occurs in a wide variety of terrestrial habitat types throughout Florida and Georgia. Although they have a preference for uplands, they also utilize some wetlands and agricultural areas and often move seasonally between upland and lowland habitats, particularly in the northern portions of its range (North Florida and Georgia). Eastern indigo snakes will often seek shelter inside gopher tortoise burrows and other below- and above-ground refugia, such as other animal burrows, stumps, roots, and debris piles. Reliance on xeric sandhill habitats throughout the northern portion of the range in northern Florida and Georgia is due to the dependence on gopher tortoise burrows for shelter during winter. Breeding occurs during October through February. Females may lay from 4 - 12 white eggs as early as April through June, with young hatching in late July through October.

PROTECTION UNDER FEDERAL AND STATE LAW: The eastern indigo snake is classified as a Threatened species by both the USFWS and the Florida Fish and Wildlife Conservation Commission. Taking of eastern indigo snakes is prohibited by the Endangered Species Act without a permit is defined by the USFWS as an attempt to kill, harm, harass, pursue, hunt, shoot, wound, trap, capture, collect, or engage in any such conduct. Penalties include a maximum fine of \$25,000 for civil violations and up to \$50,000 and/or imprisonment for criminal offenses, if convicted.

Only individuals currently authorized through an issued Incidental Take Statement in association with a USFWS Biological Opinion, or by a Section 10(a)(1)(A) permit issued by the USFWS, to handle an eastern indigo snake are allowed to do so.

IF YOU SEE A LIVE EASTERN INDIGO SNAKE ON THE SITE:

- Cease clearing activities and allow the live eastern indigo snake sufficient time to move away from the site without interference;
- Personnel must NOT attempt to touch or handle snake due to protected status.
- Take photographs of the snake, if possible, for identification and documentation purposes. Ⓐ
- Immediately notify supervisor or the applicants designated agent, **and** the appropriate USFWS office, with the location information and condition of the snake.
- If the snake is located in a vicinity where continuation of the clearing or construction activities will cause harm to the snake, the activities must halt until such time that a representative of the USFWS returns the call (within one day) with further guidance as to when activities may resume.

IF YOU SEE A DEAD EASTERN INDIGO SNAKE ON THE SITE:

- Cease clearing activities and immediately notify supervisor or the applicants designated agent, **and** the appropriate USFWS office, with the location information and condition of the snake.
- Take photographs of the snake, if possible, for identification and documentation purposes.
- Thoroughly soak the dead snake in water and then freeze the specimen. The appropriate wildlife agency will retrieve the dead snake.

Telephone numbers of USFWS Florida Field Offices to be contacted if a live or dead eastern indigo snake is encountered:

North Florida Field Office: (904) 731-3336

Panama City Field Office: (850) 769-0552

South Florida Field Office: (772) 562-3909

Georgia Field Office: (706) 613-9493

PRE-CONSTRUCTION ACTIVITIES

1. The applicant or designated agent will post educational posters in the construction office and throughout the construction site, including any access roads. The posters must be clearly visible to all construction staff. A sample poster is attached.
2. Prior to the onset of construction activities, the applicant/designated agent will conduct a meeting with all construction staff (annually for multi-year projects) to discuss identification of the snake, its protected status, what to do if a snake is observed within the project area, and applicable penalties that may be imposed if state and/or federal regulations are violated. An educational brochure including color photographs of the snake will be given to each staff member in attendance and additional copies will be provided to the construction superintendent to make available in the onsite construction office (a final brochure for Plan compliance, to be printed double-sided on 8.5 x 11 in paper and then properly folded, is attached). A Photos of eastern indigo snakes may be accessed on USFWS and/or FWC or GADNR websites.
3. Construction staff will be informed that in the event that an eastern indigo snake (live or dead) is observed on the project site during construction activities, all such activities are to cease until the established procedures are implemented according to the Plan, which includes notification of the appropriate USFWS Field Office. The contact information for the USFWS is provided on the referenced posters and brochures.

DURING CONSTRUCTION ACTIVITIES

1. During initial site clearing activities, an onsite observer may be utilized to determine whether habitat conditions suggest a reasonable probability of an eastern indigo snake sighting (example: discovery of snake sheds, tracks, lots of refugia and cavities present in the area of clearing activities, and presence of gopher tortoises and burrows).

2. If an eastern indigo snake is discovered during gopher tortoise relocation activities (i.e. burrow excavation), the USFWS shall be contacted within one business day to obtain further guidance which may result in further project consultation.

3. Periodically during construction activities, the applicants designated agent should visit the project area to observe the condition of the posters and Plan materials, and replace them as needed. Construction personnel should be reminded of the instructions (above) as to what is expected if any eastern indigo snakes are seen.

POST CONSTRUCTION ACTIVITIES

Whether or not eastern indigo snakes are observed during construction activities, a monitoring report should be submitted to the appropriate USFWS Field Office within 60 days of project completion. The report can be sent electronically to the appropriate USFWS e-mail address listed on page one of this Plan.



ATENCIÓN

¡Especie amenazada, la culebra Índigo del Este, puede ocupar el área!

Matar, herir o hostigar culebras Índigo del Este es estrictamente prohibido bajo la Ley Federal.

Si ves una culebra Índigo del Este VIVA en el área:

- NO atentes tocar o recoger la culebra. Pare excavación y permite el movimiento de la culebra fuera del área sin interferir.
- Fotografié la culebra si es posible para identificación y documentación.
- Notifique supervisor/aplicante, y la Oficina de Campo de Servicios Ecológicos apropiada con información acerca del sitio y condición de la culebra.
- Si la culebra está cerca de un área de construcción que le pueda causar daño, las actividades deben parar temporalmente hasta un representante del Servicio Federal de Pesca y Vida Silvestre regrese la llamada con más orientación e instrucciones (dentro de un día).

Si ves una culebra Índigo del Este MUERTA en el área:

- Pare excavación. Notifique supervisor/aplicante, y la Oficina de Campo de Servicios Ecológicos apropiada con información acerca del sitio y condición de la culebra.
- Fotografié la culebra si es posible para identificación y documentación.
- Emerge completamente la culebra en agua y congele la especie hasta que personal apropiado de la agencia de vida silvestre la recoja.

DESCRIPCIÓN. La culebra Índigo del Este es una de las serpientes sin veneno más grande en Norte América, alcanzando hasta 8 pies de largo. Su nombre proviene del color azul-negro brillante de sus escamas, pero pueden tener un color anaranjado-rojizo en su mandíbula inferior. No tienden a ser agresivas e intentarán esconderse al ser molestada (descubierta). Aunque es raro que muerda, NO deben ser tocadas, excepto por personal autorizado.

SERPIENTES PARECIDAS. La corredora negra, que es de color negro sólido, es la única otra serpiente que se asemeja a la Índigo del Este. La corredora negra se diferencia de la Índigo del Este por una mandíbula inferior color blanca, un cuerpo más delgado y porque MUERDE si se intenta atrapar.

HÁBITATS Y ECOLOGÍA. La culebra Índigo del Este vive en una variedad de hábitats, incluyendo tierras secas, humedales, y áreas de agricultura. Ellas buscan refugio en agujeros o huecos de tierra, en especial madrigueras de tortugas de tierra. Las hembras ponen hasta 12 huevos blancos entre mayo y junio, y la cría emergen entre julio y octubre.

PROTECCIÓN LEGAL. La culebra Índigo del Este es clasificada como especie amenazada por el Servicio Federal de Pesca y Vida Silvestre, la Comisión de Conservación de Pesca y Vida Silvestre de Florida y el Departamento de Recursos Naturales de Georgia. Intento de matar, hostigar, herir, lastimar, perseguir, cazar, disparar, capturar, coleccionar o conducta parecida hacia las culebras Índigo del Este es estrictamente prohibido por la Ley Federal de Especies en Peligro de Extinción. Penalidades incluyen un máximo de \$25,000 por violaciones civiles y \$50,000 y/o encarcelamiento por actos criminales. Solos individuales autorizados con un permiso (i.e., 10a1A/10a1B o uno asociado con una Opinión Biológico del Servicio Federal) pueden recoger una Índigo del Este.

Por favor de contactar tu Oficina de Campo de Servicios Ecológicos más cercano si encuentras una culebra Índigo del Este viva o muerta:

Jacksonville, FL, (904) 731-3336
Panama City, FL, (850) 769-0552
Vero Beach, FL, (772) 562-3909
Athens, GA, (706) 613-9493



Si ves una culebra Índigo del Este VIVA en el área:

- NO atentes tocar o recoger la culebra. Pare excavación y permite el movimiento de la culebra fuera del área sin interferir.
- Fotografié la culebra si es posible para ayudar en la identificación y documentación.
- Notifique supervisor/aplicante, y la Oficina de Campo de Servicios Ecológicos apropiada acerca del sitio y condición de la culebra.
- Si la culebra está cerca de un área de construcción que le pueda causar daño, las actividades deben parar temporalmente hasta un representante del Servicio Federal de Pesca y Vida Silvestre regrese la llamada con más orientación e instrucciones (dentro de un día).

Si ves una culebra Índigo del Este MUERTA en el área:

- Pare excavación. Notifique supervisor/aplicante, y la Oficina de Campo de Servicios Ecológicos apropiada con información acerca del sitio y condición de la culebra.
- Fotografié la culebra si es posible para ayudar en la identificación y documentación.
- Emerge completamente la culebra en agua y congele la especie hasta que personal apropiado de la agencia de vida silvestre la recoja.

Por favor de contactar tu Oficina de Campo de Servicios Ecológicos más cercano si encuentras una culebra Índigo del Este viva o muerta:

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Panama City, FL, (850) 769-0552
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Matar, herir o hostigar culebras Índigo del Este es estrictamente prohibido bajo la Ley Federal.

Protección Legal. La culebra Índigo del Este es clasificada como especie amenazada por el Servicio Federal de Pesca y Vida Silvestre, la Comisión de Conservación de Pesca y Vida Silvestre de Florida y el Departamento de Recursos Naturales de Georgia. Intento de matar, hostigar, herir, lastimar, perseguir, cazar, disparar, capturar, coleccionar o conducta parecida hacia las culebras Índigo del Este es estrictamente prohibido por la Ley Federal de Especies en Peligro de Extinción. Penalizaciones incluyen un máximo de \$25,000 por violaciones civiles y \$50,000 y/o encarcelamiento por actos criminales. Solos individuales autorizados con un permiso (i.e., 10a1A/10a1B o uno asociado con una Opinión Biológico del Servicio Federal) pueden recoger una Índigo del Este.

ATENCIÓN:

Una especie amenazada, la **culebra Índigo del Este** puede ocupar este hábitat!



Por favor revise está información publicada por el Servicio Federal de Pesca y Vida Silvestre acerca de la culebra Índigo del Este



COMMENCEMENT NOTIFICATION

*Within ten (10) days of initiating the authorized work, submit this form via electronic mail to saj-rd-enforcement@usace.army.mil (preferred, not to exceed 15 MB) **or** by standard mail to U.S. Army Corps of Engineers, Enforcement Section, P.O. Box 4970, Jacksonville, FL 32232-0019.*

1. **Department of the Army Permit Number:** SAJ- - (-)

2. **Permittee Information:**

Name: _____

Email: _____

Address: _____

Phone: _____

3. **Construction Start Date:** _____

4. **Contact to Schedule Inspection:**

Name: _____

Email: _____

Phone: _____

Signature of Permittee

Printed Name of Permittee

Date

SELF-CERTIFICATION STATEMENT OF COMPLIANCE

*Within sixty (60) days of completion of the authorized work, submit this form via electronic mail to saj-rd-enforcement@usace.army.mil (preferred, not to exceed 15MB) **or** by standard mail to U.S. Army Corps of Engineers, Enforcement Section, P.O. Box 4970, Jacksonville, FL 32232-0019.*

1. Department of the Army Permit Number: SAJ- - (-)

2. Permittee Information: Name: _____

Email: _____

Address: _____

Phone: _____

3. Date Authorized Work Started: _____ Completed: _____

4. Contact to Schedule Inspection: Name: _____

Email: _____

Phone: _____

5. Description of Authorized Work (e.g. bank stabilization, fill placed within wetlands, docks, dredging, etc.): _____

6. Acreage or Square Feet of Impacts to Waters of the United States: _____

7. Describe Mitigation completed (if applicable): _____

8. Describe any Deviations from Permit (attach drawing(s) depicting the deviations):

I certify that all work and mitigation (if applicable) was done in accordance with the limitations and conditions as described in the permit. Any deviations as described above are depicted on the attached drawing(s).

Signature of Permittee

Printed Name of Permittee

Date

Dated 9/18/2019

Prepared by:

Permittee: Giraldo Family Living Trust 4/10/2018

Address: _____

Phone: _____

NOTICE OF DEPARTMENT OF THE ARMY PERMIT

TAKE NOTICE the United States Army Corps of Engineers (Corps) has issued a permit SAJ-2010-02195 to Giraldo Family Living Trust 4/10/2018/Christian Giraldo (Permittee) on January 14th, 2025, authorizing work in navigable waters of the United States in accordance with Section 10 of the Rivers and Harbors Act of 1899 (33 USC 403) and Section 404 of the Clean Water Act (33 USC 1344) on a parcel of land known as RE#00180340-000000I located at 22716 Jolly Roger Drive; legally described as Block 19, Lot 22 of Cutthroat Harbor Estates subdivision of Cudjoe Key, PB 4-165, in Section 28, Township 66 South, Range 28 East, Cudjoe Key, Monroe County, FL, 33042 (MM±22.7-Ocean).

Within 30 days of any transfer of interest or control of said property, the Permittee must notify the Corps in writing of the property transfer by submitting the completed permit transfer page included with the issued permit or verification. Notification of the transfer does not by itself constitute a permit transfer. Therefore, purchasers of that portion of the premises containing the area authorized to be filled (or any portion thereof) are notified that it is unlawful for any person to construct, alter, operate, maintain, remove or abandon any works, including dredging or filling, or any other work within, over, or under waters of the United States (including wetlands) without first having obtained a permit from the Corps in the purchaser's name.

The subject Permit concerns only that portion of the property determined to fall within the jurisdiction of the Corps and this notice is applicable only to those portions of the subject property containing areas authorized to be filled subject to the Permit.

Conditions of the Permit/Verification: The permit or verification is subject to General Conditions and Special Conditions which may affect the use of the work authorized in a canal that flows into the Florida Bay. Accordingly, interested parties should closely examine the entire permit or verification, all associated applications, and any subsequent modifications.

To obtain a copy of the authorization in its entirety submit a written request to:
U.S. Army Corps of Engineers
Regulatory Division - Special Projects & Enforcement Branch
Post Office Box 4970
Jacksonville, Florida 32232-0019

Questions regarding compliance with these conditions should be directed to:
U.S. Army Corps of Engineers
Enforcement Section
Post Office Box 4970
Jacksonville, Florida 32232-0019

Conflict Between Notice and Permit

This Notice of Authorization is not a complete summary of the issued permit or verification. Provisions in this Notice of Permit shall not be used in interpreting the permit or verification provisions. In the event of conflict between this Notice of Permit and the permit or verification, the permit or verification shall control.

This Notice is Not an Encumbrance

This Notice is for informational purposes only. It is not intended to be a lien, encumbrance, or cloud on the title of the premises.

Release

This Notice may not be released or removed from the public records without the prior written consent of the Corps.

This Notice of Authorization is executed on this _____ day of _____, _____. This document is being submitted for recordation in the Public Records of Monroe County, Florida as part of the requirement imposed by the authorization SAJ-2021-03612 issued by Corps.

Permittee:

Address:

Phone:

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, who is personally known to me or has produced _____ as identification.

(seal)

Notary Public

Print

My Commission Expires _____

AGENT AUTHORIZATION FORM

Date of Authorization: 05 / 08 / 2025
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 THE GIRALDO FAMILY LIVING TRUST DATED APRIL 10, 2018 for the application submission
(Print Name of 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)

22 19 Cutthroat Harbor Estates Cudjoe Key
Lot Block Subdivision Key (Island)
00180340-000000 1232351
Real Estate (RE) / Parcel ID Number Alternate Key Number
22716 Jolly Roger Drive, Cudjoe, Florida 33042 22
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;
Jess@SmithHawks.com;
Brandi@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 Property Owner: [Signature] Date: 5/8/2025

Printed Name of Property Owner: CHRISTIAN GIRALDO MORENO and PAOLA ANDREA DAVID OLARTE as CO-TRUSTEES of THE GIRALDO FAMILY LIVING TRUST DATED APRIL 10, 2018

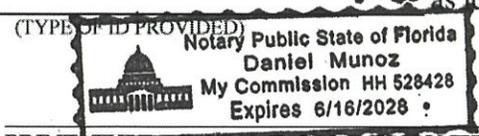
STATE OF Florida COUNTY OF Miami Dade

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

on 8 day of May, 2025, by CHRISTIAN GIRALDO MORENO and PAOLA ANDREA DAVID OLARTE as CO-TRUSTEES of THE GIRALDO FAMILY LIVING TRUST DATED APRIL 10, 2018
(Print Name of Person Making Statement)

who is [X] personally known to me OR [] produced as identification.

[Signature]
SIGNATURE OF NOTARY PUBLIC



PRINT TYPE OR STAMP COMMISSIONED NAME OF NOTARY PUBLIC Daniel Munoz MY COMMISSION EXPIRES: 6/16/2028

Prepared by and Return to:

Jess Miles Goodall, Esq.
SMITH HAWKS PL
138 Simonton Street
Key West, Florida 33040
(305) 296-7227

Parcel ID. No.: 00180340-000000

_____[Space Above This Line For Recording Data]_____

AFFIDAVIT AS TO AUTHORITY UNDER TRUST

We, Christan Giraldo Moreno and Paola Andrea David Olarte, the undersigned, first being duly sworn, deposes and states the following:

1. We are the designated Co-Trustees of The Giraldo Family Living Trust dated April 10, 2018 (hereafter the "Trust") and have personal knowledge of the facts set forth in this Affidavit.
2. The Trust corpus includes real property located in Monroe County, Florida (hereafter the "Real Estate"), more particularly described as:

Lot 22, Block 19
Subdivision of Cutthroat Harbor Estates
Cudjoe Key, Plat Book 4, Page 165
Approximate Mile Marker 22
Real Estate Number 00180340-000000

3. The Real Estate was transferred to the Trust by Warranty Deed; which was recorded on December 20, 2021, in the Official Records Book 3144 Pages 0152-0153, of the Public Records of Monroe County, Florida.
4. Consistent with the foregoing, we swear under penalty of perjury that under the Trust, said Trust's terms, and all amendments (if any) thereto, I am duly authorized to execute, in relation to the aforesaid Real Estate, all Monroe County Building Department, Monroe County Planning and Environmental Resources Department permit applications, forms, and other similar Monroe County development approval documents and instruments.

IN WITNESS WHEREOF, I have executed this Affidavit under penalty of perjury this 12 day of May, 2025.

[SIGNATURE PAGE TO FOLLOW]

FURTHER AFFIANT SAYETH NAUGHT.

WITNESS TO ALL:

BY:

Print Name (Witness 1): Escar Dominguez

BY:

Print Name (Witness 2): Alfena Bayos

THE GIRALDO FAMILY LIVING TRUST DATED APRIL 10, 2018

BY:

[Signature]

Christan Giraldo Moreno, Co-Trustee

BY:

[Signature]

Paola Andrea David Olarte, Co-Trustee

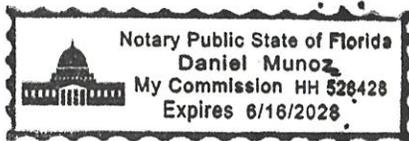
STATE OF Florida
COUNTY OF Miami-Dade

The foregoing *Affidavit as to Authority Under Trust* was acknowledged before me by means of physical presence OR online notarization, this 12 day of **May, 2025** by **Christan Giraldo Moreno and Paola Andrea David Olarte**, who is personally known to me OR has produced _____ as identification.

[Signature]
Signature of Notary Public, State of Florida

Daniel Munoz
Name of Notary [Typed, Printed, or Stamped]

[NOTARY SEAL]



Prepared By and to be Returned To:
Thomas D. Wright, Esquire
Law Offices of Thomas D. Wright, Chartered
P.O. Box 500309
Marathon, FL 33050-0309
Telephone: 305-743-8118

Doc# 1562845
Bk# 2182 Pg# 1377

Parcel ID Number:
Grantee #1 TIN:
Grantee #2 TIN:

Warranty Deed

This Indenture, Made this 6 day of January, 2006 A.D., Between
DEAN M. YOUNG, a single man

of the County of Monroe, State of Florida, grantor, and
TWENTY THIRD STREET, LLC, a Florida limited liability company

whose address is: 11100 Overseas Highway, Marathon, FL 33050

of the County of Monroe, State of Florida, grantee.

Witnesseth that the GRANTOR, for and in consideration of the sum of

-----TEN DOLLARS (\$10)----- DOLLARS,
and other good and valuable consideration to GRANTOR in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, has
granted, bargained and sold to the said GRANTEE and GRANTEE'S heirs, successors and assigns forever, the following described land, situate,
lying and being in the County of Monroe, State of Florida to wit:

Lots 1, 2, 3, 4, 5, 6 and 7, Block 1, SOMBRERO SUBDIVISION NO. 1 and
Lots 1 and 3, Block 2, SOMBRERO SUBDIVISION NO. 1, according to the
Plat thereof as recorded in Plat Book 2, Page 31 of the Public Records
of Monroe County, Florida.

TOGETHER with a permanent easement for ingress and egress over the following
described property, to-wit:

A part of Lot 1, Block B, of R & R SUBDIVISION, as recorded in Plat Book 3, Page
112, of the Public Records of Monroe County, Florida, and being more particu-
larly described by metes and bounds as follows:

COMMENCING at the Northeast corner of Lot 1, Block B, of R & R SUBDIVISION, bear
South along the East line of said subdivision for a distance of 120 feet to the
POINT OF BEGINNING of the tract of land hereinafter described; from said POINT
OF BEGINNING, continue bearing South for a distance of 20 feet to a point;
thence bear West for a distance of 80.02 feet to a point; thence bear North for
a distance of 20 feet to a point; thence bear East for a distance of 80.02 feet,
back to the POINT OF BEGINNING.

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

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

Signed, sealed and delivered in our presence:

Thomas D. Wright
Printed Name: Thomas D. Wright
Witness

DEAN M. YOUNG (Seal)
P.O. Address: 321 - 23rd Street, Marathon, FL 33050

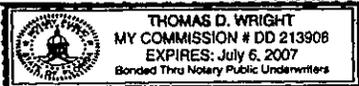
Michele Brossard
Printed Name: Michele Brossard
Witness

MONROE COUNTY
OFFICIAL RECORDS

STATE OF Florida
COUNTY OF Monroe

The foregoing instrument was acknowledged before me this 6 day of January, 2006 by
DEAN M. YOUNG, a single man

he is personally known to me or he has produced his
as identification.



Thomas D. Wright
Printed Name:
Notary Public
My Commission Expires:

AGENT AUTHORIZATION FORM

Date of Authorization: 03 / 11 / 2025
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 TWENTY THIRD STREET LLC for the application submission
(Print Name of 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)

City of Marathon - TBR 70141 Marathon
Lot Block Subdivision Key (Island)

00320840-000100 1395153
Real Estate (RE) / Parcel ID Number Alternate Key Number

23rd Street, Ocean 1, Marathon, Florida 33050 52
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) Bart@SmithHawks.com; Jess@SmithHawks.com; Brandi@SmithHawks.com

(305)296-7227
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.

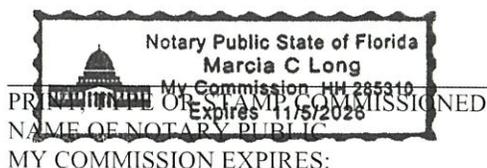
Note: Agents must provide a notarized authorization from ALL current property owners.

Signature of Property Owner: Denise Holland Date: 03/11/2025
Printed Name of Owner: DENISE HOLLAND, as MGRM of TWENTY THIRD STREET LLC

STATE OF Florida COUNTY OF Monroe

Sworn to and subscribed before me, by means of either [X] physical presence OR [] online notarization,
on 11th day of March, 2025, by DENISE HOLLAND, as MGRM of TWENTY THIRD STREET LLC
(Print Name of Person Making Statement)
who is [X] personally known to me OR [] produced as identification.
(TYPE OF ID PROVIDED)

Marcia C. Long
SIGNATURE OF NOTARY PUBLIC



**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>
TWENTY THIRD STREET, LLC 11100 OVERSEAS HIGHWAY, MARATHON, FL 33050	
DANISE H HOLLAND	50%
BRIAN C SATMUT	50%

- 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>
FORM	

* 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: Denise H. Holland
Denise H. Holland

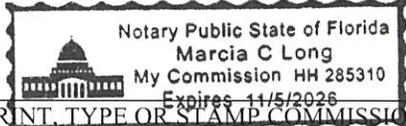
STATE OF Florida

COUNTY OF Manatee

Sworn to and subscribed before me, by means of either physical presence OR online notarization,
on 27th day of May, 2025, by Denise H. Holland.
(PRINT NAME OF PERSON MAKING STATEMENT)

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

Marcia C. Long
SIGNATURE OF NOTARY PUBLIC


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

FORM



Prepared by
Evette Bilbo, an employee of
First American Title Insurance Company
12160 South Shore Blvd. Suite 104
Wellington, Florida 33414
(561) 793-9100

Return to: Grantee

File No.: 12663-2724978

WARRANTY DEED

THIS INDENTURE, executed on **December 17, 2021**, between

William S. Shearouse, a married man

whose mailing address is: 490 Oak Shadow Way, Wellington, FL 33414-4974,
hereinafter called the "grantor", and

Christian Giraldo Moreno and Paola Andrea David Olarte, as Trustees of The Giraldo Family Living Trust dated April 10, 2018

whose mailing address is: 19790 West Dixie Highway, Ste 1001, , Aventura, FL 33180,
hereinafter called the "grantee":

(Which terms "Grantor" and "Grantee" shall include singular or plural, corporation or individual, and either sex, and shall include heirs, legal representatives, successors and assigns of the same)

WITNESSETH: The grantor, for and in consideration of the sum of \$10.00 and other good and valuable consideration, receipt whereof is hereby acknowledged, by these presents does grant, bargain, release, convey and confirms unto the grantee, their heirs and assigns, all that certain land situate in **Monroe County, FL**, to-wit:

Lot 22, Block 19, CUTTHROAT HARBOR ESTATES, according to the Plat thereof as recorded in Plat Book 4, Page(s) 165, of the Public Records of Monroe County, Florida.

Parcel Identification Number: **1232351**

The land is not the homestead of the Grantor under the laws and constitution of the State of Florida and neither the Grantor nor any person(s) for whose support the Grantor is responsible reside on or adjacent to the land.

Subject to all reservations, covenants, conditions, restrictions and easements of record and to all applicable zoning ordinances and/or restrictions imposed by governmental authorities, if any.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31st of 2021.

In Witness Whereof, the grantor has hereunto set their hand(s) and seal(s) the day and year first above written,

[Signature]
William S. Shearouse

Signed, sealed and delivered in our presence:

[Signature]
Witness Signature
Heather K Woods
Print Name

[Signature]
Witness Signature
Katie Veltri
Print Name

State of **FLORIDA**

County of **PALM BEACH**

The Foregoing Instrument Was Acknowledged before me by means of physical presence or online notarization, on December 16, 2021, by **William S. Shearouse, a married man.**

[Signature]
Notary Public
Heather K Woods
(Printed Name)



My Commission expires: 6/20/2025

{Notarial Seal}

Personally Known OR Produced Identification
Type of Identification Produced a valid driver's license

PROPERTY RECORD CARD

Disclaimer

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

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

Summary

Parcel ID 00180340-000000
 Account# 1232351
 Property ID 1232351
 Millage Group 100C
 Location Address 22716 JOLLY ROGER Dr, CUDJOE KEY
 Legal Description BK 19 LT 22 CUTTHROAT HARBOR ESTATES CUDJOE KEY PB4-165 OR223-525 OR2228-759/62 OR2444-957/58 OR2444-959D/C OR2959-1038 OR3144-0152
 (Note: Not to be used on legal documents.)
 Neighborhood 311
 Property Class VACANT RES (0000)
 Subdivision CUTTHROAT HARBOR ESTATES
 Sec/Twp/Rng 28/66/28
 Affordable No
 Housing



02.10.2022
1232351

Owner

GIRALDO FAMILY LIVING TRUST 04/10/2018
 C/O CHRISTIAN GIRALDO MORENO CO- TRUSTEE
 19790 WEST DIXIE HIGHWAY STE 1001
 Aventura FL 33180

Valuation

	2024 Certified Values	2023 Certified Values	2022 Certified Values	2021 Certified Values
+ Market Improvement Value	\$0	\$0	\$0	\$0
+ Market Misc Value	\$0	\$0	\$0	\$0
+ Market Land Value	\$556,133	\$556,133	\$396,743	\$197,505
= Just Market Value	\$556,133	\$556,133	\$396,743	\$197,505
= Total Assessed Value	\$480,059	\$436,417	\$396,743	\$197,505
- School Exempt Value	\$0	\$0	\$0	\$0
= School Taxable Value	\$556,133	\$556,133	\$396,743	\$197,505

Historical Assessments

Year	Land Value	Building Value	Yard Item Value	Just (Market) Value	Assessed Value	Exempt Value	Taxable Value	Maximum Portability
2024	\$556,133	\$0	\$0	\$556,133	\$480,059	\$0	\$556,133	\$0
2023	\$556,133	\$0	\$0	\$556,133	\$436,417	\$0	\$556,133	\$0
2022	\$396,743	\$0	\$0	\$396,743	\$396,743	\$0	\$396,743	\$0
2021	\$197,505	\$0	\$0	\$197,505	\$197,505	\$0	\$197,505	\$0
2020	\$192,308	\$0	\$0	\$192,308	\$192,308	\$0	\$192,308	\$0
2019	\$320,513	\$0	\$0	\$320,513	\$79	\$0	\$320,513	\$0
2018	\$291,060	\$0	\$0	\$291,060	\$72	\$0	\$291,060	\$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
RES WATERFRONT UNPERMITTED (01WM)	6,930.00	Square Foot	6930	0

Sales

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved	Grantor	Grantee
12/17/2021	\$475,000	Warranty Deed	2353447	3144	0152	01 - Qualified	Vacant		
3/5/2019	\$100	Quit Claim Deed	2215836	2959	1038	11 - Unqualified	Improved		
11/18/2009	\$130,000	Warranty Deed		2444	957	01 - Qualified	Vacant		

Permits

Number	Date Issued	Status	Amount	Permit Type	Notes
12100909	12/08/2014	Expired	\$250,000	Residential	PERMIT APPROVAL FOR A NEW SFR CONSISTING OF: 1338 S.F. 1ST FLOOR LIVING AREA WITH A/C, 1268 2ND FLOOR LIVING AREA WITH A/C, 364 S.F. 1ST FLOOR DECK UNDER ROOF, 63 S.F. 1ST FLOOR DECK NOT UNDER ROOF, 160 S.F. 2ND FLOOR DECKS UNDER ROOF, 1966 S.F. SLAB, 183 S.F. ENCLOSURE, 218 S.F. RETAINING WALL, 2293 S.F. ROOF, DOCK WITH PILINGS, BOAT LIFT AND GRAVEL DRIVWAY
12100316	01/20/2012	Canceled	\$350,000	Residential	*****VOIDED PERMIT***** PERMIT APPROVAL TO CONSTRUCT A NEW SFR WITH A/C CONSISTING OF: 2156 SF GRADE ENCLOSURE/HANGER, 16 SF STAIR SLAB, 1760 SF FIRST FLOOR LIVING, 396 SF SCREENED PORCH, 252 SF DECKS AND STAIRS, 2691 SF ROOF GRAVEL DRIVEWAY AND MASONARY WALL 184 LIN FT @ 5' HIGH PER APPROVED SEALED PLANS IN FILE. THIS PERMIT ALSO INCLUDES 1/2 LT RE:00190120000000

View Tax Info

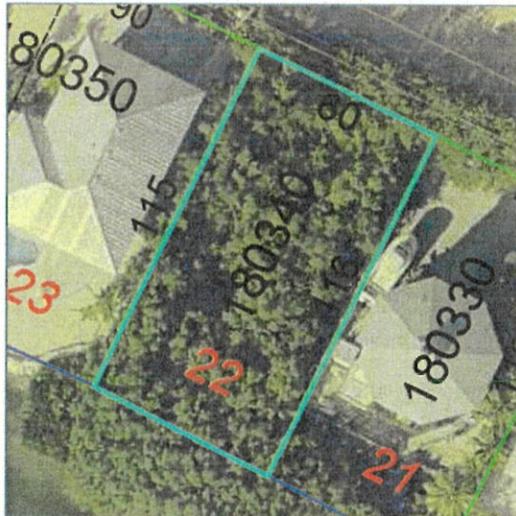
[View Taxes for this Parcel](#)

Photos



03.19.2022
1232351

Map



TRIM Notice

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

PROPERTY RECORD CARD

Disclaimer

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Summary



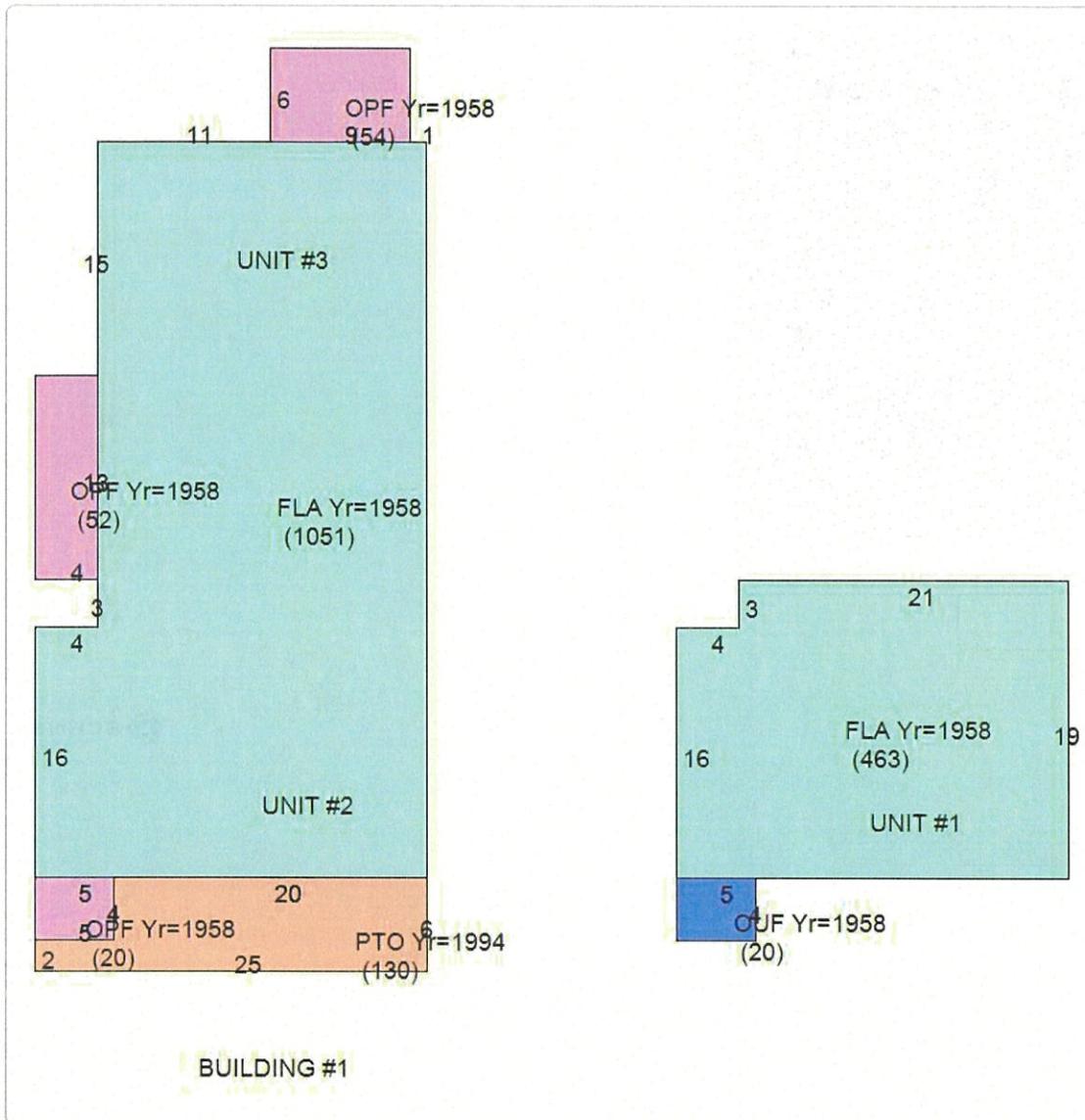
Parcel ID 00320840-000100
Account# 1395153
Property ID 1395153
Millage Group 50CM
Location Address 150 23RD St OCEAN 1, MARATHON
Legal Description PT LOT 1 (40.91 X 60) SQR 2 SOMBRERO SUB #1 PB2-31 MARATHON FLA OR783-419 OR812-511/512 OR965-1942 OR1305-1231 R1841-1366/69PET(PROB#CPM02-101) OR1841-1470/75WILL OR1844-1332D/C OR2182-1377
(Note: Not to be used on legal documents.)
Neighborhood 1189
Property Class MULTI-FAMILY TRIPLEX (0803)
Subdivision SOMBRERO SUBD NO 1
Sec/Twp/Rng 09/66/32
Affordable No
Housing

Owner

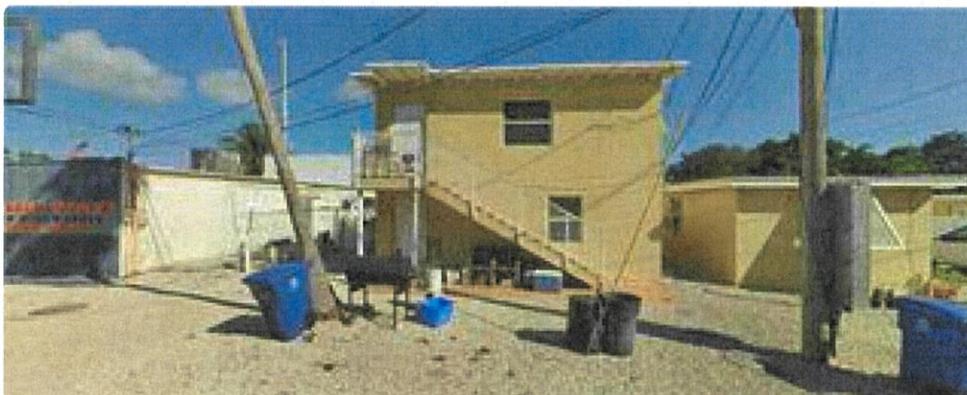
[TWENTY THIRD STREET LLC](#)
 11100 Overseas Hwy
 Marathon FL 33050

Valuation

	2024 Certified Values	2023 Certified Values	2022 Certified Values	2021 Certified Values
+ Market Improvement Value	\$208,665	\$200,429	\$187,087	\$157,819
+ Market Misc Value	\$1,459	\$1,462	\$1,466	\$1,470
+ Market Land Value	\$113,694	\$138,651	\$88,043	\$59,620
= Just Market Value	\$323,818	\$340,542	\$276,596	\$218,909
= Total Assessed Value	\$291,368	\$264,880	\$240,800	\$218,909
- School Exempt Value	\$0	\$0	\$0	\$0
= School Taxable Value	\$323,818	\$340,542	\$276,596	\$218,909



Photos





Overview



Legend

- Centerline
- Easements
- Hooks
- - - Lot Lines
- Road Center
- - - Rights of Way
- Shoreline
- [] Condo Building
- Key Names
- [] Subdivisions
- [] Parcels

Parcel ID	00180340-000000	Alternate ID	1232351	Owner Address	GIRALDO FAMILY LIVING TRUST 04/10/2018
Sec/Twp/Rng	28/66/28	Class	VACANT RES		C/O CHRISTIAN GIRALDO MORENO CO- TRUSTEE
Property Address	22716 JOLLY ROGER Dr				19790 WEST DIXIE HIGHWAY STE 1001
	CUDJOE KEY				Aventura, FL 33180
District	100C				
Brief Tax	BK 19 LT 22 CUTTHROAT HARBOR ESTATES CUDJOE KEY PB4-165 OR223-525 OR2228-759/62 OR2444-957/58 OR2444-				
Description	959D/C OR2959-1038 OR3144-0152				
	<i>(Note: Not to be used on legal documents)</i>				

Date created: 6/11/2025
 Last Data Uploaded: 6/11/2025 1:33:27 AM



Overview



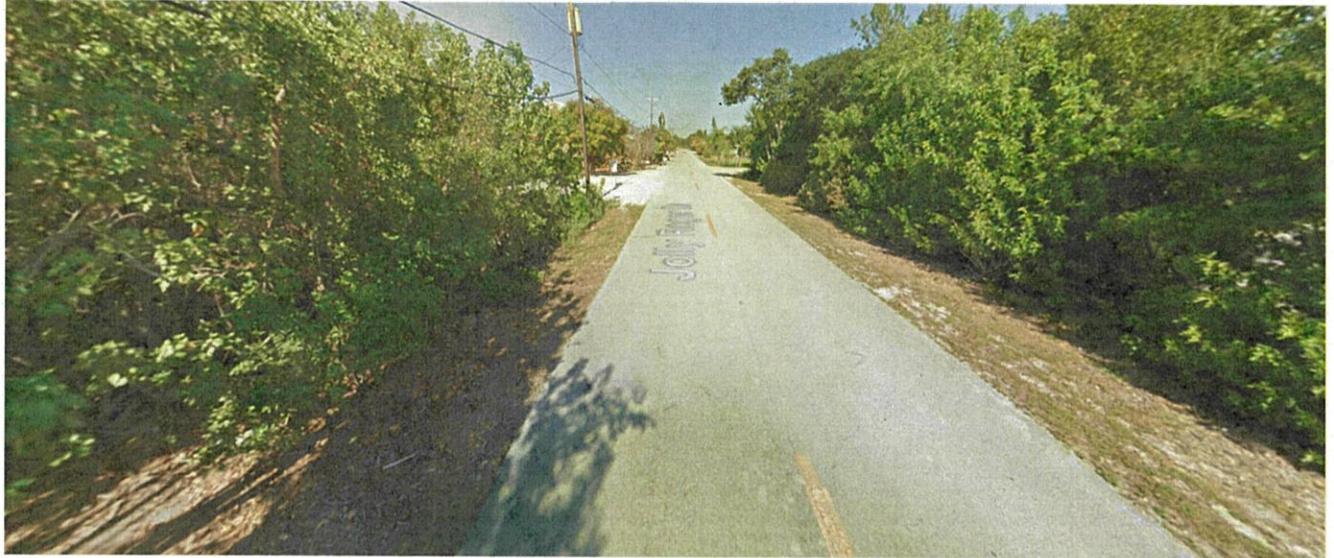
Legend

- Centerline
- ... Easements
- Hooks
- - Lot Lines
- Road Center
- - Rights of Way
- Shoreline
- [] Condo Building
- Key Names
- Subdivisions
- Parcels

Parcel ID	00320840-000100	Alternate ID	1395153	Owner Address	TWENTY THIRD STREET LLC
Sec/Twp/Rng	09/66/32	Class	MULTI-FAMILY TRIPLEX		11100 Overseas Hwy
Property Address	150 23RD St OCEAN 1 MARATHON				Marathon, FL 33050
District	50CM				
Brief Tax	PT LOT 1 (40.91 X 60) SQR 2 SOMBRERO SUB #1 PB2-31 MARATHON FLA OR783-419 OR812-511/512 OR965-1942 OR1305-1231				
Description	R1841-1366/69PET(PROB#CPM02-101) OR1841-1470/75WILL OR1844-1332D/C OR2182-1377				
	(Note: Not to be used on legal documents)				

Date created: 6/11/2025
 Last Data Uploaded: 6/11/2025 1:33:27 AM

Developed by SCHNEIDER
 GEOSPATIAL





ParcelId	OwnerName	OwnerAddress1	OwnerAddress2	OwnerAddress3	OwnerCityStZip	Country
1	00180380-000000	22644 JOLLY ROGER DRIVE LLC			Lighthouse Point, FL 33064	
2	00180220-000000	515 PARTNERS LLC			Gas City, IN 46933	
3	00179880-000000	ADORNO PETER JOHN TRUST 9/7/2015			Big Pine Key, FL 33043	
4	00180450-000000	AULER GERALD T AND DIANE C LIVING TRUST 11/29/2000			Summerland Key, FL 33042	
5	00181590-000000	BAREIKA CHARLOTTE TRUST 4/30/2002			Kenosha, WI 53140	
6	00179530-000000	BOOZER JAMES H			Summerland Key, FL 33042	
7	00179890-000000	BOUNDARY LTD			Ramrod Key, FL 33042	
8	00180420-000000	BREAKAWAY ADVENTURES LLC			Stone Harbor, NJ 08247	
9	00179710-000000	CASSIS MELINA			Summerland Key, FL 33042	
10	00179510-000000	CATALDO DENNIS M			Cudjoe Key, FL 33042	
11	00179950-000000	CHILDERS BRIAN REVOCABLE TRUST			Summerland Key, FL 33042	
12	00179900-000000	COMPASS ROSE INVESTMENTS LLC			Summerland Key, FL 33042	
13	00179720-000000	CREDICO JOHN DOMINIC			Oklahoma City, OK 73108	
14	00179760-000000	CRIMSON TRUST 12/03/2008			Summerland Key, FL 33042	
15	00179940-000000	CUDJOE KEY HOUSE LAND TRUST			Las Vegas, NV 89135	
16	00180900-000000	DAVILA ANTONIO R			Anchorage, AK 99503	
17	00179930-000000	DELACERDA EDGAR ALFONSO			Summerland Key, FL 33042	
18	00180690-000000	DIFOLCO ANTHONY PATRICK			Summerland Key, FL 33042	
19	00179410-000000	DIMSE STEVEN S			Summerland Key, FL 33042	
20	00180040-000000	DREWES DYAN RAE			Summerland Key, FL 33042	
21	00179600-000000	ELMINI VINCENT AND ISABELLA TRUST 03/25/2024			Summerland Key, FL 33042	
22	00179690-000000	EVANS JOSEPH MARK			Cudjoe Key, FL 33042	
23	00179610-000000	EVANS TIMOTHY R REVOCABLE TRUST			Saint Augustine, FL 32086	
24	00179800-000000	GARRIDO MARIA C LIVING TRUST 1/15/2008			Battle Ground, WA 98604	
25	00179630-000000	GRAY FAMILY JOINT REV TRUST 08/27/2020			Summerland Key, FL 33042	
26	00181240-000000	GREAVES THOMAS W			Cudjoe Key, FL 33042	
27	00179550-000000	HOLCOMB KENNETH DALE			Summerland Key, FL 33042	
28	00179680-000000	INDAKEYS LLC			Summerland Key, FL 33042	
29	00179570-000000	JENSEN CHRISTOPHER			Summerland Key, FL 33042	
30	00179430-000000	JESLSKI JANEL K			Summerland Key, FL 33042	
31	00180410-000000	KERR ROBERT			Summerland Key, FL 33042	
32	00179590-000000	KINSELLA FINTAN			Summerland Key, FL 33042	
33	00179730-000000	LACHAPPE RYON A			Cudjoe Key, FL 33042	
34	00179980-000000	LAMIA SR MICHAEL ANTHONY			Summerland Key, FL 33042	
35	00179810-000000	LAS DULCE DONNA			Summerland Key, FL 33042	
36	00179540-000000	LENZ EDWARD A			Summerland Key, FL 33042	
37	00179750-000000	LOPEZ HUAYLA			Cudjoe Key, FL 33042	
38	00180910-000000	MARTIN WILLIAM H JR REVOCABLE LIVING TRUST 10/9/12			Summerland Key, FL 33042	
39	00179560-000000	MARTINEZ 191 DOUBLOON LLC			Summerland Key, FL 33042	
40	00180350-000000	MCGOWEN JR NEIL A			Miami, FL 33145	
41	00179910-000000	MEDINA ROLANDO			Port Charlotte, FL 33952	
42	00179840-000000	MILLS KATHY ANN			West Palm Beach, FL 33405	
43	00180300-000000	NETHOLD CARLISLE R REVOCABLE TRUST 08/24/2023			Cutler Bay, FL 33157	
44	00180280-000000	NIEHUS TERRY L			Cudjoe Key, FL 33042	
45	00179420-000000	ODANI CONNIE M			Summerland Key, FL 33042	
46	00180270-000000	OLYNGER HENRY A			Key West, FL 33045	
47	00180260-000000	OLYNGER JR HENRY A			Gas City, IN 46933	
48	00179790-000000	PABLO ADAM T REVOCABLE TRUST 07/20/2017			Gas City, IN 46933	
49	00179920-000000	PEMBERTON ANNE			Venice, FL 34293	
50	00181250-000000	PETERSON MARK F REVOCABLE LIVING TRUST 05/03/2022			Saint Clair Shores, MI 48081	
51	00179990-000000	POTO OLIVIA			Big Pine Key, FL 33043	
52	00179640-000000	RIVIECCIO MICHAEL J			Grand Island, FL 32735	
53	00179970-000000	ROAN LYMON N			Jupiter, FL 33478	
54	00180060-000000	ROBERTS RYAN M			Summerland Key, FL 33042	
55	00179830-000000	RODRIGUEZ LILIBE			Summerland Key, FL 33042	
56	00181260-000000	ROUSE RONALD EDWARD			Summerland Key, FL 33042	

Site 350

200 W 34th Ave # 977

Site A

57 00180290-000000 SAGITTARIUS PROPERTIES LLC
58 00179740-000000 SCATTOLINI MICHAEL
59 00180010-000000 SEELEY AMY E
60 00179820-000000 SHELTON DEBRA
61 00180370-000000 SHLANSKY MARK 2022 IRREVOCABLE TRUST 04/07/2022
62 00179960-000000 SHORES JACOB S
63 00180330-000000 SIGLER ROBERT
64 00180320-000000 SIGLER ROBERT MILLS
65 00180080-000000 SOUTHERNMOST HOMES INC
66 00180070-000000 SPOR STEPHEN T
67 00179770-000000 STANKIEWICZ BENETTA
68 00115750-000000 STATE OF FLA DEPT OF TRANSPORTATION
69 00179780-000000 TAYLOR MARGARET S
70 00180020-000000 TRAN TIFFANY T VAN
71 00180030-000000 TROYAN DEBRA

204 Pintail Ct
4648 Webber St
9116 Banyan Blvd
4652 Westervelt Rd
C/O MIMI SHLANSKY TRUSTEE
165 Cutlass Ln
22726 Jolly Roger Dr
22736 Jolly Roger Dr
701 Waddell Ave
134 Cutthroat Dr
184 Cutlass Ln
1000 NW 111th Ave
174 Cutlass Ln
184 Cutthroat Dr
1019 W Royal Palm Rd

4436 BOCAIRE BLVD

Langhorne, PA 19047
Sarasota, FL 34232
Loxahatchee, FL 33470
Hollywood, SC 29449
Boca Raton, FL 33487
Summerland Key, FL 33042
Summerland Key, FL 33042
Summerland Key, FL 33042
Key West, FL 33040
Cudjoe Key, FL 33042
Cudjoe Key, FL 33042
Miami, FL 33172
Cudjoe Key, FL 33042
Summerland Key, FL 33042
Boca Raton, FL 33486

ParcelId	OwnerName	OwnerAddress1	OwnerAddress2	OwnerAddress3	OwnerCity/Zip	Country
1	00320970-000000	209 24TH STREET LLC	58326 Overseas Hwy		Marathon, FL 33050	
2	00102290-000000	2264 OVERSEAS HWY LLC	414 S Main St		Rochester, MI 48307	
3	00320960-000000	2375 OVERSEAS HIGHWAY LLC	58326 Overseas Hwy		Marathon, FL 33050	
4	00320730-000100	A H PROPERTIES I LLC	115 Bruce Ct		Marathon, FL 33050	
5	00320930-000000	AHEARN JUSTIN M	300 120th Street Gulf		Marathon, FL 33050	
6	00327090-000000	ALTAMIRANO JACQUELINE	PO Box 501338		Marathon, FL 33050	
7	00321080-000700	ALVAREZ KATHERINE ARAUZ	333 25th St		Marathon, FL 33050	
8	00321180-000106	BARQUIN JUAN	12301 SW 109th Ave		Miami, FL 33176	
9	00102891-002000	BASS FAMILY TRUST 01/04/2010	C/O CHRISTOPHER A BASS TRUSTEE	2000 Overseas Hwy, Apt 4G Apt 4G	Marathon, FL 33050	
10	00321080-001600	BATTAGLIA BARBARA	351 25th Street Ocean		Marathon, FL 33050	
11	00102891-000700	BAYVIEW GARDEN REAL ESTATE LLC	2717 Zion Rd		Northfield, NJ 08225	
12	00102830-000700	BECK INC			Orlando, FL 32812	
13	00320840-000000	BENITEZ DAISY	C/O GINETTE CECILIA F	4019 Evander Dr	Sumnerland Key, FL 33042	
14	00102730-000000	BLUE WATER RESORT HOSPITALITY LLC	1114 De Lussan Ln		Hollywood, FL 33021	
15	00321080-001500	BOLTZ JENNIFER LYNN	4651 Sheridan St		Marathon, FL 33050	
16	00321080-001800	BOOT KEY LLC	349 25th Street Ocean		Marathon, FL 33050	
17	00102891-002800	BORAY-STEFAN VERONICA A	128 Via Rosina		Jupiter, FL 33458	
18	00102840-000100	BORREGO MARIO	3 Garfield Ct		North Brunswick, NJ 08902	
19	00321080-002500	BOWERMAN DENNIS D	425 22nd Street Ocean		Marathon, FL 33050	
20	00102891-003000	BRADSHAW SANDRA	7936 NW 110th Dr		Parkland, FL 33076	
21	00102891-001800	BUCHANAN GEORGETTE	PO Box 501196		Marathon, FL 33050	
22	00323530-000000	BUTTNER II CHARLES WALLACE	1580 Eastward Ho Ln		Marathon, FL 33050	
23	00102891-000200	CALAROSE MARK	490 James Ave		Marathon, FL 33050	
24	00327030-000100	CARDENAS BELEN DENISSE	500 Lake Catherine Dr		Maitland, FL 32751	
25	00102830-000200	CASAS JOSE LEON REVOCABLE TRUST	201 22nd Street Ocean		Marathon, FL 33050	
26	00321030-000000	CHARRON RICHARD A	7525 SW 100th Ave		Marathon, FL 33050	
27	00321080-000900	CIEPLAK JULIA	429 24th Street Ocean		Marathon, FL 33050	
28	00102891-001600	CITRON ABE	337 25th Street Ocean		Miami, FL 33173	
29	00321080-001900	CONNELL BLAINE	1998 Overseas Hwy	Apt 44A	Marathon, FL 33050	
30	00102830-000500	CRUZ NANCY	360 24th Street Ocean		Marathon, FL 33050	
31	00327070-000000	DE ARMAS EDUARDO E	11181 SW 61st Ter		Marathon, FL 33050	
32	00102891-003200	DECALUWE MARY ELLEN	336 22nd Street Ocean		Miami, FL 33173	
33	00102891-000800	DEMARAS PETER	2000 Overseas Hwy	Apt 44G	Marathon, FL 33050	
34	00321080-001400	DENNINGTON KRISTA NEAL	1998 Overseas Hwy	Apt 24A	Marathon, FL 33050	
35	00320950-000000	DESAUTELS JEANNE	347 25th Street Ocean		Marathon, FL 33050	
36	00102170-000000	DONATO SEAN REVOCABLE TRUST 01/22/2021	2375 Overseas Hwy		Marathon, FL 33050	
37	00101990-000400	DRH TRANQUILITY LLC	5055 NW 10th Ter		Fort Lauderdale, FL 33309	
38	00320910-000000	DUNN MICHAEL E	2 Bethesda Metro		Bethesda, MD 20814	
39	00321080-000300	DUNNING AVERI MARIE	11245 5th Avenue Gulf		Marathon, FL 33050	
40	00102891-000600	ELLIOTT CYNTHIA	325 25th St		Marathon, FL 33050	
41	00102891-003100	EMGE TERESA P IRREVOCABLE TRUST 11/29/2022	C/O MEGHAN E BULLIS TRUSTEE		Okahumpka, FL 34762	
42	00321080-000800	ESCALA DANIEL	5323 Banana Point Dr		Salisbury, MD 21804	
43	00102891-000300	ESTES CAROL M	335 25th St		Marathon, FL 33050	
44	00102891-002700	FARO BLANCO BSB LLC	7411 River Ridge Dr		Marathon, FL 33050	
45	00321180-000104	FIATA CAROLYN S	17233 Starfish Ln E		Chattanooga, TN 37416	
46	00321080-002000	FOXX INGRID	390 25th Street Ocean		Sugarloaf Key, FL 33042	
47	00321080-002400	FRANQUEZ AIMEE C	329 24th Street Ocean		Marathon, FL 33050	
48	00102850-000000	GABRIELLO CAROLINE L	310 24th Street Ocean		Marathon, FL 33050	
49	00321080-001200	GASKILL STEVEN	481 22nd Street Ocean		Marathon, FL 33050	
50	00102891-000400	GBPM LLC	4130 Old Pine Dr		Marathon, FL 33050	
51	00323550-000000	GILBERTI WILLAM JR	121 Holly Berry Ln		Billings, MT 59101	
52	00321180-000103	GLARIA ALEJANDRO AND TIMIRAOS MILAGROS LIVING TRUST 04, 14463 SW 50th Ter	497 James Ave		Saint Johns, FL 32259	
53	00102720-000000	GOGAN RICHARD	297 Grawtown Rd		Marathon, FL 33050	
54	00321170-000000	GONZALEZ MARISOL	185 25th St	Unit B	Miami, FL 33175	
55	00102891-000900	HAVEL JOHN W REVOCABLE LIVING TRUST 02/21/17	1998 Overseas Hwy	Apt 31A	Marathon, FL 33050	

56	00102891-001500	HENSLEY CLAY M	18181 Midway Rd	Ste 300	Dallas, TX 75287
57	00321080-001000	HERMIT CRAB LLC	215 W Seaview Dr		Marathon, FL 33050
58	00102880-000000	HIDDEN HARBOR MARINE ENVIRONMENTAL PROJECT INC	2396 Overseas Hwy		Marathon, FL 33050
59	00321080-001700	HUFF CONNIE S REVOCABLE TRUST 06/26/2012	1400 Brixton Ct		Edmond, OK 73034
60	00321080-002200	HUTCHINSON MATTHEW OWEN	330 24th Street Ocean		Marathon, FL 33050
61	00102891-002600	JEFFRIES CHARLES	44166 Woodmont Dr		Leonardtown, MD 20650
62	00102891-001300	JIMENEZ DANIEL SR TRUST	PO Box 758		Saint Petersburg, FL 33731
63	00321010-000000	JLW LIVING TRUST 4/24/14	C/O WITTENWILER JOHN M CO-TRUSTEES	955 70th Street Gulf	Marathon, FL 33050
64	00323580-000100	JOHNSTON MARY ELLEN	1 Cahill Dr		Cape Neddick, ME 03902
65	00102891-002300	KETTERER SCOTT A	11238 Paseo Grande Blvd		Fort Myers, FL 33912
66	00321022-000000	KK KEYS LLC	3 Suntree Pl		Melbourne, FL 32940
67	00321170-000100	KLEIN LILLIE T	1239 Copa D Oro		Marathon, FL 33050
68	00320920-000000	KOBUS DIANA D	2604 Hunt Rd		Tarpon Springs, FL 34688
69	00321080-000600	LABRECQUE TIMOTHY P	89 Gladney Ave		Toms River, NJ 08753
70	00102891-000100	LAMBERSON JANE E	167 Cays Dr		Naples, FL 34114
71	00321080-002900	LEONARD KIMBERLY	319 25th Street Ocean		Marathon, FL 33050
72	00321080-000400	LOPEZ JAZMIN G	327 25th Street Ocean St		Marathon, FL 33050
73	00321080-002100	LORDI MICHAEL ERIC	340 24th Street Ocean		Marathon, FL 33050
74	00102840-000000	MACHADO MARIO THOMAS	287 22nd Street Ocean St		Marathon, FL 33050
75	00327020-000000	MANNY & SONS LLC	10881 7th Avenue Gulf		Marathon, FL 33050
76	00102810-000500	MARATHON HOSPITALITY LLC	4651 Sheridan St	Ste 480	Hollywood, FL 33021
77	00321070-000000	MARATHON MARLIN LLC	PO Box 144745		Marathon, FL 33050
78	00321080-000100	MEDINA ALEJANDRO	799 106th Street Ocean		Miami, FL 33144
79	00321040-000000	MIDDLE KEYS MARINA INC	425 SW 78th Pl		Marathon, FL 33050
80	00320870-000000	MOLINA JUAN A	12565 Overseas Hwy		Hialeah, FL 33012
81	00323630-000000	MORETTI RICHARD H	155 W 51st St		Marathon, FL 33050
82	00102891-002900	MUSACCHIA JOHN J	2396 Overseas Hwy		Lexington, NY 12452
83	00321030-000100	OESTRIKE HENRY R LIVING TRUST 11/7/2006	PO Box 63	Apt 22G	Marathon, FL 33050
84	00102891-002200	ORNELAS SAMUEL	2000 Overseas Hwy		Marathon, FL 33050
85	00320890-000000	OZBUN ANGELA CHRISTINE	314 23rd Street Ocean		Marathon, FL 33050
86	00321080-001300	PEARSON CHARLES DAVID	345 25th Street Ocean		Marathon, FL 33050
87	00321080-002600	PEARSON FAMILY ENTERPRISES INC	3898 Country Club Rd		Marathon, FL 33050
88	00321180-000100	PEARSON LEDENE	300 25TH St	UNIT 4	Marathon, FL 33050
89	00102891-001400	PELLEGRINI TERRY C REVOCABLE TRUST 02/04/2002	2525 Overseas Hwy		Carbondale, IL 62901
90	00320990-000000	PERONA BERNARD P	57 Ginger Woods Rd		Marathon, FL 33050
91	00102891-001900	PETERSON DENISE	1998 Overseas Hwy	Apt 42A	Valley, NE 68064
92	00102891-001700	PICARIELLO BRADFORD TODD	297 24th Street Ocean		Marathon, FL 33050
93	00321170-000200	PILLIUS VALERIE	2000 Overseas Hwy	Apt 5G	Marathon, FL 33050
94	00102891-000500	PIRATES COVE MASTER ASSOCIATION INC	185 A 25th Street Ocean St	Apt 1G	Marathon, FL 33050
95	00102891-000500	POWELL KATHLEEN	2600 Overseas Hwy		Marathon, FL 33050
96	00323580-000000	PRICE NANCY	1998 Overseas Hwy	Apt 21A	Marathon, FL 33050
97	00320730-000200	QUINTANA REYNALDO E	25116 Trotter Ct		Columbia Station, OH 44028
98	00320760-000000	RAINBOW PROPERTIES LLC	321 23rd Street Ocean		Marathon, FL 33050
99	00320810-000000	REAMS DAWN CHERIE	4680 Overseas Hwy		Marathon, FL 33050
100	00102830-000100	REPUBLIC FOURPLEX LLC	357 23rd Street Ocean		Marathon, FL 33050
101	00327030-000000	REYES JOSE PAVON	9454 Wilshire Blvd		Beverly Hills, CA 90212
102	00327040-000000	RGS INC	203 22nd Street Ocean	Ste 715	Marathon, FL 33050
103	00323540-000000	RIVAS FAMILY REVOCABLE TRUST 05/01/2002	1300 Okeechobee Rd		Marathon, FL 33050
104	00102891-001100	ROJAS ANDRES IOSE	496 James Ave		West Palm Beach, FL 33401
105	00320830-000000	ROJAS ORLANDO	3096 Indiana St		Marathon, FL 33050
106	00320980-000000	SANDOVAL CESAR	25 Cosmos Dr		Miami, FL 33133
107	00323620-000000	SCHMIDT JOHN T	237 24th Street Ocean		Oriando, FL 32807
108	00102891-002400	SCHWIBERT LYNN M	17650 Simmons Ave		Marathon, FL 33050
109	00321080-001100	SCIANCELOPORE GARY	2000 Overseas Hwy	Apt 24G	Sand Lake, MI 49343
110			117 61st St		Marathon, FL 33050
111					West New York, NJ 07093

Charlotte, NC 28204
 Marathon, FL 33050
 Reynoldsburg, OH 43068
 Sebring, FL 33870
 Tulsa, OK 74159
 Marathon, FL 33050
 Apollo Beach, FL 33572
 Saint Louis, MO 63101
 Marathon, FL 33050
 Davie, FL 33331
 Marathon, FL 33050
 Marathon, FL 33050
 Marathon, FL 33050
 Marathon, FL 33050
 Hialeah, FL 33016
 Marathon, FL 33050
 Labelle, FL 33975
 Springfield, MO 65898
 Brick, NJ 08724
 Linwood, NJ 08221
 Marathon, FL 33050
 Marathon, FL 33050

1010 Pine St 9E-L-01

Slip 74

1100 E Morehead St
 502 24th Street Ocean
 7863 Oak Valley Rd
 1057 Lake Sebring Dr
 PO Box 4829
 338 22nd Street Ocean
 337 Cedar Falls Dr
 ATTN PROPERTY TAX DEPT
 777 23rd Street Gulf
 5011 Hawkes Bluff Ave
 396 25th Street Ocean
 320 24th Street Ocean
 324 23rd Street Ocean
 1021 11th Street Ocean
 2660 W 79th St
 323 25th Street Ocean
 PO Box 2520
 2500 E Kearney St
 159 Natick Trl
 200 Morris Ave
 487 65th Street Ocean
 315 25th Street Ocean

112 00100440-000100 SEA MOUNTAIN VENTURES LLC
 113 00321150-000000 SHANNON JEANETTE
 114 00102891-001200 SHARRETT ROBIN
 115 00102240-000000 SHAW KIM E
 116 00326400-000000 SILENT HUNTER BOAT YARD LLC
 117 00327080-000000 SOSA CHRISTIAN
 118 00102840-000200 SOUTH BAY REVOCABLE TRUST 04/08/2016
 119 00320880-000000 SOUTHERN BELL TELEPHONE AND TELEGRAPH CO
 120 00102000-000000 SPIERING MELODY ALDACOSTA
 121 00323610-000000 SPREITZER FAMILY REV LYG TRUST 12/18/08
 122 00321180-000105 STAMMERJOHN ROBERT C
 123 00321080-002300 STEWART DOROTHY
 124 00320900-000000 STILES MARK
 125 00102891-002500 STROH GREGORY A
 126 00321180-000101 SUNCOAST REALTY INVESTORS LC
 127 00321080-000200 SWAIDAN FLOYD E
 128 00323560-000000 T & B DANIELS LLC
 129 00321060-000000 THUNDERBOLT REAL ESTATE HOLDINGS LLC
 130 00321080-000000 TOWNHOMES OF SISTERS CREEK HOMEOWNERS ASSOC INC
 131 00102891-001000 TRAA BRENDA LIVING TRUST 08/16/2024
 132 00320850-000000 WEDDLE RONALD
 133 00321080-002700 WILEY SHANNON P

SKETCH OF BOUNDARY SURVEY

CITY OF MARATHON

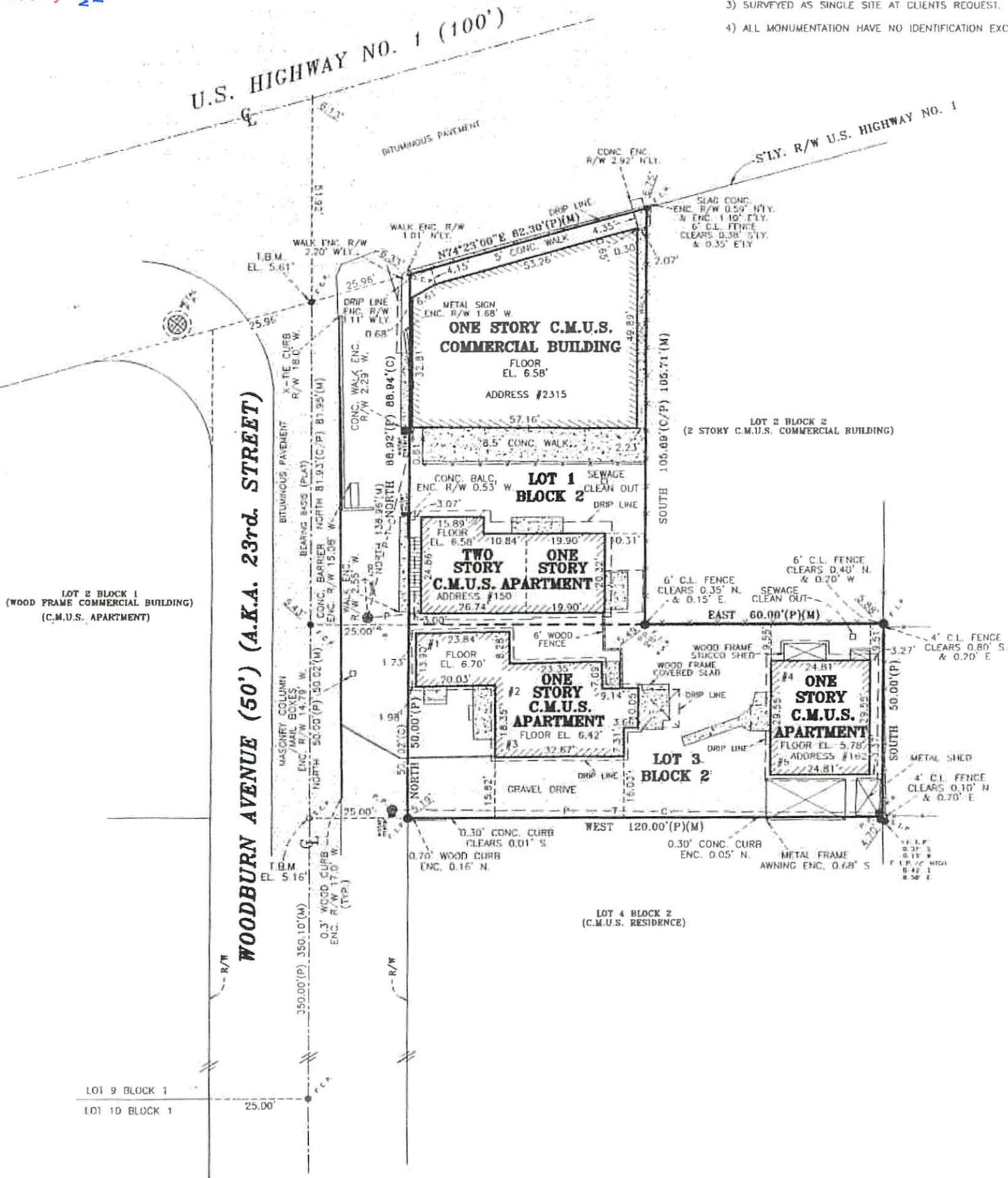
RECEIVED
2025-129
JUN 16 2025
MONROE COUNTY
PLANNING DEPT.

LEGAL DESCRIPTION AS FURNISHED BY CLIENT:

LOTS 1 AND 3, BLOCK 2, SOMBRERO SUBDIVISION NO. 1, AS RECORDED IN PLAT BOOK 2, PAGE 31, SECTION 9-66-32, KEY VACA, MONROE COUNTY, FLORIDA, PUBLIC RECORDS.

NOTES:

- 1) NO LEGAL DESCRIPTION FURNISHED FOR UTILITIES, UTILITY LINES AND POWER POLES MAY HAVE ACQUIRED PRESCRIPTIVE EASEMENTS AND THEREFORE ARE NOT SHOWN AS ENCROACHMENTS.
- 2) ENCROACHMENTS OR EXCROACHMENTS AS SHOWN HEREON ARE BASED ON VISUALLY OBSERVED APPARENT PHYSICAL USE AND/OR POSSESSION AND ARE SUBJECT TO REVIEW IF PROVEN OTHERWISE.
- 3) SURVEYED AS SINGLE SITE AT CLIENTS REQUEST.
- 4) ALL MONUMENTATION HAVE NO IDENTIFICATION EXCEPT AS NOTED.



T.B.M. = TEMPORARY BENCH MARK

LEGEND

- = FOUND CONTROL POINT
- = SET CONTROL POINT
- = FOUND 3/4" PIPE
- = SET 3/4" PIPE
- = FOUND 5/8" REBAR
- = PERMANENT REFERENCE MONUMENT
- = POWER POLE / BENCH MARK
- = INDICATES CONCRETE
- LY. = ERLY
- AKA. = ALSO KNOWN AS
- C.M.U.S. = CONCRETE MASONRY UNIT STRUCTURE
- P-T-C- = AERIAL POWER, TELEPHONE, AND/OR CABLE LINES
- A.M.H.W.L. = APPROXIMATE MEAN HIGH WATER LINE ACCORDING TO ARMY CORP OF ENGINEERS ESTIMATE
- EL. = ELEVATIONS (SHOWN THUS X 5.00') ARE RELATIVE TO 1929 NATIONAL GEODETIC VERTICAL DATUM, MONUMENT # R-272 ELEVATION 5.31'
- 100 Year Coastal Flood Zone AE Base Flood Elevation 8.00'
- FIRM NO.120681 PANEL NO. 1378 K. REV. 02/18/05
- NOTE: UNDERGROUND ENCROACHMENTS OR CONDITIONS IF ANY ARE NOT LOCATED.
- ALL ANGLES ARE 90° UNLESS OTHERWISE NOTED.

ABBREVIATIONS

- ENC. = ENCROACHMENT
- C.L.F. = CHAIN LINK FENCE
- CONC. = CONCRETE
- R/W = RIGHT-OF-WAY
- (P) = PLAT
- (M) = MEASURED
- (C) = CALCULATED
- (D) = DEED/DESCRIPTION
- P.O.C. = POINT OF COMMENCEMENT
- P.O.B. = POINT OF BEGINNING
- P.C. = POINT OF CURVE
- P.I. = POINT OF INTERSECTION
- P.T. = POINT OF TANGENT
- CL = CENTERLINE
- A/C = AIR CONDITIONER
- BALC. = BALCONY
- CANT. = CANTILEVER
- TYP. = TYPICAL
- /// = BROKEN LINE (NOT TO SCALE)



SCALE
1" = 30'



This certifies that a survey of the above furnished description was made under my supervision and the survey meets the "Minimum Technical Standards" set forth by the Florida Board of Professional Land Surveyors in Chapter 61G17-6, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

Date Survey completed 12/07/05

IMPROVEMENT LOCATION AND BOUNDARY SURVEY FOR THE BENEFIT OF:
BRIAN C. SCHMITT

LAW OFFICES OF THOMAS D. WRIGHT, CHARTERED ATTORNEYS' TITLE INSURANCE FUND, INC ORION BANK, ITS SUCCESSORS AND/OR ASSIGNS.

John Paul Grimes III
JOHN PAUL GRIMES, III, S. & M., NO. 4906
NOT VALID WITHOUT SIGNATURE & ORIGINAL RAISED SEAL
THIS SURVEY IS NOT ASSIGNABLE
THIS SURVEY SUBJECT TO A TITLE SEARCH.

J.P. GRIMES, REGISTERED FLORIDA SURVEYOR AND MAPPER
P.O. BOX 510403 #14 6th STREET
KEY COLONY BEACH, FL 33051-0403
PH. (305) 743-4510
FAX (305) 743-3277

P.N. 051114 BT

THE SURVEY DEPICTED HERE IS NOT COVERED BY PROFESSIONAL LIABILITY INSURANCE

MAP OF BOUNDARY & MEAN HIGH WATER SURVEY
LOT 22, BLOCK 19 - CUTTHROAT HARBOR ESTATES
PLAT BOOK 4, PAGE 165 - MONROE COUNTY, FLORIDA

RECEIVED
2025-12-9
JUN 16 2023
MONROE COUNTY
PLANNING DEPT.

PARCEL INFORMATION -
 ID: 00180340-000000 (MCPA - qpublic.net)
 ADDRESS: 22716 JOLLY ROGER DRIVE
 CUDJOE KEY, FL 33042

BEARING BASE:
 THE CENTERLINE OF JOLLY
 ROGER DRIVE AT S64°10'03"E
 AS DERIVED FROM THE PLAT

ALL ANGLES DEPICTED
 ARE 90 DEGREES UNLESS
 OTHERWISE INDICATED

BENCHMARK:
 FND NAIL & DISC,
 LB 7665 IN UPW CU44 18 10
 EL. 8.00' NGVD29
 (EL. 6.64 NAVD88)

MEAN HIGH WATER SURVEY
 FILE NUMBER IS # 4555

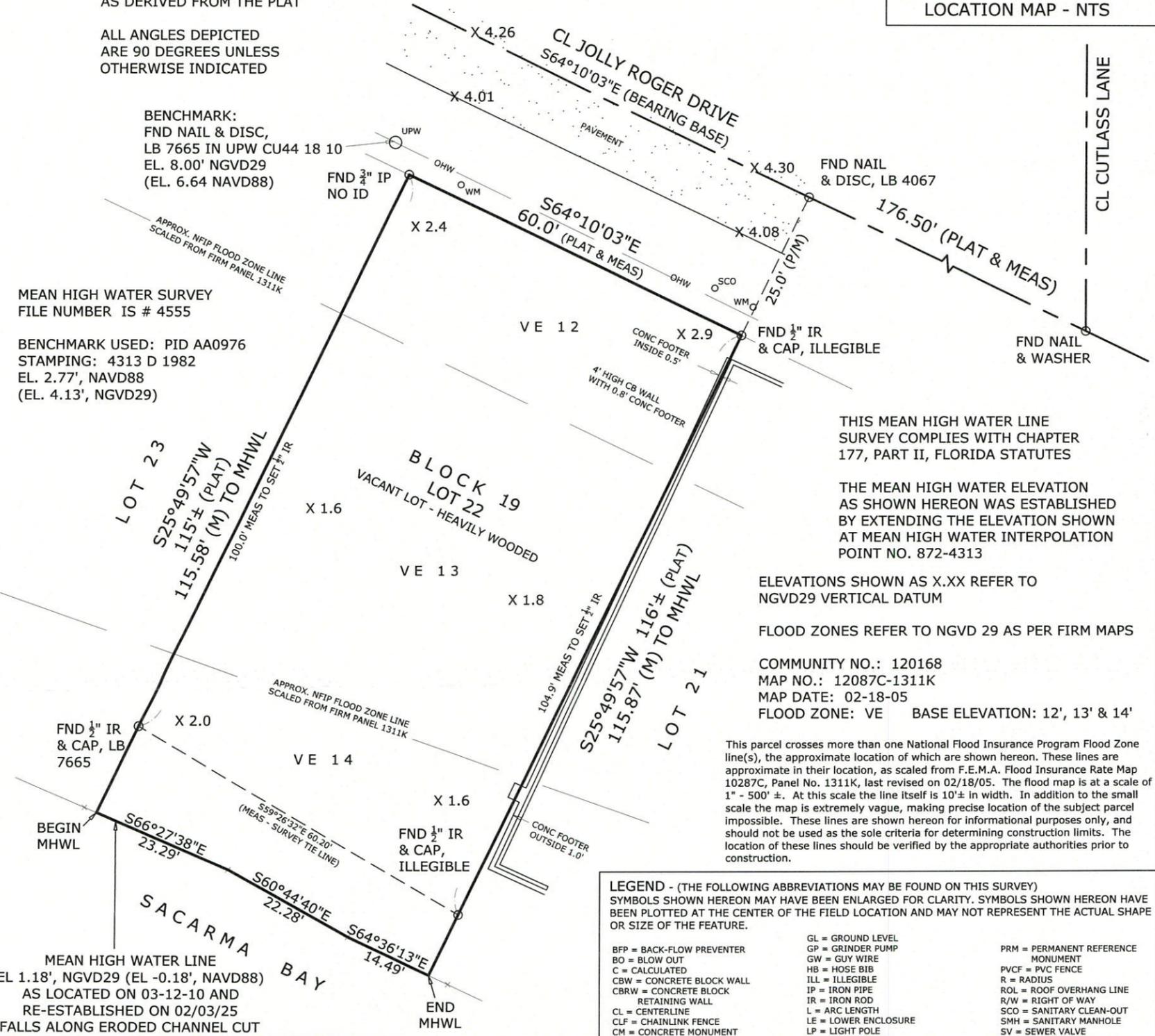
BENCHMARK USED: PID AA0976
 STAMPING: 4313 D 1982
 EL. 2.77', NAVD88
 (EL. 4.13', NGVD29)

NORTH
 ASSUMED FROM PLAT
 OR LEGAL DESCRIPTION

SCALE: 1" = 20'



LOCATION MAP - NTS



THIS MEAN HIGH WATER LINE
 SURVEY COMPLIES WITH CHAPTER
 177, PART II, FLORIDA STATUTES

THE MEAN HIGH WATER ELEVATION
 AS SHOWN HEREON WAS ESTABLISHED
 BY EXTENDING THE ELEVATION SHOWN
 AT MEAN HIGH WATER INTERPOLATION
 POINT NO. 872-4313

ELEVATIONS SHOWN AS X.XX REFER TO
 NGVD29 VERTICAL DATUM

FLOOD ZONES REFER TO NGVD 29 AS PER FIRM MAPS

COMMUNITY NO.: 120168
 MAP NO.: 12087C-1311K
 MAP DATE: 02-18-05

FLOOD ZONE: VE BASE ELEVATION: 12', 13' & 14'

This parcel crosses more than one National Flood Insurance Program Flood Zone line(s), the approximate location of which are shown hereon. These lines are approximate in their location, as scaled from F.E.M.A. Flood Insurance Rate Map 10287C, Panel No. 1311K, last revised on 02/18/05. The flood map is at a scale of 1" = 500' ±. At this scale the line itself is 10' ± in width. In addition to the small scale the map is extremely vague, making precise location of the subject parcel impossible. These lines are shown hereon for informational purposes only, and should not be used as the sole criteria for determining construction limits. The location of these lines should be verified by the appropriate authorities prior to construction.

LEGEND - (THE FOLLOWING ABBREVIATIONS MAY BE FOUND ON THIS SURVEY)
 SYMBOLS SHOWN HEREON MAY HAVE BEEN ENLARGED FOR CLARITY. SYMBOLS SHOWN HEREON HAVE BEEN PLOTTED AT THE CENTER OF THE FIELD LOCATION AND MAY NOT REPRESENT THE ACTUAL SHAPE OR SIZE OF THE FEATURE.

- | | | |
|--------------------------------------|--|--------------------------------------|
| BFP = BACK-FLOW PREVENTER | GL = GROUND LEVEL | PRM = PERMANENT REFERENCE MONUMENT |
| BO = BLOW OUT | GP = GRINDER PUMP | PVCF = PVC FENCE |
| C = CALCULATED | GW = GUY WIRE | R = RADIUS |
| CBW = CONCRETE BLOCK WALL | HB = HOSE BIB | ROL = ROOF OVERHANG LINE |
| CBRW = CONCRETE BLOCK RETAINING WALL | ILL = ILLEGIBLE | R/W = RIGHT OF WAY |
| CL = CENTERLINE | L = ARC LENGTH | SCO = SANITARY CLEAN-OUT |
| CLF = CHAINLINK FENCE | LE = LOWER ENCLOSURE | SMH = SANITARY MANHOLE |
| CM = CONCRETE MONUMENT | LP = LIGHT POLE | SV = SEWER VALVE |
| CONC = CONCRETE | LS = LANDSCAPING | TBM = TIDAL BENCHMARK |
| CS = CONCRETE SLAB | M = MEASURED | TOB = TOP OF BANK |
| CVRD = COVERED | MHWL = MEAN HIGH WATER LINE | TOS = TOE OF SLOPE |
| D = DEED | MTLF = METAL FENCE | TP = TYPICAL |
| DEASE = DRAINAGE EASEMENT | NAVD = NORTH AMERICAN VERTICAL DATUM (1988) | UEASE = UTILITY EASEMENT |
| EB = ELECTRIC BOX | NGVD = NATIONAL GEODETIC VERTICAL DATUM (1929) | UPC = CONCRETE UTILITY POLE |
| EL = ELEVATION | NTS = NOT TO SCALE | UPM = METAL UTILITY POLE |
| ELEV = ELEVATED | OHW = OVERHEAD WIRES | UPW = WOOD UTILITY POLE |
| EM = ELECTRIC METER | P = PLAT | WD = WOOD DECK |
| ENCL = ENCLOSURE | P/M = PLAT & MEASURED | WDF = WOOD FENCE |
| FEE = FINISHED FLOOR ELEVATION | PCP = PERMANENT CONTROL POINT | WF = WIRE FENCE |
| FH = FIRE HYDRANT | PI = POINT OF INTERSECTION | WL = WOOD LANDING |
| FI = FENCE INSIDE | PK = PARKER KALON NAIL | WM = WATER METER |
| FND = FOUND | POB = POINT OF BEGINNING | WRACK LINE = LINE OF DEBRIS ON SHORE |
| FO = FENCE OUTSIDE | POC = POINT OF COMMENCEMENT | WV = WATER VALVE |
| FOL = FENCE ON LINE | | |
| GI = GRATE INLET | | |

LEGAL DESCRIPTION -

Lot 22, Block 19, CUTTHROAT HARBOR ESTATES, according to the Plat thereof as recorded in Plat Book 4, Page 165, of the Public Records of Monroe County, Florida.

CERTIFIED TO -

GIRALDO FAMILY LIVING TRUST 04/10/2018
 C/O CHRISTIAN GIRALDO MORENO CO-TRUSTEE

LEGAL DESCRIPTIONS HAVE BEEN FURNISHED BY THE CLIENT OR HIS/HER REPRESENTATIVE.

THIS SURVEY DOES NOT PURPORT TO SHOW OWNERSHIP OF WALLS OR FENCES ALONG PROPERTY LINES.

PUBLIC RECORDS HAVE NOT BEEN RESEARCHED BY THE SURVEYOR TO DETERMINE THE ACCURACY OF THESE DESCRIPTIONS NOR HAVE ADJOINING PROPERTIES BEEN RESEARCHED TO DETERMINE OVERLAPS OR HIATUS.

This field survey was completed for the sole and exclusive benefit of the parties listed herein and shall not be relied upon by any other entity or individual whomsoever.

likewise, any reuse of this survey for any purpose other than which was originally intended, without the written permission of the undersigned Surveyor & Mapper, will be done so at the risk of the reusing party and without any liability to the undersigned surveyor & mapper.

Additions or deletions to survey maps or reports by other than the signing party or parties is prohibited without written consent of the signing party or parties.

The accuracy standard for this survey is from the Standards and Specifications for Geodetic Control Networks published by the Federal Geodetic Control Committee dated September 1984 Third-order, Class I with a minimum of 1:10,000. The accuracy for this survey exceeds this standard.

Units of measurement are in U.S. Survey Feet and decimal parts thereof.

The location of utilities was limited to visible and above ground evidence only. No underground improvements, if any, were located except as shown hereon.

SCALE: 1"=20'

FIELD WORK DATE 02/03/25

REVISION DATE -/-/-

SHEET 1 OF 1

DRAWN BY: JM

CHECKED BY: GF

INVOICE #: 25012107

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES. THIS SURVEY, WHEN SCHEDULE "B" HAS BEEN PROVIDED, MEETS THE PROVISIONS OF FLORIDA ENDORSEMENT FORM 9, SUBPARAGRAPH 1(B)1(SETBACKS), 1(B)3(ENCROACHMENTS), & 1(B)4(EASEMENTS). SCHEDULE "B" HAS NOT BEEN PROVIDED.

SIGNED

GINO FURLANO, SURVEYOR AND MAPPER, STATE OF FLORIDA LS 5044



X THIS DIGITAL SURVEY IS NOT VALID WITHOUT THE ELECTRONIC SIGNATURE AND ELECTRONIC SEAL.



REECE & ASSOCIATES

PROFESSIONAL SURVEYOR AND MAPPER, LB 7846

31193 AVENUE A, BIG PINE KEY, FL 33043

OFFICE: (305) 872 - 1348

EMAIL: INFO@REECESURVEYING.COM