



MONROE COUNTY, FLORIDA
RESOLUTION NO. 402 -2013

A RESOLUTION BY THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS APPROVING A DEVELOPMENT AGREEMENT BETWEEN AND AMONG MONROE COUNTY; SUMMERLAND PALMS INVESTORS, LLC; COCO PALMS DEVELOPERS, LLC; SUNCREST LANDING, LLC; SINGH INVESTORS, LLC; AND OCEANSIDE INVESTORS, LLC ALLOWING THE TRANSFER OF UP TO 46 MARKET-RATE ROGO EXEMPTIONS FROM MOBILE HOME PARK SITES (SENDER SITES) TO A PROPERTY ON STOCK ISLAND KNOWN AS OCEANSIDE (RECEIVER SITE) IN ACCORDANCE WITH MONROE COUNTY CODE SECTION 130-161.1; REQUIRING THAT THE UNITS ON THE SENDER SITES SHALL BE CONVERTED TO, OR REPLACED WITH, AFFORDABLE HOUSING UNITS, AND CONCEPTUALLY APPROVING THE REDEVELOPMENT OF THE RECEIVER SITE

WHEREAS, during a regularly scheduled public meeting held on December 11, 2013, the Monroe County Board of County Commissioners conducted a public hearing to review and consider a request filed by Attorney Barton W. Smith, on behalf of Summerland Palms Investors, LLC; Coco Palms Developers, LLC; Suncrest Landing, LLC; Singh Investors, LLC; and Oceanside Investors, LLC for a Development Agreement (Agreement) in accordance with Monroe County Code §110-132, §110-133 and §130-161.1 and Florida Statutes §163.3220 *et seq.*, the "Florida Local Government Development Agreement Act"; and

WHEREAS, the Agreement allows the transfer of 46 Residential Rate of Growth Ordinance (ROGO) exemptions – known as Transferable ROGO Exemptions (TRE's) - from sender sites at 24930 Overseas Highway owned by Summerland Palms Investors, LLC ("Summerland Site") (22 market-rate permanent TRE's); 21585 Old State Road 4A owned by Coco Palms Developers, LLC ("Cudjoe Site") (17 market-rate permanent TRE's); and 5176 Suncrest Road owned by Suncrest Landing, LLC ("Stock Island Site") (7 market-rate permanent TRE's) to a receiver site at 5950 and 5970 Peninsular Avenue owned by Oceanside Investors, LLC ("Oceanside"), in accordance with §130-161.1 of the Monroe County Code. On the sender sites, the residential dwelling units from which the transferred market-rate TRE's are derived shall be converted to, or replaced with, deed-restricted affordable housing; and

WHEREAS, Singh Investors, LLC, is an active Florida limited liability company which has a purchase agreement to purchase the Stock Island Site located at 5176 Suncrest Road, Stock Island, Florida, from Suncrest Landing, LLC, an active Florida limited liability company; and

WHEREAS, the Agreement involves the redevelopment of the receiver site located at 5950 and 5970 Peninsular Avenue, Stock Island, Florida. The site has historically been known as Key West Oceanside Marina (Oceanside); and

WHEREAS, Oceanside, the receiver site, located at 5950 and 5970 Peninsular Avenue, Stock Island, is legally described as Block 60, portions of Lots 1, 2 and 3, Block 61, portions of Lots 1, 2 and 3, the portion of Maloney Avenue lying between Blocks 60 and 61, McDonald's Plat (Plat Book 1, Page 55), also described as a parcel of land in Sections 26, 34, 35 and 36, Township 37 South and Range 25 East, having real estate #00127420.000000 and #00127420.000100; and

WHEREAS, the Summerland Site, located at 24930 Overseas Highway, Summerland Key, is legally described as Lot 55 and a portion of Lot 54, Summerland Yacht Harbor (Plat Book 2, Page 142), having real estate numbers #00194741.000100, #00194741.000200, #00194741.000300, #00194741.000400, #00194741.000500, #00194741.000600, #00194741.000700, #00194741.000800, #00194741.000900, #00194741.001000, #00194741.001100, #00194741.001200, #00194741.001300, #00194741.001400, #00194741.001500, #00194741.001600, #00194741.001700, #00194741.001800, #00194741.001900, #00194741.002000, #00194741.002100 and #00194741.002200; and

WHEREAS, the Cudjoe Site, located at 21585 Old State Road 4A, Cudjoe Key, is legally described as Lot 30, Sacarma (Plat Book 2, Page 48), having real estate number 00174960.000000; and

WHEREAS, the Stock Island Site, located at 5176 Suncrest Road, Stock Island, is legally described as Lots 27 and 28, Sun Krest (Plat Book 1, Page 107), having real estate number 00132680.000000; and

WHEREAS, the Agreement is required as part of an affordable housing incentive program as set forth in §130-161.1 of the Monroe County Code; and

WHEREAS, the intent of the program outlined in §130-161.1 is to establish an appropriate incentive for mobile home park owners to maintain mobile home park sites, mobile home developments in Urban Residential Mobile Home (URM) and Urban Residential Mobile Home Limited (URM-L) districts, and contiguous parcels under common ownership containing mobile homes where any of the foregoing is presently serving as a primary source of affordable housing in Monroe County (any of the foregoing being an "eligible sender site") by providing an alternative development strategy to straightforward market-rate redevelopment; and

WHEREAS, the program outlined in §130-161.1 allows the transfer of market-rate ROGO exemptions associated with lawfully established dwelling units now existing at an

eligible sender site to be transferred to another site or sites in exchange for maintaining an equal or greater number of deed-restricted affordable dwelling units within Monroe County; and

WHEREAS, the Agreement also approves a conceptual site plan for development on the Oceanside site subject to further site plan approval by the Planning Commission; and

WHEREAS, the development agreement approves the addition of 78 residential dwelling units, which may be used as vacation rentals, up to 5 hotel rooms, a new restaurant, and other improvements related to the existing marina and accessory development; and

WHEREAS, the Monroe County Planning Commission held a public hearing at its meeting on November 15, 2013; and

WHEREAS, at the November 15, 2013, public hearing, the Planning Commission formally requested and recommended:

- a. revision to the development agreement to modify affordable housing income types of the 46 affordable housing units at the sender sites from 100 percent moderate-income to an approximate combination of 50 percent moderate-income, 25 percent median-income and 25 percent low-income;
- b. to expressly limit the height of all structures to 35 feet or less; and
- c. to modify the proposed duration of rent-controlled leases for existing mobile home residents from five years to seven years; and

WHEREAS, based upon the information and documentation submitted, the Board of County Commissioners makes the following Findings of Fact:

1. The receiver site, Oceanside, 5950 and 5970 Peninsular Avenue, Stock Island, is located within a Mixed Use (MU) Land Use (Zoning) District. Further, it is designated within a Mixed Use / Commercial (MC) category on the Future Land Use Map (FLUM) and within a Tier III district on the Tier Overlay District Map;
2. The Summerland Site, a sender site, 24930 Overseas Highway, Summerland Key, is located within an Urban Residential Mobile Home (URM) Land Use (Zoning) District. Further, it is designated within a Residential High (RH) category on the Future Land Use Map (FLUM) and within a Tier III district on the Tier Overlay District Map;
3. The Cudjoe Site, a sender site, 21585 Old State Road 4A, Cudjoe Key, is located partially within Native Area (NA), Urban Residential Mobile Home (URM) and Suburban Commercial (SC) Land Use (Zoning) Districts. Further, it is designated partially within Residential Conservation (RC), Residential High (RH) and Mixed Use / Commercial (MC) categories on the Future Land Use Map (FLUM) and within a Tier III district on the Tier Overlay District Map;
4. The Stock Island Site, a sender site, 5176 Suncrest Road, Stock Island, is located partially within Mixed Use (MU) and Native Area (NA) Land Use (Zoning) Districts. Further, it is designated partially within Mixed Use / Commercial (MC)

and Residential Conservation (RC) categories on the Future Land Use Map (FLUM) and within Tier I or III districts on the Tier Overlay District Map (affordable housing would be located entirely within the Tier III portion of the site);

5. On July 30, 2013, the development agreement was reviewed by the Development Review Committee;
6. The Monroe County Planning Commission held a public hearing at its meeting on November 15, 2013, which was the first of two required public hearings, and recommended approval to the Board of County Commissioners in Resolution P29-13;
7. Florida Statutes §163.3220 authorizes Monroe County to enter into development agreements with landowners and/or governmental agencies to encourage a stronger commitment to comprehensive and capital facilities planning, ensure the provision of adequate public facilities for development, encourage the efficient use of resources, and reduce the economic cost of development; and

WHEREAS, based upon the information and documentation submitted, the Board of County Commissioners makes the following Conclusions of Law:

1. The request is consistent with the provisions and intent of the Monroe County Code;
2. The request is consistent with the provisions and intent of the Monroe County Year 2010 Comprehensive Plan;
3. The request is consistent with the provisions and intent of the Lower Keys (MM 14.2 – 29.0) Livable CommuniKeys Plan;
4. The request is consistent with the Master Plan for the Future Development of Stock Island and Key Haven, also known as the Stock Island/Key Haven CommuniKeys Plan;
5. The request is consistent with the Principles for Guiding Development in the Florida Keys Area of Critical State Concern;
6. The development agreement is required as part of an affordable housing incentive program as set forth in §130-161.1 of the Monroe County Code and furthers the provision of affordable housing in Monroe County;
7. The Agreement, among other things, is intended to and shall constitute a development agreement among the Parties pursuant to the Florida Local Government Development Agreement Act, Section 163.3223, et seq., Florida Statutes;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, that the preceding Findings of Fact and Conclusions of Law support its decision to APPROVE the proposed Development Agreement between Monroe County; Summerland Palms Investors, LLC; Coco Palms Developers, LLC; Suncrest Landing, LLC; Singh Investors, LLC; and Oceanside Investors, LLC.

PASSED AND ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS of Monroe County, Florida, at a regular meeting held on the 11TH of December , 2013.

Mayor Sylvia Murphy	<u>Yes</u>
Mayor <i>pro tem</i> Danny L. Kohlage	<u>Yes</u>
Commissioner Heather Carruthers	<u>Yes</u>
Commissioner George Neugent	<u>Yes</u>
Commissioner David Rice	<u>Yes</u>



BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

BY: Sylvia J. Murphy
Mayor Sylvia Murphy

ATTEST: AMY HEAVILIN, CLERK

Amy Heavilin
Deputy Clerk

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:

Susan M. Grimsley
SUSAN M. GRIMSLEY
ASSISTANT COUNTY ATTORNEY
September 12, 2014

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is entered into on the 17th day of December 2013, by and between Monroe County, Florida, a Political Subdivision of the State of Florida ("Monroe County"), Summerland Palms Investors, LLC, a Florida limited liability company ("Summerland Palms"), Coco Palms Developers, LLC, a Florida limited liability company, ("Coco Palms Developers"), Suncrest Landing, LLC, a Florida limited liability company ("Suncrest"), Singh Investors, LLC, a Florida limited liability company ("Singh Investors"), and Oceanside Investors, LLC, a Florida limited liability company ("Oceanside Investors") (collectively, the "Parties"), pursuant to Sections 110-132, 110-133, and 130-161.1 of the Monroe County, Florida, Code of Ordinances ("Monroe County Code"), and the Florida Local Government Development Agreement Act, Florida Statutes Sections 163.3220-163.3243 (2013), and is binding on the "Effective Date" set forth herein:

WITNESSETH:

The Parties hereby agree as follows:

I. RECITALS

- A. This Agreement involves the redevelopment of property located at 5950 and 5970 Peninsular Avenue, Stock Island, Florida. The site has historically been known as Key West Oceanside Marina and, individually, it is referred to as "Oceanside Property" herein this Agreement.
- B. This Agreement involves the transfer of Transferable Residential Rate of Growth Ordinance Exemptions (TRE's), from Sender Sites at 24930 Overseas Highway, Summerland Key, Florida, 21585 Old State Road 4A, Cudjoe Key, Florida and 5176 Suncrest Road, Stock Island, Florida to the Oceanside Property, a Receiver Site, at 5950 and 5970 Peninsular Avenue, Stock Island, Florida in accordance with Monroe County Code Section 130-161.1. Collectively, these sites are referred to as the "Properties" herein this Agreement.
- C. All Parties have the authority to enter into this Agreement through Florida Statutes Chapter 163 and the sole and undivided ownership of the Properties.
- D. Section 163.3220, Florida Statutes, authorizes Monroe County to enter into development agreements with landowners and/or governmental agencies to encourage a stronger commitment to comprehensive and capital facilities planning, ensure the provision of adequate public facilities for development, encourage the efficient use of resources, and reduce the economic cost of development.
- E. This Agreement, among other things, is intended to and shall constitute a development agreement among the Parties pursuant to the Florida Local Government Development Agreement Act, Section 163.3223, *et seq.*, Florida Statutes (the "Act").

1
2 F. The Parties recognize that the public noticing and hearing procedures shall follow the
3 requirements of Section 163.3225, Florida Statutes, which requires the local government to
4 conduct two public hearings, one of which may be before the Planning Commission.
5

6 G. Monroe County finds that entering into this Agreement furthers the purposes, goals,
7 objectives and policies of the Monroe County Comprehensive Plan which contains goals and
8 objectives that seek to encourage the provision of affordable housing through incentive
9 programs and regulations (including but not limited to Goal 601, Objective 601.1, Objective
10 601.2 and Objective 601.6).
11

12 H. Monroe County Code Section 130-161.1 encourages the redevelopment of mobile home sites
13 to encourage the establishment/preservation of deed restricted affordable housing in
14 exchange for the ability to transfer an equal number or lesser number of TRE's associated
15 with market-rate, permanent residential dwelling units.
16

17 I. Monroe County Code Section 130-161(a)(1) intends "to establish an appropriate incentive
18 for mobile home park owners to maintain mobile home park sites, mobile home
19 developments in [Urban Residential Mobile Home ("URM") and Urban Residential Mobile
20 Home Limited ("URM-L") Land Use Districts], and contiguous parcels under common
21 ownership containing mobile homes where any of the foregoing is presently serving as a
22 primary source of affordable housing in Monroe County (any of the foregoing being an
23 "eligible sender site") by providing an alternative development strategy to straightforward
24 market-rate redevelopment. This program is intended to allow the transfer of market rate
25 ROGO exemptions associated with lawfully established dwelling units now existing at an
26 eligible sender site to be transferred to another site or sites in exchange for maintaining an
27 equal or greater number of deed-restricted affordable dwelling units within Monroe County.
28 This program seeks to address the housing needs of the Florida Keys as a regional
29 obligation."
30

31 J. Monroe County Code Section 130-161.1(2)(b)(i)(ii)(iii) requires approval of a development
32 agreement and a minor conditional use permit in order to transfer the market-rate TRE's
33 attributable to sites with more than ten (10) mobile homes.
34

35 K. Oceanside Property, 5950 and 5970 Peninsular Avenue, Stock Island, Florida is generally
36 described as follows:
37

38 1. Oceanside Investors owns that certain real property located at 5950 and 5970 Peninsular
39 Avenue, Stock Island, Florida ("Oceanside Property"). A copy of the Special Warranty
40 Deed evidencing Oceanside Investors' ownership is attached as Exhibit 1. Historically
41 and currently the Oceanside Property was and is being used for residential, commercial
42 retail and marina uses.
43

44 2. The Oceanside Property is legally described as Block 60, portions of Lots 1, 2 and 3,
45 Block 61, portions of Lots 1, 2 and 3, the portion of Maloney Avenue lying between
46 Blocks 60 and 61, McDonald's Plat, Plat Book 1, Page 55 also described as parcel of land

- 1 in Sections 26, 34, 35 and 36, Township 37 South and Range 25 East. A complete legal
2 description is provided in Exhibit 2.
- 3
- 4 3. As of the date of this Agreement, the Oceanside Property is assessed by the Monroe
5 County Property Appraiser as real estate numbers 00127420.000000 and
6 00127420.000100.
- 7
- 8 4. The Oceanside Property currently has a Mixed Use ("MU") Land Use (Zoning) District
9 designation and a corresponding Mixed Use Commercial ("MC") Future Land Use Map
10 designation. A copy of the Land Use District Map and Future Land Use Map for the
11 Oceanside Property is attached as Exhibit 3.
- 12
- 13 5. The Oceanside Property currently has a Tier Overlay District designation of Tier III.
- 14
- 15 6. The Oceanside Property consists of 19.84 acres, including 11.18 acres of upland and 8.66
16 acres of submerged land.
- 17
- 18 7. Since September 15, 1986, marinas in the MU Land Use (Zoning) District require a
19 major conditional use permit. Since the Oceanside Property was lawfully developed with
20 a marina prior to September 15, 1986, the Oceanside Property is deemed to have a major
21 conditional use permit in accordance with Monroe County Code Section 101-4(c).
- 22
- 23 8. In 1996, the Oceanside Investors' predecessor in interest applied for a minor conditional
24 use permit for part of the Oceanside Property, 5970 Peninsular Avenue (real estate
25 #00127420.000100 only). The approval is memorialized by Development Order #12-96,
26 approved by the Monroe County Director of Planning on July 23, 1996 and recorded in
27 the official records of Monroe County on September 6, 1996. The permit allowed for the
28 construction of a 9,600 square foot storage building and other associated accessory
29 improvements. A copy of Development Order #12-96 is attached as Exhibit 4.
- 30
- 31 9. In 1997, the Oceanside Investors' predecessor in interest applied for an amendment to the
32 major conditional use permit for part of the current Oceanside Property, 5950 Peninsular
33 Avenue (real estate #00127420.000000 only). The approval is memorialized by Planning
34 Commission Resolution #P52-97, approved by the Monroe County Planning Commission
35 at a public hearing on July 10, 1997, signed by the Monroe County Planning Commission
36 Chair on August 18, 1999 and recorded in the official records of Monroe County on
37 August 24, 1999. The amendment allowed for the construction of twenty-two (22)
38 attached, market rate residential dwelling units; one (1) boat storage building; an addition
39 to an existing restaurant; and other associated accessory improvements. A copy of
40 Planning Commission Resolution #P52-97 is attached as Exhibit 5.
- 41
- 42 10. Following the issuance of Planning Commission Resolution #P52-97, Oceanside
43 Investors' predecessor in interest and subsequent owner Douglas Walker's successor in
44 interest, Kings Pointe Marina, LLC ("Kings Pointe"), acquired the adjacent property,
45 5970 Peninsular Avenue.

- 1 11. Following the issuance of Planning Commission Resolution #P52-97, the twenty-two
2 (22) attached, market rate residential dwelling units approved by Planning Commission
3 Resolution #P52-97 were constructed and sold under condominium ownership. As such
4 the residential dwelling units are not part of the Oceanside Property.
5
- 6 12. In 1999, Monroe County, the State of Florida Department of Community Affairs (now
7 Department of Economic Opportunity), Paradise Island Park, Inc. and Key West
8 Oceanside Marina entered into a development agreement allowing the transfer of 22
9 market-rate TRE's from Paradise Island Park to the Oceanside Property. The
10 development agreement was recorded in the official records of Monroe County on April
11 7, 2000 (Book #1627, Pages #444 through #468).
12
- 13 13. In 2007, the Oceanside Investors' predecessor in interest applied for an amendment to a
14 major conditional use permit for the Oceanside Property, 5950 and 5970 Peninsular
15 Avenue (real estate #00127420.000000 and real estate #00127420.000100, as well as
16 other property associated with a condominium development). The approval is
17 memorialized by Planning Commission Resolution #P21-07, approved by the Monroe
18 County Planning Commission at a public hearing on April 11, 2007, signed by the
19 Planning Commission Chair on May 9, 2007 and recorded in the official records of
20 Monroe County on July 13, 2007. The amendment allowed for the demolition of several
21 buildings and construction of thirty-two (32) attached, market-rate residential dwelling
22 units; two (2) boat barns; eight (8) wet slips; and other associated accessory
23 improvements. A copy of Planning Commission Resolution #P21-07 is attached as
24 Exhibit 6.
25
- 26 14. The scope of work approved by Planning Commission Resolution #P21-07 was only
27 partially completed. As of the date of this Agreement, development on the Oceanside
28 Property consists of twenty-two (22) attached, market rate dwelling units (under
29 condominium ownership); a 372 square foot pool house; a 30,090 square foot metal
30 building; 16,109 square foot metal building; a 2,214 square foot tackle shop; a 552 square
31 foot fuel building; a 784 square foot Dock master office; a 1,232 square foot bath house;
32 a 4,500 square foot restaurant; a 102 square foot guard house; and a 22,000 square foot
33 boat barn (under condominium ownership).
34
- 35 15. Oceanside Investors owns and holds the rights associated with thirty-two (32) TRE's and
36 thirty-two (32) Transferable Development Rights ("TDRs") which have been assigned
37 identifier numbers A-0267 through A-0298. The TRE's and TDR's are recognized as
38 eligible to transfer by Development Order #02-07, issued to Overseas Redevelopment
39 Company ("ORC"). The development order was signed by the Director of Planning and
40 Environmental Resources on April 18, 2007 and recorded in the official records of
41 Monroe County on June 8, 2007. A copy of Development Order #02-07 and proof of
42 Oceanside Investors' ownership of the 32 TDR's and 32 TRE's recognized by
43 Development Order #02-07 is attached as Exhibit 7.
44
- 45 16. Oceanside Investors has the right to transfer the 32 TDR's and 32 TRE's recognized by
46 Development Order #02-07 off-site to the Oceanside Property, pursuant to Development

Order #02-07 and provided the provisions of the Monroe County Comprehensive Plan and the Monroe County Code are met.

L. Summerland Palms, 24930 Overseas Highway, Summerland Key, Florida is generally described as follows:

1. Summerland Palms Investors owns that certain real property located at 24930 Overseas Highway, Summerland Key, Florida ("Summerland Palms Property"). A copy of the Special Warranty Deed evidencing Summerland Palms Investors' ownership is attached as Exhibit 8. Historically and currently the Summerland Palms Property was and is used as a mobile home park.
2. The Summerland Palms Property is legally described as Lot 55 and a portion of Lot 54, Summerland Yacht Harbor, Plat Book 2, Page 142. A complete legal description is provided in Exhibit 9.
3. As of the date of this Agreement, the Summerland Palms Property is assessed by the Monroe County Property Appraiser as real estate numbers 00194741.000100, 00194741.000200, 00194741.000300, 00194741.000400, 00194741.000500, 00194741.000600, 00194741.000700, 00194741.000800, 00194741.000900, 00194741.001000, 00194741.001100, 00194741.001200, 00194741.001300, 00194741.001400, 00194741.001500, 00194741.001600, 00194741.001700, 00194741.001800, 00194741.001900, 00194741.002000, 00194741.002100, and 00194741.002200.
4. The Summerland Palms Property currently has an Urban Residential Mobile Home ("URM") Land Use (Zoning) District designation and a Residential High ("RH") Future Land Use Map designation. A copy of the Land Use District Map and Future Land Use Map for the Summerland Palms Property is attached as Exhibit 10.
5. The Summerland Palms Property currently has a Tier Overlay District designation of Tier III.
6. On November 7, 2013, the Monroe County Director of Planning and Environmental Resources issued a Letter of Development Rights Determination stating that the Summerland Palms Property is entitled to twenty-two (22) Residential Rate of Growth Ordinance (ROGO) exemptions. The letter is attached as Exhibit 11.

M. Cudjoe Coco Palms, 21585 Old State Road 4A, Cudjoe Key, Florida is generally described as follows:

1. Coco Palms Developers, LLC owns that certain real property located at 21585 Old State Road 4A, Cudjoe Key, Florida ("Cudjoe Coco Palms Property"). A copy of the Quit Claim Deed evidencing Coco Palms Developers' ownership is attached as Exhibit 12. Historically and currently the Cudjoe Coco Palms Property was and is used as a mobile home/recreational vehicle park.

2. The Cudjoe Coco Palms Property is legally described as Lot 30 Sacarma, Plat Book 2, Page 48. A complete legal description is provided in Exhibit 13.
3. As of the date of this Agreement, the Cudjoe Coco Palms Property is assessed by the Monroe County Property Appraiser as real estate number 00174960.000000.
4. The Cudjoe Coco Palms Property currently has Urban Residential Mobile Home ("URM"), Native Area ("NA") and Suburban Commercial ("SC") Land Use (Zoning) District designations and Mixed Use Commercial ("MC"), Residential Conservation ("RC") and Mixed Use Commercial ("MC") Future Land Use Map designations. A copy of the Land Use District Map and Future Land Use Map for the Cudjoe Coco Palms Property is attached as Exhibit 14.
5. The Cudjoe Coco Palms Property currently has a Tier Overlay District designation of Tier III.
6. On November 26, 2013, the Monroe County Director of Planning and Environmental Resources issued a Letter of Development Rights Determination stating that the Cudjoe Coco Palms Property is entitled to seventeen (17) Residential Rate of Growth Ordinance (ROGO) exemptions. The letter is attached as Exhibit 15.

N. Suncrest, 5176 Suncrest Road, Stock Island is generally described as follows:

1. Suncrest owns that certain real property located at 5176 Suncrest Road, Stock Island, Florida ("Stock Island Suncrest Property"). A copy of the Warranty Deed evidencing Suncrest's ownership is attached as Exhibit 16. Historically and currently the Stock Island Suncrest Property was and is used as a mobile home park.
2. The Stock Island Suncrest Property is legally described as Lots 27 and 28 Sun Krest, Plat Book 1, Page 107. A complete legal description is provided in Exhibit 17.
3. As of the date of this Agreement, the Stock Island Suncrest Property is assessed by the Monroe County Property Appraiser as real estate number 00132680.000000.
4. The Stock Island Suncrest Property currently has Mixed Use ("MU") and Native Area ("NA") Land Use (Zoning) District designations and Mixed Use Commercial ("MC") and Residential Conservation ("RC") Future Land Use Map designations. A copy of the Land Use District Map and Future Land Use Map for the Stock Island Suncrest Property is attached as Exhibit 18.
5. The Stock Island Suncrest Property currently is divided with Tier Overlay District designations of Tier III and Tier I.
6. On November 14, 2013, the Monroe County Director of Planning and Environmental Resources issued a Letter of Development Rights Determination stating that the Stock

1 Island Suncrest Property is entitled to seven (7) Residential Rate of Growth Ordinance
2 (ROGO) exemptions. The letter is attached as Exhibit 19.

- 3
4 7. Singh Investors currently has a purchase and sale agreement with Suncrest to acquire the
5 Stock Island Suncrest Property ("Suncrest Purchase Agreement"). A copy of the redacted
6 Suncrest Purchase Agreement is attached as Exhibit 20.

7
8 **II. PURPOSE**
9

- 10 A. The overall purpose of this Agreement is to allow the Parties to implement the provisions of
11 Monroe County Code Section 130-161.1 as applied to the Properties in order to insure the
12 continued provision of needed affordable housing in the unincorporated Lower Keys.
13
14 B. The Agreement allows the redevelopment of property located at 5950 and 5970 Peninsular
15 Avenue, Stock Island, Florida, in compliance with all applicable provisions of Florida
16 Statutes, the Principles for Guiding Development in the Florida Keys Area of Critical State
17 Concern, the Monroe County Comprehensive Plan, the Master Plan for the Future
18 Development of Stock Island and Key Haven, and the Monroe County Code.
19
20 C. The Agreement allows the Parties to implement the provisions of Monroe County Code
21 Section 130-161.1 as applied to the Properties in order to supply needed affordable housing
22 in the unincorporated Lower Keys and to allow for a reasonable use of the Properties by
23 allowing the transfer of market-rate permanent residential TRE's lawfully associated with the
24 Sender Sites to the Receiver Site.
25
26 D. Summerland Palms and Singh Investors desire to transfer the TRE rights ("Summerland
27 TRE's"), attributable to twenty-two (22) lawfully-established and recognized market-rate,
28 permanent residential dwelling units, from the Summerland Palms Property to the Oceanside
29 Property. Simultaneously therewith, Summerland Palms and Singh Investors agree to deed
30 restrict the twenty-two (22) residential dwelling units at the Summerland Palms Property and
31 to maintain those residential dwelling units as affordable housing pursuant to Monroe County
32 Code Section 130-161.1.
33
34 E. This Agreement will allow for a reasonable use of the Summerland Palms Property and
35 Oceanside Property by allowing the transfer of market rate TRE's to the eligible receiver site
36 of Oceanside Property, while assuring preservation on the Summerland Palms Property of an
37 equivalent number of residential dwelling units as affordable housing
38
39 F. Coco Palms Developers desire to transfer the TRE rights ("Coco Palms TRE's"), attributable
40 to seventeen (17) lawfully-established and recognized market-rate, permanent residential
41 dwelling units from the Cudjoe Coco Palms Property to the Oceanside Property.
42 Simultaneously therewith, Coco Palms Developers agrees to deed restrict the seventeen (17)
43 residential dwelling units at the Cudjoe Coco Palms Property and to maintain those
44 residential dwelling units as affordable housing pursuant to Monroe County Code Section
45 130-161.1.
46

- 1 G. This Agreement will allow for a reasonable use of the Cudjoe Coco Palms Property and
2 Oceanside Property by allowing the transfer of market-rate TRE's to the eligible receiver site
3 of Oceanside Property, while assuring preservation on the Cudjoe Coco Palms Property of an
4 equivalent number of residential dwelling units as affordable housing.
5
- 6 H. Suncrest and Singh Investors desire to transfer the TRE rights ("Suncrest TRE's"),
7 attributable to seven (7) lawfully-established and recognized market-rate, permanent
8 residential dwelling units from the Stock Island Suncrest Property to the Oceanside Property.
9 Simultaneously therewith, Suncrest and Singh Investors agree to deed restrict the seven (7)
10 residential dwelling units at the Stock Island Suncrest Property and to maintain those
11 residential dwelling units as affordable housing pursuant to Monroe County Code Section
12 130-161.1.
13
- 14 I. This Agreement will allow for a reasonable use of the Stock Island Suncrest Property and
15 Oceanside Property by allowing the transfer of market-rate TRE's to the eligible receiver site
16 of Oceanside Property, while assuring preservation on the Stock Island Suncrest Property of
17 an equivalent number of residential dwelling units as affordable housing.
18
- 19 J. Summerland Palms, Coco Palms Developers, Singh Investors, Suncrest and Oceanside
20 Investors have authorized Barton W. Smith, Esq. to execute this Agreement on their behalf.
21 A copy of Summerland Palms, Singh Investors, Suncrest, and Oceanside Investors' agency
22 authorization is attached hereto at Exhibit 21.
23

24 III. AGREEMENT REQUIREMENTS 25

- 26 A. **Recitals.** The recitals explaining the intent and purpose of the project as set forth in the
27 preceding clauses are incorporated herein and form a material part of this Agreement. The
28 Parties recognize the binding effect of Florida Statutes Sections 163.3220-163.3243, as to the
29 form and content of this Agreement and in accordance therewith set forth and agree to the
30 following.
31
- 32 B. **Legal Description and Ownership.** The legal descriptions for the Properties subject to this
33 Agreement are set forth in Exhibits 2, 9, 13, and 17.
34
- 35 C. **Duration of Agreement.** This Agreement shall remain in effect for ten (10) years from the
36 "Effective Date" as defined herein, and may be extended by mutual consent of the Parties
37 and approval at a public hearing, in accordance with Section 163.3229, Florida Statutes. For
38 the duration of this Agreement, the Parties agree that any development shall comply with and
39 be controlled by this Agreement, the Monroe County Code, and the Monroe County
40 Comprehensive Plan governing the development of land in effect on the date of execution of
41 this Agreement, in accordance with Section 163.3220, Florida Statutes.
42
- 43 D. **Permitted Uses.**
44
- 45 1. Oceanside Property, 5950 and 5970 Peninsular Avenue, Stock Island:
46

- 1 a. The Oceanside Property currently has a MU Land Use (Zoning) District designation
2 and a corresponding MC Future Land Use Map designation.
3
- 4 b. In accordance with this Agreement and with the MC Future Land Use Map category,
5 as set forth in Monroe County Comprehensive Plan Policy 101.4.5, the permitted uses
6 in the MC Future Land Use Map category include commercial retail; office;
7 commercial fishing; attached residential dwelling unit; hotels; marinas and accessory
8 uses.
9
- 10 c. In accordance with this Agreement and with the MU Land Use (Zoning) District, as
11 set forth in Monroe County Code Section 130-88, and in compliance with other
12 provisions of the Code, the permitted uses in the MU Land Use (Zoning) District
13 include commercial retail; office; commercial fishing; attached residential dwelling
14 unit; hotels; marinas and accessory uses.
15
- 16 d. In accordance with this Agreement and with the vacation rental provisions, as set
17 forth in Monroe County Code Section 134-1, vacation rentals may occur, and a
18 vacation rental permit is not required for a vacation rental of a dwelling unit located
19 within a controlled access, gated community with a homeowner's or property owner's
20 association that expressly regulates or manages vacation rental uses.
21
- 22 e. The redevelopment of the Oceanside Property includes the addition of up to seventy-
23 eight (78) new, market rate residential dwelling units, which may be used as vacation
24 rentals, up to five (5) new hotel rooms, a new restaurant, and other improvements
25 related to the existing marina and accessory development. Including the existing
26 twenty-two (22) condominium permanent residential units, the residential density
27 would not exceed one-hundred (100) permanent residential units and five (5) transient
28 units. Not including accessory structures related to the residential uses, the
29 nonresidential intensity shall not exceed 40,000 square feet.
30
- 31 f. The height of any new structure associated with the redevelopment of the Oceanside
32 Property shall not exceed 35 feet, according to the Monroe County Code in effect at
33 the time of the execution of this Agreement.
34
- 35 2. Summerland Palms Property, 24930 Overseas Highway, Summerland Key, Florida:
36
- 37 a. The Summerland Palms Property currently has an Urban Residential Mobile Home
38 ("URM") Land Use (Zoning) District designation and a Residential High ("RH")
39 Future Land Use Map designation.
40
- 41 b. In accordance with this Agreement and with the RH Future Land Use Map category,
42 as set forth in Monroe County Comprehensive Plan Policy 101.4.4, the permitted uses
43 in the RH Future Land Use Map category include mobile homes, detached residential
44 dwellings and accessory uses. Mobile homes and detached residential dwellings are
45 eligible to be deed-restricted as affordable housing.
46

- 1 c. In accordance with this Agreement and with the URM Land Use (Zoning) District, as
2 set forth in Monroe County Code Section 130-99, and in compliance with other
3 provisions of the Code, the permitted uses in the URM Land Use (Zoning) District
4 include mobile homes, detached residential dwellings and accessory uses. Mobile
5 homes and detached residential dwellings are eligible to be deed-restricted as
6 affordable housing.
7
- 8 d. The Summerland Palms Property shall be developed with twenty-two (22) mobile
9 homes (or other allowed types of residential dwelling units). All twenty-two (22)
10 residential dwelling units shall be deed-restricted as affordable housing pursuant to
11 the Monroe County Code.
12
- 13 e. If any mobile home is replaced with a new mobile home or other type of permitted
14 residential dwelling unit, the height of any new structure shall not exceed 35 feet,
15 according to the Monroe County Code in effect at the time of the execution of this
16 Agreement.
17

18 3. Cudjoe Coco Palms Property, 21585 Old State Road 4A, Cudjoe Key, Florida:

- 19
- 20 a. The Cudjoe Coco Palms Property currently is divided with Urban Residential Mobile
21 Home ("URM"), Native Area ("NA") and Suburban Commercial ("SC") Land Use
22 (Zoning) District designations and Mixed Use Commercial ("MC"), Residential
23 Conservation ("RC") and Residential High (RH) Future Land Use Map designations.
24
- 25 b. In accordance with this Agreement and with the RH Future Land Use Map category,
26 as set forth in Monroe County Comprehensive Plan Policy 101.4.4, the permitted uses
27 in the RH Future Land Use Map category include mobile homes, detached residential
28 dwellings and accessory uses. Mobile homes and detached residential dwellings are
29 eligible to be deed-restricted as affordable housing.
30
- 31 c. In accordance with this Agreement and with the URM Land Use (Zoning) District, as
32 set forth in Monroe County Code Section 130-99, and in compliance with other
33 provisions of the Code, the permitted uses in the URM Land Use (Zoning) District
34 include mobile homes, detached residential dwellings and accessory uses. Mobile
35 homes and detached residential dwellings are eligible to be deed-restricted as
36 affordable housing.
37
- 38 d. In accordance with this Agreement and with the RC Future Land Use Map category,
39 as set forth in Monroe County Comprehensive Plan Policy 101.4.1, the permitted uses
40 in the RC Future Land Use Map category include detached residential dwellings and
41 accessory uses. Detached residential dwellings are eligible to be deed-restricted as
42 affordable housing.
43
- 44 e. In accordance with this Agreement and with the NA Land Use (Zoning) District, as
45 set forth in Monroe County Code Section 130-89, and in compliance with other
46 provisions of the Code, the permitted uses in the NA Land Use (Zoning) District

- 1 include detached residential dwellings and accessory uses. Detached residential
2 dwellings are eligible to be deed-restricted as affordable housing.
3
- 4 f. In accordance with this Agreement and with the MC Future Land Use Map category,
5 as set forth in Monroe County Comprehensive Plan Policy 101.4.5, the permitted uses
6 in the MC Future Land Use Map category include detached and attached residential
7 dwellings and accessory uses. Attached and detached residential dwellings are
8 eligible to be deed-restricted as affordable housing.
9
- 10 g. In accordance with this Agreement and with the SC Land Use (Zoning) District, as
11 set forth in Monroe County Code Section 130-93, and in compliance with other
12 provisions of the Code, the permitted uses in the SC Land Use (Zoning) District
13 include detached and attached residential dwellings in the form of employee housing
14 and commercial apartments and accessory uses. Attached and detached residential
15 dwellings are eligible to be deed-restricted as employee/affordable housing or
16 commercial apartment/affordable housing.
17
- 18 h. The Cudjoe Coco Palms Property shall be developed with seventeen (17) mobile
19 homes (or other allowed types of residential dwelling units). All seventeen (17)
20 residential dwelling units shall be deed-restricted as affordable housing pursuant to
21 the Monroe County Code.
22
- 23 i. If any mobile home is replaced with a new mobile home or other type of permitted
24 residential dwelling unit, the height of any new structure shall not exceed 35 feet,
25 according to the Monroe County Code in effect at the time of the execution of this
26 Agreement.
27
- 28 4. Stock Island Suncrest Property, 5176 Suncrest Road, Stock Island:
29
- 30 a. The Stock Island Suncrest Property currently is divided with Mixed Use ("MU") and
31 Native Area ("NA") Land Use (Zoning) District designations and Mixed Use
32 Commercial ("MC") and Residential Conservation ("RC") Future Land Use Map
33 designations.
34
- 35 b. In accordance with this Agreement and with the MC Future Land Use Map category,
36 as set forth in Monroe County Comprehensive Plan Policy 101.4.5, the permitted uses
37 in the MC Future Land Use Map category include detached and attached residential
38 dwellings and accessory uses. Attached and detached residential dwellings are
39 eligible to be deed-restricted as affordable housing.
40
- 41 c. In accordance with this Agreement and with the MU Land Use (Zoning) District, as
42 set forth in Monroe County Code Section 130-88, and in compliance with other
43 provisions of the Code, the permitted uses in the MU Land Use (Zoning) District
44 include detached and attached residential dwellings and accessory uses. Attached and
45 detached residential dwellings are eligible to be deed-restricted as affordable housing.
46

- d. In accordance with this Agreement and with the RC Future Land Use Map category, as set forth in Monroe County Comprehensive Plan Policy 101.4.1, the permitted uses in the RC Future Land Use Map category include detached residential dwellings and accessory uses. Detached residential dwellings are eligible to be deed-restricted as affordable housing.
- e. In accordance with this Agreement and with the NA Land Use (Zoning) District, as set forth in Monroe County Code Section 130-89, and in compliance with other provisions of the Code, the permitted uses in the URM Land Use (Zoning) District include detached residential dwellings and accessory uses. Detached residential dwellings are eligible to be deed-restricted as affordable housing.
- f. The Cudjoe Coco Palms Property shall be developed with seven (7) mobile homes (or other allowed types of residential dwelling units). All seven (7) residential dwelling units shall be deed-restricted as affordable housing pursuant to the Monroe County Code.
- g. If any mobile home is replaced with a new residential dwelling unit, the height of any new structure shall not exceed 35 feet, according to the Monroe County Code in effect at the time of the execution of this Agreement.

E. Public Facilities. At the sender sites, Summerland Palms, Cudjoe Coco Palms and Stock Island Suncrest, there are no impacts on public facilities since the number of residential dwelling units is derived from pre-existing, lawfully-established mobile homes and the number of residential dwelling units shall not be increased by approval and application of this Agreement. Moreover, at the receiver site, Oceanside, the impact on public facilities is nominal. The numbers of existing residential dwelling units at two of the sender sites, Summerland Palms and Cudjoe Coco Palms, were recognized in the planning for the sewage treatment plant serving the Cudjoe Regional Sewer system. The number of existing residential dwelling units at the other sender site, Stock Island Suncrest, and the receiver site, Oceanside, were recognized in the planning of the sewage treatment plant serving Stock Island. The number of residential dwelling units at the receiver site on Stock Island was accounted for as existing in the data base prepared for the Monroe County 2010 Comprehensive Plan.

1. The Florida Keys Aqueduct Authority provides domestic potable water to each Property. Excluding existing development that may already be metered, the Florida Keys Aqueduct Authority will individually meter each new or replaced residential dwelling unit. In addition, excluding existing development that may already be metered, the Florida Keys Aqueduct Authority will meter other types of development accordingly.
2. Keys Energy Services provides electric service to each Property. Excluding existing development that may already be metered, Keys Energy Services will individually meter new or replaced residential dwelling units. In addition, excluding existing development that may already be metered, Keys Energy Services will meter other types of development accordingly.

3. Solid waste service is provided to each property by a solid waste collection system franchised by Monroe County.

4. The Oceanside Property and Stock Island Suncrest Property are connected to central sewer via KW Resort Utilities Corp.'s system. The Summerland Palms Property and Cudjoe Coco Palms Property currently utilize on-site systems. The Summerland Palms Property and Cudjoe Coco Palms Property are scheduled to be connected to the Cudjoe Regional Sewer System.

F. Reservation or Dedication of Land. There is no reservation or dedication of land for public purposes contemplated by this Agreement.

G. Development Allowed. The following specific criteria are those which will guide development of the Properties, and are standards by which any further approvals shall be measured and shall be as follows:

a. The Oceanside Property consists of 19.84 gross acres consisting of 11.18 acres of upland and 7.66 acres of submerged land. There currently exist twenty-two (22) market-rate residential dwelling units, in the form of condominium units on the property.

b. Oceanside Investors is permitted to transfer thirty-two (32) market-rate TRE's along with thirty-two (32) TDR's to the Oceanside Property pursuant to the Development Order #02-07.

c. After an equivalent number of deed-restricted affordable housing units are established on the Summerland Palms Property, Summerland Investors is permitted to transfer market-rate TRE's associated with lawfully established mobile homes from the Summerland Palms Property sender site to the Oceanside Property receiver site pursuant to Monroe County Code Section 130-161.1.

d. After an equivalent number of deed-restricted affordable housing units are established on the Cudjoe Coco Palms Property, Singh Investors is permitted to transfer the market-rate TRE's associated with lawfully established mobile homes from the Cudjoe Coco Palms Property sender site to the Oceanside Property receiver site pursuant to Monroe County Code Section 130-161.1.

e. After an equivalent number of deed-restricted affordable housing units are established on the Stock Island Suncrest Property, Suncrest is permitted to transfer the market-rate TRE's associated with lawfully established mobile homes from the Stock Island Suncrest Property sender site to the Oceanside Property receiver site pursuant to Monroe County Code Section 130-161.1.

f. Provided such development can be designed and approved by all applicable codes, including but not limited to the Monroe County Code and Florida Building Code,

Oceanside Investors is permitted to develop the following buildings, facilities and structures on the Oceanside Property pursuant to this Agreement:

- i. In addition to the already existing twenty-two (22) attached, market-rate residential dwelling units, up to seventy-eight (78) new attached, market-rate residential dwelling units, each of which may be configured to include a separately rentable "lockout" consisting of no more than one (1) bedroom and one (1) bathroom, all of which may be used for vacation rental use, provided Oceanside Investors constructs and 1) installs and maintains a gated entrance and 2) establishes a homeowner's or property owner's association that expressly regulates or manages vacation rental uses.
- ii. A hotel with up to five (5) new hotel rooms.
- iii. Eight (8) existing wet slips that have existed for over 40 years but have not been properly permitted. Twenty percent (20%) of Oceanside Investors' total wet slips shall be restricted to use by licensed commercial fishing vessels.
- iv. A restaurant with up to 150 seats and up to 3,859 square feet of floor area.
- v. Additional amenities ancillary and accessory to the vacation rental and hotel use, including a lobby, gatehouse, offices, fitness center, bath house, maintenance, housekeeping and watersports consisting of up to 9,352 square feet as depicted on plans submitted with this Agreement.
- vi. A marina store, dock master, and watersport offices consisting of up to 1,973 square feet as depicted on plans submitted with this Agreement.
- vii. Parking areas and landscaping
- viii. Public access is permitted to the Oceanside Property from 7:00 a.m. until dusk.
- ix. A copy of the preliminary Design Data, Parking Calculations and Density/Intensity Table is attached as Exhibit 22.

H. Vacation Rental Use.

- a. Vacation Rental use of each of Oceanside Property's seventy-eight (78) new attached market rate dwelling units, and of each dwelling unit's lockout, shall be allowed, provided that the Oceanside Property is operated as a gated community with an entrance gate and fence surrounding the property and establishes a homeowner's or property owner's association that expressly regulates or manages vacation rental uses. Pursuant to Monroe County Code Section 101-1 "Definitions" a vacation rental unit is defined as "an attached or detached dwelling unit that is rented, leased or assigned for tenancies of less than 28 days duration."

- b. Pursuant to Monroe County Code Section 134-1(b), Oceanside Investors, its successors and/or assigns shall not be responsible for obtaining "an annual special vacation rental permit for each dwelling unit prior to renting any dwelling unit as a vacation rental, as defined in section 101-1" so long as the Oceanside Property has controlled access, within a gated community with a property owner's association that expressly regulates or manages vacation rental uses.

I. Rental License. Monroe County Code Section 23-85 requires each person engaged in the business of renting accommodations, including vacation rentals and other public lodgings licensed pursuant to Chapter 509, Florida Statutes, to pay a business tax and to obtain annually a business tax receipt for each place of business at which the rental occurs. Each of the new seventy-eight (78) residential dwelling units and each of the lockouts within such units engaged in Vacation Rental use shall be deemed a "place of business" subject to taxation under Section 23-85. Oceanside Investors, its successors and assigns, so long as all or a portion of the property is used for vacation rentals, shall pay the business tax imposed pursuant to Monroe County Code Section 23-85 for each vacation rental unit and for each lockout utilized for or held out as public lodging, in addition to the five (5) hotel rooms. Pursuant to this Agreement, Oceanside Investors will be required to obtain a total of one hundred sixty-one (161) business tax receipts, consisting of one receipt for each dwelling unit, one receipt for each lockout, and one receipt for each hotel room and shall pay the business tax for each unit, lockout, and hotel room being utilized in the business of Vacation Rental annually. The tax collector may not accept the tax or issue receipts for the business tax unless the vacation rentals are licensed pursuant to Ch. 509, Florida Statutes.

J. Deed Restrictions for Affordable Housing. The Summerland Palms Property consists of twenty-two (22) parcels of record, with the mobile home spaces/parcels depicted in a survey of the Summerland Palms Condo Association, Inc. dated August 22, 2007. The Cudjoe Coco Palms Property consists of one (1) parcel of record, with the mobile home spaces depicted in the survey dated September 10, 2013. The Stock Island Suncrest Property consists of one (1) parcel of record, with the mobile home spaces depicted in the survey dated September 10, 2013.

- a. The Summerland Palms Property shall have a single 99-year deed-restriction for twenty-two (22) affordable housing units and shall be recorded on all land described in I. Recitals, L. and legally described in Exhibit 9 of this Agreement.
- b. The Cudjoe Coco Palms Property shall have a single 99-year deed-restriction for seventeen (17) affordable housing units and shall be recorded on all land described in I. Recitals, M. and legally described in Exhibit 13 of this Agreement.
- c. The Stock Island Suncrest Property shall have a single 99-year deed-restriction for seven (7) affordable housing units and shall be recorded on all land described in I. Recitals, N. and legally described in Exhibit 17 of this Agreement.

K. Affordability Compliance.

- a. Affordable housing definitions.

- 1 i. *Affordable housing* means residential dwelling units that meet the following
2 requirements:
3
- 4 a. Meet all applicable requirements of the United States Department of Housing
5 and Urban Development minimum property standards as to room sizes,
6 fixtures, landscaping and building materials, when not in conflict with
7 applicable laws of the county; and
8
- 9 b. A dwelling unit whose monthly rent, not including utilities, does not exceed
10 30 percent of that amount which represents either 50 percent (very low
11 income) or 80 percent (low income) or 100 percent (median income) or 120
12 percent (moderate income) of the monthly median adjusted household income
13 for the county.
14
- 15 ii. *Affordable housing owner occupied, low income*, means a dwelling unit occupied
16 only by a household whose total household income does not exceed 80 percent of
17 the median monthly household income for the county.
18
- 19 iii. *Affordable housing owner occupied, median income*, means a dwelling unit
20 occupied only by a household whose total household income does not exceed 100
21 percent of the median monthly household income for the county.
22
- 23 iv. *Affordable housing owner occupied, moderate income*, means a dwelling unit
24 occupied only by a household whose total household income does not exceed 160
25 percent of the median monthly household income for the county.
26
- 27 * * * * *
- 28
- 29 vii. *Affordable rental housing, low income*, means a dwelling unit whose monthly
30 rent, not including utilities, does not exceed 30 percent of the amount that
31 represents 80 percent of the monthly median adjusted household income for the
32 county.
33
- 34 viii. *Affordable rental housing, median income*, means a dwelling unit whose monthly
35 rent, not including utilities, does not exceed 30 percent of the amount that
36 represents 100 percent of the monthly adjusted median household income for the
37 county.
38
- 39 ix. *Affordable rental housing, moderate income*, means a dwelling unit whose
40 monthly rent, not including utilities, does not exceed 30 percent of the amount

1 that represents 120 percent of the monthly median adjusted household income for
2 the county.

3
4 * * * * *

5
6 xiv. *Median income, rental rates and qualifying incomes table*, means eligibility
7 requirements compiled each year by the planning department based upon the
8 median annual household income published for the county on an annual basis by
9 the U.S. Department of Housing and Urban Development and similar information
10 for median and moderate income levels from the Florida Housing Finance
11 Corporation. Affordable housing eligibility requirements for each household will
12 be based upon median annual household income adjusted by family size, as set
13 forth by the U.S. Department of Housing and Urban Development and the Florida
14 Housing Finance Corporation. The county shall rely upon this information to
15 determine maximum rental rates and maximum household incomes eligible for
16 affordable housing rental or purchase.

17
18 xv. *Monthly median household income* means the median annual household income
19 for the county divided by 12.

20
21 b. Requirements

22
23 i Tourist housing use or vacation rental use of affordable or employee housing units
24 is prohibited.

25
26 ii. The parcel of land proposed for development of affordable or employee housing
27 shall only be located within a tier III designated area or, within a tier III-A
28 (special protection area) designated area that does not propose the clearing of any
29 portion of an upland native habitat patch of one acre or greater in area.

30
31 iii. A unit within a class of affordable housing eligibility may only be sold to a
32 household within that same class, i.e., a median income household that purchased
33 a home within this category must sell the home to a qualifying household within
34 the median income category.

35
36 iv. During occupancy of any affordable housing rental unit, not otherwise limited by
37 state or federal statute or rule concerning household income, a household's annual
38 income may increase to an amount not to exceed 140 percent of the median
39 household income for the county. If the income of the lessee exceeds this amount,
40 the tenant's occupancy shall terminate at the end of the existing lease term. The
41 maximum lease for any term shall be three years or 36 months.

42
43 v. Pursuant to Monroe County Code Section 130-161(a)(6)i., when establishing a
44 rental and sales amount, Monroe County shall assume family size as indicated in

the table below. This section shall not be used to establish the maximum number of individuals who actually live in the unit. This table shall be used in conjunction with the eligibility requirements created by Monroe County Code Section 101-1:

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

vi. Except for tenants of employer-owned rental housing, as set forth in Monroe County Code Section 130-161 (a)(6)k., the income of eligible households shall be determined by counting only the first and highest paid 40 hours of employment per week of each unrelated adult. For a household containing adults related by marriage or a domestic partnership registered with the county, only the highest 60 hours of the combined employment hours shall be counted, which shall be considered to be 75 percent of the adjusted gross income. The income of dependents regardless of age shall not be counted in calculating a household's income.

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

c. At Monroe County's request, Coco Palms Developers, Singh Investors, Suncrest and Summerland Palms, their successors and/or assigns shall provide Monroe County with an annual report demonstrating compliance with the eligibility requirements of Monroe County Code Section 130-161.

L. **Development and Affordable Housing Standards.** The development standards shall be determined by the application of the standards contained in the Monroe County Comprehensive Plan and the Monroe County Code and by the granting of the minor

1 conditional use permits for the transfer of TRE's to and from the Properties as required by
2 Monroe County Code Section 130-161.1. Further, the following specific standards shall
3 apply to the development or deed restriction of the affordable housing units and to the units
4 enabled by the transfer of the permanent, market-rate TRE's.

- 5
- 6 a. Market-rate ROGO exemptions for transfer offsite shall be awarded upon recording
7 the corresponding number of deed restrictions for deed-restricted affordable units or
8 parcels.
- 9
- 10 b. Neither tourist housing use nor vacation rental use of the affordable housing units
11 established on the Summerland Palms Property, Cudjoe Coco Palms Property or
12 Stock Island Suncrest Property, or any other affordable housing resulting from this
13 Agreement shall be allowed.
- 14
- 15 c. All affordable housing units maintained at the sender site sites under this Agreement
16 and the Monroe County Affordable housing incentive program shall comply with the
17 following affordability criteria:
- 18
- 19 i. Lot Rents shall be a sum combination of rent assessed by the property owner to
20 the mobile home owner or tenant, the mortgage for the mobile home owner, if
21 applicable; and monthly homeowner fees charged by the property owner,
22 condominium association, or homeowner association, if applicable. Lot rents for
23 tenant owned dwelling units shall be guided by a ratio of mortgage payment to lot
24 rent, with the combined total not exceeding the maximum thresholds stipulated in
25 the Monroe County Code.
- 26
- 27 For example: A 4-person household in a low income bracket renting a 3-bedroom
28 affordable housing unit, under Monroe County Code, can be charged \$1,734 per
29 month. Assuming the same 4-person household owned their mobile home with a
30 mortgage payment of \$513 and a monthly homeowner's association fee of \$100,
31 the resulting lot rent could then be no more than \$1,121 per month, and thus the
32 total monthly housing payment would not exceed the allowed \$1,734 per month
33 (based on 2013 median income).
- 34
- 35 ii. Rents and/or sales prices for resulting deed-restricted affordable housing dwelling
36 units shall be established in accordance with the affordability criteria defined by
37 Monroe County Code.
- 38
- 39 iii. At the time of sale of an owner-occupied affordable housing dwelling unit or lot,
40 the total income of the household, eligible to purchase, shall not exceed the same
41 income limits of the category in which the affordable ROGO allocation was
42 originally awarded. The unit and lot rents, at the time of sale, may be adjusted, up
43 or down, to maintain compliance with the Monroe County Code in the manner
44 described above.
- 45

iv. At the time of a new rental for affordable housing dwelling unit, the total income of households eligible to rent shall not exceed the same income limits of the category in which the affordable ROGO allocation was originally awarded.

d. Monroe County Code Section 130-161.1(c) provides the following requirements for this Agreement:

i. ROGO exemptions transferred under this program may be transferred on a 1 for 1 basis where the ROGO exemptions are to be transferred to single-family residential lots or parcels within the same ROGO planning subarea. However, where transfers are to be made to commercial or recreational working waterfronts (as defined by Florida Statutes), or to multi-family projects in non-IS districts, the transfers shall result in no fewer than two deed-restricted affordable or workforce housing units remaining on an eligible sender site(s) for each market rate ROGO exemption transferred. Monroe County Section 130-161.1(c)(i)(1) expresses the county's preference for transfer of ROGO exemptions to single-family lots/parcels.

ii. The eligible sender site property(ies) shall be donated or sold to Monroe County, or otherwise appropriately deed-restricted for long-term affordability. Prior to acceptance of a donated or purchased parcel, all units to be maintained on site shall pass a life safety inspection conducted in a manner prescribed by the Monroe County Building Department. Monroe County may then lease the sender site property to a party who will serve as lessee and sub-lessor of the eligible sender site(s).

iii. The number of transferred ROGO exemptions shall not exceed the number of restricted affordable housing dwelling units maintained at the eligible sender sites.

iv. The resulting development or redevelopment of affordable housing pursuant to the governing development agreement will be targeted to serve as closely as possible the following household income categories: 25 percent very low income households, 25 percent low income households, 25 percent median income households, and 25 percent moderate income households (or as otherwise approved by the Board of County Commissioners).

Notwithstanding the preceding sentence, Summerland Palms Investors, Coco Palms Developers, Suncrest, and Singh Investors, subject to each current tenant's discretion, agree to enter into leases with all current tenants occupying the dwelling units to be deed restricted by this Agreement for up to seven (7) years at the current tenant rent rates for each affordable unit (current being at the time this Agreement is executed), subject to reasonable lease terms in accordance with the provisions of the Landlord – Tenant Act, Chapter 83, Florida Statutes, which rent rate shall not be increased by more than the Consumer Price Index for all US Cities January for seven (7) years. In order to maintain compliance with Monroe County Code Section 130-161(a)(6)g. which limits the maximum lease for any

term to three (3) years, Summerland Palms Investors, Coco Palms Developers, Suncrest, and Singh Investors agree to provide initial leases for durations of three (3) years. Upon expiration of the initial leases (three (3) years after the commencement of the initial leases), if the occupants requalify for affordable housing occupancy, their leases shall be renewed for an additional three (3) years at the same rent rates. Upon expiration of the renewal leases (six (6) years after the commencement of the initial leases), if the occupants requalify for the affordable housing occupancy, their leases shall be renewed for an additional one (1) to three (3) years at the same rent rates.

v. Lot rents and/or sales prices for resulting deed-restricted dwelling units shall be established in accordance with restrictions outlined in Florida Statutes and/or the Monroe County Code.

vi. All units designated by the applicable development agreement to remain as deed restricted affordable housing at the donated, purchased or appropriately deed-restricted site(s) shall comply with hurricane standards established by the Florida Building Code and habitability standards established under the Florida Landlord and Tenant Act. Compliance shall be accomplished in a manner and within a timeframe set forth in the development agreement or, if applicable, in the relevant minor conditional use.

In addition, all affordable housing dwelling units shall comply with the Fire Code in regard to placement.

vii. A development agreement proposed under this program shall not utilize more than 50 percent of the existing affordable housing allocations then available to Monroe County, unless otherwise approved by the Board of County Commissioners.

viii. All of the redeveloped or preserved affordable housing units, whether redeveloped or retained at the original sender site(s), or at alternate or additional locations, shall remain in the same planning sub-district as the original sender site(s).

ix. The receiver site shall be located in a Tier III designated area.

x. The receiver site shall not be located in a velocity (V) zone.

xi. A property owner cannot receive a certificate of occupancy for any unit constructed as a result of a transferred ROGO exemption until all corresponding eligible sender site units are completed and deed-restricted as affordable dwelling units.

xii. All or any portion of the redeveloped or preserved affordable housing units may be redeveloped or retained at one or more alternate or additional locations donated

1 or sold to Monroe County, identified in the Development Agreement and
2 otherwise compliant with the remainder of this section, including but not limited
3 to the requirements set forth in Monroe County Code Section 130-161.1
4 (2)(c)(i)(2).
5

6 xiii. Transferred ROGO exemptions shall remain in the same ROGO planning
7 subarea.
8

9 e. For Monroe County to monitor receipt of the affordable housing ROGO allocations,
10 the Parties agree the Board of County Commissioners may approve the allocation
11 reservation by resolution concurrent with this development agreement. The resolution
12 and any other resolutions concerning ROGO reservations shall be the controlling
13 documents concerning the allocation reservations and supersede any provisions of
14 this Agreement. It is intended that the initial Resolution be consistent with Monroe
15 County Code Section 138-24(b)(4) as follows:
16

17 i. By a corresponding resolution, the Board of County Commissioners reserves
18 forty-six (46) allocations, comprised of twenty-three (23) moderate income
19 affordable ROGO allocations, twelve (12) median income affordable ROGO
20 allocations, and eleven (11) low income affordable ROGO allocations, for award
21 to the above mentioned mobile home parks until five (5) years from the effective
22 date of this agreement.
23

24 a. Suncrest shall be allocated three (3) low income and four (4) moderate
25 income affordable ROGO allocations.

26 b. Summerland Palms shall be allocated seven (7) low income, ten (10)
27 median income and five (5) moderate affordable ROGO allocations.

28 c. Coco Palms Developers shall be allocated one (1) low income, two (2)
29 median income and fourteen (14) moderate income ROGO allocations.
30

31 ii. The Board of County Commissioners may, at its discretion, place conditions on
32 any reservation as it deems appropriate.
33

34 f. Prior to the transfer of a TRE associated with a mobile home that is no longer in
35 existence, an unlawful recreational vehicle or an unsafe mobile home that cannot be
36 improved to meet the habitability standards, the applicant shall construct an
37 affordable housing unit that complies with Monroe County Code and habitability
38 standards.
39

40 g. Pursuant to Monroe County Code Section 130-161(f)(8), upon written agreement
41 between the Monroe County Planning Director and an eligible governmental or
42 nongovernmental entity, the Planning Director may authorize that entity to administer
43 the eligibility and compliance requirements for the Monroe County Planning
44 Department under Monroe County Code Section 130-161(f)(3), (f)(4), (f)(5) and
45 (f)(6). Under such an agreement, the eligible entity is authorized to qualify a potential
46 owner-occupier or renter of affordable, employee, or market rate housing developed

1 as part of an employee or affordable housing project, and annually verify the
2 employment and/or income eligibility of tenants pursuant to Section 130-161(f)(2).
3 The entity shall still be required to provide the Monroe County Planning Department,
4 by January 1 of each year, a written certification verifying that tenants of each
5 affordable, employee, or market rate units meet the applicable employment and
6 income requirements of Section 130-161(f)(2). The following governmental and
7 nongovernmental entities shall be eligible for this delegation of authority: a) the
8 county housing authority, not-for-profit community development organizations,
9 pursuant to Section 130-161(e), and other public entities established to provide
10 affordable housing; b) private developers or other nongovernmental organizations
11 participating in a federal/state housing financial assistance or tax credit program or
12 receiving some form of direct financial assistance from Monroe County; or c)
13 nongovernmental organizations approved by the Board of County Commissioners as
14 affordable housing providers.

15
16 Pursuant to this Agreement, the Board of County Commissioners has approved the
17 Parties of this Agreement (other than Monroe County), which are nongovernmental
18 organizations, as an affordable housing provider. Any qualifier chosen by the Parties
19 (other than Monroe County) shall be approved by the Planning Director in accordance
20 with Section 130-161(f)(8).
21

22 **M. Site Plan Approval:** Monroe County does hereby accept the conceptual site plan of the
23 Oceanside Property. The conceptual site plan is attached as Exhibit 23. The development
24 shall be consistent with all applicable codes, including but not limited to the Monroe County
25 Comprehensive Plan and Monroe County Code. Following a review of compliance with such
26 codes, the final site plan must be approved by the Monroe County Planning Commission as
27 an amendment to the Property's major conditional use permit. The Planning Commission has
28 final authority over development approval and the site plan which may be amended by the
29 Planning Commission.
30

31 **N. Military Installation Area of Impact.** Oceanside Investors acknowledges and understands
32 the Oceanside Property is within the Military Installation Area of Impact Overlay as defined
33 by the Monroe County Comprehensive Plan. The Oceanside Property is located in the 65 –
34 69 DNL (Day-Night Average Sound Level) noise contour pursuant to the 2013 Navy
35 Environmental Impact Statement. Oceanside Investors agrees to:

- 36
37 1. Sound attenuate all habitable buildings to achieve an outdoor to indoor Noise Level
38 Reduction (NLR) of at least 25 decibels; and
39
40 2. In any deed conveying a residential unit at the Oceanside Property, Oceanside Investors
41 shall include language in the conveying instrument stating as follows:
42 "The property is located within the Military Installation Area of Impact Overlay
43 and is subject to high noise levels due to Navy operations nearby."
44

1 O. **Finding of Consistency.** By entering into this Agreement, Monroe County finds that the
2 development permitted or proposed herein is consistent with the Monroe County
3 Comprehensive Plan and Monroe County Code.
4

5 P. **Breach, Amendment, Enforcement, and Termination.**
6

7 a. **Material Breach:** A material breach by the Parties is the failure of any Party to
8 comply with the terms of this Agreement after Notice as provided herein.
9

10 b. **Notice:** Upon any Party's material breach of the terms and conditions of this
11 Agreement, the non-breaching Party shall serve written Notice of the breach upon the
12 breaching Party pursuant to the procedure established in this Agreement and shall
13 provide the opportunity, within ninety (90) days of the date such Notice is served, to
14 propose a method of fulfilling the Agreement's terms and conditions or curing the
15 breach. The breaching Party shall be provided an additional ninety (90) days to cure
16 the material breach or to negotiate an amendment to this Agreement within a
17 reasonable time, as mutually agreed to by the Parties. This Agreement is not subject
18 to arbitration and must be amended in accordance with the statutory requirements.
19

20 c. **Amendment or Termination:** The Parties hereto shall at all times adhere to the
21 terms and conditions of this Agreement. Amendment, termination, extension, or
22 revocation of this Agreement shall be made in accordance with the notification and
23 procedural requirements set forth herein.
24

25 i. Amendments to this Agreement shall subject Parties to the laws and policies in
26 effect at the time of the amendment only if the conditions of Section 163.3233(2),
27 Florida Statutes, are met.
28

29 ii. No modifications, extensions, amendments, or alterations of the terms or
30 conditions contained herein shall be effective unless contained in a written
31 document approved and executed by the Parties.
32

33 iii. Amendment, extension or termination shall require at least two (2) public
34 hearings. The hearings shall be held pursuant to an application filed with Monroe
35 County by the Party seeking to amend or terminate this Agreement, along with the
36 requisite filing fee. Notice of public hearing shall be in accordance with Monroe
37 County Ordinances and Florida Statutes.
38

39 d. **Enforcement:**
40

41 i. After notice and an opportunity to respond and/or cure the material breach as
42 provided for below. In addition, Monroe County may utilize appropriate code
43 compliance remedies to cure any breach after notice and an opportunity to cure as
44 provided herein.
45

- 1 ii. Monroe County, the other Parties, their successors or assigns, or any aggrieved or
2 any adversely affected person as defined in Section 163.3215(2), Florida Statutes,
3 may file an action for injunctive relief in the Circuit Court of Monroe County to
4 enforce the terms of this Agreement or to challenge compliance with the
5 provisions of Sections 163.3243, Florida Statutes.
6
7 iii. Nothing contained herein shall limit any other powers, rights, or remedies that
8 either party has, or may have in the future, to enforce the terms of this Agreement.
9

10 **Q. Binding Effect of Agreement.** The covenants, agreements, and obligations herein contained,
11 except as herein otherwise specifically provided, shall extend to, bind and inure to the benefit
12 of the Parties hereto and their respective personal representatives, heirs, successors and
13 assigns.
14

15 **R. State and Federal Law.** If State or Federal laws enacted after the effective date of this
16 Agreement preclude either Party's compliance with the terms of this Agreement, this
17 agreement shall be modified as is necessary to comply with the relevant State or Federal
18 Laws.
19

20 **S. Compliance with Other Laws.** The failure of this Agreement to address a particular permit,
21 condition, term, or restriction shall not relieve the Parties of the necessity of complying with
22 the laws governing said permitting requirements, conditions, terms or restrictions.
23

24 **T. Reservation of Rights.** This Agreement shall not affect any rights, which may have accrued
25 to any party to this Agreement under applicable law. The Parties reserve any and all such
26 rights. All approvals referenced in this Agreement are subordinate to compliance with all
27 applicable laws, codes, and land development regulations and permits, except to the extent
28 otherwise provided for in this Agreement.
29

30 **U. No Permit.** This Agreement is not and shall not be construed as a Development Permit,
31 Development Approval or authorization to commence development, nor shall it relieve the
32 Parties other than Monroe County of the obligations to obtain necessary Development
33 Approvals that are required under applicable law and under and pursuant to the terms of this
34 Agreement and Monroe County Code.
35

36 **V. Good Faith; Further Assurances; No Cost.** The Parties to this Agreement have negotiated
37 in good faith. It is the intent and agreement of the Parties that they shall cooperate with each
38 other in good faith to effectuate the purposes and intent of, and to satisfy their obligations
39 under, this Agreement in order to secure themselves the mutual benefits created under this
40 Agreement. The Parties agree to execute such further documents as may be reasonably
41 necessary to effectuate the provisions of this Agreement; provided that the foregoing shall in
42 no way be deemed to inhibit, restrict or require the exercise of Monroe County's police
43 power or actions of Monroe County when acting in a quasi-judicial capacity. Wherever in
44 this Agreement a provision requires cooperation, good faith or similar effort to be undertaken
45 at no cost to a party, the party co-operating, reviewing or undertaking the effort shall,

1 nonetheless, bear its cost of attendance at meetings, hearings, or proceedings and comment
2 and/or execution of documents, inclusive of the expense of its counsel.
3

4 **W. Successors and Assigns.** This Agreement shall constitute a covenant running with the land,
5 which shall be binding upon the Parties hereto, their successors in interest, heirs, assigns, and
6 personal representatives.
7

8 **X. Joint Preparation.** This Agreement has been drafted with the participation of the Parties
9 and their counsel, and shall not be construed against any party on account of draftsmanship.
10 The captions of each article, section and subsection contained in this Agreement are for ease
11 of reference only and shall not affect the interpretational meaning of this Agreement.
12 Whenever the term "included" is used in this Agreement, it shall mean that the included
13 items, or terms are included without limitation as to any other items or terms, which may fall
14 within the listed category.
15

16 **Y. Notices.** All notices, demands, requests or replies provided for or permitted by this
17 Agreement shall be in writing and may be delivered by any one of the following methods: (a)
18 by personal delivery; (b) by deposit with the United States Postal Service as Certified or
19 Registered mail, return receipt requested, postage prepaid, to the addresses stated below; or
20 (c) by deposit with an overnight express delivery service with proof of receipt to the
21 addresses stated below. Notice shall be deemed effective upon receipt. For purposes of
22 notice, demand, request, or replies:
23

24 The address of Monroe County shall be:

25
26 County Administrator
27 1100 Simonton Street
28 Room 2-205
29 Key West, Florida 33040
30

31 with a copy to

32
33 Robert Shillinger, Esq.
34 County Attorney
35 PO Box 1026
36 Key West, Florida 33041
37 and
38 1111 12th Street, Suite 408
39 Key West, Florida 33040
40

41 The address of Summerland Palms, Coco Palms Developers, Suncrest, Singh Investors,
42 and Oceanside Investors shall be:

43
44 C/O John Allison, Esq.
45 P.O. Box 2129
46 Key West, Florida 33045-2129

And a copy to

Barton W. Smith, Esq.
Smith Oropeza, P.L.
138 - 142 Simonton Street
Key West, Florida 33040

It is the responsibility of the Parties to promptly notify all other Parties of any change in name or address for receipt of notice, demand, request, or replies.

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

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

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

CC. Jurisdiction and Governing Law. The Parties hereto agree that any and all suits or actions at law shall be brought in Monroe County, Florida and no other jurisdiction. This Agreement shall be construed and interpreted under the laws of the State of Florida.

DD. Attorney's Fees and Costs. The Parties agree that in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, court costs, as an award against the non-prevailing party, and shall include attorney's fees, courts costs, in appellate proceedings. Mediation proceedings initiated and conducted pursuant to this Agreement shall be in accordance with the Florida Rules of Civil

1 Procedure and usual and customary procedures required by the circuit court of Monroe
2 County.

3
4 **EE. Time of Essence.** Time shall be of the essence for each and every provision of this
5 Agreement.

6
7 **FF. Entire Agreement.** This Agreement, together with the documents referenced herein,
8 constitute the entire agreement and understanding among the Parties with respect to the
9 subject matter hereof, and there are no other agreements, representations or warranties other
10 than as set forth herein. This Agreement may not be changed, altered or modified except by
11 an instrument in writing signed by the Party against whom enforcement of such change
12 would be sought and subject to the requirements for the amendment of development
13 agreements in the Act.

14
15 **GG. Counterparts.** This Agreement may be executed in one or more counterparts, and by
16 different Parties hereto in separate counterparts, each of which when executed shall be
17 deemed to an original but all which taken together constitute one and the same agreement.

18
19 **HH. Recording.** Monroe County shall record this Agreement with the Clerk of the Circuit Court
20 of Monroe County within fourteen (14) days following signature by all Parties. Oceanside
21 Investors agrees that it shall be responsible for all recording fees and other related fees and
22 costs related to the recording and delivery of this Agreement as described in this section.
23 The provisions hereof shall remain in full force and effect during the term provided herein
24 and shall be binding upon all successors in interest to the Parties to this Agreement.

25
26 **II. Conflicting Resolutions.** All resolutions or parts thereof in conflict with the provisions of
27 this Agreement and its resolution are hereby repealed to the extent of such conflict.

28
29 **JJ. Severability.** If any part of this Agreement is contrary to, prohibited by, or deemed invalid
30 under any applicable law or regulation, such provisions shall be inapplicable and deemed
31 omitted to the extent so contrary, prohibited, or invalid; however, the remainder of the
32 Agreement shall not be invalidated thereby and shall be given full force and effect as if the
33 contrary, prohibited, or invalid provision was never a part hereof.

34
35 **IV. Effective Date.** The "Effective Date" of this Agreement shall be forty-five (45) days after it
36 is rendered to the Department of Economic Opportunity or upon the conclusion of any
37 appeal, whichever is later.

38
39
40
41 [Balance of this page intentionally left blank, signature page to follow]
42

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

Summerland Palms Investors, LLC

By: [Signature]
Title: MGRM
Date: 12/5/13

Coco Palms Developers, LLC

By: [Signature]
Title: MGRM
Date: 12/5/13

Suncrest Landing, LLC

By: [Signature]
Title: MGR
Date: 12/5/13

Singh Investors, LLC

By: [Signature]
Title: MGRM
Date: 12/5/13

Oceanside Investors, LLC

By: [Signature]
Title: MGRM
Date: 12/5/13

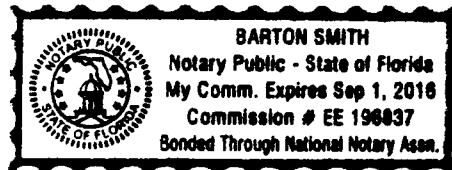
STATE OF Florida
COUNTY OF Monroe

The foregoing instrument was acknowledged before me on this 5th day of December, 2013, by Pritam Singh, the managing member of Summerland Palms Investors, LLC, Coco Palms Developers, LLC, Singh Investors, LLC, and Oceanside Investors, LLC. He is personally known to me and did not take an oath.

Notary Public

Print Name

My commission expires: 9-1-2016



Seal

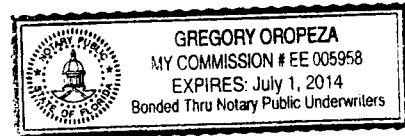
STATE OF Florida

COUNTY OF monroe

The foregoing instrument was acknowledged before me on this 3rd day of December,
2013, by W. Sam Holland, the managing member of Suncrest Landing, LLC.
He is personally known to me or provided _____ as identification and did not take
an oath.

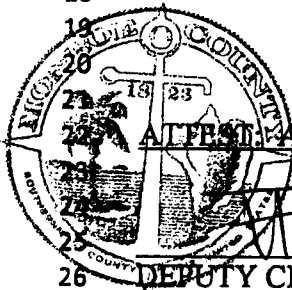
Notary Public

Gregory Oropeza
Print Name



My commission expires: 7/1/14

Seal



ATTEST: AMY HEAVILIN, CLERK

[Signature]
DEPUTY CLERK

**MONROE COUNTY BOARD OF
COUNTY COMMISSIONERS**

[Signature]
Mayor Sylvia Murphy

STATE OF FLORIDA
COUNTY OF MONROE

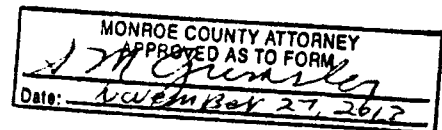
This Copy is a True Copy of the
Original on File in this Office. Witness
my hand and Official Seal.

This 19th day of December

A.D., 20 13

AMY HEAVILIN
Clerk Circuit Court

By [Signature] D.C.



CONFIDENTIAL

Exhibit# 1

Doc# 19375
Filed & Recorded in Official Records of
MONROE COUNTY AMY HEAVILIN

This document was prepared by
and should be returned to:

05/17/2013 2:00PM
DEED DOC STAMP CL: DS \$33,250.00

Brian M. Jones, Esq.
SHUTTS & BOWEN LLP
300 S. Orange Avenue, Suite 1000
Orlando, Florida 32801

SPECIAL WARRANTY DEED

Doc# 1937508
Bk# 2634 Pgm 572

THAT ATLAS FL II SPE LLC, a North Carolina limited liability company (hereinafter referred to as "Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration to it in hand paid by OCEANSIDE INVESTORS LLC, a Florida limited liability company (hereinafter referred to as "Grantee"), whose mailing address is 1010 Kennedy Dr, Suite 302, Key West, FL 33040, the receipt and sufficiency of which consideration are hereby acknowledged, and upon and subject to the exceptions, liens, encumbrances, terms and provisions hereinafter set forth and described, has GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents does hereby GRANT, BARGAIN, SELL and CONVEY, unto Grantee all of the real property situated in Monroe County, Florida, described on Exhibit A attached hereto and made a part hereof for all purposes, together with all and singular the rights, benefits, privileges, easements, tenements, hereditaments and appurtenances thereon or in anywise appertaining thereto, and together with all improvements located thereon and any right, title and interest of Grantor in and to adjacent streets, alleys and rights-of-way (said land, rights, benefits, privileges, easements, tenements, hereditaments, appurtenances, improvements and interests being hereinafter referred to as the "Property").

This conveyance is made subject and subordinate to those encumbrances and exceptions set forth on Exhibit B attached hereto and made a part hereof for all purposes and all other matters of record affecting the Property (collectively, the "Permitted Exceptions").

TO HAVE AND TO HOLD the Property, subject to the Permitted Exceptions, as aforesaid, unto Grantee, its successors and assigns, forever; and Grantor does covenant with Grantee that, except for the Permitted Exceptions, at the time of delivery of this Special Warranty Deed, the Property is free from all encumbrances made by Grantor, and Grantor will WARRANT AND DEFEND all and singular the Property unto Grantee, its successors and assigns, against the lawful claims and demands of all persons claiming by, through or under Grantor, but not otherwise.

By acceptance of this Special Warranty Deed, Grantee acknowledges and agrees that any and all liability hereunder of Grantor, its agents, representatives or employees, including the Special Warranty of title herein contained, shall be limited to and satisfied solely from the Grantor's proceeds from the Property.

By acceptance of this Special Warranty Deed, Grantee assumes payment of all real property taxes on the Property for the year 2013 and subsequent years.

IN WITNESS WHEREOF, this Special Warranty Deed has been executed by Grantor to be effective as of June 13, 2013.

Signed, sealed and delivered in the presence of the following witnesses: **ATLAS FL II SPE LLC**, a North Carolina limited liability company

Max Labrada
Print Name: Max Labrada

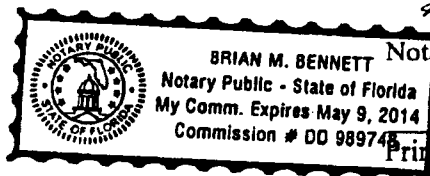
Dave Britner
Print Name: DAVE BRITNER

By: Charlie Giel V.P.
Print Name: Charlie Giel
As Its: Vice President

Doc# 1962037
Bk# 2663 Pg# 1949

THE STATE OF FL
COUNTY OF Monroe § Key West

This instrument was acknowledged before me on June 15, 2013, by Charlie Giel, the Vice President of **ATLAS FL II SPE LLC**, a North Carolina limited liability company, on behalf of said limited liability company.



Brian Bennett
Printed/Typed Name of Notary

My Commission Expires: 5/9/2014

EXHIBIT A TO SPECIAL WARRANTY DEED

Legal Description

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MONROE,
STATE OF FLORIDA, AND IS DESCRIBED AS FOLLOWS:

PART A:

UNITS NO. J-4, J-6, J-9, J-11 AND J-12 IN OCEANSIDE EAST DRY STORAGE CONDOMINIUM,
ACCORDING TO THE DECLARATION OF CONDOMINIUM THEREOF, AS RECORDED IN OFFICIAL
RECORDS BOOK 1918, PAGE 1967, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA, AND ANY
AMENDMENTS THERETO (THE "CONDOMINIUM PARCELS").

TOGETHER WITH EACH UNIT'S INTEREST IN THE NON-EXCLUSIVE EASEMENT FOR INGRESS AND
EGRESS TO A LAUNCHING SITE AS MORE PARTICULARLY DESCRIBED IN THAT GRANT OF EASEMENT
RECORDED IN OFFICIAL RECORDS BOOK 1915, PAGE 92, OF THE PUBLIC RECORDS OF MONROE
COUNTY, FLORIDA, AND THE NON-EXCLUSIVE EASEMENTS FOR INGRESS, EGRESS, UTILITIES,
DRAINAGE, ENCROACHMENTS AND MAINTENANCE AS MORE PARTICULARLY DESCRIBED IN THAT
GRANT OF EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 1915, PAGE 100, OF THE PUBLIC
RECORDS OF MONROE COUNTY, FLORIDA.

TOGETHER WITH

THAT PARCEL OF LAND (THE "NON-CONDOMINIUM LAND") AS MORE PARTICULARLY DESCRIBED AS
FOLLOWS:

UPLAND TERMINUS BOUNDARY LINE:

A LINE BEING THE WATERWARD BOUNDARY LINE AS OF JULY 1, 1975, LYING IN HAWK CHANNEL IN
SECTION 36, TOWNSHIP 67 SOUTH, RANGE 25 EAST, STOCK ISLAND, MONROE COUNTY, FLORIDA,
AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF LOT 3, BLOCK 61, "GEORGE MCDONALDS PLAT OF A
PART OF STOCK ISLAND", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE
55, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; THENCE SOUTH 00° 00' 00" EAST,
ALONG THE EAST LINE OF SAID LOT 3, A DISTANCE OF 256.64 FEET MORE OR LESS TO THE
WATERWARD BOUNDARY LINE AS OF JULY 1, 1975, AND THE POINT OF BEGINNING OF THE HEREIN
DESCRIBED LINE; THENCE SOUTH 88° 44' 58" WEST, A DISTANCE OF 58.05 FEET; THENCE SOUTH 81°
26' 20" WEST, A DISTANCE OF 13.41 FEET; THENCE SOUTH 48° 22' 45" WEST, A DISTANCE OF 7.77
FEET; THENCE SOUTH 09° 55' 20" WEST, A DISTANCE OF 8.55 FEET; THENCE SOUTH 00° 10' 09"
WEST, A DISTANCE OF 178.89 FEET; THENCE SOUTH 01° 46' 07" WEST, A DISTANCE OF 53.90 FEET;
THENCE SOUTH 06° 39' 38" WEST, A DISTANCE OF 34.06 FEET; THENCE NORTH 80° 11' 10" WEST, A
DISTANCE OF 19.75 FEET; THENCE NORTH 06° 04' 32" EAST, A DISTANCE OF 30.53 FEET; THENCE
NORTH 02° 25' 50" EAST, A DISTANCE OF 53.34 FEET; THENCE NORTH 16° 29' 47" WEST, A DISTANCE
OF 23.38 FEET; THENCE NORTH 40° 25' 19" WEST, A DISTANCE OF 21.08 FEET; THENCE NORTH 63°
50' 22" WEST, A DISTANCE OF 18.30 FEET; THENCE SOUTH 88° 24' 25" WEST, A DISTANCE OF 48.58
FEET; THENCE SOUTH 80° 34' 05" WEST, A DISTANCE OF 12.37 FEET; THENCE SOUTH 81° 01' 04"
WEST, A DISTANCE OF 38.31 FEET; THENCE SOUTH 77° 16' 42" WEST, A DISTANCE OF 50.24 FEET;
THENCE SOUTH 68° 46' 49" WEST, A DISTANCE OF 24.66 FEET; THENCE SOUTH 41° 39' 38" WEST, A
DISTANCE OF 17.34 FEET; THENCE SOUTH 05° 19' 44" WEST, A DISTANCE OF 26.43 FEET; THENCE
SOUTH 00° 57' 38" WEST, A DISTANCE OF 45.02 FEET; THENCE SOUTH 10° 31' 54" EAST, A DISTANCE
OF 26.49 FEET; THENCE SOUTH 14° 28' 10" EAST, A DISTANCE OF 29.44 FEET; THENCE SOUTH 34° 09'

00" EAST, A DISTANCE OF 10.17 FEET; THENCE SOUTH 65° 59' 42" EAST, A DISTANCE OF 13.79 FEET; THENCE SOUTH 86° 21' 21" EAST, A DISTANCE OF 27.69 FEET; THENCE NORTH 87° 00' 36" EAST, A DISTANCE OF 46.24 FEET; THENCE NORTH 81° 58' 32" EAST, A DISTANCE OF 35.50 FEET; THENCE SOUTH 87° 38' 26" EAST, A DISTANCE OF 10.36 FEET; THENCE SOUTH 00° 00' 45" WEST, A DISTANCE OF 38.74 FEET; THENCE SOUTH 07° 17' 00" WEST, A DISTANCE OF 50.37 FEET; THENCE SOUTH 01° 31' 11" WEST, A DISTANCE OF 60.24 FEET; THENCE SOUTH 03° 09' 56" EAST, A DISTANCE OF 56.98 FEET; THENCE SOUTH 01° 17' 35" WEST, A DISTANCE OF 67.93 FEET; THENCE SOUTH 24° 27' 36" WEST, A DISTANCE OF 20.05 FEET; THENCE NORTH 70° 07' 27" WEST, A DISTANCE OF 30.56 FEET; THENCE NORTH 39° 29' 04" WEST, A DISTANCE OF 35.34 FEET; THENCE NORTH 20° 28' 48" WEST, A DISTANCE OF 25.13 FEET; THENCE NORTH 75° 38' 40" WEST, A DISTANCE OF 38.00 FEET; THENCE NORTH 45° 33' 20" WEST, A DISTANCE OF 17.49 FEET; THENCE NORTH 23° 30' 00" WEST, A DISTANCE OF 28.68 FEET; THENCE NORTH 43° 31' 59" WEST, A DISTANCE OF 14.41 FEET; THENCE SOUTH 88° 32' 44" WEST, A DISTANCE OF 24.78 FEET; THENCE SOUTH 71° 33' 38" WEST, A DISTANCE OF 41.80 FEET; THENCE SOUTH 89° 52' 50" WEST, A DISTANCE OF 42.77 FEET; THENCE SOUTH 82° 14' 18" WEST, A DISTANCE OF 32.99 FEET; THENCE SOUTH 73° 17' 44" WEST, A DISTANCE OF 19.18 FEET; THENCE SOUTH 79° 38' 41" WEST, A DISTANCE OF 26.35 FEET; THENCE SOUTH 82° 50' 54" WEST, A DISTANCE OF 32.20 FEET; THENCE SOUTH 88° 27' 31" WEST, A DISTANCE OF 22.15 FEET; THENCE NORTH 63° 04' 54" WEST, A DISTANCE OF 5.73 FEET; THENCE SOUTH 56° 22' 23" WEST, A DISTANCE OF 7.38 FEET; THENCE SOUTH 85° 25' 56" WEST, A DISTANCE OF 43.08 FEET; THENCE NORTH 83° 45' 01" WEST, A DISTANCE OF 31.16 FEET; THENCE SOUTH 87° 16' 53" WEST, A DISTANCE OF 45.21 FEET; THENCE SOUTH 86° 20' 31" WEST, A DISTANCE OF 54.32 FEET; THENCE SOUTH 88° 07' 13" WEST, A DISTANCE OF 64.34 FEET; THENCE NORTH 89° 56' 25" WEST, A DISTANCE OF 65.13 FEET; THENCE NORTH 88° 59' 04" WEST, A DISTANCE OF 52.42 TO THE POINT OF TERMINUS AND THE END OF THE HEREIN DESCRIBED LINE.

PARCEL A:

ON THE ISLAND OF STOCK ISLAND, AND BEING LOT ONE (1), BLOCK SIXTY (60) ACCORDING TO GEORGE L. McDONALD'S MAP OF LOTS ONE (1), TWO (2), THREE (3), FIVE (5) AND SIX (6) OF SECTION THIRTY FIVE (35), LOT TWO (2) SECTION THIRTY SIX (36), LOT THREE (3) SECTION TWENTY SIX (26), AND LOT TWO (2) SECTION THIRTY FOUR (34), TOWNSHIP SIXTY SEVEN (67) SOUTH, RANGE TWENTY FIVE (25) EAST, RECORDED IN PLAT BOOK ONE (1), PAGE 55, MONROE COUNTY, FLORIDA RECORDS.

AND ALSO

PARCEL B:

BEING AT A POINT ON THE SOUTH BOUNDARY LINE OF PENINSULA AVENUE, 382 FEET DISTANT AND WEST OF THE INTERSECTION OF THE SOUTH BOUNDARY LINE OF PENINSULA AVENUE WITH THE WEST BOUNDARY LINE OF MALONEY AVENUE, FROM SAID POINT OF BEGINNING, CONTINUE IN A WEST DIRECTION ALONG THE SOUTH BOUNDARY LINE OF PENINSULAR AVENUE EXTENDED A DISTANCE OF 418 FEET; THENCE AT RIGHT ANGLES AND IN A SOUTHERLY DIRECTION A DISTANCE OF 520 FEET; THENCE AT RIGHT ANGLES AND IN AN EASTERLY DIRECTION A DISTANCE OF 600 FEET; THENCE AT RIGHT ANGLES AND IN A NORTHERLY DIRECTION A DISTANCE OF 184 FEET; THENCE MEANDERING THE HIGH WATER LINE IN A NORTHWESTERLY AND NORTHEASTERLY DIRECTION A DISTANCE OF 450 FEET, MORE OR LESS, TO THE POINT OF BEGINNING AND BEING IN A SUBDIVISION OF LOTS 1, 2, 3, 5 AND 6 OF SECTION 35, LOT 2 OF SECTION 36, LOT 3 OF SECTION 26, LOT 2 OF SECTION 34, TOWNSHIP 67 SOUTH, RANGE 25 EAST, MONROE COUNTY, FLORIDA.

ALSO

PARCEL C:

A PARCEL OF SUBMERGED LAND IN HAWK CHANNEL IN SECTION 36, TOWNSHIP 67 SOUTH, RANGE 25 EAST, STOCK ISLAND, MONROE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 1, BLOCK 60 OF THE PLAT OF STOCK ISLAND AS RECORDED IN PLAT BOOK 1, PAGE 55, PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; THENCE RUN WEST ALONG THE NORTH LINE OF SAID LOT 1 AND THE WESTERLY EXTENSION THEREOF FOR A DISTANCE OF 600 FEET TO THE NORTHWEST CORNER OF A PARCEL OF SUBMERGED LAND CONVEYED BY THE TRUSTEES OF THE INTERNAL IMPROVEMENT FUND DEED NO. 19811, DATED JUNE 12, 1951; THENCE SOUTH ALONG THE WESTERLY LINE OF SAID PARCEL OF SUBMERGED LAND CONVEYED BY THE TRUSTEES, A DISTANCE OF 520 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL FOR THE POINT OF BEGINNING OF PARCEL OF SUBMERGED LAND HEREINAFTER DESCRIBED; THENCE CONTINUE SOUTH A DISTANCE OF 251.6 FEET; THENCE EAST A DISTANCE OF 600 FEET; THENCE NORTH A DISTANCE OF 251.6 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL OF SUBMERGED LAND CONVEYED BY THE TRUSTEES OF THE INTERNAL IMPROVEMENT FUND BY DEED NO. 19811; THENCE WEST ALONG THE SOUTH LINE OF SAID PARCEL A DISTANCE OF 600 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

ALSO

PARCEL D:

ON THE ISLAND KNOWN AS STOCK ISLAND AND DESCRIBED ACCORDING TO THE GEORGE MCDONALD'S PLAT OF A PART OF STOCK ISLAND, RECORDED IN PLAT BOOK 1, PAGE 55, MONROE COUNTY, FLORIDA AS FOLLOWS:

LOTS TWO (2) AND THREE (3) IN BLOCK SIXTY (60).

ALSO

PARCEL E:

A PARCEL OF FORMERLY SUBMERGED LAND IN HAWK CHANNEL IN SECTION 36, TOWNSHIP 67 SOUTH, RANGE 25 EAST, MONROE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 3, SQUARE 60 OF PLAT TITLED "ALL LOTS 1, 2, 3, 5 AND 6, SECTION 35; LOT 3, SECTION 26; LOT 2, SECTION 34, STOCK ISLAND, TOWNSHIP 67 SOUTH, RANGE 25 EAST", RECORDED IN PLAT BOOK 1, PAGE 55, PUBLIC RECORDS OF MONROE COUNTY, FLORIDA, RUN SOUTH 435.6 FEET; THENCE AT RIGHT ANGLES RUN WEST 200 FEET; THENCE AT RIGHT ANGLES RUN NORTH 435.6 FEET TO THE SOUTHWEST CORNER OF LOT 2, SQUARE 60 OF THE ABOVE MENTIONED PLAT; THENCE MEANDER THE SHORELINE TO AN EASTERLY DIRECTION BACK TO THE POINT OF BEGINNING.

ALSO

PARCEL F:

ON THE ISLAND KNOWN AS STOCK ISLAND AND DESCRIBED ACCORDING TO GEORGE L. MCDONALD'S PLAT OF A PART OF SAID STOCK ISLAND, RECORDED IN PLAT BOOK ONE (1), PAGE 55, MONROE COUNTY, FLORIDA, AS FOLLOWS:

LOTS ONE (1) AND TWO (2) IN BLOCK SIXTY ONE (61), TOGETHER WITH A PARCEL OF SUBMERGED

LAND IN THE STRAITS OF FLORIDA, SECTION 36, TOWNSHIP 67 SOUTH, RANGE 25 EAST, LOCATED SOUTHERLY OF AND ADJACENT TO LOTS 1 AND 2, BLOCK 61, AND DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE SHORELINE OF STOCK ISLAND AND THE WEST LINE OF SAID LOT 1, BLOCK 61, ACCORDING TO SAID PLAT OF STOCK ISLAND; THENCE SOUTH ALONG THE WEST LINE OF SAID LOT 1, BLOCK 61 (EXTENDED) A DISTANCE OF 435 FEET TO A POINT; THENCE EAST A DISTANCE OF 200 FEET TO A POINT IN THE EAST LINE OF SAID LOT 2, BLOCK 61 (EXTENDED); THENCE NORTH ALONG THE EAST LINE OF LOT 2, BLOCK 61 (EXTENDED) A DISTANCE OF 475 FEET, MORE OR LESS TO A POINT IN THE SOUTHERLY SHORELINE OF STOCK ISLAND; THENCE WESTERLY ALONG THE MEANDERS OF SAID SOUTHERLY SHORELINE, A DISTANCE OF 210 FEET, MORE OR LESS, BACK TO THE POINT OF BEGINNING.

PARCEL G:

LOT 3 IN BLOCK 61 OF STOCK ISLAND AS SHOWN ON PLAT OF SAID STOCK ISLAND MADE BY GEORGE L. MCDONALD AND RECORDED IN PLAT BOOK 1, PAGE 55, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

ALSO

PARCEL H:

THE PORTION OF MALONEY AVENUE LYING BETWEEN BLOCKS 60 AND 61 OF GEORGE L. MCDONALD'S PLAT OF A PART OF STOCK ISLAND, AS RECORDED IN PLAT BOOK 1, PAGE 55, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

PARCEL I:

A PARCEL OF FORMERLY SUBMERGED LAND IN HAWK CHANNEL IN SECTION 35, TOWNSHIP 67 SOUTH, RANGE 25 EAST, MONROE COUNTY, FLORIDA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF BLOCK 60 OF A PLAT OF STOCK ISLAND AS RECORDED IN PLAT BOOK 1, PAGE 55, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; THENCE SOUTH 280 FEET TO THE SOUTHEAST CORNER OF THE SAID BLOCK 60 AND THE SHORELINE ACCORDING TO THE SAID PLAT OF STOCK ISLAND AND THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE SOUTH 435.60 FEET TO A POINT; THENCE EAST 60 FEET TO A POINT; THENCE NORTH 435.60 FEET TO A POINT; THENCE WEST 60 FEET BACK TO THE POINT OF BEGINNING.

ALSO

PARCEL J:

A PARCEL OF LAND ON THE ISLAND KNOWN AS STOCK ISLAND, MONROE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED BY THE FOLLOWING METES AND BOUNDS DESCRIPTION:

COMMENCE AT THE NORTHWEST CORNER OF LOT 2, BLOCK 60, ACCORDING TO GEORGE MCDONALD'S PLAT OF SAID STOCK ISLAND AS RECORDED IN PLAT BOOK 1, PAGE 55, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; THENCE RUN SOUTH ALONG THE WEST LINE OF SAID LOT 2 AND THE EXTENSION OF SAID WEST LINE, 715.60 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH, 56.0 FEET; THENCE WEST 381.3 FEET, MORE OR LESS, TO THE WESTERLY FACE OF AN EXISTING CONCRETE PIER; THENCE SOUTHERLY ALONG A LINE DEFLECTED 93°00 LEFT, 30 FEET, MORE OR LESS; THENCE ALONG THE MEAN HIGH WATER LINE THE FOLLOWING 15 COURSES: (NOTE:

MISSING CALL OF EAST 376.50')

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Bk# 2663 Pg# 1954

THENCE 87°00 DEFLECTED LEFT (DL), 200 FEET, MORE OR LESS;
THENCE 27°00 DEFLECTED LEFT, 30.00 FEET, MORE OR LESS;
THENCE 38°30 DEFLECTED RIGHT, 18.5 FEET, MORE OR LESS;
THENCE 40°00 DEFLECTED LEFT, 13.0 FEET, MORE OR LESS;
THENCE 46°50 DEFLECTED RIGHT, 45.0 FEET, MORE OR LESS;
THENCE 72°00 DEFLECTED LEFT, 75.5 FEET, MORE OR LESS;
THENCE 27°00 DEFLECTED RIGHT, 25.0 FEET, MORE OR LESS;
THENCE 64°00 DEFLECTED RIGHT, 94.5 FEET, MORE OR LESS;
THENCE 47°20 DEFLECTED RIGHT, 52.5 FEET, MORE OR LESS;
THENCE 37°40 DEFLECTED LEFT, 37.5 FEET, MORE OR LESS;
THENCE 54°15 DEFLECTED LEFT, 24.5 FEET, MORE OR LESS;
THENCE 72°00 DEFLECTED LEFT, 40.0 FEET, MORE OR LESS;
THENCE 28°20 DEFLECTED LEFT, 118.5 FEET, MORE OR LESS;
THENCE 56°10 DEFLECTED LEFT, 231.9 FEET, MORE OR LESS;
THENCE WEST, 378.80 FEET BACK TO THE POINT OF BEGINNING.

LESS (CONDOMINIUM):

A PARCEL OF LAND LOCATED IN SECTION 36, TOWNSHIP 67 SOUTH, RANGE 25 EAST, STOCK ISLAND, MONROE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF LOT 3, BLOCK 61, GEORGE MCDONALD'S PLAT OF A PART OF STOCK ISLAND, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 55, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; THENCE SOUTH FOR A DISTANCE OF 265.88 FEET; THENCE WEST FOR A DISTANCE OF 100.00 FEET; THENCE SOUTH FOR A DISTANCE OF 339.68 FEET; THENCE WEST FOR A DISTANCE OF 67.20 FEET TO THE POINT OF BEGINNING; THENCE MEANDER THE APPROXIMATE MEAN HIGH WATER LINE FOR THE FOLLOWING TWENTY-TWO (22) METES AND BOUNDS; THENCE SOUTH 04° 53' 14" WEST, A DISTANCE OF 50.44 FEET; THENCE SOUTH 03° 31' 10" WEST, A DISTANCE OF 60.33 FEET; THENCE SOUTH 04° 56' 57" EAST, A DISTANCE OF 108.26 FEET; THENCE SOUTH 06° 27' 03" WEST, A DISTANCE OF 123.44 FEET; THENCE SOUTH 57° 33' 15" WEST, A DISTANCE OF 86.74 FEET; THENCE SOUTH 81° 19' 27" WEST, A DISTANCE OF 44.77 FEET; THENCE NORTH 74° 55' 09" WEST, A DISTANCE OF 14.27 FEET; THENCE NORTH 38° 14' 22" EAST, A DISTANCE OF 83.55 FEET; THENCE NORTH 21° 12' 00" EAST, A DISTANCE OF 20.97 FEET; THENCE NORTH 28° 26' 29" EAST, A DISTANCE OF 45.45 FEET; THENCE NORTH 08° 28' 07" EAST, A DISTANCE OF 14.52 FEET; THENCE NORTH 44° 57' 55" WEST, A DISTANCE OF 32.90 FEET; THENCE NORTH 45° 09' 29" WEST, A DISTANCE OF 12.09 FEET; THENCE SOUTH 87° 09' 32" WEST, A DISTANCE OF 29.15 FEET; THENCE NORTH 75° 12' 35" WEST, A DISTANCE OF 17.77 FEET; THENCE NORTH 23° 09' 22" WEST, A DISTANCE OF 52.43 FEET; THENCE SOUTH 89° 35' 35" WEST, A DISTANCE OF 7.15 FEET; THENCE NORTH 00° 10' 56" EAST, A DISTANCE OF 7.23 FEET; THENCE SOUTH 79° 00' 39" WEST, A DISTANCE OF 63.72 FEET; THENCE NORTH 79° 00' 34" WEST, A DISTANCE OF 28.33 FEET; THENCE SOUTH 77° 29' 51" WEST, A DISTANCE OF 80.86 FEET; THENCE NORTH 88° 49' 09" WEST, A DISTANCE OF 41.75 FEET; THENCE LEAVING THE SAID MEAN HIGH WATER LINE FOR A DISTANCE OF 103.41 FEET; THENCE EAST FOR A DISTANCE OF 81.33 FEET; THENCE NORTH FOR A DISTANCE OF 12.00 FEET; THENCE EAST FOR A DISTANCE OF 157.53 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST; THENCE LEFT ALONG THE SAID CURVE, HAVING FOR ITS ELEMENTS A RADIUS OF 32.00 FEET AND A CENTRAL ANGLE OF 90° 00' 00" FOR A DISTANCE OF 50.27 FEET TO A POINT OF TANGENCY; THENCE NORTH FOR A DISTANCE OF 36.77 FEET; THENCE EAST FOR A DISTANCE OF 106.74 FEET TO THE POINT OF BEGINNING.

LESS THE FOLLOWING PIERS:

NORTH PIER:

ON STOCK ISLAND, MONROE COUNTY, FLORIDA, AND IS A PARCEL OF SUBMERGED LAND LYING SOUTH OF BLOCK 60, ACCORDING TO GEO MCDONALD'S PLAT OF STOCK ISLAND AS RECORDED IN PLAT BOOK 1, PAGE 55, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; AND THE SAID PARCEL BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCE AT THE POINT OF INTERSECTION OF THE CENTERLINE OF MALONEY AVENUE WITH THE CENTERLINE OF PENINSULAR AVENUE; THENCE SOUTH ALONG THE CENTERLINE OF MALONEY AVENUE AND THE SOUTHERLY EXTENSION THEREOF FOR A DISTANCE OF 290.23 FEET TO A POINT; THENCE WEST 228.63 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND BEING DESCRIBED HEREIN; THENCE SOUTH FOR A DISTANCE OF 109 FEET TO A POINT; THENCE WEST FOR A DISTANCE OF 390.55 FEET TO A POINT; THENCE SOUTH 03° 11' 40" EAST FOR A DISTANCE OF 5.17 FEET TO A POINT; THENCE SOUTH 86° 48' 20" WEST FOR A DISTANCE OF 33.50 FEET TO A POINT; THENCE NORTH 03° 11' 40" WEST FOR A DISTANCE OF 119.9 FEET TO A POINT; THENCE NORTH 86° 48' 20" EAST FOR A DISTANCE OF 33.50 FEET TO A POINT; THENCE SOUTH 03° 11' 40" EAST FOR A DISTANCE OF 5.49 FEET TO A POINT; THENCE EAST FOR A DISTANCE OF 398.11 FEET BACK TO THE POINT OF BEGINNING.

MIDDLE PIER:

ON STOCK ISLAND, MONROE COUNTY, FLORIDA, AND IS A PARCEL OF SUBMERGED LAND LYING SOUTH OF BLOCK 60, ACCORDING TO GEO MCDONALD'S PLAT OF STOCK ISLAND AS RECORDED IN PLAT BOOK 1, PAGE 55, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; AND THE SAID PARCEL BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCE AT THE POINT OF INTERSECTION OF THE CENTERLINE OF MALONEY AVENUE WITH THE CENTERLINE OF PENINSULAR AVENUE; THENCE SOUTH ALONG THE CENTERLINE OF MALONEY AVENUE AND THE SOUTHERLY EXTENSION THEREOF FOR A DISTANCE OF 290.23 FEET TO A POINT; THENCE WEST 228.63 FEET TO A POINT; THENCE SOUTH FOR A DISTANCE OF 191.89 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND BEING DESCRIBED HEREIN; THENCE CONTINUE SOUTH FOR A DISTANCE OF 127 FEET TO A POINT; THENCE WEST FOR A DISTANCE OF 348.48 FEET TO A POINT; THENCE SOUTH 03° 11' 40" EAST FOR A DISTANCE OF 13.19 FEET TO A POINT; THENCE SOUTH 86° 49' 20" WEST FOR A DISTANCE OF 45 FEET TO A POINT; THENCE NORTH 03° 11' 40" WEST FOR A DISTANCE OF 16 FEET TO A POINT; THENCE SOUTH 86° 48' 20" WEST FOR A DISTANCE OF 20 FEET TO A POINT; THENCE NORTH 03° 11' 40" WEST FOR A DISTANCE OF 125 FEET TO A POINT; THENCE NORTH 86° 48' 20" EAST A DISTANCE OF 20 FEET TO A POINT; THENCE NORTH 03° 11' 40" WEST A DISTANCE OF 16 FEET TO A POINT; THENCE NORTH 86° 48' 20" EAST A DISTANCE OF 45 FEET TO A POINT; THENCE SOUTH 03° 11' 40" EAST FOR A DISTANCE OF 16.61 FEET TO A POINT; THENCE EAST FOR A DISTANCE OF 355.66 FEET TO THE POINT OF BEGINNING.

LESS THE FOLLOWING PIER:

SOUTH PIER:

ON STOCK ISLAND, MONROE COUNTY, FLORIDA, AND IS A PARCEL OF SUBMERGED LAND LYING SOUTH OF BLOCK 60, ACCORDING TO GEO MCDONALD'S PLAT OF STOCK ISLAND, AS RECORDED IN PLAT BOOK 1, PAGE 55, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA, AND THE SAID PARCEL BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCE AT THE POINT OF INTERSECTION OF THE CENTERLINE OF MALONEY AVENUE WITH THE CENTERLINE OF PENINSULAR AVENUE; THENCE SOUTH ALONG THE CENTERLINE OF MALONEY AVENUE AND THE SOUTHERLY EXTENSION THEREOF FOR A DISTANCE OF 290.23 FEET TO A POINT;

THENCE WEST 228.63 FEET TO A POINT; THENCE SOUTH FOR A DISTANCE OF 416.99 FEET TO POINT OF BEGINNING OF THE PARCEL OF LAND BEING DESCRIBED HEREIN; THENCE CONTINUE SOUTH FOR A DISTANCE OF 97 FEET TO A POINT; THENCE WEST FOR A DISTANCE OF 408.80 FEET TO A POINT; THENCE NORTH 03° 11' 40" WEST FOR A DISTANCE OF 115 FEET TO A POINT; THENCE NORTH 86° 48' 20" EAST FOR A DISTANCE OF 38.34 FEET TO A POINT; THENCE SOUTH 03° 11' 40" EAST FOR A DISTANCE OF 20 FEET TO A POINT; THENCE EAST FOR A DISTANCE OF 375.82 FEET BACK TO THE POINT OF BEGINNING.

LESS THE FOLLOWING PARCEL:

DRY STORAGE:

A PARCEL OF LAND LOCATED IN SECTION 36, TOWNSHIP 67 SOUTH, RANGE 25 EAST, STOCK ISLAND, MONROE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF LOT 3, BLOCK 61, GEORGE MCDONALDS PLAT OF A PART OF STOCK ISLAND, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 55, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; THENCE SOUTH FOR A DISTANCE OF 167.57 FEET; THENCE WEST FOR A DISTANCE OF 103.06 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89° 59' 20" WEST FOR A DISTANCE OF 182.26; THENCE SOUTH 00° 00' 40" EAST FOR A DISTANCE OF 120.31 FEET; THENCE NORTH 89° 59' 20" EAST FOR A DISTANCE OF 182.26 FEET; THENCE NORTH 00° 00' 40" WEST FOR A DISTANCE OF 120.31 FEET TO THE POINT OF BEGINNING.



EXHIBIT B TO SPECIAL WARRANTY DEED

Permitted Exceptions

1. Reservations contained in Deed from the Trustees of the Internal Improvement Fund of the State of Florida, filed March 29, 1960 in Book 180, Page 381 . Note: The right of entry has been released pursuant to S270.11, F.S.
2. State of Florida Department of Administration Division of State Planning Affidavit Regarding the Florida Keys Area of Critical State Concern recorded August 13, 1976 in Book 668, Page 43.
3. Easement granted to The Utility Board of the City of Key West, Florida by instrument recorded March 19, 2002 in Book 1769, Page 863.
4. Grant of Non-Exclusive Easement granted to Oceanside Development Corporation, a Florida corporation and Oceanside Residential Condominium Association, Inc., a Florida not-for-profit corporation by instrument recorded March 19, 2002 in Book 1769, Page 1151.
5. Grant of Non-Exclusive Easement and Provider Agreement granted to Oceanside Development Corporation, a Florida corporation and Oceanside Residential Condominium Association, Inc., a Florida not-for-profit corporation by instrument recorded March 19, 2002 in Book 1769, Page 1164.
6. The right, title or interest, if any, of the public to use as a public beach or recreation area any part of the Land lying between the water abutting the Land and the most inland of any of the following: (a) the natural line of vegetation; (b) the most extreme high water mark; (c) the bulkhead line, or (d) any other line which has been or which hereafter may be legally established as relating to such public use. Terms and conditions of any existing unrecorded lease(s), and all rights of lessee(s) and any parties claiming through the lessee(s) under the lease(s).
7. Rights of the United States Government to that part of the Land, if any, being artificially filled in land in what was formerly navigable waters arising by reason of the United States Government control over navigable waters in the interest of navigation and commerce.
8. Any adverse ownership claim by the State of Florida by right of sovereignty to any part of the Land that is, as of the Date of Policy or was at any time previously, under water (submerged).
9. Reservation(s) in favor of the Trustees of the Internal Improvement Fund of the State of Florida contained in the Deed recorded November 16, 1964 in Book 325, Page 595, as to: a. 3/4 interest in all phosphate, mineral and metal rights. b. 1/2 interest in all petroleum rights. c. Rights of exploration in conjunction with

phosphate, mineral, metal and/or petroleum rights have been released pursuant to Florida Statute 270.11(2).

10. Storm Sewer Easement to the State of Florida for the use and benefit of the State Road Department of Florida recorded September 27, 1966 in Book 379, Page 1033.
11. Drainage Easement in favor of the State Road Department of Florida recorded October 21, 1966 in Book 381, Page 225.
12. Reservation in favor of the Trustees of the Internal Improvement Fund of the State of Florida contained in the Deed recorded January 29, 1970 in Book 446, Page 255, as to: a. 3/4 interest in all phosphate, mineral, and metal rights b. 1/2 interest in all petroleum rights. c. Rights of exploration in conjunction with phosphate, mineral, metal and/or petroleum rights have been released pursuant to Florida Statute 270.11(2).
13. Reservation in favor of the Trustees of the Internal Improvement Fund of the State of Florida contained in the Deed recorded March 26, 1973 in Book 534, Page 198, as to: a. 3/4 interest in all phosphate, mineral, and metal rights. b. 1/2 interest in all petroleum rights. c. Rights of exploration in conjunction with phosphate, mineral, metal and/or petroleum rights have been released pursuant to Florida Statute 270.11(2).
14. Easement in favor of the Utility Board of the City of Key West recorded January 27, 1977 in Book 690, Page 313.
15. Reservation in favor of the Trustees of the Internal Improvement Fund of the State of Florida contained in the Deed recorded December 6, 1985 in Book 959, Page 2354, as to: a. 3/4 interest in all phosphate, mineral, and metal rights. b. 1/2 interest in all petroleum rights. c. Rights of exploration in conjunction with phosphate, mineral, metal and/or petroleum rights have been released pursuant to Florida Statute 270.11(2).
16. Grant of Non-Exclusive Access and Parking Easement Agreement in favor of Oceanside Marina Condominium Association, Inc., as recorded July 1, 1997 in Book 1464, Page 1517.
17. County Ordinance 10-77, providing for the annual levy on garbage and trash collection fees to be assessed upon this parcel of land.
18. Grant of Easement (Launching) as recorded August 1, 2003 in Book 1915, Page 92.
19. Grant of Easement (Ingress, Egress, Utilities, Drainage, Encroachments and Maintenance) as recorded August 1, 2003 in Book 1915, Page 100.



20. All the covenants, conditions, restriction, easements, assessments and possible liens, terms and other provisions of Declaration of Condominium and Exhibits thereto, recorded August 11, 2003 in Book 1918, Page 1967, Public Records of Monroe County, Florida, and as further amended, including, but not limited to one or more of the following: provisions for private charges or assessments; liens for liquidated damages; and/or option, right of first refusal or prior approval of a future purchaser or occupant. NOTE: Developers Right of First Refusal was terminated in Book 2201, Page 1282 and in Book 2212, Page 1604. (As to Condo Parcels only)
21. County Resolution No. 265-2004, providing for the annual levy for wastewater assessments recorded June 23, 2005 in Book 2126, Page 511.
22. Terms and conditions of the Monroe County Planning Commission Resolution No. P21-07 recorded July 13, 2007 in Book 2308, Page 801.

OCEANSIDE INVESTORS, LLC
5950 – 5970 Penninsular Avenue
Stock Island, Florida

LEGAL DESCRIPTION

That parcel of land as more particularly described as follows:

Doc# 1962037
Bk# 2663 Pg# 1960

UPLAND TERMINUS BOUNDARY LINE:

A line being the Waterward Boundary Line as of July 1, 1975, lying in Hawk Channel in Section 36, Township 67 South, Range 25 East, Stock Island, Monroe County, Florida, and being more particularly described as follows:

Commence at the Northeast Corner of Lot 3, Block 61, "George McDonalds Plat of a Part of Stock Island", according to the plat thereof as recorded in Plat Book 1, Page 55, of the Public Records of Monroe County, Florida; thence South 00° 00' 00" East, along the East line of said Lot 3, a distance of 256.64 feet more or less to the Waterward Boundary Line as of July 1, 1975, and the Point of Beginning of the herein described line; thence South 88° 44' 58" West, a distance of 58.05 feet; thence South 81° 26' 20" West, a distance of 13.41 feet; thence South 48° 22' 45" West, a distance of 7.77 feet; thence South 09° 55' 20" West, a distance of 8.55 feet; thence South 00° 10' 09" West, a distance of 178.89 feet; thence South 01° 46' 07" West, a distance of 53.90 feet; thence South 06° 39' 38" West, a distance of 34.06 feet; thence North 80° 11' 10" West, a distance of 19.75 feet; thence North 06° 04' 32" East, a distance of 30.53 feet; thence North 02° 25' 50" East, a distance of 53.34 feet; thence North 16° 29' 47" West, a distance of 23.38 feet; thence North 40° 25' 19" West, a distance of 21.08 feet; thence North 63° 50' 22" West, a distance of 18.30 feet; thence South 88° 24' 25" West, a distance of 48.58 feet; thence South 80° 34' 05" West, a distance of 12.37 feet; thence South 81° 01' 04" West, a distance of 38.31 feet; thence South 77° 16' 42" West, a distance of 50.24 feet; thence South 68° 46' 49" West, a distance of 24.66 feet; thence South 41° 39' 38" West, a distance of 17.34 feet; thence South 05° 19' 44" West, a distance of 26.43 feet; thence South 00° 57' 38" West, a distance of 45.02 feet; thence South 10° 31' 54" East, a distance of 26.49 feet; thence South 14° 28' 10" East, a distance of 29.44 feet; thence South 34° 09' 00" East, a distance of 10.17 feet; thence South 65° 59' 42" East, a distance of 13.79 feet; thence South 86° 21' 21" East, a distance of 27.69 feet; thence North 8° 00' 36" East, a distance of 46.24 feet; thence North 81° 58' 32" East, a distance of 35.50 feet; thence South 87° 38' 26" East, a distance of 10.36 feet; thence South 00° 00' 45" West, a distance of 38.74 feet; thence South 07° 17' 00" West, a distance of 50.37 feet; thence South 01° 31' 11" West, a distance of 60.24 feet; thence South 03° 09' 56" East, a distance of 56.98 feet; thence South 01° 17' 35" West, a distance of 67.93 feet; thence South 24° 27' 36" West, a distance of 20.05 feet; thence North 70° 07' 27" West, a distance of 30.56 feet; thence North 39° 29' 04" West, a distance of 35.34 feet; thence North 20° 28' 48" West, a distance of 25.13 feet; thence North 75° 38' 40" West, a distance of 38.00 feet; thence North 45° 33' 20" West, a distance of 17.49 feet; thence North 23° 30' 00" West, a distance of 28.68 feet; thence North 43° 31' 59" West, a distance of 14.41 feet; thence South 88° 32' 44" West, a distance of 24.78 feet; thence South 71° 33' 38" West, a distance of 41.80 feet; thence South 89° 52' 50" West, a distance of 42.77 feet; thence South 82° 14' 18" West, a distance of 32.99 feet; thence South 73° 17' 44" West, a distance of 19.18 feet; thence South 79° 38' 41" West, a distance of 26.35 feet; thence South 82° 50' 54" West, a distance of 32.20 feet; thence South 88° 27' 31" West, a distance of 22.15 feet; thence North 63° 04' 54" West, a distance of 5.73 feet; thence South 56° 22' 23" West, a distance of 7.38 feet; thence South 85° 25' 56" West, a distance of 43.08 feet; thence North 83° 45' 01" West, a distance of 31.16 feet; thence South 87° 16' 53" West, a distance of 45.21 feet; thence South 86° 20' 31" West, a distance of 54.32 feet; thence South 88° 07' 13" West, a distance of 64.34 feet; thence North 89° 56' 25" West, a distance of 65.13 feet; thence North 88° 59' 04" West, a distance of 52.42 to the Point of Terminus and the end of the herein described line.

PARCEL A:

On the Island of Stock Island, and being Lot One (1), Block Sixty (60) according to George L. McDonald's Map of Lots One (1), Two (2), Three (3), Five (5) and Six (6) of Section Thirty Five (35), Lot Two (2) Section Thirty Six (36), Lot Three (3) Section Twenty Six (26), and Lot Two (2) Section Thirty Four (34), Township Sixty Seven (67) South, Range Twenty Five (25) East, recorded in Plat Book One (1), Page 55, Monroe County, Florida Records.

AND ALSO

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Bk# 2663 Pg# 1961

PARCEL B:

Being at a point on the South boundary line of Peninsula Avenue, 382 feet distant and West of the intersection of the South boundary line of Peninsula Avenue with the West boundary line of Maloney Avenue, from said Point of Beginning, continue in a West direction along the South boundary line of Peninsular Avenue extended a distance of 418 feet; thence at right angles and in a Southerly direction a distance of 520 feet; thence at right angles and in an Easterly direction a distance of 600 feet; thence at right angles and in a Northerly direction a distance of 184 feet; thence meandering the high water line in a Northwesterly and Northeasterly direction a distance of 450 feet, more or less, to the Point of Beginning and being in a subdivision of Lots 1, 2, 3, 5 and 6 of Section 35, Lot 2 of Section 36, Lot 3 of Section 26, Lot 2 of Section 34, Township 67 South, Range 25 East, Monroe County, Florida.

ALSO

PARCEL C:

A parcel of submerged land in Hawk Channel in Section 36, Township 67 South, Range 25 East, Stock Island, Monroe County, Florida, being more particularly described as follows:

Commencing at the Northeast corner of Lot 1, Block 60 of the Plat of STOCK ISLAND as recorded in Plat Book 1, Page 55, Public Records of Monroe County, Florida; thence run West along the North line of said Lot 1 and the Westerly extension thereof for a distance of 600 feet to the Northeast corner of a parcel of submerged land conveyed by The Trustees of the Internal Improvement Fund Deed No. 19811, dated June 12, 1951; thence South along the Westerly line of said parcel of submerged land conveyed by the Trustees, a distance of 520 feet to the Southwest corner of said parcel for the Point of Beginning of parcel of submerged land hereinafter described; thence continue South a distance of 251.6 feet; thence East a distance of 600 feet; thence North a distance of 251.6 feet to the Southeast corner of said parcel of submerged land conveyed by The Trustees of the Internal Improvement Fund by Deed No. 19811; thence West along the South line of said parcel a distance of 600 feet, more or less, to the Point of Beginning.

ALSO

PARCEL D:

On the Island known as Stock Island and described according to the George McDonald's plat of a part of Stock Island, recorded in Plat Book 1, Page 55, Monroe County, Florida, as follows:

Lots Two (2) and Three (3) in Block Sixty (60).

ALSO

PARCEL E:

A parcel of formerly submerged land in Hawk Channel in Section 36, Township 67 South, Range 25 East, Monroe County, Florida, more particularly described as follows:

Beginning at the Southeast corner of Lot 3, Square 60 of Plat titled "ALL LOTS 1, 2, 3, 5 and 6, SECTION 35; LOT 3, SECTION 26; LOT 2, SECTION 34, STOCK ISLAND, TOWNSHIP 67 SOUTH, RANGE 25 EAST", recorded in Plat Book 1, Page 55, Public Records of Monroe County, Florida, run South 435.6 feet; thence at right angles run West 200 feet; thence at right angles run North 435.6 feet to the Southwest corner of Lot 2, Square 60 of the above mentioned plat; thence meander the shoreline to an Easterly direction back to the Point of Beginning.

ALSO

Doc# 1962037
Bk# 2663 Pg# 1962

PARCEL F:

On the Island known as Stock Island and described according to George L. McDonald's plat of a part of said Stock Island, recorded in Plat Book One (1), Page 55, Monroe County, Florida, as follows:

Lots One (1) and Two (2) in Block Sixty One (61), together with a parcel of submerged land in the Straits of Florida, Section 36, Township 67 South, Range 25 East, located Southerly of and adjacent to Lots 1 and 2, Block 61, and described as follows:

Begin at the intersection of the shoreline of Stock Island and the West line of said Lot 1, Block 61, according to said Plat of STOCK ISLAND; thence South along the West line of said Lot 1, Block 61 (extended) a distance of 435 feet to a point; thence East a distance of 200 feet to a point in the East line of said Lot 2, Block 61 (extended); thence North along the East line of Lot 2, Block 61 (extended) a distance of 475 feet, more or less to a point in the Southerly shoreline of Stock Island; thence Westerly along the meanders of said Southerly shoreline a distance of 210 feet, more or less, back to the Point of Beginning.

PARCEL G:

Lot 3 in Block 61 of STOCK ISLAND as shown on Plat of said STOCK ISLAND made by George L. McDonald and recorded in Plat Book 1, Page 55, of the Public Records of Monroe County, Florida.

ALSO

PARCEL H:

The portion of Maloney Avenue lying between Blocks 60 and 61 of George L. McDonald's Plat of a part of STOCK ISLAND, as recorded in Plat Book 1, Page 55, of the Public Records of Monroe County, Florida.

PARCEL I:

A parcel of formerly submerged land in Hawk Channel in Section 35, Township 67 South, Range 25 East, Monroe County, Florida, and more particularly described as follows:

Commence at the Northeast corner of Block 60 of a PLAT OF STOCK ISLAND as recorded in Plat Book 1, Page 55, of the Public Records of Monroe County, Florida; thence South 280 feet to the Southeast corner of the said Block 60 and the shoreline according to the said PLAT OF STOCK ISLAND and the Point of Beginning of the parcel of land herein described; thence continue South 435.60 feet to a point; thence East 60 feet to a point; thence North 435.60 feet to a point; thence West 60 feet back to the Point of Beginning.

ALSO

PARCEL J:

A parcel of land on the Island known as Stock Island, Monroe County, Florida, more particularly described by the following metes and bounds description:

Commence at the Northwest corner of Lot 2, Block 60, according to George McDonald's Plat of said Stock Island as recorded in Plat Book 1, Page 55, of the Public Records of Monroe County, Florida; thence run South along the West line of said Lot 2 and the extension of said West line, 715.60 feet to the Point of Beginning; thence continue South, 56.0 feet; thence West 381.3 feet, more or less, to the Westerly face of an existing concrete pier;

thence Southerly along a line deflected 93°00 left, 30 feet, more or less; thence along the Mean High Water Line the following 15 courses: (NOTE: Missing call of East 376.50')

Thence 87°00 deflected left (DL), 200 feet, more or less;
Thence 27°00 deflected left, 30.00 feet, more or less;
Thence 38°30 deflected right, 18.5 feet, more or less;
Thence 40°00 deflected left, 13.0 feet, more or less;
Thence 46°50 deflected right, 45.0 feet, more or less;
Thence 72°00 deflected left, 75.5 feet, more or less;
Thence 27°00 deflected right, 25.0 feet, more or less;
Thence 64°00 deflected right, 94.5 feet, more or less;
Thence 47°20 deflected right, 52.5 feet, more or less;
Thence 37°40 deflected left, 37.5 feet, more or less;
Thence 54°15 deflected left, 24.5 feet, more or less;
Thence 72°00 deflected left, 40.0 feet, more or less;
Thence 28°20 deflected left, 118.5 feet, more or less;
Thence 56°10 deflected left, 231.9 feet, more or less;
Thence West, 378.80 feet back to the Point of Beginning.

Doc# 1962037
Bk# 2663 Pg# 1963

LESS (CONDOMINIUM):

A parcel of land located in Section 36, Township 67 South, Range 25 East, Stock Island, Monroe County, Florida, and being more particularly described as follows:

Commence at the Northeast corner of Lot 3, Block 61, GEORGE MCDONALD'S PLAT OF A PART OF STOCK ISLAND, according to the plat thereof as recorded in Plat Book 1, Page 55, of the Public Records of Monroe County, Florida; thence South for a distance of 265.88 feet; thence West for a distance of 100.00 feet; thence South for a distance of 339.68 feet; thence West for a distance of 67.20 feet to the Point of Beginning; thence meander the approximate Mean High Water Line for the following twenty-two (22) metes and bounds; thence South 04° 53'14" West, a distance of 50.44 feet; thence South 03° 31'10" West, a distance of 60.33 feet; thence South 04° 56'57" East, a distance of 108.26 feet; thence South 06° 27'03" West, a distance of 123.44 feet; thence South 57° 33'15" West, a distance of 86.74 feet; thence South 81° 19'27" West, a distance of 44.77 feet; thence North 74° 55'09" West, a distance of 14.27 feet; thence North 38° 14'22" East, a distance of 83.55 feet; thence North 21° 12'00" East, a distance of 20.97 feet; thence North 28° 26'29" East, a distance of 45.45 feet; thence North 08° 28'07" East, a distance of 14.52 feet; thence North 44° 57'55" West, a distance of 32.0 feet; thence North 45° 09' 29" West, a distance of 12.09 feet; thence South 87° 09' 32" West, a distance of 29.15 feet; thence North 75° 12'35" West, a distance of 17.77 feet; thence North 23° 09' 22" West, a distance of 52.43 feet; thence South 89° 35'35" West, a distance of 7.15 feet; thence North 00° 10' 56" East, a distance of 7.23 feet; thence South 79° 00' 39" West, a distance of 63.72 feet; thence North 79° 00'34" West, a distance of 28.33 feet; thence South 77° 00' 51" West, a distance of 80.86 feet; thence North 88° 49' 09" West, a distance of 41.75 feet; thence leaving the said Mean High Water Line for a distance of 103.41 feet; thence East for a distance of 81.33 feet; thence North for a distance of 12.00 feet; thence East for a distance of 157.53 feet to a point of curvature of a curve concave to the Northwest; thence left along the said curve, having for its elements a radius of 32.00 feet and a central angle of 90° 00' 00" for a distance of 50.27 feet to a point of tangency; thence North for a distance of 36.77 feet; thence East for a distance of 106.74 feet to the Point of Beginning.

LESS THE FOLLOWING PIERS:

NORTH PIER:

On Stock Island, Monroe County, Florida, and is a parcel of submerged land lying South of Block 60, according to Geo. McDonald's Plat of Stock Island as recorded in Plat Book 1, Page 55, of the Public Records of Monroe County, Florida; and the said Parcel being described by metes and bounds as follows:

Commence at the point of intersection of the centerline of Maloney Avenue with the centerline of Peninsular Avenue; thence South along the centerline of Maloney Avenue and the Southerly extension thereof for a distance

of 290.23 feet to a point; thence West 228.63 feet to the Point of Beginning of the parcel of land being described herein; thence South for a distance of 109 feet to a point; thence West for a distance of 390.55 feet to a point; thence South 03° 11' 40" East for a distance of 5.17 feet to a point; thence South 86° 48' 20" West for a distance of 33.50 feet to a point; thence North 03° 11' 40" West for a distance of 119.9 feet to a point; thence North 86° 48' 20" East for a distance of 33.50 feet to a point; thence South 03° 11' 40" East for a distance of 5.49 feet to a point; thence East for a distance of 398.11 feet back to the Point of Beginning.

MIDDLE PIER:

On Stock Island, Monroe County, Florida, and is a parcel of submerged land lying South of Block 60, according to Geo McDonald's Plat of Stock Island as recorded in Plat Book 1, Page 55, of the Public Records of Monroe County, Florida; and the said parcel being described by metes and bounds as follows:

Commence at the point of intersection of the centerline of Maloney Avenue with the centerline of Peninsular Avenue; thence South along the centerline of Maloney Avenue and the Southerly extension thereof for a distance of 290.23 feet to a point; thence West 228.63 feet to a point; thence South for a distance of 191.89 feet to the Point of Beginning of the parcel of land being described herein; thence continue South for a distance of 127 feet to a point; thence West for a distance of 348.48 feet to a point; thence South 03° 11' 40" East for a distance of 13.19 feet to a point; thence South 86° 49' 20" West for a distance of 45 feet to a point; thence North 03° 11' 40" West for a distance of 16 feet to a point; thence South 86° 48' 20" West for a distance of 20 feet to a point; thence North 03° 11' 40" West for a distance of 125 feet to a point; thence North 86° 48' 20" East a distance of 20 feet to a point; thence North 03° 11' 40" West a distance of 16 feet to a point; thence North 86° 48' 20" East a distance of 45 feet to a point; thence South 03° 11' 40" East for a distance of 16.61 feet to a point; thence East for a distance of 355.66 feet to the Point of Beginning.

LESS THE FOLLOWING PIER:

SOUTH PIER:

On Stock Island, Monroe County, Florida, and is a parcel of submerged land lying South of Block 60, according to Geo. McDonald's Plat of Stock Island, as recorded in Plat Book 1, Page 55, of the Public Records of Monroe County, Florida, and the said parcel being described by metes and bounds as follows:

Commence at the point of intersection of the centerline of Maloney Avenue with the centerline of Peninsular Avenue; thence South along the centerline of Maloney Avenue and the Southerly extension thereof for a distance of 290.23 feet to a point; thence West 228.63 feet to a point; thence South for a distance of 416.99 feet to Point of Beginning of the parcel of land being described herein; thence continue South for a distance of 97 feet to a point; thence West for a distance of 408.80 feet to a point; thence North 03° 11' 40" West for a distance of 115 feet to a point; thence North 86° 48' 20" East for a distance of 38.34 feet to a point; thence South 03° 11' 40" East for a distance of 20 feet to a point; thence East for a distance of 375.82 feet back to the Point of Beginning.

LESS THE FOLLOWING PARCEL:

DRY STORAGE:

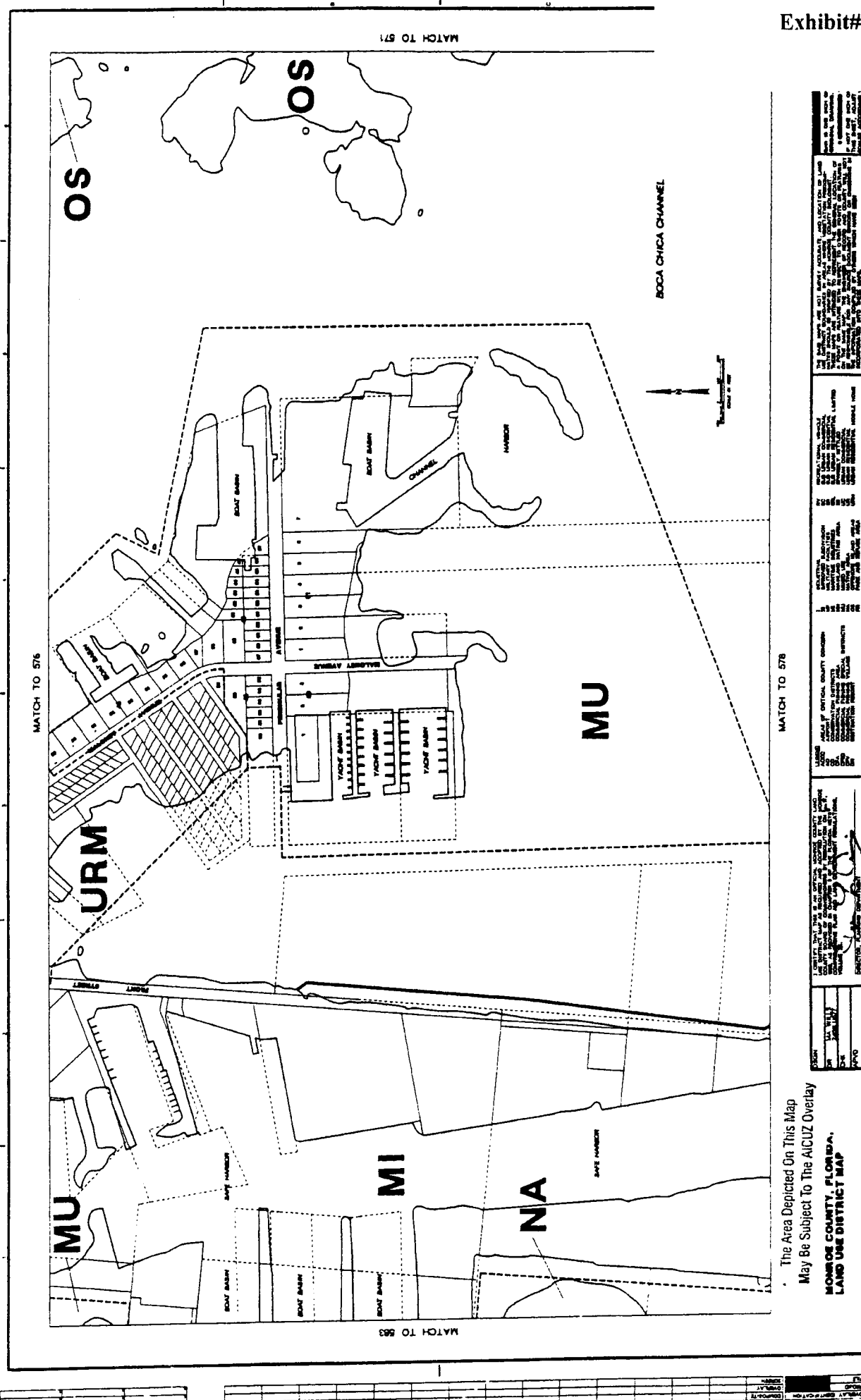
A parcel of land located in Section 36, Township 67 South, Range 25 East, Stock Island, Monroe County, Florida, and being more particularly described as follows:

Commence at the Northeast corner of Lot 3, Block 61, GEORGE MCDONALDS PLAT OF A PART OF STOCK ISLAND, according to the plat thereof as recorded in Plat Book 1, Page 55, of the Public Records of Monroe County, Florida; thence South for a distance of 167.57 feet; thence West for a distance of 103.06 feet to the Point of Beginning; thence South 89° 59' 20" West for a distance of 182.26; thence South 00° 00' 40" East for a distance of 120.31 feet; thence North 89° 59' 20" East for a distance of 182.26 feet; thence North 00° 00' 40" West for a distance of 120.31 feet to the Point of Beginning.

RE and Alternative Key Numbers

RE Numbers	Alternative Key Numbers
00127420-000100	8884257
00127420-000000	1161624

Doc# 1962037
Bk# 2663 Pg# 1965





MONROE COUNTY
OFFICIAL RECORDS

FILE #964852
BK#1420 PG#2134

RCD Sep 06 1996 11:59AM
DANNY L KOLHAGE, CLERK

Doc# 1962037
Bk# 2663 Pg# 1968

MONROE COUNTY, FLORIDA
MINOR CONDITIONAL USE DEVELOPMENT ORDER #12-96

A DEVELOPMENT ORDER GRANTING THE REQUEST OF SCOTT OROPEZA FOR A MINOR CONDITIONAL USE TO CONSTRUCT A 9,600 SQ. FT. BUILDING TO BE USED FOR STORAGE ON PROPERTY DESCRIBED AS LOTS 1, 2, AND 3, BLOCK 61, MALONEY SUBDIVISION, STOCK ISLAND, SECTION 35, TOWNSHIP 67 SOUTH, RANGE 25 EAST, STOCK ISLAND, MONROE COUNTY, FLORIDA, APPROXIMATE MILE MARKER 5. THE LAND USE DESIGNATION IS MIXED USE AND THE REAL ESTATE NUMBER IS 0127420-000100.

WHEREAS, Scott Oropeza is the owner of real property described as Lots 1, 2, and 3, Block 61, Stock Island, Monroe County, Florida and having real estate number 0127420-000100 ; and

WHEREAS, Scott Oropeza applied for a minor conditional use approval to construct a 9,600 sq. ft. building to be used for storage on the above-described property; and

WHEREAS, the above-described property is located in the Mixed Use land use district; and

WHEREAS, on July 9, 1996, the Development Review Committee of Monroe County, Florida, in accordance with the provisions of Sections 9.5-24 and 9.5-68 of the Monroe County Land Development Regulations, met to review the request of Scott Oropeza; and

WHEREAS, the Development Review Committee reviewed the following documents relevant to Scott Oropeza's request:

1. Application for Development Approval filed by Scott Oropeza, including a sealed site plan drawn by Gonzalez Architects and dated April 10, 1996, a survey prepared by Frederick H. Hildebrandt on November 3, 1995, drainage plans and calculations prepared by Frederick H. Hildebrandt on April 10, 1996, and a Level 1 traffic study prepared by Kimley-Horn and Associates, Inc.; and

2. Staff report submitted by Jill Jernigan, Monroe County Development Review Planner and Dianna Stevenson, Monroe County Biologist dated June 24, 1996 to the Development Review Committee recommending approval with conditions; and
3. Coordination letters from the following agencies:
 - a) City Electric System dated May 24, 1996;
 - b) Florida Department of State, Division of Historic Resources dated May 28, 1996;
 - c) Florida Keys Aqueduct Authority dated May 16, 1996;
 - d) Florida Department of Health and Rehabilitative Services dated May 17, 1996;
 - e) Monroe County Recycling Department dated May 23, 1996;
 - f) Monroe County Fire Marshall dated May 14, 1996; and

WHEREAS, based on the information and documentary evidence submitted, the Development Review Committee made the following findings of fact and conclusions of law:

1. Based on the drainage plans submitted by the applicant, it appears that all stormwater will be retained on site. However, until the drainage calculations are reviewed by the County Engineer, compliance cannot be determined; and
2. The applicant did not submit a written explanation of how construction debris is to be stored and removed from the project site. Therefore, the proposal is not in compliance with Sec. 8-85 of the Monroe County Code; and
3. It is the policy of Monroe County to not issue new permits for nonresidential development until Policies 101.3.5 and 101.5.5 of the Year 2010 Comprehensive Plan are implemented unless the development is federally tax exempt or is vested pursuant to Policy 101.18.2 of the Year 2010 Comprehensive Plan. Based on the fact that the proposed development is nonresidential in nature, has not received a determination of vested rights and is not federally tax exempt, we find that the applicant is subject to the provisions of Policy 101.5.5. Therefore, we conclude that once Policies 101.3.5 and 101.5.5 are implemented, the proposed development will be subject to the nonresidential rate of growth ordinance.

WHEREAS, the Development Review Committee, based on its findings of fact, recommended that the Planning Director grant minor conditional use approval to Scott Oropeza with conditions; and

WHEREAS, the Planning Director has duly considered the recommendation of the Development Review Committee and the information and documentary evidence submitted; and

WHEREAS, the Planning Director supports the recommendation of the Development Review Committee to approve with conditions the minor conditional use application submitted by Scott Oropeza; and


WHEREAS, the record established, the testimonies offered, and the evidence submitted support the findings of fact adopted by the Development Review Committee; NOW THEREFORE,

BE IT RESOLVED BY THE PLANNING DIRECTOR OF MONROE COUNTY, FLORIDA, that:

The application for a minor conditional use approval submitted by Scott Oropeza for a 9,600 sq. ft. building to be used for storage, located on property described as Lots 1, 2, and 3, Block 61, Stock Island, Section 35, Township 67 South, Range 25 East, Tallahassee Meridian, Stock Island, Monroe County, Florida is hereby APPROVED, with the following conditions:

- 1) Prior to the issuance of a building permit, the final plans shall be reviewed by the County Engineer for compliance with Sec. 9.5-293, Surface Water Management.
- 2) Prior to the issuance of a building permit, the applicant shall provide the Building Department with a written explanation of how construction debris is to be stored and removed from the site.
- 5) Prior to the issuance of a building permit, the applicant shall either gain an allocation in the nonresidential permit allocation system or receive a determination of vested rights.


Date: 7/23/96



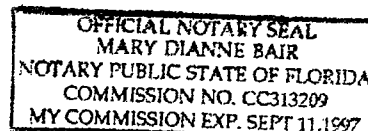
Timothy J. McGarry, AICP
Director of Planning

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State of Florida and in the County of Monroe, to take acknowledgments, personally appeared Timothy J. McGarry, known to me to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 23 day of July, 1996



NOTARY PUBLIC, STATE OF FLORIDA



page 3

NOTICE

Section 9.5-72.(a) of Monroe County Code states that a conditional use permit shall not be transferred to a successive owner without notification to the Development Review Coordinator within five (5) days of the transfer.

Under the authority of Section 9.5-72(a) of the Monroe County Land Development Regulations, this development order shall become null and void, with no further notice required by the County, unless a complete building permit application for site preparation and building construction with revised plans as required herein is submitted to the Monroe County Building Official within six (6) months of the expiration of the Department of Community Affairs appeal period or the date when the Department of Community Affairs waives its appeal and all required certificates of occupancy are procured within three (3) years of the date this development order is approved by the Planning Director.

If this development order is appealed under the Monroe County code or by the Department of Community Affairs, the above time limits shall be tolled until the appeals are resolved.

This instrument shall not take effect for thirty (30) working days following the date of memorialization thereof, and during that time permit shall be subject to appeal as provided in Section 9.5-521 of the Monroe County land development regulations. An appeal shall stay the effectiveness of this instrument until resolved.

In addition, please be advised that pursuant to Chapter 9J-1, Florida Administrative Code, this instrument shall not take effect for forty five (45) days following the rendition to the Florida Department of Community Affairs. During that forty-five days, the Florida Department of Community Affairs may appeal this instrument to the Florida Land and Water Adjudicatory Commission, and that such an appeal stays the effectiveness of this instrument until the appeal is resolved by agreement or order.

The implementation of the Monroe County Year 2010 Comprehensive Plan may affect the ability of the applicant to fulfill the provisions of this development order.

MONROE COUNTY
OFFICIAL RECORDS

RESOLUTION NO. P52-97

A RESOLUTION BY THE MONROE COUNTY PLANNING COMMISSION APPROVING WITH CONDITIONS THE REQUEST OF DOUGLAS WALKER, FOR AN AMENDMENT TO A MAJOR CONDITIONAL USE TO CONSTRUCT TWENTY-TWO (22) ATTACHED DWELLING UNITS (2-LEVEL, 2BR CONDOMINIUM UNITS AT 1,480 S.F. EACH); ONE (1) SWIMMING POOL; A 372 S.F. POOL HOUSE & OFFICE; A 120 S.F. OBSERVATION GAZEBO WITH AN ASSOCIATED WALKWAY; A 22,000 S.F. BOAT STORAGE BUILDING; A 2,485 S.F. ADDITION TO THE EXISTING SAILFISH RESTAURANT; AND RENOVATIONS TO THE BAIT SHOP, THE DOCK MASTER'S OFFICE AND THE FUEL TANKS ON PROPERTY DESCRIBED AS LOTS 1, 2, AND 3, BLOCK 60, AND PART OF LOTS 1 AND 2, BLOCK 61, MALONEY SUBDIVISION, STOCK ISLAND, MONROE COUNTY, FLORIDA, MILE MARKER 5. THE LAND USE DESIGNATION IS MIXED USE (MU) AND THE REAL ESTATE NUMBER IS 00127420.

Doc# 1962037
BK# 2663 Pg# 1972

WHEREAS, during a regular meeting held on July 10, 1997, the Monroe County Planning Commission conducted a public hearing on the request filed by Douglas Walker for an amendment to a major conditional use to Oceanside Marina; and

WHEREAS, the proposed development is located on property legally described as lots 1, 2, and 3, Block 60, and part of lots 1 and 2, Block 61, Maloney Subdivision, Stock Island, Monroe County, Florida; and

WHEREAS, the above-described property is located in the Mixed Use (MU) land use district; and

WHEREAS, the Planning Commission was presented with the following evidence, which by reference is hereby incorporated as a part of the record of said hearing:

1. The Major Conditional Use Permit Application received by Monroe County Planning Department on February 3, 1997 including a site plan dated January 24, 1997, a survey dated January 30, 1997, elevation drawings dated January 24, 1997, a revised level 3 traffic study dated June 6, 1997, a revised site plan dated July 3, 1997; and
2. The staff report prepared by Edward Koconis, Development Review Planner and Ralph Gouldy, Environmental Planner dated June 12, 1997; and

3. The amendment to the staff report prepared by Edward Koconis, Development Review Planner and Ralph Gouldy, Environmental Planner dated June 26, 1997; and
4. The sworn testimony of the Growth Management Staff; and
5. The presentation by Jose Gonzalez of Gonzalez Architects, agent for the applicant; and

WHEREAS, the Planning Commission has made the following Findings of Facts and Conclusions of Law based on the evidence presented:

1. Based on the site plan, we find that the applicant is proposing an increase in the commercial floor area developed on the site. Therefore, we conclude that the proposed commercial development is subject to Objective 101.3 of the Year 2010 Comprehensive Plan and must receive allocations in the non-residential permit allocation system or receive a determination of vested rights; and
2. Based on the application, we find that 22 residential units are being proposed. Therefore, we conclude that the residential units are subject to the provisions of sections 9.5-120 through 124, the Rate of Growth Ordinance (ROGO) which requires that the dwelling units be granted allocations prior to building permits being issued; and
3. Based on the site plan, the applicant is proposing 22 dwelling units which is the maximum net density permitted on the site pursuant to Section 9.5-262 of the Monroe County Code. Therefore, we conclude that 18.31 Transferable Development Rights (TDRs) are needed in order to construct the proposed development; and
4. Based on the application, the applicant is requesting a waiver of the shoreline setback to add a second floor and verandas to the existing tackle shop and dock master office which are located within the shoreline setback. We conclude that there is not sufficient justification to waive the setback to add the second floors. However, a waiver of the shoreline setback is justified for renovations only due to the existence of these structures within the shoreline setback, the fact that renovations to the buildings will not increase the impermeable area within the setback and the fact that measures will be taken to channel runoff away from the waterbody; and
5. Based on the revised site plan, the residential structures and restaurant conform to the height limit of 35'. While acceptable structure heights have been submitted in the form of a letter, heights of all structures must be included on revised plans. Therefore, we conclude that the project is not in compliance with Section 9.5-283; and

6. Based on a meeting with the applicant, the applicant has stated that no more than 205 boats will be in dry slips, however, the number of dry slips in these buildings has not been indicated on the plans. Therefore, we conclude that the project is in compliance with Section 9.5-351 as long as the entire site has no more than 205 boats stored in dry slips; and
7. Based on the application, we find that the required stormwater management plan, including the calculations, has not been submitted. Therefore, we conclude that until the County Engineer approves the plan, the project is not in compliance with Section 9.5-293; and
8. Based on the community impact report, we find that the applicant has proposed to abandon the existing sewage treatment plant and replace it with a package sewage system. The applicant has initiated coordination with the Florida Department of Environmental Protection (DEP) but has not received a DEP permit. Therefore, we conclude that compliance cannot be determined with Section 9.5-294 until an approved application from DEP is submitted; and
9. Based on the boundary survey, elevation plans, and the revised site plan, we find that the lowest supporting beam of two (2) structures (condominium buildings) located in a VE (high-hazard area) zone is not elevated to the proper height. Therefore, we conclude that the project is not in compliance with Section 9.5-317; **NOW THEREFORE,**

BE IT RESOLVED BY THE PLANNING COMMISSION OF MONROE COUNTY, FLORIDA, that the preceding Findings of Fact and Conclusions of Law, support their decision to APPROVE the Major Conditional Use request of Douglas Walker for Oceanside Marina with the following conditions:

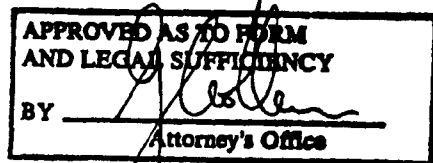
1. If vesting is not granted the project shall be subject to the existing commercial moratorium.
2. 18.31 TDRs shall be approved as a minor conditional use prior to the submission of a building permit for the construction of the four (4) condominium buildings.
3. Plans indicating the heights of all structures with points of reference shall be submitted to the Planning Department prior to approval of the Planning Commission Resolution.
4. Boat storage shall be limited to 205 dry slips.
5. The stormwater management plan and calculations shall be submitted and approved by the County Engineer prior to the issuance of a Building Permit.

6. Plans indicating finished floor elevations of all structures shall be submitted to the Planning Department and all structures shall conform to the Flood Management Criteria of Section 9.5-317 prior to approval of the Planning Commission Resolution.
7. A waiver is granted for renovations to the tackle shop, dock master's office and fuel tank structure provided that the roofs have gutters installed to channel runoff away from the water in accordance with the stormwater management plan. No waiver is granted for second floor additions to any building within the shoreline setback.
8. A permit from Department of Environmental Protection for the proposed package sewage system shall be submitted to the Planning Department prior to the issuance of a Building Permit.
9. All residential units are subject to the Residential Rate of Growth Ordinance.

PASSED AND ADOPTED by the Planning Commission of Monroe County, Florida, at a regular meeting held on the 10th day of July, 1997.

Chair Hansley
Vice-Chair Nugent
Commissioner Chaplin
Commissioner Mannillo
Commissioner Gorsuch

Y
Y
Y
Y
Y



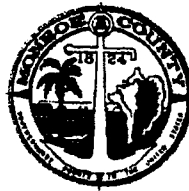
PLANNING COMMISSION OF
MONROE COUNTY, FLORIDA

BY Billy Gorsuch
Billy Gorsuch, Chair

Signed this 18th day of AUGUST, 1999.

MONROE COUNTY
OFFICIAL RECORDS

Doc# 1652965
Bk# 2308 Pg# 801



Doc# 1962037
Bk# 2663 Pg# 1976

X

PLANNING COMMISSION RESOLUTION NO. P21-07

A RESOLUTION BY THE MONROE COUNTY PLANNING COMMISSION APPROVING THE REQUEST BY KINGS POINTE MARINA, LLC, FOR AN AMENDMENT TO A MAJOR CONDITIONAL USE PERMIT; REMOVING AN EXISTING MAINTENANCE, SALES OFFICE & TACKLE SHOP (2,870 FT²), BATH HOUSE (1,232 FT²), WAREHOUSE (9,600 FT²), DOCK MASTER BUILDING (660 FT²), AND DRY BOAT STORAGE BUILDING (30,090 FT²); CONSTRUCTING THIRTY - TWO (32) NEW, ATTACHED MARKET RATE UNITS FOR VACATION RENTAL USE; ADDING TWO (2) NEW BOAT BARNs (53,040 FT²), EIGHT (8) WET SLIPS, A RETAIL SHOP/ DOCK MASTERS OFFICE AND BAIT HOUSE INCLUDING SHOWER FACILITIES (2,625 FT²) INTENDED FOR USE BY WET SLIP OWNERS; CONSTRUCTING AN OUTDOOR BAR ADDITION (735 FT²), FLOOD PROOF STORAGE (2,160 FT²) UNDER THE EXISTING FORMER RESTAURANT BUILDING ; PROVIDING FOR A GATED ENTRANCE; PROVIDING FOR CONDITIONS; ALL ON PROPERTY LEGALLY DESCRIBED AS LOTS 1,2, 3 & ADJ BAY BOTTOM, SQUARE 60; PART LOTS 1,2,3 & ADJ BAY BOTTOM, SQUARE 61 PART MALONEY AVE VACATED & FILLED BAY BOTTOM ADJACENT TO MALONEY AVE, & PART ADJ PARCEL; UNIT J-4, J-6, J-9, J-11, J-12, & 5/52% COMMON ELEMENTS OCEANSIDE EAST DRY STORAGE CONDOMINIUM, STOCK ISLAND, MONROE COUNTY, FLORIDA HAVING REAL ESTATE NUMBERS 00127420.000601 THROUGH 00127420.000675, 00127440.000100 THROUGH 00127440.002500, 00127420.000000, 00127420.000100 AND 00127430.000101 THROUGH 00127430.000211, AT APPROXIMATE MILE MARKER 5.

WHEREAS, during a regularly scheduled public meeting held on April 11, 2007, the Monroe County Planning Commission conducted a review and consideration of the request filed

by Kings Pointe Marina LLC for an amendment to a major conditional use permit pursuant to Monroe County Code (MCC) §9.5-69; and

WHEREAS, the Applicant's predecessor in interest obtained a conditional use permit for this property pursuant to Planning Commission Resolution P52-97 signed August 18, 1999 for the construction of twenty-two (22) attached permanent market rate dwelling units; one (1) swimming pool; a 372 ft² pool house; a 120 ft² observation gazebo; a 22,000 ft² boat storage building; a 435 ft² addition to an existing 225 ft² dock master's office; a 1,670 ft² addition to an existing tackle shop and a 2,485 ft² addition to an existing restaurant; and

WHEREAS, the Applicant is proposing to amend the Conditional Use in order to REMOVE an existing maintenance, sales office & tackle shop (2,870 ft²), bath house (1,232 ft²), warehouse (9,600 ft²), dock master building (660 ft²), and dry boat storage building (30,090 ft²); and CONSTRUCT thirty - two (32) new, attached market rate units for vacation rental use; add two (2) new boat barns (53,040 ft²), Eight (8) Wet slips, a retail/ dock masters office and bait house including shower facilities (2,625 ft²) intended for use by wet slip owners; an outdoor bar addition (735 ft²); flood proof a storage area (2,160 ft²) under the existing vacant restaurant building, privatize a new operational restaurant and provide a gated entrance; and

WHEREAS, the subject property is located at 5970 Peninsular Avenue, Stock Island; and

WHEREAS, the above described property is located in the Mixed Use (MU) land use district and has the corresponding Mixed Use/Commercial (MC) future land use map designation; and

WHEREAS, the item was heard at a regularly scheduled meeting of the Development Review Committee on March 19, 2007; and

WHEREAS, the Planning Commission was presented with the following evidence, which by reference is hereby incorporated as part of the record of said hearing:

- 1) The Application for an Amendment to a Major Conditional Use received by the Monroe County Planning and Environmental Resources Department, including the plans and surveys listed in attachment A;
- 2) The staff report prepared by Julianne Thomas, Planner dated April 2, 2007, with attachments, said attachments including a Chapter 380 Agreement between Overseas Redevelopment Company, Monroe County and the Florida Department of Community Affairs, and a Memorandum dated March 10, 2007, to Andrew Trivette, Acting Director of Growth Management from the County Attorney;
- 3) The sworn testimony of the Growth Management Division Staff;
- 4) The sworn testimony of the Applicant and Applicant's witnesses;
- 5) Sworn testimony by the public;
- 6) Exhibits provided by the Applicant; and

WHEREAS, the Planning Commission heard argument and explanation from Tim Koenig, attorney for the Applicant; and

WHEREAS, advice and counsel were provided by Susan Grimsley, Assistant County Attorney and by John Wolfe, Attorney for the Planning Commission; and

WHEREAS, MCC § 9.5-65 provides the standards which are applicable to all conditional use permits which are as follows:

Sec. 9.5-65. Standards applicable to all conditional uses.

When considering applications for a conditional use permit, the director of planning and the planning commission shall consider the extent to which:


- (a) The conditional use is consistent with the purposes, goals, objectives and standards of the plan and this chapter;
- (b) The conditional use is consistent with the community character of the immediate vicinity of the parcel proposed for development;
- (c) The design of the proposed development minimizes adverse effects, including visual impacts, or the proposed use on adjacent properties;
- (d) The proposed use will have an adverse effect on the value of surrounding properties;
- (e) The adequacy of public facilities and services, including but not limited to roadways, park facilities, police and fire protection, hospital and Medicare services, disaster preparedness program, drainage systems, refuse disposal, water and sewers, judged according to standards from and specifically modified by the public facilities capital improvements adopted in the annual report required by this chapter;
- (f) The applicant for conditional use approval has the financial and technical capacity to complete the development as proposed and has made adequate legal provision to guarantee the provision and development of any open space and other improvements associated with the proposed development;
- (g) The development will adversely affect a known archaeological, historical or cultural resource;
- (h) Public access to public beaches and other waterfront areas is preserved as a part of the proposed development; and
- (i) The proposed use complies with all additional standards imposed on it by the particular provision of this chapter authorizing such use and by all other applicable requirements of the Monroe County Code.

WHEREAS, the Planning Commission has determined that the application meets the standards required in MCC § 9.5-65 by the design submitted and by the assignment of the conditions of this resolution; and

WHEREAS, the Staff report recommends that any new development on the Kings Pointe site incorporate appropriate noise reduction and protection methods.

WHEREAS, after consideration of the testimony and evidence presented, the Planning Commission makes the following findings of Fact and Conclusions of Law:

1. The 32 ROGO units, including development rights, may be transferred according to the terms of the 380 Agreement from Overseas Redevelopment Company, LLC to the Kings Pointe project according to the terms of that Agreement, which allows transfer after a building permit is issued for the Affordable Units to be built at Overseas Trailer Park. This transfer will provide compliance for MCC §9.5-120 and §9.5-265.
2. Vacation Rental Use is allowed because it is not specifically prohibited as it is in other provisions of the MU zoning regulations, it can be regulated as part of this conditional use process, and is therefore allowed pursuant to other terms and conditions as set forth in the MCC governing vacation rentals. This finding brings the project into compliance with MCC §9.5-248.
3. The project is in compliance with Minimum Yards (MCC §9.5-281) as a variance request was approved to reduce the front yard setback from twenty-five (25) feet to twenty (20) feet for 260 feet of the frontage along Peninsular Avenue as stated in Planning Commission Resolution P19-07.
4. The project is in compliance with Parking Standards (MCC §9.5-352) because a variance request was approved reducing the number of off-street parking spaces from 322 spaces to 272 spaces and approving this request as stated in Planning Commission Resolution P20-07 .
5. Pursuant to MCC §9.5-354, the property is required to have two (2) 11' x 55' loading and unloading zones.
6. Affordable housing criteria pursuant to MCC §9.5-266 are met by the terms of the 380 Agreement requiring 49 units of Affordable Employee Housing to be built at property commonly known as the Overseas Trailer Park, legally described as Lots 1-20, Maloney Subdivision, Stock Island, Monroe County, Florida, having Real Estate Numbers: 00125350.000000 and 00125360.000100, according to the terms of the Agreement, overriding any phasing requirements or simultaneous building at any location including Kings Pointe for purposes of this application..
7. The conditional use does not violate the Interim Development Ordinance concerning working waterfronts because there is no further limitation on use by the public and therefore does not diminish public access nor result in the loss of working waterfront. The restaurant has not been functional for several years, the boat ramp will be accessible by the public, there will be some boat and trailer parking, gating will be done for security after work hours, and repair work may be done on site by mobile repair services.
8. Compliance with the following standards imposed on this conditional use application by the Land Development Regulations pursuant to MCC §9.5-65(i) will be determined by the Building Department upon submittal for a building permit to the Building Department:

- 
- 1) Floodplain Management (MCC §§9.5-316 & 317) ;
 - 2) Outdoor lighting (MCC §§9.5-391 - 393);
 - 3) Handicap Accessibility (Chapter 11, Florida Building Code);
 - 4) Air Installation Compatible Use Zone (AICUZ) Building Requirements required by the AICUZ applicable at the time of the major conditional use application.

NOW THEREFORE, BE IT RESOLVED BY THE PLANNING COMMISSION OF MONROE COUNTY, FLORIDA;

Section 1. The request by Kings Pointe Marina LLC for an amendment to a major conditional use permit for the following is APPROVED subject to the conditions in Section 2:

1. Removal of an existing maintenance, sales office & tackle shop (2,870 ft²), bath house (1,232 ft²), warehouse (9,600 ft²), dock master building (660 ft²), and dry boat storage building (30,090 ft²).

2. Construction of thirty – two (32) new, attached market rate units for vacation rental use; addition of two (2) new boat barns (53,040 ft²), Eight (8) Wet slips, a retail shop/ dock masters office and bait house including shower facilities (2,625 ft²) intended for use by wet slip owners; an outdoor bar addition (735 ft²), flood proof storage (2,160 ft²) under the existing restaurant and a gated entrance.

Section 2. The Approval is SUBJECT TO THE FOLLOWING CONDITIONS:

1. If the site is gated, the following conditions shall be met:
 - a. The gate shall be open, at a minimum, one (1) hour prior to sunrise and stay open until (1) hour past sunset to provide for public access;
 - b. There shall be a number posted on the outside of the gate providing a number to call if the gate is not open;
 - c. The gate shall comply with all standards and requirements of the Fire Marshal and other public safety interests;
2. Prior to issuance of a building permit, a signed and sealed site plan resolving the following issues is required:
 - d. The site plan shall show the two (2) 11' X 55' loading and unloading spaces for the nonresidential uses;
 - e. The site plan shall conform to the decisions of the Planning Commission with regard to the parking and front yard variances as determined in P19-07 and P20-07;
 - f. The following requests of the County's traffic engineer shall be met: to show the design maneuverability through the site and at the project driveway and to show clear site visibility details at the access driveways;

9. The 32 sender units shall not be eligible for transfer until ORC has been issued a building permit for the redevelopment of the property; and
10. Prior to a certificate of occupancy, ORC shall comply in all respects with the definition of "affordable housing" and "employee housing" in the Monroe County Code and shall additionally require each unit purchaser or occupant to be a member of the Monroe County workforce, i.e. to be gainfully employed, full time in Monroe County at the time of purchase or occupancy and to remain so employed for not less than five (5) years thereafter.

WHEREAS, condition three (3) has been partially satisfied by submittal of a letter of coordination from Key West Resort Utilities (KWRU) dated October 4, 2006 indicating that the site in question does at this time have the capacity to treat sewage generated from forty-three (43) residential units. The letter indicates that KWRU will guarantee the capacity for a period of one (1) year from the date of the letter. Additional coordination shall be conducted to demonstrate capacity for the remaining six (6) units once those are ready to be constructed on the property; and

WHEREAS, condition four (4) has been partially satisfied by submittal of a letter of coordination from the South Florida Water Management District dated November 8, 2006 indicating that the project will require a General Environmental Resource Permit, this permit shall be allocated prior to building permit approval, or a letter from the South Florida Water Management District stating that a notice of "no permit required" is given for the proposed development; and

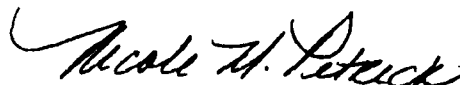
WHEREAS, condition five (5) has been partially satisfied by submittal of a letter of coordination from the Monroe County Fire Marshal dated July 18, 2005 stating that fire protection plans indicating improvements to water supply via fire hydrant, for plan review, shall be submitted prior to issuance of a building permit; and

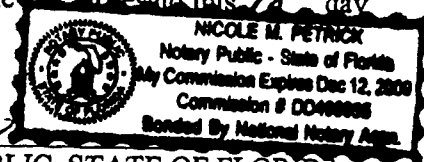
Date 4/18/07


Aref Joulani,
Senior Director of Planning & Environmental Resources

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, personally appeared Aref Joulani, to me known to be the person described in and who executed the foregoing instrument and she acknowledged before me the she executed the same.

WITNESS my hand and official seal in the County and State aforesaid this 18th day of April, 2007.





NOTARY PUBLIC, STATE OF FLORIDA

- g. A building permit for dwelling units at the Overseas Trailer Park pursuant to the ORC 380 agreement shall be obtained and provided to the Sr. Director of Planning & Environmental Resources before the issuance of building permits for the residential units may be permitted at Kings Pointe;
- h. The proposed western access drive and curb cuts shall receive approval from the County Engineer;
- i. Compliance by the following agencies and corresponding Sections of Code:
 - i. County Engineer shall determine compliance with MCC § 9.5-293;
 - ii. The Florida Department of Health and the Key West Resort Utility (KWRU) shall determine compliance with § 9.5-294;
 - iii. Fire Marshal shall determine compliance with §9.5-69;
- j. Boat Storage Buildings are limited to storage of boats;
- k. The portion of boat barn floor area that does not exceed 50% of the site's net buildable area is not governed by NROGO and shall not be eligible for offsite transfer if the boat barn is demolished or removed at a future date unless the floor area meets the criteria of a sender site pursuant to MCC §9.5-124.3(a)(10)a.;
- l. The flood plain management standards shall be met;
- m. The site plan shall demonstrate that the energy and conservation standards have been met including showing where bicycle racks and scooter spaces will be placed on site;
- n. The outdoor lighting and applicable AICUZ standards in effect at the time of the application for major conditional use shall be met.

3. Prior to the issuance of any C.O., the marina pump out facility shall be upgraded to comply with current standards.

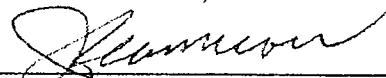
4. The applicant shall provide a water quality monitoring system for the adjacent water body for a period of five (5) years after the completion of the development per MCC § 9.5-349.

PASSED AND ADOPTED by the Planning Commission of Monroe County, Florida, at a regularly meeting held on the 11th day of April, 2007.

Chair Cameron Yes
Vice Chair Wall Yes
Commissioner Cates-Deal Yes
Commissioner Popham No
Commissioner Windle Absent

PLANNING COMMISSION OF
MONROE COUNTY, FLORIDA

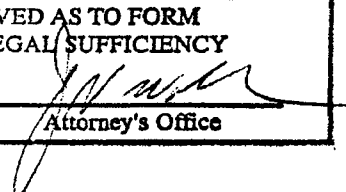
BY


James D. Cameron, Chair

Signed this 9TH day of May, 2007

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

BY


Attorney's Office



Attachment A: PLANS REVIEWED

1. Boundary survey by R.E. Reese, dated 2-23-07, revised 3-12-07, received 3-12-07
2. Site plan by WLW/LBR, Sheet S-1, dated 8/21/2006, revised 1-26-07, received 1-31-07, signed & sealed 1-26-07
3. Townhomes Site plan by WLW/LBR, Sheet S-2, dated 8/21/2006, revised 1-26-07 received 1-31-07, signed & sealed 1-26-07
4. Townhomes Site plan by WLW/LBR, Sheet S-3, dated 8/21/2006, revised 1-26-07 received 1-31-07, signed & sealed 1-26-07
5. Building H, Peninsular Townhouses, 16 units, Sheet A-2, Typical Pod Plans, by Peter M. Pike dated 1-24-07
6. Building H, Peninsular Townhouses, 16 units, Sheet A-3, Partial Elevations, by Peter M. Pike dated 1-24-07
7. Building "C" Cove Side South 4 Units, No Sheet Number, by Peter M. Pike dated 1-24-07
8. Building "C" Cove Side East, 4 Units, No Sheet Number, by Peter M. Pike dated 1-24-07
9. Building M, Marina Townhouses, 8 units, No Sheet Number, by Peter M. Pike dated 1-24-07
10. Sailfish Club, Ground Foundation Plan, Sheet A-2, by Peter M. Pike dated 1-22-07
11. Sailfish Club, Electrical Plan, Sheet E-1, by Peter M. Pike dated 1-22-07
12. Barn "A" Floor Plan, Sheet A-2, by Peter M. Pike dated 10-14-06
13. Barn "B" Floor Plan, Sheet A-3, by Peter M. Pike dated 10-14-06
14. Office Floor Plan, Sheet A-4, by Peter M. Pike dated 10-14-06
15. Office Floor Plan, Sheet A-5, by Peter M. Pike dated 10-14-06
16. Office Elevation, Sheet A-6, by Peter M. Pike dated 10-14-06
17. Elevations, Boat Barn A, Sheet A-7, by Peter M. Pike dated 10-14-06
18. Elevations, Boat Barn B, Sheet A-8, by Peter M. Pike dated 10-14-06
19. Entry Site Plan, Sheet S-4, by WLW/LBR, dated 8/21/2006, revised 1-26-07, received 1-31-07
20. Entry Elevation, Sheet S-5, by WLW/LBR, dated 8/21/2006, revised 1-26-07, received 1-31-07
21. Landscape Plan, Sheet L-1, by WLW/LBR, dated 8/21/2006, revised 1-26-07, received 1-31-07

MONROE COUNTY
OFFICIAL RECORDS

Doc# 1647057 06/08/2007 11:00AM
Filed & Recorded in Official Records of
MONROE COUNTY DANNY L. KOLHAGE

Doc# 1647
Bk# 2300 Pg# 700



Doc# 1962037
Bk# 2663 Pg# 1984

AS

**MONROE COUNTY, FLORIDA
AMENDMENT TO A MINOR CONDITIONAL USE
DEVELOPMENT ORDER # 02-07**

A DEVELOPMENT ORDER APPROVING THE REQUEST BY OVERSEAS REDEVELOPMENT COMPANY, LLC FOR AN AMENDMENT TO A MINOR CONDITIONAL USE FOR THE REDEVELOPMENT OF A SIXTY-THREE (63) UNIT MOBILE HOME PARK INTO FORTY-NINE (49) ATTACHED AND DETACHED AFFORDABLE UNITS AND TO ESTABLISH 32 MARKET RATE UNITS ELIGIBLE FOR TRANSFER. THE PROPERTY IS LEGALLY DESCRIBED AS LOTS 1-20, MALONEY SUBDIVISION, STOCK ISLAND, MONROE COUNTY, FLORIDA, HAVING REAL ESTATE NUMBERS: 00125350.000000 AND 00125360.000100.

WHEREAS, during a regularly scheduled meeting held on March 6, 2007, the Development Review Committee (DRC) of Monroe County, Florida, conducted a review and consideration of the request by Overseas Redevelopment Company (ORC) LLC., for an amendment to a minor conditional use pursuant to Sections 9.5-24 and 9.6-68 of the Monroe County Code; and

WHEREAS, the subject property is located at 5302 MacDonald Ave, Stock Island, at approximate mile marker 5 and is legally described as Lots 1-20, Maloney Subdivision, Stock Island, Monroe County, Florida, having Real Estate Numbers: 00125350.000000 and 00125360.000100; and

WHEREAS, the Development Review Committee reviewed the following documents and other information relevant to the request:

1. Application for and amendment to a minor conditional use approval of (49) attached and detached employee housing units, which included all documents required; and
2. Staff Report prepared by Heaven Lashley, Monroe County Planner, and Ralph Gouldy Sr. Director of Planning and Environmental Resources dated February 23, 2007; and
3. Monroe County Property Record Card; and

4. Monroe County Land Use District Map and Monroe County Future Land Use Map; and
5. Conceptual Drainage Plan (C-1) by Perez Engineering & Development Inc, received February 14, 2007; and
6. Site Plan (S1) by Thomas E. Pope, PA, signed and sealed dated 7/8/06, revised 2/12/07; and
7. Sworn Testimony of the Growth Management Staff; and

WHEREAS, on May 3, 2006 Monroe County, the Department of Community Affairs (DCA), and ORC entered into an agreement pursuant to Section 380.023(3) of the Florida Statutes; and

WHEREAS, per this agreement, the parties agreed that ORC had 63 ROGO units allocated to the property; and

WHEREAS, per this agreement, ORC exchanged with Monroe County thirty one (31) market rate ROGO units for thirty one (31) affordable housing units; in addition Monroe County allocated eighteen (18) affordable ROGO units to redevelop the property into a 49 unit workforce housing community; and

WHEREAS, on July 19, 2006 the Monroe County Board of County Commissioners adopted Resolution Number 273-2006, granting the aforementioned forty nine (49) affordable ROGO allocations to ORC; and

WHEREAS, per the agreement, the remaining 32 market rate ROGO units retained by ORC shall be entitled for transfer at such time ORC has been issued a building permit for the redevelopment of the property; and

WHEREAS, the Applicant is seeking development approval to convert sixty-three (63) mobile home sites to forty-nine (49) attached and detached employee housing units, pursuant to the 380 agreement mentioned above; and

WHEREAS, the redevelopment proposal includes forty nine (49) attached and detached employee housing units, as well as the establishment of the subject property as a sender site for the transfer of thirty two (32) Transfer of ROGO Exemptions (TREs); and

WHEREAS, the property is located in an Urban Residential (UR) Land Use District and has a Future Land Use Map designation of Residential High (RH); and

WHEREAS, pursuant to Section 9.5-233 of the Monroe County Code, in the UR District, the redevelopment requires conditional use approval by the Monroe County Development Review Committee; and

WHEREAS, based upon the information and documentation submitted, the Development Review Committee found:

1. Section 9.5-65 of the Monroe County Code provides the standards which are applicable to all conditional uses. When considering applications for a conditional use permit, the Development Review Committee shall consider the extent to which:
 - (a) The conditional use is consistent with the purposes, goals, objectives and standards of the Monroe County Year 2010 Comprehensive Plan and Monroe County Code; and
 - (b) The conditional use is consistent with the community character of the immediate vicinity of the parcel proposed for development; and
 - (c) The design of the proposed development minimizes adverse effects, including visual impacts, or the proposed use on adjacent properties; and
 - (d) The proposed use will have an adverse effect on the value of surrounding properties; and
 - (e) The adequacy of public facilities and services, including but not limited to roadways, park facilities, police and fire protection, hospital and Medicare services, disaster preparedness program, drainage systems, refuse disposal, water and sewers, judged according to standards from and specifically modified by the public facilities capital improvements adopted in the annual report required by the Monroe County Code; and
 - (f) The Applicant for conditional use approval has the financial and technical capacity to complete the development as proposed and has made adequate legal provision to guarantee the provision and development of any open space and other improvements associated with the proposed development; and
 - (g) The development will adversely affect a known archaeological, historical or cultural resource; and
 - (h) Public access to public beaches and other waterfront areas is preserved as a part of the proposed development; and
 - (i) The proposed use complies with all additional standards imposed on it by the particular provision of this chapter authorizing such use and by all other applicable requirements of the Monroe County Code; and
2. Staff found that the Applicant has demonstrated that all of the required standards shall be met and recommended approval of the amendment to a minor conditional use application with conditions; and
3. The Monroe County Development Review Committee found that the Applicant has demonstrated that all of the required standards shall be met; and

WHEREAS, the Development Review Committee recommended approval with conditions of the application to the Director of Planning & Environmental Resources; and

WHEREAS, the Director of Planning & Environmental Resources has duly considered the recommendation of the Development Review Committee and the information and documentation submitted by the Applicant; and

WHEREAS, the applicant submitted a revised final site plan (ST1) on 4/13/07 by Thomas E. Pope, PA, signed and sealed dated 3/6/07; and

WHEREAS, the applicant submitted a final Landscape Plan (L1) on 4/13/07 by Thomas E. Pope, PA, signed and sealed dated 3/6/07; and

WHEREAS, the record established, the testimonies offered, and the evidence submitted, support the findings of fact adopted by the Development Review Committee; and

NOW THEREFORE, BE IT RESOLVED BY THE DIRECTOR OF PLANNING & ENVIRONMENTAL RESOURCES OF MONROE COUNTY, FLORIDA that the request by Overseas Redevelopment Company, LLC. for an amendment to a minor conditional use permit to redevelop the existing mobile home park by constructing forty nine (49) attached and detached employee housing units, as well as the establishment of the subject property as a sender site for thirty two (32) Transfer of ROGO Exemptions (TREs), at property legally described as Lots 1-20, Maloney Subdivision, Stock Island, Monroe County, Florida, having Real Estate Numbers 00125350.000000 & 00125360.000100, is hereby **APPROVED** with the following conditions:

1. Prior to a certificate of occupancy, permanent structures shall be placed at least ten (10) feet from any other permanent structure; and
2. Prior to a certificate of occupancy, no structures shall be permitted in the required buffer yards and set backs; and
3. Prior to the issuance of a building permit, a letter of coordination from Key West Resort Utilities (KWRU) shall be received indicating that the site in question does at this time have the capacity to treat sewage generated at this site; and
4. Prior to the issuance of a building permit, a letter of coordination and approval for either a General Environmental Resource Permit, or a notice of "no permit required" given for the proposed development shall be received from the South Florida Water Management District; and
5. Prior to the issuance of a building permit, approval from the Monroe County Fire Marshall shall be received by the building department; and
6. The 32 sender units shall be assigned the following unique identifier numbers; **A-0267 through A-0298**, to be used for tracking and monitoring by the Planning & Environmental Resources Department; and
7. The 32 sender units may not be transferred beyond the Lower Keys District boundaries unless and until the nutrient credit reduction system is officially dispensed as a result of official state action or judicial decree; and
8. The 32 sender units may not be transferred to a Tier I zoning district; or a special protection area requiring the clearing of natural habitat; or to a site if evaluated under ROGO would receive negative points under habitat protection, threatened or endangered species, or critical habitat;

REFERENCE: In the event that this development order constitutes an amendment, extension, variation, or alteration of a previous conditional use permit, that document may be referenced by the following: Deemer Clause 9.5-2 (c).

NOTICE

Section 9.5-72(a)(1) of the Monroe County Code states that a conditional use permit shall not be transferred to a successive owner without notification to the Development Review Coordinator within five (5) days of the transfer.

Under the authority of Section 9.5-72(a) of the Monroe County Code, this development order shall become null and void with no further notice required by the County, unless a complete building permit application for site preparation and building construction with revised plans as required herein is submitted to the Monroe County Building Official within six (6) months of the expiration of the Florida Department of Community Affairs appeal period or the date when the Florida Department of Community Affairs waives its appeal and all required certificates of occupancy are procured with two (2) years of the date of this development order is approved by the Director of Planning & Environmental Resources.

If this development order is appealed under Monroe County code or by the Florida Department of Community Affairs, the above time limits shall be tolled until the appeals are resolved.

This instrument shall not take effect for thirty (30) working days following the date of memorialization thereof, and during that time permit shall be subject to appeal as provided in Section 9.5-521(d) of the Monroe County Code. An appeal shall stay the effectiveness of this instrument until resolved.

In addition, please be advised that pursuant to Chapter 9J-1, Florida Administrative Code, this instrument shall not take effect for forty-five (45) days following the rendition of the Florida Department of Community Affairs. During those forty-five days, the Florida Department of Community Affairs may appeal this instrument to the Florida Land and Water Adjudicatory Commission, and that such an appeal stays the effectiveness of this instrument until the appeal is resolved by agreement or order.

**MONROE COUNTY
OFFICIAL RECORDS**

Prepared by and after recording, return to:

Steven M. Klein, Esq.
Stearns Weaver Miller Weissler Alhadeff
& Sitterson, P.A.
150 West Flagler Street, Suite 2200
Miami, FL 33130

Doc# 1858542 11/16/2011 3:50PM
Filed & Recorded in Official Records of
MONROE COUNTY DANNY L. KOLHAGE

Doc# 1858542
Bk# 2542 Pg# 952

ROGO TRANSFER AGREEMENT

THIS INDENTURE is made as of this 31st day of OCTOBER, 2011, between OVERSEAS REDEVELOPMENT COMPANY, LLC, a Florida limited liability company (hereinafter referred to as "Grantor"), with an address of 3158 Northside Drive, Key West, Florida 33040, in favor of ATLAS FL II SPE, LLC, a North Carolina limited liability company (hereinafter referred to as "Grantee"), with an address of 200 West Second Street, 3rd Floor - Legal, Winston-Salem, NC 27101 ("Grantor" and "Grantee" to include their respective heirs, successors, executors, administrators, legal representatives and assigns where the context requires or permits).

WITNESSETH:

Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration the receipt, adequacy and sufficiency of which are hereby acknowledged by Grantor, does hereby grant, bargain, sell, convey and confirm unto Grantee all of Grantor's right, title and interest in and to those certain thirty-two (32) Transfer of ROGO Exemptions which have been assigned identifier numbers A-0267 through A-0298 (the "ROGO's") issued in favor of Grantor by Monroe County, Florida (the "County") pursuant to that certain Monroe County, Florida, Amendment to a Minor Conditional Use Development Order #02-07 recorded on June 8, 2007 in Official Records Book 2300, Page 700 of the Public Records of Monroe County, Florida, as modified by Planning Commission Resolution No. P26-09 recorded on September 14, 2009 in Official Records Book 2431, Page 293 of Public Records of Monroe County, Florida, as may be further amended from time to time (collectively, the "Development Order"), together with Grantor's rights to transfer the ROGO's off-site, and all cash and non cash proceeds of any of the foregoing and all claims of Grantor with respect thereto and together with all right, title and interest of Grantor in and to any and all extensions and renewals of any of the foregoing (collectively, the "Property").

TO HAVE AND TO HOLD, with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in anywise appertaining to the only proper use, benefit and behoof of the said Grantee forever in FEE SIMPLE.

AND THE SAID Grantor will warrant and forever defend the right and title to the above-described Property unto the said Grantee against the lawful claims of all persons whomsoever.

Doc# 1962037
Bk# 2663 Pg# 1990

Doc# 1858542
Bk# 2542 Pg# 953

IN WITNESS WHEREOF, the Grantor has signed and sealed this Indenture as of the date first above written.

Signed, sealed and delivered in the presence of:

OVERSEAS REDEVELOPMENT COMPANY, LLC, a Florida limited liability company

By: H-Try, LLC, a Florida limited liability company, as its Manager

Witness:

Print Name:

Witness:

Print Name:

By:

Name:

Title:

(CORPORATE SEAL)

STATE OF FLORIDA)

COUNTY OF MONROE)

Doc# 1962037
Bk# 2663 Pg# 1991

The foregoing instrument was acknowledged before me this 31 day of October, 2011, by Scott Chapman, as Manager of **OVERSEAS REDEVELOPMENT COMPANY, LLC**, a Florida limited liability company, who is ☒ personally known to me or ☐ has produced _____ as identification.

(NOTARIAL SEAL)



Notary:

Print Name:

Notary Public

My Commission Expires:

Prepared by and Return To:

Mark S. Weinberg, Esquire
 GRAY ROBINSON, P.A.
 1221 Brickell Avenue - Suite 1600
 Miami, Florida 33131

Parcel ID Numbers: See Attached Exhibit A-1
 Grantee's EIN #: _____

Doc# 1927973 04/09/2013 11:38AM
 Filed & Recorded in Official Records of
 MONROE COUNTY RMY HEVILIN

04/09/2013 11:38AM
 DEED DOC STAMP CL: DS \$6,230.00

Doc# 1927973
 Bk# 2622 Pg# 896

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made this 21st day of March, 2013 between SPECIAL ACQUISITIONS III, INC., a Florida corporation (the "Grantor"), whose mailing address is 6435 Naples Blvd., Naples, FL 34109, and SUMMERLAND PALMS INVESTORS, LLC, a Florida limited liability company (the "Grantee"), whose mailing address is 1010 Kennedy Dr., Suite 302, Key West, FL 33040.

WITNESSETH

Doc# 1962037
 Bk# 2663 Pg# 1992

That Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, to it in hand paid by Grantee, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee, its successors and assigns the following property (the "Property") lying and being in MONROE COUNTY, Florida, and more particularly described as follows:

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

Subject, however, to: (i) taxes and assessments for the current year and subsequent years; (ii) covenants, restrictions and public utility easements of record (iii) existing zoning and governmental regulations; and (iv) all matters that an accurate survey of the Property would reveal.

TOGETHER with all the tenements, hereditaments and appurtenances belonging or in any way appertaining to the Property.

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

AND GRANTOR hereby covenants with Grantee that Grantor is lawfully seized of the Property in fee simple; that Grantor has good right and lawful authority to sell and convey the Property; and that Grantor does hereby fully warrant the title to the Property and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but against none other.

EXHIBIT "A"
Legal Description of the Property

Lots 54 and 55, SUMMERLAND YACHT HARBOR, SUMMERLAND KEY, FL,
as recorded in Plat Book 2, Page 142, of the Public Records of Monroe
County, Florida.

LESS AND EXCEPT:

A portion of Lot 54, SUMMERLAND YACHT HARBOR, SUMMERLAND KEY,
FL, as recorded in Plat Book 2, Page 142, of the Public Records of Monroe
County, Florida and better described as follows:

Beginning at the intersection of the Southwesterly Right-of-Way line of
Center Street and the Southwesterly Right-of-Way line of Horace Street;
thence South 00°01'34" East along said Southwesterly Right-of-Way line
of Horace Street for 100.20 feet; thence North 86°23'13" West along the
Northerly Right-of-Way line of U.S. Highway No. 1 for 49.86 feet; thence
North 06°42'37" East for 40.06 feet; thence North 86°23'13" West for
31.16 feet; thence North 03°36'47" East for 5.00 feet; thence North
83°47'50" West for 23.29 feet; thence North 01°05'31" East for 7.75 feet;
thence South 88°53'40" East for 27.50 feet; thence North 40°27'32" East
for 25.00 feet; thence North 03°36'47" East for 25.00 feet; thence South
86°23'13" East along the Southerly Right-of-Way line of Center Street for
53.64 feet back to the POINT OF BEGINNING.

AND LESS AND EXCEPT:

Unit 13, SUMMERLAND PALMS CONDOMINIUM, according to the
Declaration of Condominium thereof, as recorded in Official Records Book
2356, Page 1, of the Public Records of Monroe County, Florida; together
with the undivided 1/22nd interest in the common areas appertaining
thereto.

NOW KNOWN AS:

Condominium Units 1 to 12, inclusive and Condominium Units 14 to 22,
inclusive, of SUMMERLAND PALMS CONDOMINIUM, according to the
Declaration of Condominium thereof, as recorded in Official Records Book
2356, Page 1, of the Public Records of Monroe County, Florida.

Doc# 1962037
Bk# 2663 Pg# 1994



Doc# 1927873
Bk# 2622 Pg# 899

EXHIBIT "A-1"

Folio Numbers Assigned to the Property

FOLIO NO.:

9091408 - Unit 1
9091409 - Unit 2
9091410 - Unit 3
9091411 - Unit 4
9091412 - Unit 5
9091413 - Unit 6
9091414 - Unit 7
9091415 - Unit 8
9091416 - Unit 9
9091417 - Unit 10
9091418 - Unit 11
9091419 - Unit 12
9091421 - Unit 14
9091423 - Unit 15
9091424 - Unit 16
9091425 - Unit 17
9091426 - Unit 18
9091427 - Unit 19
9091428 - Unit 20
9091429 - Unit 21
9091430 - Unit 22

Doc# 1962037
Bk# 2663 Pg# 1995



all of SUMMERLAND PALMS CONDOMINIUM, according to the Declaration of Condominium thereof, as recorded in Official Records Book 2356, Page 1, of the Public Records of Monroe County, Florida.

SUMMERLAND PALMS INVESTORS, LLC
 24930 Overseas Highway
 Summerland Key, Florida

Doc# 1962037
 Bk# 2663 Pg# 1996

LEGAL DESCRIPTION

Lots 54 and 55, SUMMERLAND YACHT HARBOR, SUMMERLAND KEY, FL, as recorded in Plat Book 2, Page 142, of the Public Records of Monroe County, Florida.

LESS AND EXCEPT:

A portion of Lot 54 SUMMERLAND YACHT HARBOR, SUMMERLAND KEY, FL, as recorded in Plat Book 2, Page 142, of the Public Records of Monroe County, Florida and better described as follows:

Beginning at the intersection of the Southwesterly Right-of-Way line of Center Street and the Southwesterly Right-of-Way line of Horace Street; thence South 00°01'34" East along said Southwesterly Right-of-Way line of Horace Street for 100.20 feet; thence North 86°23'13" West along the Northerly Right-of-Way line of U.S. Highway No. 1 for 49.86 feet; thence 06°42'37" East for 40.06 feet; thence North 86°23'13" West for 31.16 feet; thence North 03°36'47" East for 5.00 feet; thence North 83°47'50" West for 23.29 feet; thence North 01°05'31" East for 7.75 feet; thence South 88°53'40" East for 27.50 feet; thence North 40°27'32" East for 25.00 feet; thence North 03°36'47" East for 25.00 feet; thence South 86°23'13" East along the Southerly Right-of-Way line of Center Street for 53.64 feet back to the POINT OF BEGINNING.

NOW KNOWN AS:

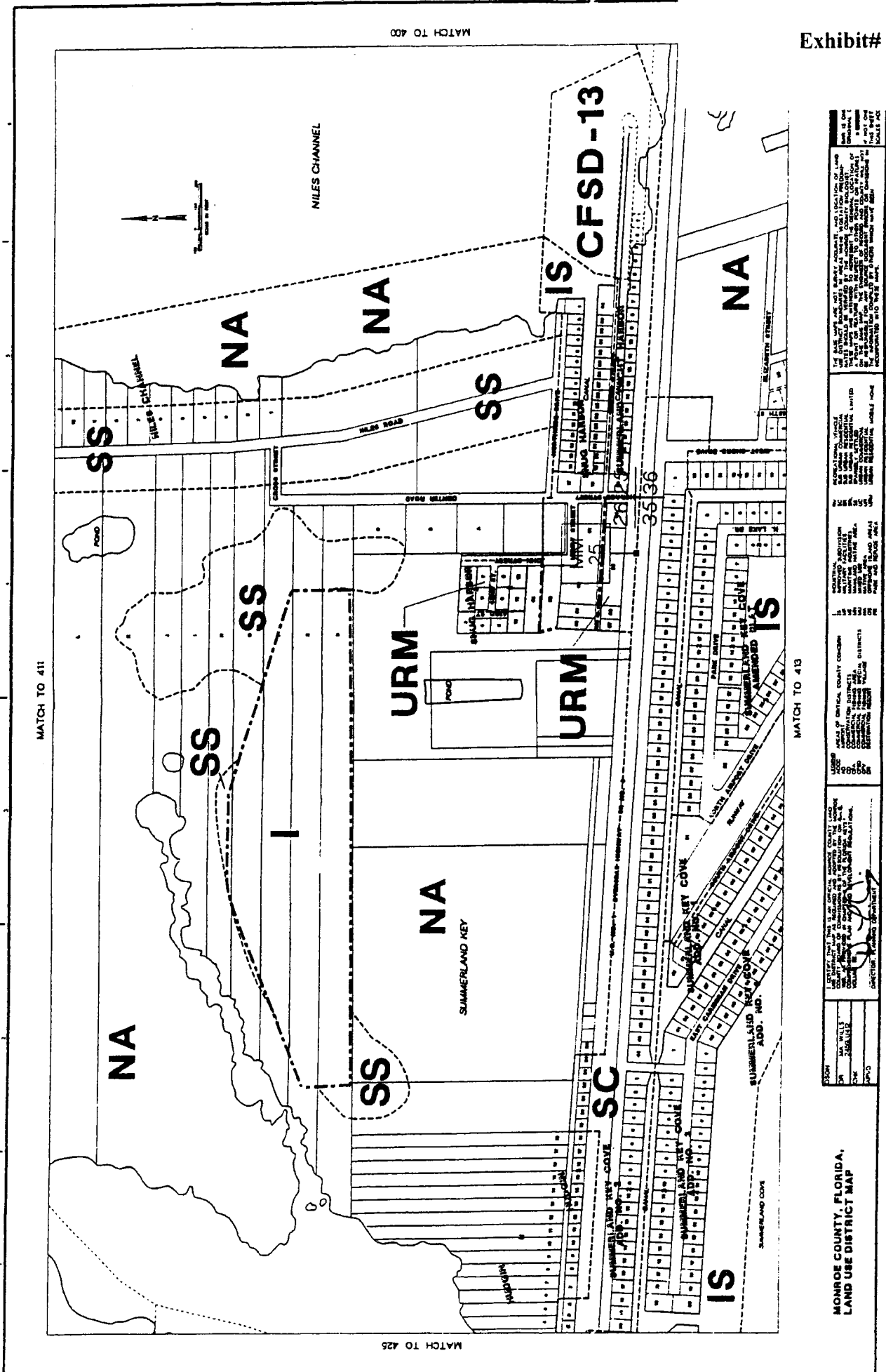
Condominium Units 1 to 22, inclusive, of SUMMERLAND PALMS CONDOMINIUM, according to the Declaration of Condominium thereof, as recorded in Official Records Book 2356, Page 1, of the Public Records of Monroe County, Florida

RE and Alternative Key Numbers

RE Numbers	Alternative Key Numbers
00194741-000100	9091408
00194741-000200	9091409
00194741-000300	9091410
00194741-000400	9091411
00194741-000500	9091412
00194741-000600	9091413
00194741-000700	9091414
00194741-000800	9091415
00194741-000900	9091416
00194741-001000	9091417
00194741-001100	9091418
00194741-001200	9091419
00194741-001300	9091420
00194741-001400	9091421
00194741-001500	9091423
00194741-001600	9091424
00194741-001700	9091425
00194741-001800	9091426

00194741-001900	9091427
00194741-002000	9091428
00194741-002100	9091429
00194741-002200	9091430

Doc# 1962037
Bk# 2663 Pg# 1997

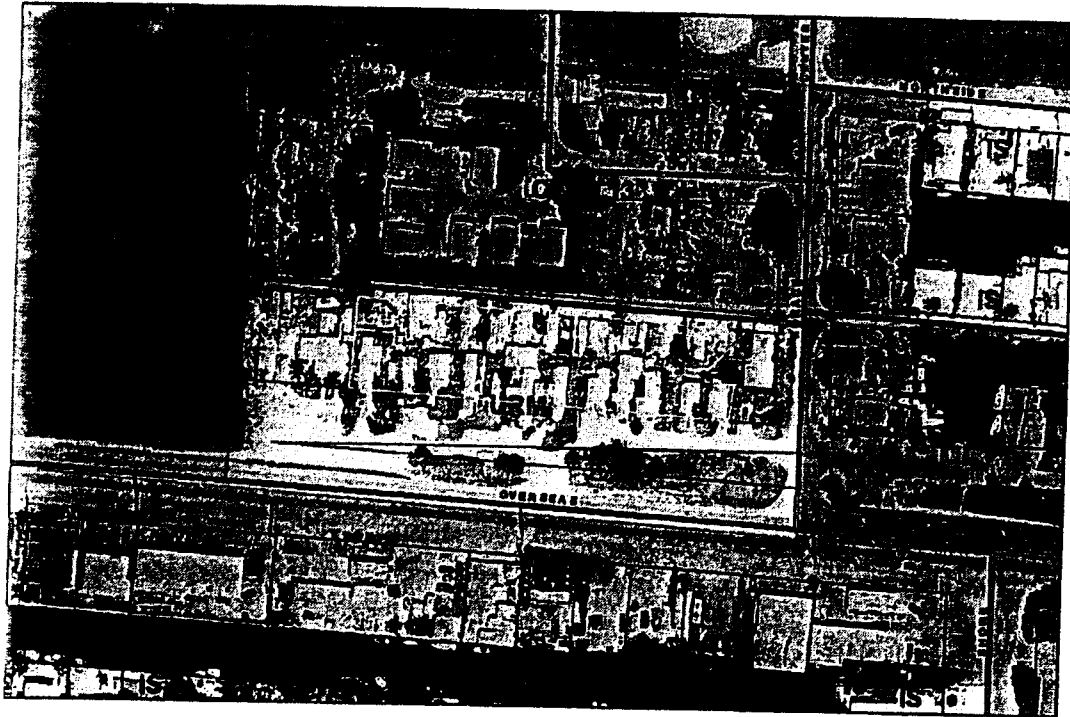


00194741.001800, 00194741.001900, 00194741.002000, 00194741.002100 and 00194741.002200.

Note 1: The aforementioned RE numbers were established by the Monroe County Property Appraiser for the 2008 tax roll. Prior to 2008, the parcels were assessed under RE #00194730.000000 and RE #00194740.000000.

Note 2: The subject property does not include, but has been historically associated with, the contiguous parcel to the east, currently assessed as RE #00194730.000000. The boundaries of the parcel identified as RE #00194730.000000 have been modified over time.

The property is located within an Urban Residential Mobile Home (URM) Land Use (Zoning) District. Consistent with the boundaries of the URM land use district, it is within the Residential High (RH) Future Land Use Map (FLUM) category. The following aerial photograph shows the boundaries of the property and the land use districts of the immediate area:



Subject Property with Land Use Districts Overlaid (Aerial dated 2012)

Residential Dwelling Units:

The applicant asserts that the 22 residential dwelling units are lawfully-established and thereby exempt from the ROGO permit allocation system.

Pursuant to §138-22(1), the ROGO shall not apply to the redevelopment, rehabilitation or replacement of any lawfully-established residential dwelling unit that does not increase the number of residential dwelling units above that which existed on the site prior to the redevelopment, rehabilitation or replacement. Therefore, owners of land containing residential

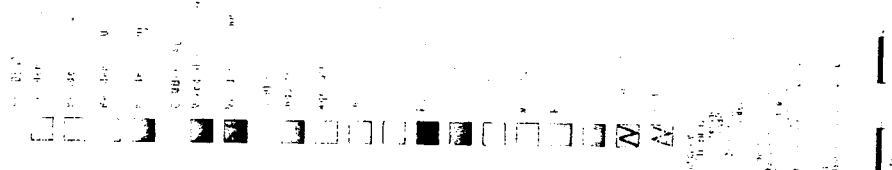
dwelling units shall be entitled to one unit for each such unit lawfully-established. The planning director shall review available documents to determine if a body of evidence exists to support the existence of units on or about July 13, 1992, the effective date of the original ROGO ordinance. In order to approve an exemption, at least two of the following documents supporting the lawful existence of the residential dwelling unit or space must be found:

Any issued Monroe County building permit(s) supporting the existence of the structure(s) and its use(s) on or about July 13, 1992:

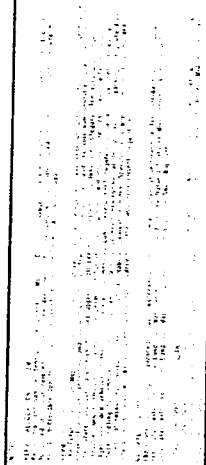
The following building permits are on file in the Building Department's records:

RE #00194740.000000		
Permit #	Date Issued	Description
A-196	03/26/1975	Install electric meter center
A-1839	12/23/1976	Tie down mobile home (Unit #3)
A-4242	10/12/1978	Repair drain field
881-1777	09/14/1988	Install 100 amp electric service (Unit #?)
941-0163	02/10/1994	Carry out emergency electrical work to mobile home (Unit #?)
951-0945	12/12/1995	Renovate and expand existing sewer treatment plant
951-0982	07/21/1995	Install/construct shed (Unit #?)
011-1733	06/01/2001	Enclose porch and tie down mobile home (Unit #15)
021-0572	03/01/2002	Construct screen room with awning (Unit #3)
031-3076	07/09/2003	Construct screen room (Unit #18)
031-3834	10/07/2003	Install/replace mobile home (Unit #13)
RE #00194730.000000*		
25613	02/22/1972	Construct addition (Unit #?)
A-10090	01/14/1983	Upgrade electric service (Unit #17)
911-2280	02/25/1991	Repair single family residence roof (Unit #?)
911-2313	03/21/1991	Renovate existing structure (Unit #?)
911-2455	03/21/1991	Demolish structure (Unit #?)
991-2163	12/10/1999	Install/replace mobile home (Unit #7)
991-2889	12/10/1999	Demolish mobile home (Unit #7)
041-3156	07/02/2004	Demolish addition (Unit #17)
051-5203	11/17/2005	Repair mobile home roof (Unit #10)
071-4260	10/02/2007	Repair mobile home roof (Unit #?)
101-1045	03/23/2010	Replace mobile home roof (Unit #9)
111-3317	07/25/2011	Replace mobile home roof (Unit #?)
RE #00194741.000100 through RE #00194741.002200		
091-4559	11/10/2009	Replace paneling board and insulation (Unit #13)
111-5343	10/31/2011	Demolish mobile home (Unit #21)
121-0299	06/13/2012	Change out meter cans (Units #6, 7, 9, 10, 17, 18, 19 & 20)
131-3769	10/30/2013	Install 100 am electric service (Unit #21)

1

FUTURE
LAND USE

MAP 7



Saddlebunch Keys

Doc# 1962037
Bk# 2663 Pg# 1999

County of Monroe
Growth Management Division

Planning & Environmental Resources

Department

2798 Overseas Highway, Suite 410
Marathon, FL 33050
Voice: (305) 289-2500
FAX: (305) 289-2536



Board of County Commissioners

Mayor George Neugent, District 2
Mayor Pro Tem, Heather Carruthers, District 3
Danny L. Kolhage, District 1
David Rice, District 4
Sylvia J. Murphy, District 5

November 7, 2013

Doc# 1962037
Bk# 2663 Pg# 2000

Smith Oropeza, P.L.
Attn: Barton Smith
138-142 Simonton Street
Key West, FL 33040

**RE: LETTER OF DEVELOPMENT RIGHTS DETERMINATION FOR
SUMMERLAND PALMS TRAILER PARK, LOCATED AT 24930 OVERSEAS
HIGHWAY (US1), SUMMERLAND KEY, ON PROPERTY HAVING REAL
ESTATE NUMBERS 00194741.000100, 00194741.000200, 00194741.000300,
00194741.000400, 00194741.000500, 00194741.000600, 00194741.000700,
00194741.000800, 00194741.000900, 00194741.001000, 00194741.001100,
00194741.001200, 00194741.001300, 00194741.001400, 00194741.001500,
00194741.001600, 00194741.001700, 00194741.001800, 00194741.001900,
00194741.002000, 00194741.002100 AND 00194741.002200**

This letter is in response to your request for a determination as to the number of dwelling units that were lawfully established and thereby exempt from the Residential Rate of Growth Ordinance (ROGO) permit allocation system on the above-described premises.

Background Information:

The subject property is located at 24930 US 1 on Summerland Key, at approximate mile marker 25 on the Gulf of Mexico side of US 1. It is situated north of US 1, south of Center Street and west of Horace Street. The existing mobile home park on the property is known as Summerland Palms Trailer Park and Summerland Palms Condominium.

The property is comprised of 22 parcels of land, which are aggregated for the purposes of development. It is legally described as Lot 55 and part of Lot 54, Summerland Yacht Harbor (Plat Book 2, Page 142), Summerland Key, Monroe County, Florida, with the parcels currently assessed under the following real estate (RE) numbers: 00194741.000100, 00194741.000200, 00194741.000300, 00194741.000400, 00194741.000500, 00194741.000600, 00194741.000700, 00194741.000800, 00194741.000900, 00194741.001000, 00194741.001100, 00194741.001200, 00194741.001300, 00194741.001400, 00194741.001500, 00194741.001600, 00194741.001700,

* The subject property does not include, but has been historically associated with, the contiguous parcel to the east, currently assessed as RE #00194730.000000. The boundaries of the parcel identified as RE #00194730.000000 have been modified over time. Past building permits associated with the subject property were filed under RE #00194730.000000 prior to the boundary modifications. However, it should be noted that some of the building permits on file may be associated with the existing single-family development remaining on the parcel and not part of the subject property.

There is not a building permit on file in the Building Department's records for the initial construction of the mobile home park and the installation of the original mobile homes.

Building Permits #991-2163 and #031-3834 approved the replacement of mobile homes. Other building permits support the continued existence of a mobile home park with ranging lot/unit numbers. Of importance are Building Permits #951-0945 and #021-0572. Building Permit #951-0945, issued in 1995, approved an onsite wastewater treatment plant for a mobile home park. The preliminary design report submitted with the permit specifies the wastewater treatment plant is for 22 mobile homes. Building Permit #951-0945 was approved by Planning Department and Building Department staff. Building Permit #021-0572, issued in 2002, included a site plan for the mobile home park which shows and labels 22 units.

Documentation from the Monroe County Property Appraiser's Office indicating residential use on or about July 13, 1992:

The Property Appraiser currently assesses each individual Real Estate number (#00194741.000100 through #00194741.002200) under a property classification code of 00 (Vacant Residential).

Monroe County Property Appraiser Data (2013)			
Condominium Parcel (Unplatted Lots)	RE #	Building Year Built*	Building Square Footage
Lot #1	00194741.000100	1975	2,280 SF
Lot #2	00194741.000200	1975	1,576 SF
Lot #3	00194741.000300	1975	1,921 SF
Lot #4	00194741.000400	1975	1,584 SF
Lot #5	00194741.000500	1975	958 SF
Lot #6	00194741.000600	1975	1,509 SF
Lot #7	00194741.000700	1975	1,290 SF
Lot #8	00194741.000800	1975	1,770 SF
Lot #9	00194741.000900	1975	1,834 SF
Lot #10	00194741.001000	1975	1,371 SF
Lot #11	00194741.001100	1975	1,191 SF
Lot #12	00194741.001200	1975	1,203 SF
Lot #13	00194741.001300	1980	1,872 SF
Lot #14	00194741.001400	1975	1,296 SF
Lot #15	00194741.001500	1975	1,632 SF

Lot #16	00194741.001600	1975	1,334 SF
Lot #17	00194741.001700	1975	1,110 SF
Lot #18	00194741.001800	1975	1,386 SF
Lot #19	00194741.001900	1975	1,720 SF
Lot #20	00194741.002000	1975	1,400 SF
Lot #21	00194741.002100	1975	2,176 SF**
Lot #22	00194741.002200	1975	1,825 SF

* The information in this column should not be relied upon to ascertain the year in which a specific existing structure was built. Although several of the existing mobile homes may have been built in 1975, there is no additional evidence to suggest that all of the existing mobile homes were constructed in 1975 (excluding the mobile home on #13, which had a year built date of 1980). Further, the year built date information is contradictory with building permits on file in the Building Department's records and information obtained by staff during a site visit. Several of the lots are currently vacant and several of the existing mobile homes appear to be models that post-date 1975.

**Under Building Permit #111-5343, the mobile home on #21 was demolished in 2011.

Aerial photographs and original dated photographs showing the structure(s) existed on or about July 13, 1992:

Aerial photography from January 1984 to 2012 confirms the continuous existence of at least ten structures on the property (Units on Lots 1, 2, 3, 4, 6, 7, 16, 17, 18, and 20). Other structures were in existence during that timeframe, but are not visible due to obstructing vegetation on the site and replacement efforts. In the 1999, 2006 and 2009 aerials, 22 structures were visible. As a note, aerial photography can only confirm the number of structures, not the number of dwelling units, in existence at any given time.

Structure	Structure Visible:							
	1984	1989	1993	1999	2002	2006	2009	2012
Unit 1	X	X	X	X	X	X	X	X
Unit 2	X	X	X	X	X	X	X	X
Unit 3	X	X	X	X	X	X	X	X
Unit 4	X	X	X	X	X	X	X	X
Unit 5	X	X	X	X		X	X	X
Unit 6	X	X	X	X	X	X	X	X
Unit 7	X	X	X	X	X	X	X	X
Unit 8	X		X	X	X	X	X	X
Unit 9	X		X	X	X	X	X	X
Unit 10			X	X	X	X	X	X
Unit 11				X	X	X	X	X
Unit 12				X	X	X	X	X
Unit 13			X	X	X	X	X	X
Unit 14			X	X	X	X	X	X
Unit 15	X		X	X	X	X	X	X
Unit 16	X	X	X	X	X	X	X	X

Unit 17	X	X	X	X	X	X	X	X
Unit 18	X	X	X	X	X	X	X	X
Unit 19	X		X	X	X	X	X	X
Unit 20	X	X	X	X	X	X	X	X
Unit 21	X		X	X	X	X	X	
Unit 22	X		X	X	X	X	X	X

Residential county directory entries on or about July 13, 1992:

No residential county directory entries were provided for review.

Rental, occupancy or lease records, on or about July 13, 1992, indicating the number, type and term of the rental or occupancy:

No rental, occupancy or lease records were provided for review.

State and/or County licenses, on or about July 13, 1992, indicating the number and types of rental units:

No state or county licenses were provided for review.

Documentation from the utility providers indicating the type of service (commercial or residential) provided and the number of meters in existence on or about July 13, 1992:

The applicant submitted three billing statements from Keys Energy Services, detailing electric service records for 3 units. One of the statements has electric service starting in 1991 and the other two statements show service began in 2007 and 2013.

Note: Water and electric service were likely provided at times earlier than the aforementioned dates; however records confirming/supporting such were not provided.

Similar supporting documentation not listed above as determined suitable by the planning director:

A site visit was conducted by Planning & Environmental Resources Department staff on October 15, 2013. During the site visit, staff observed 18 mobile homes and 4 vacant sites with electric.

The 1988 Monroe County Mobile Home Study indicates 17 mobile homes and 3 recreational vehicles were observed on the property at that time. However, it should be noted that the surveyor's objective was to obtain a county-wide estimate of mobile homes and recreational vehicles, not necessarily an exact total, and the surveyor may not have been authorized to enter the private property to get an accurate account on the subject property.

Lawful Determination:

Based on a review of the records associated with the subject property, the Planning & Environmental Resources Department has determined that twenty two (22) permanent residential dwelling units were lawfully-established on the subject property. As such, up to 22 mobile homes may continue to existing and their replacement would thereby be exempt from the ROGO permit allocation system.

Although there are not building permits on file for the installation of all 22 mobile homes, the existence of 22 mobile homes since 1992 is supported by Monroe County Property Appraiser records and aerial photography, as well as the content of building permits on file for other improvements. Nearly every building permit on file refers to the existence of a mobile home park. Of most importance, Building Permit #951-0945, issued in 1995 shortly after the adoption of ROGO in 1992, approved an onsite wastewater treatment plant for a 22-unit mobile home park. As the residential density provisions for the URM district would not have permitted a total of 22 mobile homes in 1995, the plant was clearly intended to serve 22 existing units.

Note: Although 22 mobile homes cannot be permitted on an unplatted URM site consisting of 0.93 acres under the current URM residential density provisions (the allocated density is 5 dwelling units per acre), the existing 22 residential dwelling units were lawfully established on the subject property prior to the establishment of the URM residential density provisions in 1986 may continue to exist and be replaced pursuant to MCC §130-163.

* * * * *

This letter does not provide any vesting to existing regulations and the replacement dwelling units and any new accessory structures must be built in compliance with all applicable regulations of the Monroe County Code and Comprehensive Plan at the time of development approval. Furthermore, if the exempted development is not replaced, but substantially improved as defined in the Monroe County Code, such development must be brought into compliance with all applicable regulations.

You may appeal decisions set forth in this letter. The appeal must be filed with the County Administrator, 1100 Simonton Street, Gato Building, Key West, FL 33040, within thirty (30) calendar days from the date of this letter. In addition, please submit a copy of your application to the Planning Commission Coordinator, Monroe County Planning & Environmental Resources Department, 2798 Overseas Hwy, Suite 410, Marathon, FL 33050.

We trust that this information is of assistance. If you have any questions regarding the contents of this letter or if we may further assist you with your project, please feel free to contact our Marathon office at (305) 289-2500.

Sincerely,



Townsley Schwab, Senior Director of Planning & Environmental Resources

Prepared by and return to:
 Gregory S. Oropeza, Esq.
 Attorney at Law
 Smith | Oropeza, P.L.
 138-142 Simonton Street
 Key West, FL 33040
 305-296-7227
 File Number: 2013-151
 Will Call No.:

Doc# 1952849 10/04/2013 3:10PM
 Filed & Recorded in Official Records of
 MONROE COUNTY AMY HEAVILIN

10/04/2013 3:10PM
 DEED DOC STAMP CL: Krys \$9,800.00

\$1,400,000.

Parcel Identification No. 00174960-000000

Doc# 1962037
 Bk# 2663 Pg# 2007

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Warranty Deed

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

This Indenture made this 26th day of September, 2013 between H & L Florida Associates, LLC, a Florida limited liability company whose post office address is 1582 York Avenue, Suite 3C, New York, NY 10028 of the County of New York, State of New York, grantor*, and Coco Palms Developers, LLC, a Florida limited liability company, whose post office address is P.O. Box 2039, Key West, FL 33040 of the County of Monroe, State of Florida, grantee*,

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

Lot 30 Sacarma, a subdivision of Government Lots 3 and 4 in Section 29, Township 66 South, Range 28 East, Cudjoe Key, Monroe County, Florida, recorded in Plat Book 2, Page 48 of the Public Records of Monroe County, Florida.

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

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

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

Signed, sealed and delivered in our presence:

Witness Name: Fidelia Dieudonix
 Witness Name: Jay J. Cyr

H & L Florida Associates, LLC

By: Matthew Hornstein
 Matthew Hornstein, Managing Member

Doc# 1952849
 Bk# 2653 Pg# 227

(Corporate Seal)

State of NEW YORK
County of NEW YORK

The foregoing instrument was acknowledged before me this 26th day of September, 2013 by Matthew Hornstein of H & L Florida Associates, LLC, on behalf of the corporation. He/she ☐ is personally known to me or ☒ has produced a driver's license as identification.

[Notary Seal]



Rose M. Small
Notary Public

Printed Name: ROSE M. SMALL

My Commission Expires: APRIL 12, 2016



Doc# 1952849
Bk# 2653 Pg# 228

Doc# 1962037
Bk# 2663 Pg# 2008

X

MONROE COUNTY
OFFICIAL RECORDS

Coco Palm Developers, LLC
21585 Old State Road 4A
Cudjoe Key, Florida

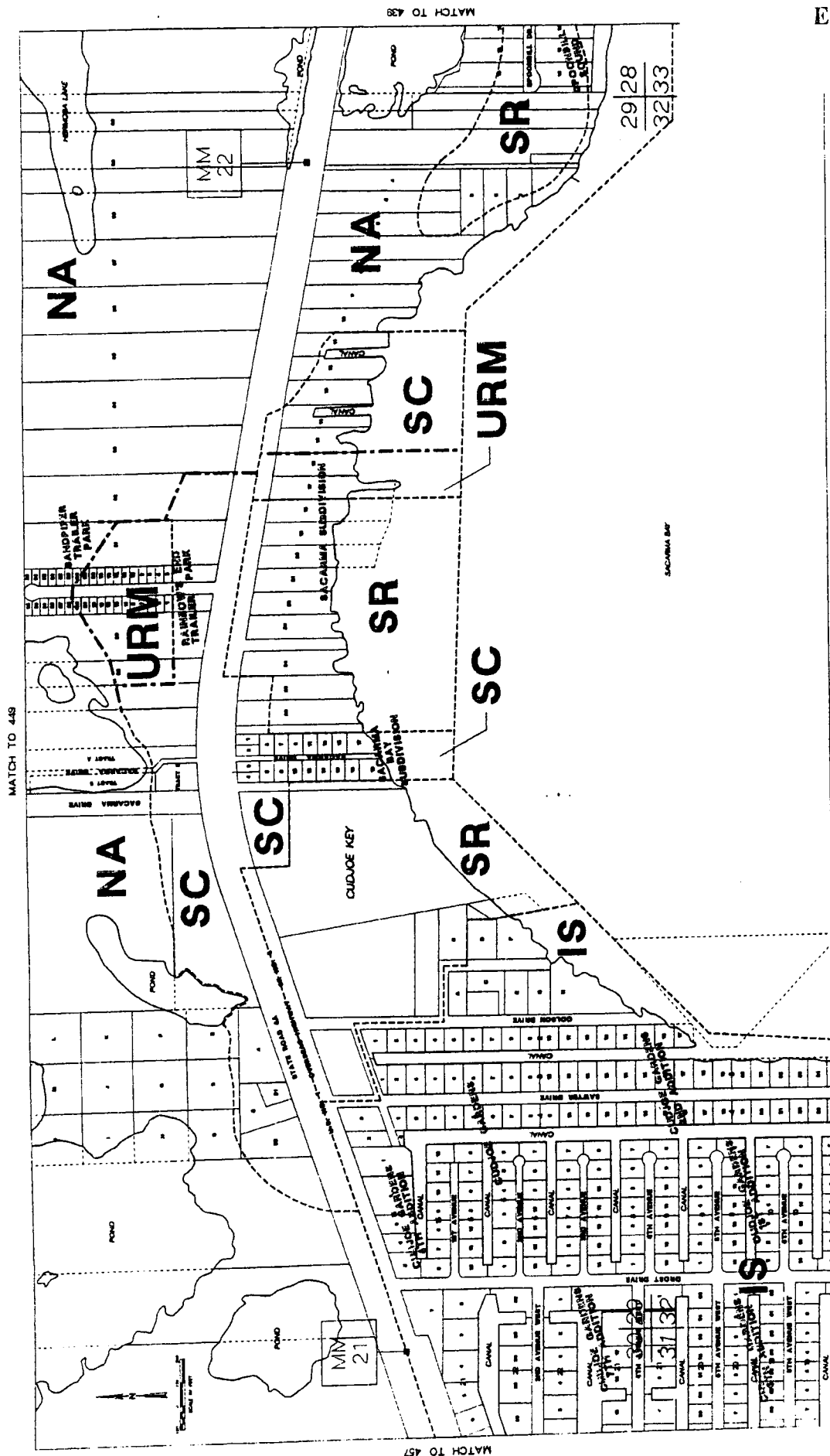
LEGAL DESCRIPTION

Doc# 1962037
Bk# 2663 Pg# 2009

Lot 30 Sacarma, a subdivision of Government Lots 3 and 4 Section 29, Township 66 South Range 28 East, Cudjoe Key, Monroe County, Florida, recorded in Plat Book 2, Page 48 of the Public Records of Monroe County

RE and Alternative Key Numbers

RE Numbers	Alternative Key Numbers
00174960-000000	1227021



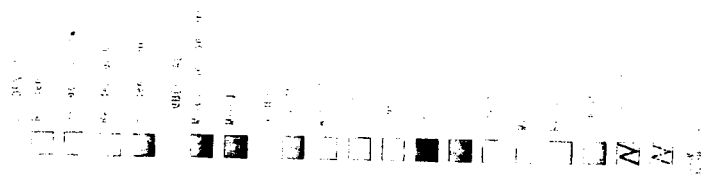
MATCH TO 451

<p>DESIGN: [] DATE: [] BY: [] CHK: [] APP: []</p>		<p>PROJECT: [] SUBJECT: [] LOCATION: [] SCALE: []</p>		<p>REVISIONS: [] DATE: [] BY: [] CHK: [] APP: []</p>		<p>APPROVED: [] DATE: [] BY: [] CHK: [] APP: []</p>		<p>REMARKS: [] DATE: [] BY: [] CHK: [] APP: []</p>	
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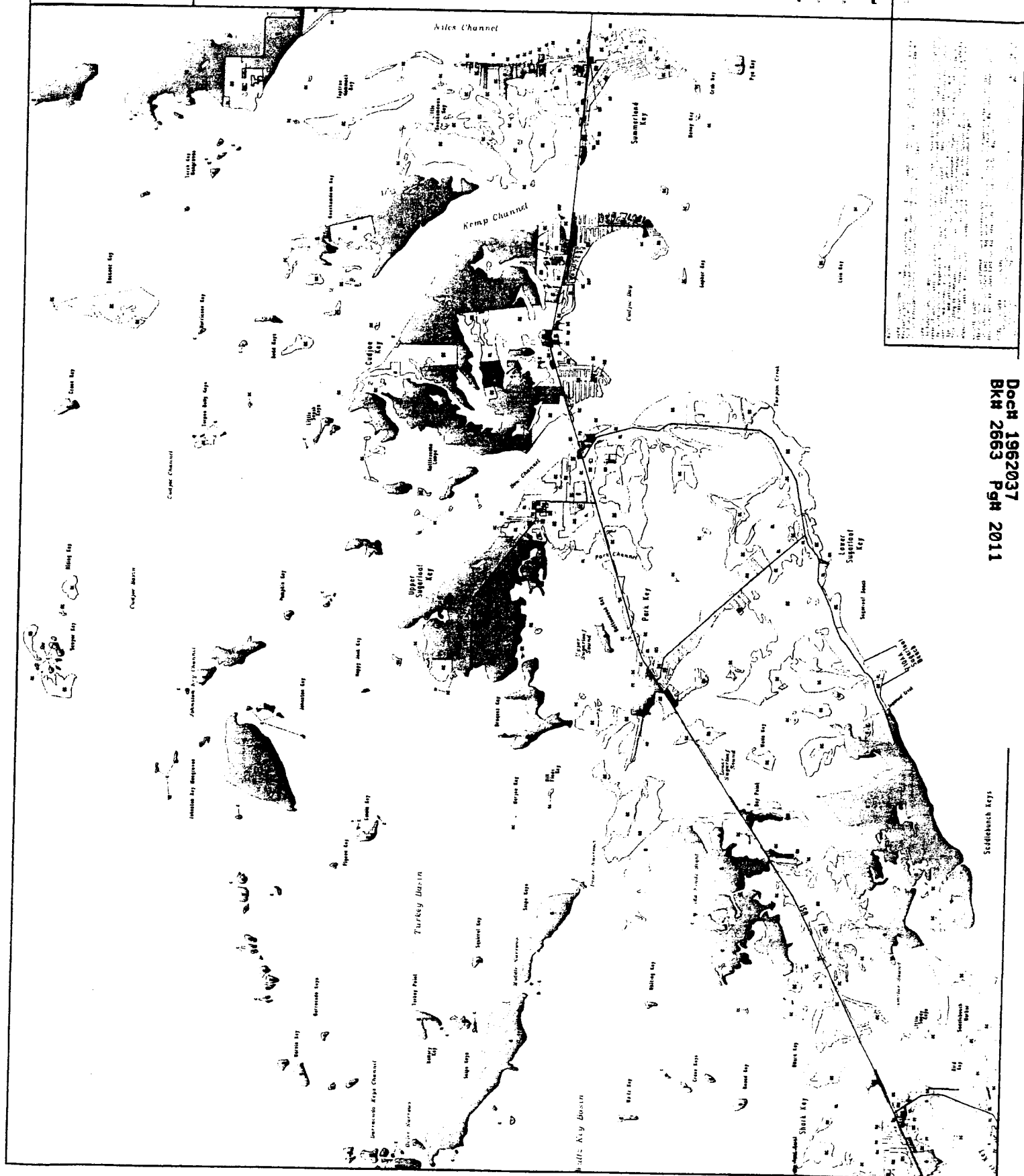
MONROE COUNTY, FLORIDA.
LAND USE DISTRICT MAP

 NATIONAL BUREAU OF ECONOMIC RESEARCH

FUTURE
LAND USE



MAP 7



**Doc# 1962037
Bk# 2663 Pg# 2011**

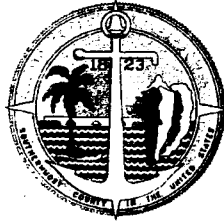
Section 4: Key Concepts

County of Monroe Growth Management Division

Planning & Environmental Resources

Department

2798 Overseas Highway, Suite 410
Marathon, FL 33050
Voice: (305) 289-2500
FAX: (305) 289-2536



Board of County Commissioners

Mayor Sylvia J. Murphy, District 5
Mayor Pro Tem, Danny L. Kolhage, District 1
George Neugent, District 2
Heather Carruthers, District 3
David Rice, District 4

November 26, 2013

Doc# 1962037
Bk# 2663 Pg# 2012

Smith Oropeza, P.L.
Attn: Barton Smith
138-142 Simonton Street
Key West, FL 33040

RE: ADDENDUM 1 TO THE MAY 13, 2008 LETTER OF DEVELOPMENT RIGHTS DETERMINATION FOR RAINBOW'S END TRAILER PARK AND COCO'S CANTINA, LOCATED AT 21585 OVERSEAS HIGHWAY (US 1), CUDJOE KEY, ON PROPERTY HAVING REAL ESTATE NUMBER 00174960.000000

This letter is in response to your request for a determination as to the number of dwelling units that were lawfully established and thereby exempt from the Residential Rate of Growth Ordinance (ROGO) permit allocation system and the amount of the non-residential floor area that may be rebuilt and exempt from the Non-Residential Rate of Growth Ordinance (NROGO) on the above-described premises.

A previous letter of development rights determination was issued for the subject property on May 13, 2008. Based on a review of the records available at that time, the Planning & Environmental Resources Department determined that 16 permanent residential dwelling units (in the form of mobile homes) and 1,400 square feet of non-residential floor area is lawfully established on the subject property.

The applicant has requested a revised determination and submitted additional information supporting the existence of 17 permanent residential dwelling units (in the form of mobile homes) and five (5) transient residential dwelling units (in the form of recreational vehicles). The applicant has not requested any revision to the determination of 1,400 square feet of non-residential floor area.

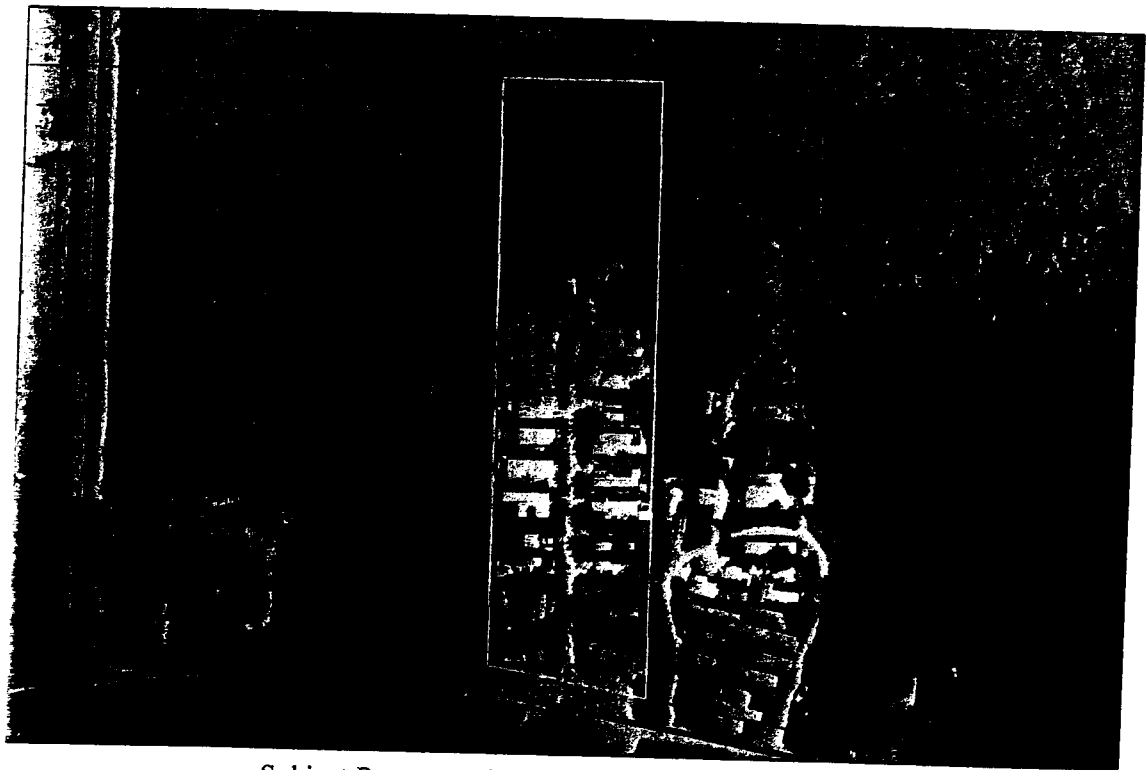
This addendum letter concerns the seventeenth permanent residential dwelling unit. An additional addendum letter shall be issued regarding the Planning & Environmental Resources Department's position on the five (5) transient residential dwelling units.

Background Information:

The subject property, commonly known as Rainbow's End Trailer Park and Coco's Cantina, is located at 21585 Overseas Highway (US 1) on Cudjoe Key, at approximate mile marker 22 on the Gulf of Mexico side of US 1.

The property is legally described as Lot 30, Sacarma subdivision, Cudjoe Key (Plat Book 2, Page 48), having real estate (RE) number 00174960.000000.

The property is divided within three Land Use (Zoning) Districts: Suburban Commercial (SC), Urban Residential Mobile Home (URM) and Native Area (NA). Consistent with the Land Use Districts, the property is also divided within three Future Land Use Map (FLUM) categories: Mixed Use Commercial (MC), Residential High (RH) and Residential Conservation (RC). The following aerial photograph shows the boundaries of the property and the land use districts of the immediate area:



Subject Property with Land Use Districts Overlaid (Aerial dated 2012)

Residential Dwelling Units:

In the application for the May 13, 2008 letter, the previous application requested a finding that 21 residential dwelling units were lawfully-established and thereby exempt from the Residential Rate of Growth Ordinance (ROGO) permit allocation system. According to the previous applicant, the site was developed with 16 mobile home lots and 5 recreational vehicle spaces (some of the lots/spaces were vacant).

The current applicant asserts that the 22 residential dwelling units were lawfully-established and thereby exempt from the ROGO permit allocation system. According to the current applicant, the site is developed with 17 mobile home lots and 5 recreational vehicle spaces (some of the lots/spaces are vacant).

As previously stated, this addendum concerns the mobile home lots.

Mobile homes are a type of dwelling units. As defined in MCC §101-1, a *dwelling unit* is one (1) or more rooms physically arranged to create a housekeeping establishment for occupancy by one (1) family with separate toilet facilities. Further, a mobile home is a type of permanent residential units. As defined in MCC §101-1, a *permanent residential unit* is a dwelling unit that is designed for, and capable of, serving as a residence for a full housekeeping unit which includes a kitchen composed of at least a refrigerator and stove.

Pursuant to §138-22(1), the ROGO shall not apply to the redevelopment, rehabilitation or replacement of any lawfully-established residential dwelling unit that does not increase the number of residential dwelling units above that which existed on the site prior to the redevelopment, rehabilitation or replacement. Therefore, owners of land containing residential dwelling units shall be entitled to one unit for each such unit lawfully-established. The planning director shall review available documents to determine if a body of evidence exists to support the existence of units on or about July 13, 1992, the effective date of the original ROGO ordinance. In order to approve an exemption, at least two of the following documents supporting the lawful existence of the residential dwelling unit or space must be found:

Note: The determination in the May 13, 2008 letter was concluded pursuant to Administrative Interpretation #03-108, which provided the criteria to determine whether or not a residential dwelling unit was lawfully-established. However, in 2011, MCC §138-22 was amended to include criteria within the code and Administrative Interpretation #03-108 was rescinded. The criteria within Administrative Interpretation #03-108 and MCC §138-22 are marginally different.

Any issued Monroe County building permit(s) supporting the existence of the structure(s) and its use(s) on or about July 13, 1992:

Building permits permitting the installation of all of the existing mobile homes were not located. However, the building permits on file for the property support the continuous existence of a mobile home park on the property from the 1970s to present.

The following table organizes building permits by the non-platted internal lot numbers, as assigned by the mobile home park operator. As a note, some building permits did not provide an internal lot number:

RE #00174960.000000		
Permit #	Date Issued	Description
121-2085*	06-05-2012	Demolish 2 mobile homes (units 13 and 15)
101-7113*	02-04-2011	Paint existing building and install fence (unit not specified)
071-5151	12-05-2007	Demolish 1 mobile home and associated structures (unit 12)
071-4938	11-19-2007	Reinstall 100 amp electric service (unit 10)
061-3431	06-07-2006	Re-roof 1 mobile home (unit 10)
061-1799	03-20-2006	Install 3 temporary FEMA trailers (units 2, 3 and 14)
061-1400	03-01-2006	Replace 2 gang meter (units 1 and 3)
061-1396	03-01-2006	Replace 2 gang meter (units 2 and 4)
051-6769	01-26-2006	Construct handicap ramp to mobile home (unit 15)
051-6626	12-08-2005	Demolish 1 mobile home and associated structures (unit 14)
051-6623	12-08-2005	Demolish 1 mobile home and associated structures (unit 2)
021-2209	05-23-2002	Change out 4 ton package unit with new unit (restaurant)
021-1550	04-17-2002	Upgrade to 100 amp electric service (unit 4)
981-2736	12-15-1998	Repair roof of 1 mobile home (unit 6)
971-0062	01-28-1997	Install area light (unit not specified)
951-0514	05-17-1996	Replace 1 mobile home (unit 6)
951-1792	01-09-1996	Upgrade hood fire suppression system (restaurant)
951-1132	08-07-1995	Replace electric service (units 10 and 12)
951-0774	06-07-1995	Install A/C with duct system (restaurant)
881-1314	07-12-1988	Reinstall 100 amp electric service (unit not specified)
881-1112	06-16-1988	Replace meter can (units 9 and 11)
881-0387	03-08-1988	Re-roof and remodel 1 mobile home (unit not specified)
881-0313	02-26-1988	Replace meter can (unit not specified)
881-0287	02-23-1988	Replace electric service (unit not specified)
881-0099	01-22-1988	Construct screened porch and deck (unit 10)
871-0642	10-10-1987	Install 200 amp electric service (unit not specified)
A-17356	04-06-1987	Upgrade to 100 amp electric service (unit 2 A)
A-13965	08-20-1985	Construct porch and shed (unit not specified)
A-12813	01-23-1985	Addition to sign
A-10096	12-14-1982	Replace 1 mobile home (unit not specified)
A-9853	11-01-1982	Construct shed (unit 16)
A-9596	07-22-1982	Replace 1 mobile home unit 1)
A-9274	03-09-1982	Replace 1 mobile home (unit 8)
A-9086*	01-20-1982	Replace 1 mobile home (unit not specified)
A-8805	11-03-1981	Install 2 mobile home
A-6217	01-07-1980	Install 100 amp electric service (unit 2 B)
A-4921	03-09-1979	Construct fence and porch (unit 2 A)
A-4724	02-01-1979	Replace 1 mobile home (unit 2 A)

34347	11-08-1974	Install 200 amp electric service (unit not specified)
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* Issued or located after the May 13, 2008 letter

There is not a building permit on file in the Building Department's records for the initial construction of a mobile home park. Seven (7) building permits were found which authorized the placement/replacement of eight (8) mobile homes. Other building permits support the continued existence of a mobile home park with ranging lot/unit numbers.

Building Permit #971-0062, issued on January 28, 1997, approved the installation of an area light. A site plan provided with the application shows 16 trailer (mobile home) lots on the property at that time.

Documentation from the Monroe County Property Appraiser's Office indicating residential use on or about July 13, 1992:

The Monroe County Property Appraiser assessed the property identified as RE #00174960.000000 from 1982 to 1987 under a property classification (PC) code of PC 21 (restaurant or cafeteria). In 1988, the PC code was changed to PC 36 (mobile home parks/ private camping/ recreational parks). In 2009, the PC code was changed to PC 28 (parking lots/ mobile home parks). It has been assessed as PC 28 until present.

The Property Appraiser's records indicate a building value on the parcel from 1982 to 2012; however a building is currently not attributed to the property. Mobile homes under separate ownership and/or assessed by the Tax Collector are not reflected as buildings or structures in the Property Appraiser's records. It is unknown why the restaurant building is not reflected. Further, the Property Appraiser's records include the following appraiser's note: "Coco's Cantina Restaurant plus 17 unit mobile home park Rainbows End."

In addition to the current property record card which only provides data back to 1982, a property record card from 1975 indicates that there was a mobile home park/recreational vehicle development on the property at that time, with mobile homes on lots 1A, 1B, 10, 12, 13, 16 and 17.

Aerial photographs and original dated photographs showing the structure(s) existed on or about July 13, 1992:

Aerial photography from 1982 to 2012 confirms the continuous existence of a mobile home park on the property. Aerial photography from 1989, 1992, 1994, 1996, 1998 and 2006 shows 16 structures on the property, all of which appear to be mobile homes and/or recreational vehicles (not including the restaurant). Aerial photography from 2009 and 2012 shows 17 structures on the property, all of which appear to be mobile homes and/or recreational vehicles (not including the restaurant). Aerial photography from 2000, 2002 and 2004 indicates the presence of 15 structures on the property, all of which appear to be mobile homes and/or recreational vehicles (not including the restaurant). However, from the aerial photography, Staff cannot determine with any certainty if a given structure was a mobile home, a recreational vehicle or another type of structure or vehicle.

Residential county directory entries on or about July 13, 1992:

No residential county directory entries, from on or about July 13, 1992, were provided for review.

Rental, occupancy or lease records, on or about July 13, 1992, indicating the number, type and term of the rental or occupancy:

No rental, occupancy or lease records, from on or about July 13, 1992, were provided for review.

State and/or County licenses, on or about July 13, 1992, indicating the number and types of rental units:

Rainbow's End Trailer Park had a valid Monroe County business tax receipt for 2006-07 and 2007-08 (#47144-4647). The total number of mobile homes or lots was not specified on the tax receipt. Further, Rainbow's End Trailer Park had a valid Monroe County occupational license for 1988-1989 (#42878). The total number of mobile homes or lots was not specified on the license.

Note: The mobile home park may have had valid occupation licenses, business tax receipts or other Monroe County Tax Collector documentation for other years; however such documentation was not provided for review.

State of Florida Department of Health operating permits from 2007, 2006, 2004 and 1999 (44-54-00055) for the Rainbow's End Trailer Park site indicate that there were 16 mobile home spaces and 5 RV spaces on the property at that times. No information prior to 1999 was provided for review. Furthermore, these documents only reflect "spaces" not units.

Online State of Florida Department of Business & Professional Regulations records state that Rainbow Key had 16 lots in 1988, 1994 and 2007. In addition, the current online State of Florida Department of Business & Professional Regulations records state that special qualifications for Rainbow Key include "Park Includes RV Lots" and "Permitted Prior to June 4, 1986." However, the online records do not indicate the number of RV lots or the date(s) in which they were established.

Note: The mobile home park may have had valid operating permits or other State of Florida documentation for other years; however such documentation was not provided for review.

Documentation from the utility providers indicating the type of service (commercial or residential) provided and the number of meters in existence on or about July 13, 1992:

The applicant submitted three billing statements from Keys Energy Services, detailing electric service records for units. However, the total number of mobile homes is not specified as there are multiple meters.

Note: Water and electric service were likely provided at times earlier than the aforementioned dates; however records confirming/supporting such were not provided.

Similar supporting documentation not listed above as determined suitable by the planning director:

Prior to the 1986 re-zoning of the property to SC, URM and NA, the property was divided within a RU-5P district (Mobile Home Park Residential) and a BU-2 (Medium Business) district. The mobile home park area of the site was entirely within the RU-5P district. Mobile homes were permitted in the RU-5P district.

Prior to the May 13, 2008 letter, a site visit was conducted by Planning & Environmental Resources Department Staff on May 2, 2008. Staff observed 13 mobile homes, 3 recreational vehicles and the Coco's Cantina restaurant.

A second site visit was conducted by Planning & Environmental Resources Department staff on October 23, 2013. During the site visit, staff observed a total of 17 mobile homes and recreational vehicles on the property.

The 1988 mobile home study, prepared by the Planning Department, indicates that 16 "mobile homes" and 1 "other" present on the site at that time. However, it should be noted that the surveyor's objective was to obtain a county-wide estimate of mobile homes and recreational vehicles, not necessarily an exact total, and the surveyor may not have been authorized to enter the private property to get an accurate account on the subject property.

Lawful Determination:

Based on a review of the records, the Planning & Environmental Resources Department has determined that seventeen (17) permanent residential dwelling units (in the form of mobile homes) were lawfully-established on the subject property. As such, up to 17 mobile homes may continue to existing and their replacement would thereby be exempt from the ROGO permit allocation system.

Upon a further review of the Monroe County Property Appraiser's information, it is evident that there were 17 mobile home lots in 1975, not 16 mobile home lots. Further, the current Monroe County Property Appraiser Property Record Card includes the following notation: "Coco's Cantina Restaurant plus 17 unit mobile home park Rainbows End."

In addition, while the 1988 mobile home study states that there were only 16 "mobile homes" on the property, it includes a reference to an additional "other" structure. Mobile homes that had been improved with additions were often defined as such as the surveyor could not determine if the structure was in fact a mobile home or recreational vehicle.

Pursuant to §138-22(1), in order to approve an exemption, at least of the described documents supporting the lawful existence of the residential dwelling unit or space must be found in order for the planning director to determine if a body of evidence exists to support the existence of unit

or space on or about July 13, 1992, the effective date of the original ROGO ordinance. The aforementioned documentation satisfies this requirement.

Please note that this determination relates to the number of permanent residential units (in the form of mobile home lots) that were lawfully-established on or about July 13, 1992. It does not state or imply that all of the structures in existence were lawfully-established. Several of the structures on the mobile home lots observed by staff during the site visits appeared to be recreational vehicles, not mobile homes. Any recreational vehicle located on a mobile home lot will have to be removed and any unlawful construction will require an after-the-fact building permit for its construction or a demolition permit.

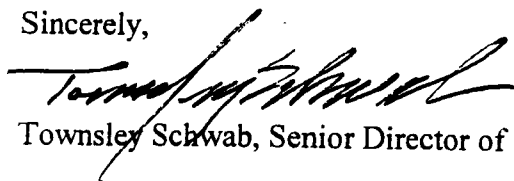
* * * * *

This letter does not provide any vesting to existing regulations and the replacement dwelling units and any new accessory structures must be built in compliance with all applicable regulations of the Monroe County Code and Comprehensive Plan at the time of development approval. Furthermore, if the exempted development is not replaced, but substantially improved as defined in the Monroe County Code, such development must be brought into compliance with all applicable regulations.

You may appeal decisions set forth in this letter. The appeal must be filed with the County Administrator, 1100 Simonton Street, Gato Building, Key West, FL 33040, within thirty (30) calendar days from the date of this letter. In addition, please submit a copy of your application to the Planning Commission Coordinator, Monroe County Planning & Environmental Resources Department, 2798 Overseas Hwy, Suite 410, Marathon, FL 33050.

We trust that this information is of assistance. If you have any questions regarding the contents of this letter or if we may further assist you with your project, please feel free to contact our Marathon office at (305) 289-2500.

Sincerely,



Townsley Schwab, Senior Director of Planning & Environmental Resources

MONROE COUNTY
OFFICIAL RECORDS

FILE #1380076
BK#1903 PG#1979

RCD Jun 30 2003 02:54PM
DANNY L KOLHAGE, CLERK

PREPARED BY AND RETURN TO:
RICHARD M. KLITENICK

RICHARD M. KLITENICK, P.A.
624 WHITEHEAD STREET
KEY WEST, FL 33040
305-292-4101
FILE NUMBER: RE03-031

DEED DOC STAMPS 2975.00
06/30/2003 DEP CLK

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Doc# 1962037
BK# 2663 Pg# 2020

WARRANTY DEED

THIS WARRANTY DEED made this 30th day of June, 2003 between STOCK ROCK ENTERPRISES, INC., a Florida corporation, whose post office address is P.O. Box 6626, Key West, FL 33041, ("Grantor"), and SUNCREST LANDING, LLC, a Florida Limited Liability Company, whose address is 625 Truman Avenue, Key West, FL 33040 ("Grantee")

(Whenever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

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

ON THE ISLAND OF STOCK ISLAND AND BEING LOTS NUMBERED 27 AND 28 OF SUN KREST SUBDIVISION, A SUBDIVISION OF A PART OF GOVERNMENT LOT 1, SECTION 34, TOWNSHIP 67 SOUTH, RANGE 25 EAST, ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 107, OF MONROE COUNTY, FLORIDA PUBLIC RECORDS.

AND ALSO

A PARCEL OF SUBMERGED LAND IN SECTION 35, TOWNSHIP 67 SOUTH, RANGE 25 EAST, STOCK ISLAND, MONROE COUNTY, FLORIDA, LYING SOUTHERLY OF AND ADJACENT TO LOTS 27 AND 28 OF SUN KREST SUBDIVISION, AS RECORDED IN PLAT BOOK 1, PAGE 107, PUBLIC RECORDS OF MONROE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE SW CORNER OF SAID LOT 27, SAID SW CORNER BEING AT THE MEAN HIGH WATER MARK OF COW KEY CHANNEL; THENCE NORTHEASTERLY ALONG SAID MEAN HIGH WATER MARK TO THE SE CORNER OF SAID LOT 28 OF SUN KREST SUBDIVISION; THENCE SOUTHEASTERLY ALONG THE EXTENSION OF THE EASTERLY LINE OF SAID LOT 28, 221.0 FEET; THENCE WITH A DEFLECTED ANGLE TO THE RIGHT OF 101° 30' RUN WESTERLY 102.1 FEET, MORE OR LESS, TO THE INTERSECTION WITH SOUTHEASTERLY EXTENSION OF THE WESTERLY LINE OF SAID LOT 27; THENCE NORTHWESTERLY ALONG SAID SOUTHEASTERLY EXTENSION 210.0 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. CONTAINING 0.51 OF AN ACRE, MORE OR LESS.

PARCEL ID# 00132670-000000 & 00132680-000000

SUBJECT TO: TAXES FOR THE YEAR 2003 AND SUBSEQUENT YEARS
SUBJECT TO: LIMITATIONS, CONDITIONS, EASEMENTS, RESTRICTIONS OF RECORD, IF ANY.

STOCK ROCK ENTERPRISES, INC. TO SUNCREST LANDING, LLC
5176 SUNCREST ROAD, KEY WEST, FL
PAGE 1 OF 2

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

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

Doc# 1962037
Bk# 2663 Pg# 2021

X

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 31, 2002.

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

Signed, sealed and delivered in our presence:

STOCK ROCK ENTERPRISES, INC.,
a Florida corporation

Richard E. Shenton
Witness # 1 signature
Print name RICHARD E. SHENTON

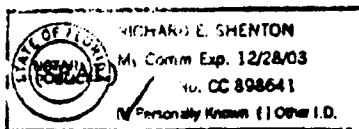
[Signature]
Witness # 1 signature
Print name Gregory Sackner

By: [Signature]
Richard L. Berard, President, by Richard M. Klitenick, as attorney-in-fact.

STATE OF FLORIDA
COUNTY OF MONROE

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, RICHARD M. KLITENICK, who is personally known to me, or who produced _____ as identification, to be the same person who is the agent of principal, RICHARD L. BERARD under that certain Power of Attorney dated June ____, 2003, as the Grantor described in the foregoing Warranty Deed, and he acknowledged to me that he executed the same freely and voluntarily for the purposes therein expressed, with all requisite authority on behalf of the principal, RICHARD L. BERARD, as President of Stock Rock Enterprises, Inc..

WITNESS my hand and official seal at Key West, Monroe County, State of Florida, this ____ day June, 2003.



Richard E. Shenton
Notary Public-State of Florida
Commission No. CC 898641

© 2003, PAYRE CLOSING'S Stock Rock in Holland REG-031 Warranty Deed.doc

MONROE COUNTY
OFFICIAL RECORDS

SUNCREST LANDINGS, LLC
5176 Suncrest Road
Key West, Florida

LEGAL DESCRIPTION

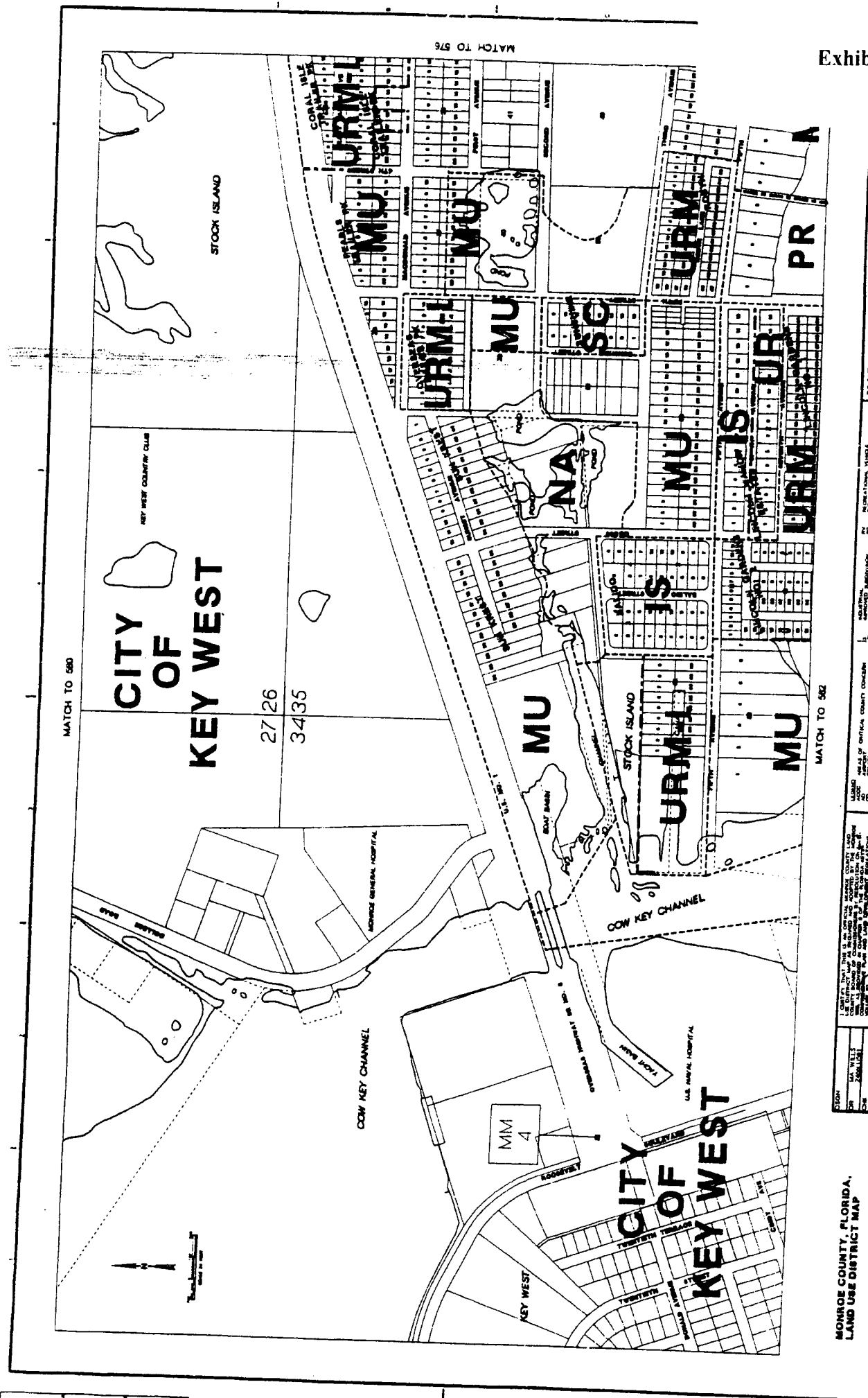
On the Island of Stock Island and being Lots numbered 27 and 28 of SUN KREST SUBDIVISION, a subdivision of a part of Government Lot 1, Section 34, Township 67 South, Range 25 East, according to Plat thereof recorded in Plat Book 1, Page 107, of Monroe County, Florida Public Records.

AND ALSO

A parcel of submerged land in Section 35, Township 67 South, Range 25 East, Stock Island, Monroe County, Florida, lying southerly of and adjacent to Lots 27 and 28 of SUN KREST SUBDIVISION, as recorded in Plat Book 1, Page 107, Public Records of Monroe County, Florida, more particularly described as follows: begin at the SW corner of said Lot 27, said SW corner being at the mean high water mark of Cow Key Channel; thence northeasterly along said mean high water mark to the SE corner of said Lot 28 of SUN KREST SUBDIVISION; thence Southeasterly along the extension of the easterly line of said Lot 28, 221.0 feet; thence with a deflected angle to the right of 101° 30' run westerly 102.1 feet, more or less, to the intersection with southeasterly extension of the westerly line of said Lot 27; thence northwesterly along said southeasterly extension 210.0 feet, more or less, to the point of beginning.

RE and Alternative Key Numbers

RE Numbers	Alternative Key Numbers
00132680-000000	1167142



MONROE
COUNTY
YEAR 2010

COMPARISON OF THE TWO METHODS

FUTURE
LAND USE

- | | |
|-------------------------------------|-------------------------|
| <input type="checkbox"/> | RESIDENT: All |
| <input type="checkbox"/> | Resident: Convicted |
| <input type="checkbox"/> | Resident: Low |
| <input type="checkbox"/> | Resident: Medium |
| <input checked="" type="checkbox"/> | Resident: High |
| COMMUNITY: | |
| <input checked="" type="checkbox"/> | Mixed Use, Commercial |
| <input checked="" type="checkbox"/> | Mixed Use, Commercial - |
| <input type="checkbox"/> | Office |
| <input type="checkbox"/> | Industrial |
| <input type="checkbox"/> | Agribusiness |
| <input type="checkbox"/> | Institutional |
| <input type="checkbox"/> | Education |
| <input checked="" type="checkbox"/> | Public Buildings |
| <input checked="" type="checkbox"/> | Post Office |
| <input type="checkbox"/> | Airport/Gateway |
| <input type="checkbox"/> | Military |
| <input type="checkbox"/> | Religious |
| <input checked="" type="checkbox"/> | Conservation |
| <input checked="" type="checkbox"/> | Recreation |
| <input checked="" type="checkbox"/> | Medical/Health |

County of Monroe
Growth Management Division

Planning & Environmental Resources
Department

2798 Overseas Highway, Suite 410
Marathon, FL 33050
Voice: (305) 289-2500
FAX: (305) 289-2536



Board of County Commissioners

Mayor George Neugent, District 2
Mayor Pro Tem, Heather Carruthers, District 3
Danny L. Kolhage, District 1
David Rice, District 4
Sylvia J. Murphy, District 5

November 14, 2013

Doc# 1962037
Bk# 2663 Pg# 2025

Smith Oropeza, P.L.
Attn: Barton Smith
138-142 Simonton Street
Key West, FL 33040

**RE: LETTER OF DEVELOPMENT RIGHTS DETERMINATION FOR SUNCREST
LANDINGS, LOCATED AT 5176 SUNCREST ROAD, STOCK ISLAND ON
PROPERTY HAVING REAL ESTATE NUMBER 00132680.000000**

This letter is in response to your request for a determination as to the number of dwelling units that were lawfully established and thereby exempt from the Residential Rate of Growth Ordinance (ROGO) permit allocation system on the above-described premises.

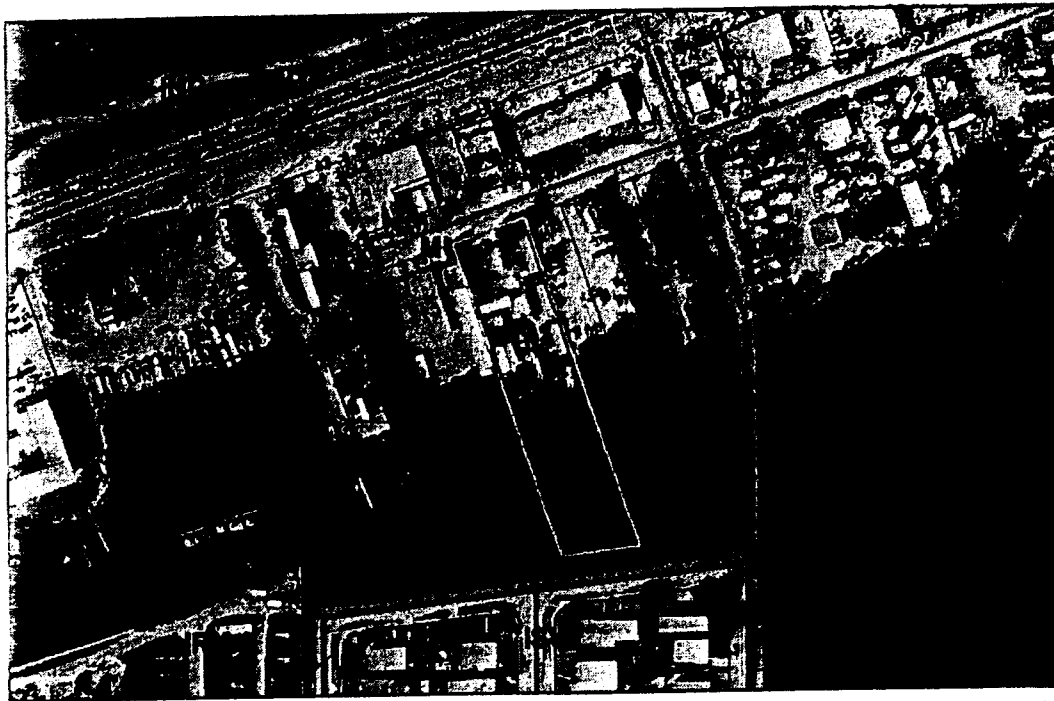
Background Information:

The subject property is located at 5176 Suncrest Road on Stock Island, at approximate mile marker 5 on the Atlantic Ocean side US 1. The existing mobile home park on the property is known as Suncrest Landings.

The property is comprised of one parcel of land. It is legally described as Lots 27 and 28, Suncrest (Plat Book 1, Page 107), Stock Island, Monroe County, Florida, with the parcel currently assessed under real estate (RE) number 00132680.000000.

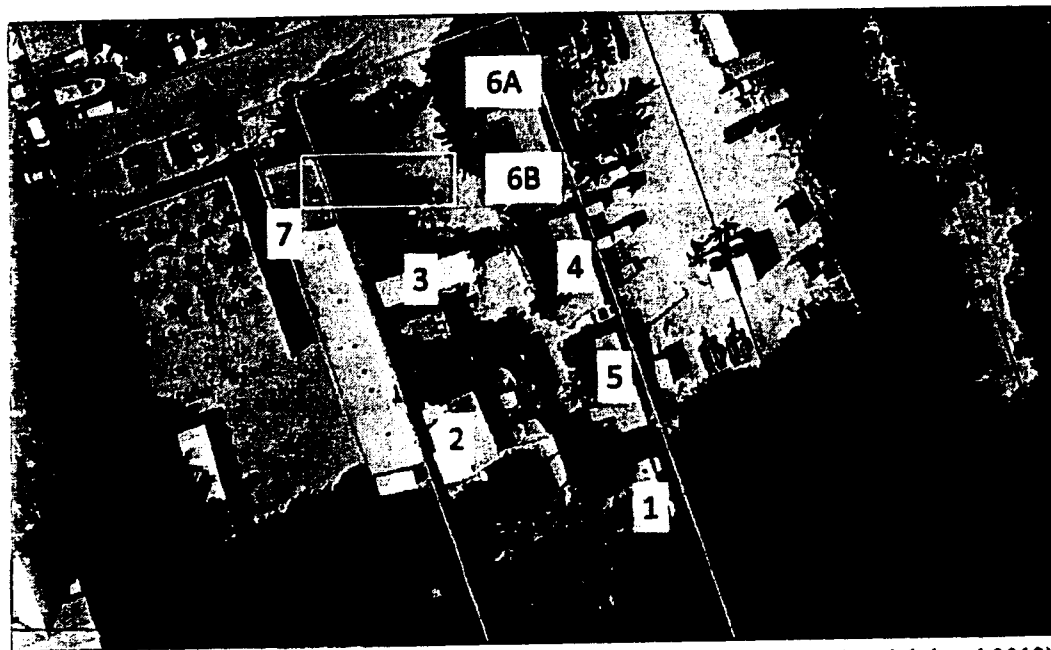
Note: The aforementioned RE number was expanded by aggregation with other parcels by the Monroe County Property Appraiser for the 2006 tax roll. Prior to 2006, the property was assessed under RE #00123460.000000, RE #00132670.000000 (Lot 27) and RE #00132680.000000 (Lot 28).

The property is located partially within the Mixed Use (MU) Land Use (Zoning) District and partially within a Native Area (NA) Land Use (Zoning) District. Consistent with the boundaries of the MU/NA districts, it is within Mixed Use/Commercial (MC) and Residential Conservation (RC) Future Land Use Map (FLUM) categories. Existing residential development is entirely within the MU/MC portion of the site. The following aerial photograph shows the boundaries of the property and the land use districts of the immediate area:



Subject Property with Land Use Districts Overlaid (Aerial dated 2012)

A site visit was conducted by Planning & Environmental Resources Department staff on October 21, 2013. During the site visit, staff observed four (4) single-family mobile homes (Units #2, #3, #4 and #5), one (1) two-family mobile home (Units #6A and #6B) and two (2) recreational vehicles (RVs) (Units #1 and #7). The unit numbers are shown on the following image, as observed on the site visit. Note: Unit #7 was observed on the 2013 site visit, but is not visible in the 2012 aerial.



Subject Property with Unit Numbers (Aerial dated 2012)

Residential Dwelling Units:

The applicant asserts that the 8 residential dwelling units are lawfully-established and thereby exempt from the ROGO permit allocation system.

Pursuant to §138-22(1), the ROGO shall not apply to the redevelopment, rehabilitation or replacement of any lawfully-established residential dwelling unit that does not increase the number of residential dwelling units above that which existed on the site prior to the redevelopment, rehabilitation or replacement. Therefore, owners of land containing residential dwelling units shall be entitled to one unit for each such unit lawfully-established. The planning director shall review available documents to determine if a body of evidence exists to support the existence of units on or about July 13, 1992, the effective date of the original ROGO ordinance. In order to approve an exemption, at least two of the following documents supporting the lawful existence of the residential dwelling unit or space must be found:

Any issued Monroe County building permit(s) supporting the existence of the structure(s) and its use(s) on or about July 13, 1992:

The following building permits are on file in the Building Department's records:

RE# 00132680.000000		
Permit #	Date Issued	Description
A-2152*	03/17/1977	Construct addition to mobile home (Unit #2)
A-2267*	04/14/1977	Install 150 amp electric service and sub feed (Unit #?)
991-2674	11/12/1999	Replace meter can and riser (Unit #?)
101-5181	08-31-2010	Move electric service (Unit #5)
121-1525	4/3/2012	Install sewer connection to 8 trailers
121-4915	12/05/2012	Sewer tie in (Unit #3)
121-4917	12/05/2012	Sewer tie in (Unit #4)
121-4920	12/05/2012	Sewer tie in (Unit #6A)
121-4927	12/05/2012	Sewer tie in (Unit #1)
121-4928	12/05/2012	Sewer tie in (Unit #5)
RE #00123460.000000 (Combined with RE #00132680.000000 in 2006)		
Permit #	Date Issued	Description
None	--	--
RE# 00132670.000000 (Combined with RE #00132680.000000 in 2006)		
Permit #	Date Issued	Description
A-7906	03/02/1981	Install swimming pool
011-3227	09/20/2001	Interior renovations (Unit #?)
021-3171	07/24/2002	Relocate existing 200 amp electric service (Unit #3)

* Also on file with RE #00132670.000000

There is not a building permit(s) on file in the Building Department's records for the construction of the mobile home park and the installation of the original mobile homes.

The building permits on file for other improvements support the existence of a mobile home park. Building Permit #A-2152 approved an addition to a mobile home. Building Permit #011-3227 renovations to a mobile home. Building Permits #A-2267, #991-2674, #101-5181 and #021-3171 approved electric work associated with existing mobile homes.

Building Permits #121-1525, #121-4915, #121-4917, #121-4920, #121-4927 and #121-4928 approved sewer work, which included a sewer connection for 8 trailers and 5 lateral tie-ins to the connection. Concerning the total number of units served by the sewer connection, it should be noted that wastewater-related building permits were expedited at that time and the Planning Department did not review such applications to determine if the development served by the wastewater-related was lawfully established. To clarify this issue, the permit included the following language "THE ISSUANCE OF THIS PERMIT IN NO WAY AUTHORIZES OR RECOGNIZES A LAWFUL DWELLING UNIT ON THIS PARCEL. SEPARATE APPROVAL PROCESS IS REQUIRED FOR ESTABLISHING STATUS OF LAWFUL UNIT (IF APPLICABLE)."

Of importance to the total number of mobile homes in place at the time in which the ROGO was adopted in 1992, the applications for Building Permits #011-3227 and 021-3171 include copies of the same survey of the property from 1991 (by Robert E. Reece, P.A.). The survey shows 6 mobile homes, 5 of which were located in the same location/configuration as the single-family mobile homes and the two-family mobile home observed on the site visit (Units #2, #3, #4, #5, #6A and #6B). In addition, the sixth mobile home on the survey was located in the same location as one of the existing RVs observed on the site visit (Unit #1).

Documentation from the Monroe County Property Appraiser's Office indicating residential use on or about July 13, 1992:

For the parcel currently identified as RE #00132680.000000, the Property Appraiser currently assesses the parcel under a property classification code of 08 (Multifamily less than 10 units). Eight residential buildings are currently attributed to the property.

Monroe County Property Appraiser Data (2013)		
Building #	Year Built	Type / Square footage
#1	1972	R1 (648 SF - 12' x 54')
#2	1972	R1 (444 SF - 12' x 37')
#3	1978	R1 (480 SF - 12' x 40')
#4	1978	R1 (407 SF - 11' x 37')
#5	1978	R1 (240 SF - 8' x 30')
#6	1972	R1 (472 SF - 12' x 40')
#7	1972	R1 (878 SF - approx. 24' x 40')
#8	1955	R1 (189 SF - 14' x 18')

* Note: The Building numbers assigned by the Monroe County Property Appraiser do not correspond with the address numbers, as shown on the image on page 2 of this letter.

** An appraiser note dated 2001 indicates that Building #4 is a "travel trailer" and Building #5 is a "RV"

Two building permit files (011-3227 and 021-3171) included property record cards for RE #00132670.000000 (Lot 27) from 2001 and 2002 respectively. Note: Suncrest Landings had two real estate numbers in the past (00132670.000000 and 00132680.000000). Both the property record cards show only two mobile homes, which, based on location on Lot 27 and size, appear to be Units #2 and #3 (Property Appraiser Buildings #6 and #7 on the preceding table). Unit #7 is located on Lot 27 but was not accounted for on the property record cards.

Aerial photographs and original dated photographs showing the structure(s) existed on or about July 13, 1992:

Aerial photography from January 1984 to 2012 confirms the continuous existence of at least four structures on the property (Units #2, #3, #4, and #5). Other structures were in existence during that timeframe, but are not visible due to obstructing vegetation on the site. As a note, aerial photography can only confirm the number of structures, not the number of dwelling units, in existence at any given time.

Structure	Structure Visible							
	1984	1989	1993	1999	2002	2006	2009	2012
Unit 1		X		X		X	X	X
Unit 2	X	X	X	X	X	X	X	X
Unit 3	X	X	X	X	X	X	X	X
Unit 4	X	X	X	X	X	X	X	X
Unit 5	X	X	X	X	X	X	X	X
Unit 6		X	X	X	X	X	X	X
Unit 7								

Residential county directory entries on or about July 13, 1992:

No residential county directory entries were provided for review.

Rental, occupancy or lease records, on or about July 13, 1992, indicating the number, type and term of the rental or occupancy:

No rental, occupancy or lease records were provided for review.

State and/or County licenses, on or about July 13, 1992, indicating the number and types of rental units:

No State or county licenses were provided for review.

Documentation from the utility providers indicating the type of service (commercial or residential) provided and the number of meters in existence on or about July 13, 1992:

The applicant submitted thirteen electrical connect orders from between 1957 and 1988. A letter from the Florida Keys Aqueduct Authority was submitted showing 10 accounts were established between 1950 and 1963. It is unclear as to where these electric and water meters were located.

Note: Water and electric service were likely provided at times earlier than the aforementioned dates; however records confirming/supporting such were not provided.

Similar supporting documentation not listed above as determined suitable by the planning director:

Site visits were conducted by Planning & Environmental Resources Department staff on October 15, 2013 and October 21, 2013. Staff observed 5 mobile homes and 2 recreational vehicles, with one of the mobile homes being a duplex with symmetrical design and each unit having a kitchen, bathroom and bedroom.

The 1988 Monroe County Mobile Home Study indicates 5 mobile homes were observed on the property at that time. However, it should be noted that the surveyor's objective was to obtain a county-wide estimate of mobile homes and recreational vehicles, not necessarily an exact total, and the surveyor may not have been authorized to enter the private property to get an accurate account on the subject property.

Lawful Determination:

Based on a review of the records associated with the subject property, the Planning & Environmental Resources Department has determined that seven (7) permanent residential dwelling units were lawfully-established on the subject property and their replacement would thereby be exempt from the ROGO permit allocation system.

In the application, it is asserted that 8 mobile homes (permanent residential dwelling units) were lawfully established. This total corresponded to the total number of dwelling units observed by staff during the site visits. But regardless of the existing total, in order to provide a ROGO exemption for a given dwelling unit, the planning director shall review available documents to determine if a body of evidence exists to support the lawful existence of the dwelling unit on or about July 13, 1992, the effective date of the original ROGO ordinance.

Although there are not any building permits on file for the installation of the existing mobile homes and recreational vehicles, there is consistent evidence supporting the existence of 7 permanent residential dwelling units (Units #1, #2, #3, #4, #5, #6A and #6B). There are at least two pieces of evidence supporting each of these dwelling units as lawful. However, there is no documentation on file that supports the existence of Unit #7 in 1992, nonetheless its lawful existence.

Conversely, the information on file indicates that Unit #7 was recently introduced to the site without the benefit of a permit. Unit #7 is not shown or identified in the 1991 survey included with Building Permits #011-3227 and 021-3171, it is not visible in any aerial photographs and it is not accounted for on past property record cards for Lot 27. Further, RVs have not been

permitted in the MU district since its inception in 1986. In addition, it is important to note that an additional RV space could not have been permitted on the site from 1996 to present due the transient moratorium. Therefore, Staff has found that Unit #7 was not lawfully established and is thereby not exempt from the ROGO permit allocation system. [Note: records indicate that the second RV, Unit #1, was installed prior to 1986].

* * * * *

This letter does not provide any vesting to existing regulations and the replacement dwelling units and any new accessory structures must be built in compliance with all applicable regulations of the Monroe County Code and Comprehensive Plan at the time of development approval. Furthermore, if the exempted development is not replaced, but substantially improved as defined in the Monroe County Code, such development must be brought into compliance with all applicable regulations.

You may appeal decisions set forth in this letter. The appeal must be filed with the County Administrator, 1100 Simonton Street, Gato Building, Key West, FL 33040, within thirty (30) calendar days from the date of this letter. In addition, please submit a copy of your application to the Planning Commission Coordinator, Monroe County Planning & Environmental Resources Department, 2798 Overseas Hwy, Suite 410, Marathon, FL 33050.

We trust that this information is of assistance. If you have any questions regarding the contents of this letter or if we may further assist you with your project, please feel free to contact our Marathon office at (305) 289-2500.

Sincerely,



Townsley Schwab, Senior Director of Planning & Environmental Resources

Doc# 1962037
Bk# 2663 Pg# 2032



Commercial Contract

1. PARTIES AND PROPERTY: Singh Investors, LLC ("Buyer")

2. agrees to buy and Singhcrest Landing, LLC ("Seller")

3. agrees to sell the property to Street Address 5175 Sunset Road, South Stock Island, Key West,

4. Florida 33040

5. Legal Description Lots 27 - 28, Singhcrest, Stock Island, 95'-107' and adjacent bay bottom

6. and the following Personal Property 7 mobile homes (VINs 8G4583222, 5179012, 5179017, 5179018, 5179015, 7802177, 9100565)

7. (a) collectively referred to as the "Property" on the terms and conditions set forth below

8. 2. PURCHASE PRICE:

9. (a) Deposit held in escrow by Smith Group, P.L. ("Escrow Agent")

10. Escrow Agent's address 10000 Sunset Blvd, Suite 1000, Miami, FL 33140

11. (b) Additional deposit to be made to Escrow Agent within 15 days after Effective Date

12. (c) Additional deposit to be made to Escrow Agent within days after Effective Date

13. (d) Total Purchase Price Paragraph 5

14. (e) Other

15. (f) All deposits will be credited to the purchase price at closing. Balance to close, subject to adjustments and provisions, to be paid with locally drawn cashiers or official bank checks to wire transfer

16. 3. TIME FOR ACCEPTANCE, EFFECTIVE DATE, COMPUTATION OF TIME: Unless this offer is signed by Seller and Buyer and an executed copy delivered to all parties on or before 1 day, this offer will be withdrawn and the Buyer's deposit, if any, will be returned. The time for acceptance of any counter offer will be 3 days from the date the counter offer is delivered. The "Effective Date" of this Contract is the date on which the first one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter offer.

17. Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays. Any time period ending on a Saturday, Sunday, or national legal holiday will extend until 5:00 p.m. of the next business day. Time is of the essence in this Contract.

18. 4. CLOSING DATE AND LOCATION:

19. (a) Closing Date: This transaction will be closed on or before 12/09/10 (Closing Date), unless modified by extended by other provisions of the Contract. The Closing Date will prevail over all other time periods including, but not limited to, financing and due diligence periods. In the event insurance underwriting is suspended on Closing Date and Buyer is unable to obtain property insurance, Buyer may postpone closing up to 5 days after the insurance underwriting suspension is lifted.

20. Buyer [Signature] and Seller [Signature] acknowledge receipt of a copy of this contract, which is a legal document.

(b) Location: Closing will take place in Monroe County, Florida (if left blank, closing will take place in the county where the property is located.) Closing may be conducted by mail or electronic means.

3. THIRD PARTY FINANCING:

BUYER'S OBLIGATION: Within 15 days (5 days if left blank) after Effective Date, Buyer will apply for third party financing in an amount not to exceed 90 % of the purchase price or \$ 100,000 with a fixed interest rate not to exceed 10 % per year with an initial variable interest rate not to exceed 10 %, with points or commitment or loan fees not to exceed 5 % of the principal amount, for a term of 30 years, and amortized over 30 years, with additional terms as follows:

Buyer will timely provide any and all credit, employment, financial and other information reasonably required by any lender. Buyer will use good faith and reasonable diligence to (i) obtain Loan Approval within 15 days (45 days if left blank) from Effective Date (Loan Approval Date), (ii) satisfy terms and conditions of the Loan Approval, and (iii) close the loan. Buyer will keep Seller and Broker fully informed about loan application status and authorizes the mortgage broker and lender to disclose all such information to Seller and Broker. Buyer will notify Seller immediately upon obtaining financing or being rejected by a lender. CANCELLATION: If Buyer, after using good faith and reasonable diligence, fails to obtain Loan Approval by Loan Approval Date, Buyer may within 15 days (3 days if left blank) deliver written notice to Seller stating Buyer either waives this financing contingency or cancels this Contract. If Buyer does neither, then Seller may cancel this Contract by delivering written notice to Buyer at any time thereafter. Unless this financing contingency has been waived, this Contract shall remain subject to the satisfaction, by closing, of those conditions of Loan Approval related to the Property. DEPOSIT(S) (for purposes of Paragraph 5 only): If Buyer has used good faith and reasonable diligence but does not obtain Loan Approval by Loan Approval Date and thereafter either party elects to cancel this Contract as set forth above or the lender fails or refuses to close on or before the Closing Date without fault on Buyer's part, the Deposit(s) shall be returned to Buyer, whereupon both parties will be released from all further obligations under this Contract, except for obligations stated herein as surviving the termination of this Contract. If neither party elects to terminate this Contract as set forth above or Buyer fails to use good faith or reasonable diligence as set forth above, Seller will be entitled to retain the Deposit(s) if the transaction does not close.

5. TITLE: Seller has the legal capacity to and will convey marketable title to the Property by ☒ statutory warranty deed ☐ other free of liens, easements and encumbrances of record or known to Seller, but subject to property taxes for the year of closing; covenants, restrictions and public utility easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be subject)

provided there exists at closing no violation of the foregoing and none of them prevents Buyer's intended use of the Property as residential

(a) Evidence of Title: The party who pays the premium for the title insurance policy will select the closing agent and pay for the title search and closing services. Seller will, at (check one) ☐ Seller's ☒ Buyer's expense and within 15 days ☐ after Effective Date ☒ or at least 45 days before Closing Date deliver to Buyer (check one) ☒ (i) a title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by Seller at or before Closing and, upon Buyer recording the deed, an owner's policy in the amount of the purchase price for fee simple title subject only to exceptions stated above. If Buyer is paying for the evidence of title and Seller has an owner's policy, Seller will deliver a copy to Buyer within 15 days after Effective Date, ☐ (ii) an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to Seller, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy exceptions and an update in a format acceptable to Buyer from the policy effective date and certified to Buyer or Buyer's closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to Seller then (i.) above will be the evidence of title.

(b) Title Examination: Buyer will, within 15 days from receipt of the evidence of title deliver written notice to Seller of title defects. Title will be deemed acceptable to Buyer if (1) Buyer fails to deliver proper notice of defects or

Buyer JAS and Seller JS acknowledge receipt of a copy of this page, which is Page 2 of 3 Pages.

Buyer delivers proper written notice and Seller cures the defects within _____ days from receipt of the notice ("Cure Period"). If the defects are cured within the Cure Period, closing will occur within 10 days from receipt of Buyer's notice of such curing. Seller may elect not to cure defects if Seller reasonably believes any defect cannot be cured within the Cure Period. If the defects are not cured within the Cure Period, Buyer will have 10 days from receipt of notice of Seller's refusal to cure the defects to elect whether to terminate this Contract or to proceed to closing subject to existing defects and close the transaction without resolution of the above cure.

(ii) Seller shall check applicable provisions below:

1. If Seller will, within 10 days from Effective Date, deliver to Buyer copies of prior surveys, plans, specifications, and engineering documents, if any, and the following documents relevant to the transaction:

_____ (hereinafter "Seller's Documents") which show or currently existing conditions. In the event the Seller's Documents are a true and correct copy of the documents provided by Seller, an affidavit to Buyer within 10 days from the date the Contract is entered into.

2. Buyer will, at Seller's expense and within the time period allowed to deliver and examine the documents, obtain a current certified survey of the Property from a registered surveyor. If the survey reveals encroachments on the Property or that the improvements encroach on the lands of another, (i) Buyer will accept the Property with existing encroachments, if such encroachments will constitute a title defect to be cured within the Cure Period.

(iii) Buyer and Seller warrant that the Property accurately has, appears and agrees

1. **WARRANTY CONDITION.** Seller will use the Property to Buyer at the time agreed in the contract, in a condition, ordinary wear and tear exception, and will maintain the landscaping and grounds in a comparable condition. Seller warrants to warrant at or better than market value of the Property in the event that the condition of the Property has materially changed since the expiration of the Due Diligence Period. Buyer may elect to terminate the Contract and receive a refund of any cash deposits paid, plus interest, if applicable, by accepting the Property and if Buyer is not satisfied with the condition of the Property, or any defects in the Property, or lack of (i) or (ii).

(iv) (a) As for Buyer has accepted the Property or waived any right to inspect and accept the Property in its current condition.

(b) **Due Diligence Period.** Buyer will, at Buyer's expense and within 30 days from Effective Date "Due Diligence Period" determine whether the Property is suitable in Buyer's plan and acceptable for Buyer's intended use and development of the Property as specified in Paragraph 1.3. During the Due Diligence Period, Buyer may conduct any tests, and tests, surveys and investigations and "inspections" which Buyer deems necessary to determine to Buyer's satisfaction the Property's environmental, physical, technical, environmental, production, zoning and zoning restrictions, flood plain designation and flood stage, subdivision regulations, soil and grade, availability of services to public roads, water, and other utilities, consistency with local, state and regional growth management and comprehensive land use plans, availability of permits, governmental approvals and licenses, compliance with American with Disabilities Act, existence of encroachments, soil and ground water contamination, and other conditions that Buyer deems appropriate to determine the suitability of the Property for Buyer's intended use and development. Buyer will deliver written notice to Seller prior to the expiration of the Due Diligence Period of Buyer's determination of whether or not the Property is acceptable. Buyer's failure to comply with this notice requirement will constitute acceptance of the Property in its present condition. Seller grants to Buyer, its agents, contractors and assigns the right to enter the Property at any time during the Due Diligence Period for the purpose of conducting inspections, provided, however, that Buyer, its agents, contractors and assigns enter the Property and conduct inspections at their own risk. Buyer will indemnify and hold Seller harmless from losses, damages, costs, and the cost of protection of any persons, including attorneys' fees at all levels, and from liability in any manner, arising from the conduct of any and all inspections or any work authorized by Buyer. Buyer will not engage in any activity that could result in a material claim being filed against the Property without Seller's prior written consent. In the event the transaction does not close, (i) Buyer will release all damages to the Property resulting from the inspections and remain the Property in the condition it was in prior to conduct of the inspections, and (ii) Buyer will, at Buyer's expense released to Seller all reports and other work generated as a result of the inspections. Seller Buyer delivers timely notice that the Property is not acceptable. Seller agrees that Buyer's copies will be immediately returned to Buyer and the Contract terminated.

(v) **Buyer's Acceptance.** Buyer will, on the day of the closing of the transaction, accept the Property as it is, and

and *[Signature]* _____

SELLER: _____
BY: _____
DATE: _____

1. Seller, pursuant to a "walk-through" inspection of the Property to determine compliance with the paragraph and to ensure that all Property is in the premises.

2. **OPERATION OF PROPERTY DURING CONTRACT PERIOD:** Seller will continue to operate the Property, and all business conducted on the Property in the manner operating prior to Contract and will take no action that would adversely affect the Property, tenants, workers or business. Any Any changes, such as leasing vacant space, and materials, within the Property or Buyer's intended use of the Property will be submitted X only with Buyer's consent.

3. **AS IS SELLER ASSUMES:** Unless otherwise specified or stated herein, Seller's procedure shall be in accordance with the norms where the Property is located.

(a) **Construction and Occupancy:** Seller will deliver possession and occupancy of the Property to Buyer at Closing. Seller will provide keys, remote control, and any security or access system necessary to operate all locks, mailboxes, and security systems.

(b) **Records:** Buyer will pay Buyer's attorney's fees, costs and recording fees on notes, mortgages and financing statements and recording fees for the deed. Seller will pay Seller's attorney's fees, costs on the deed and recording fees for documents needed to make the deed. If Seller is obligated to a mortgage or other financial institution, Seller will pay the mortgage proceeds to satisfy the mortgage.

(c) **Documents:** Seller will provide the deed, bill of sale, mechanicals for official registration of the deed, and any other documents that will be required by Buyer after the Closing Date and after the deed is recorded. Seller will provide each of them at the time of the deed of the Property and, if applicable, the deed of the Property and any assigned warranties or endorsements received or sold by Seller from any third party. Seller will provide all documents, including all documents, in connection with the Property, current copies of the condominium documents, including all documents, assignments of lease, updated rent roll, tenant and landlord agreement, tenant information, non-disturbance and other documents (NDA's) required by the Buyer or Buyer's lender. Seller will provide all permits and licenses, certificates, and letters notifying tenants of the change in ownership. If any tenant refuses to execute an assignment letter, Seller will notify that information regarding the tenant's lease is correct. If Seller is an entity, Seller will deliver a resolution of its Board of Directors authorizing the sale and delivery of the deed and notification by the appropriate party notifying the resolution and setting forth facts showing the conveyance conforms to the requirements of local law. Seller will transfer security deposits to Buyer. Buyer will provide the closing statement, mortgages and notes, security agreements, and financing statements.

(d) **Taxes and Prorations:** Seller will pay all taxes, including property taxes or any other taxes on the Property, and payments incurred by Buyer, including, but not limited to, real estate taxes, recording fees, mortgage payments, and other taxes, and recording expenses will be prorated through the day before closing. If the amount of taxes for the current year cannot be ascertained, taxes for the previous year will be used with any adjustments being made for overpayments and overpayments. Any tax extension period on the mortgage will, at request of Buyer, be extended to the date of the closing of the Property.

(e) **Special Assessment:** Seller, confirmed, and agreed special assessment, and as of the Closing Date will be paid by Seller. If a certified, confirmed, and agreed special assessment is payable on the Property, Seller will pay all installments due and payable on or before the Closing Date, with any installment for any period extending beyond the Closing Date included, and Buyer will assume all installments that become due and payable after the Closing Date. Buyer will be responsible for all assessments of any kind which become due and payable after Closing Date, unless an improvement is substantially completed as of Closing Date. If an improvement is substantially complete as of the Closing Date but has not resulted in a lien before closing, Seller will pay the amount of the last estimate of the assessment. This subsection applies to special assessment liens imposed by a public body and does not apply to condominium association special assessments.

(f) **Foreign Investment in Real Property Tax Act (FIRPTA):** If Seller is a "foreign person" as defined by FIRPTA, Seller and Buyer agree to comply with Section 1445 of the Internal Revenue Code. Seller and Buyer will jointly and severally, and deliver to each other any information, advice, or assistance reasonably necessary to comply with the FIRPTA requirements, including the filing of any respective federal tax returns and information returns.

10. **Escrow Agency Expenses:** In the closing agent, if Buyer does not pay sufficient cash at closing to meet the escrow agency's requirements, Seller will deliver to Buyer at closing the additional cash necessary to satisfy the requirements.

11. **ESCROW AGENT:** Seller and Buyer authorize Escrow Agent or Closing Agent (collectively "Agent") to receive, deposit, and hold funds and other property in escrow and, subject to collection, deliver them in accordance with the terms of this Contract. The parties agree that Agent will not be liable to any person for non-delivery of escrowed funds to Seller or Buyer, unless the non-delivery is due to Agent's willful breach of this Contract or gross negligence. If Agent has doubt as to Agent's duties or obligations under this Contract, Agent may, at Agent's option, (a) hold the escrowed items until the parties mutually agree to its disbursement or until a court of competent jurisdiction or arbitrator determines the rights of the parties or (b) deposit the escrowed items with the clerk of the court having jurisdiction over the matter and file an action in rem. Upon notifying the parties of such action, Agent will be released from all liability except for the duty to account for items previously delivered out of escrow. If Agent is a licensed real estate broker, Agent will comply with Chapter 475, Florida Statutes. In any suit in which Agent is interpleaded the escrowed items or is made a party because of acting as Agent hereunder, Agent's attorney's fees and costs incurred, with such amounts to be paid from and out of the escrowed items and be charged and awarded as court costs in favor of the prevailing party.

12. **CURE PERIOD:** Prior to any claim for default being made, a party will have an opportunity to cure any alleged default. In any suit to enforce this Contract, the other party will cure any alleged default in the non-breaching party's possession of the non-breaching party. The non-breaching party will have 10 days (10 calendar days) after the delivery of such notice to cure the non-breaching party. Notices and cures shall not apply to claims to close.

13. **RETURN OF DEPOSIT:** Unless otherwise specified in the Contract, in the event any provision of this Contract is found not to be Buyer's intent, given any required notice regarding the condition having not been met, Buyer's deposit will be returned in accordance with applicable law and regulations.

14. DEFAULT

(a) In the event the sale is not closed due to any default or failure on the part of Seller other than failure to make the title marketable after diligent effort, Buyer may either (1) receive a refund of Buyer's deposit(s) or (2) seek specific performance. If Buyer elects a deposit refund, Seller will be liable to Broker for the full amount of the Brokerage fee.



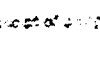
(b) In the event the sale is not closed due to any default or failure on the part of Buyer, Seller may either (1) retain the deposit(s) paid or agreed to be paid by Buyer as agreed upon liquidated damages, consideration for the execution of this Contract, and a full settlement of any claims, upon which this Contract was entered into; or (2) seek specific performance. If Seller retains the deposit, Seller will pay the Brokerage fee in Paragraph 14.1 for the full amount of the deposit(s) paid or agreed to be paid by Buyer (to be split equally among the Brokers) up to the full amount of the Brokerage fee. If Buyer fails to timely provide a check as required by the Contract, Seller may either (1) terminate the Contract and seek the remedy provided in the Contract or (2) proceed with the Contract without waiting any remedy for Buyer's default.

15. **ATTORNEY'S FEES AND COSTS:** Any claim or controversy arising out of or relating to this Contract, or the provisions hereof, which for purposes of this provision will include Buyer, Seller and Broker, will be awarded reasonable attorney's fees, costs, and expenses.

16. **NOTICES:** All notices will be in writing and may be delivered by mail, overnight courier, personal delivery, or electronic means. Parties agree to send all notices to addresses specified on the signature page(s). Any notice, document, or item given by or delivered to an attorney or real estate licensee (including a transaction broker) representing a party will be as effective as if given by or delivered to that party.

17. DISCLOSURES:

(a) **Commercial Real Estate Sales Commission (CRESA) Act:** The Florida Commercial Real Estate Sales Commission has an interest in the fact that a broker has a lien upon the commission from the sale of commercial real estate. Any commission earned by the broker shall be subject to the lien of the CRESA Act.

Buyer:  Seller:  Broker: 

11 proceeds is a lien upon personal property which attaches to the owner's net proceeds and does not attach to any
12 interest in real property. This lien right cannot be waived before the commission is earned.

13 (3) Special Assessment Liens Imposed by Public Body: The Property may be subject to special
14 assessment lien(s) imposed by a public body. (A public body includes a Community Development District.) Such
15 liens, if any, shall be paid as set forth in Paragraph 9(c).

16 (c) Radon Gas: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in
17 sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that
18 exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon
19 and radon testing may be obtained from your county public health unit.

20 (4) Energy-Efficiency Rating Information: Buyer acknowledges receipt of the information brochure required by
21 Section 552.055, Florida Statutes.

22 17. RISK OF LOSS:

23 (a) If, after the Effective Date and before closing, the Property is damaged by fire or other casualty, Seller will bear
24 the risk of loss and Buyer may cancel this Contract without liability and the deposit(s) will be returned to Buyer.
25 Alternatively, Buyer will have the option of purchasing the Property at the agreed upon purchase price and Seller
26 will credit the deductible, if any, and transfer to Buyer in closing any insurance proceeds, or Seller's claim to any
27 insurance proceeds payable for the damage. Seller will cooperate with and assist Buyer in collecting any such
28 proceeds. Seller shall not assert any insurance claim for damage caused by casualty without the consent of the
29 Buyer.

30 (b) If, after the Effective Date and before closing, any part of the Property is taken in condemnation or under the
31 right of eminent domain, or proceedings for such taking will be pending or threatened, Buyer may cancel this
32 Contract without liability and the deposit(s) will be returned to Buyer. Alternatively, Buyer will have the option of
33 purchasing what is left of the Property at the agreed upon purchase price and Seller will transfer to the Buyer at
34 closing the proceeds of any award, or Seller's claim to any award payable for the taking. Seller will cooperate with
35 and assist Buyer in collecting any such award.

36 18. ASSIGNABILITY; PERSONS BOUND: This Contract may be assigned to a related entity, and otherwise ☐ is
37 not assignable ☒ is assignable. If this Contract may be assigned, Buyer shall deliver a copy of the assignment
38 agreement to the Seller at least 5 days prior to Closing. The terms "Buyer," "Seller" and "Broker" may be singular or
39 plural. This Contract is binding upon Buyer, Seller and their heirs, personal representatives, successors and assigns
40 (if assignment is permitted).

41 19. MISCELLANEOUS: The terms of this Contract constitute the entire agreement between Buyer and Seller.
42 Modifications of this Contract will not be binding unless in writing, signed and delivered by the party to be bound.
43 Signatures, initials, documents referenced in this Contract, counterparts and written modifications communicated
44 electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or
45 typewritten terms inserted in or attached to the Contract prevail over printed terms. If any provision of this Contract
46 or its amendments is invalid or unenforceable, all remaining provisions will continue to be fully effective. This Contract will be
47 governed under Florida law and will not be recorded in any public records.

48 20. BROKERS: Neither Seller nor Buyer has used the services of, or for any other reason made compensation to,
49 an unlicensed real estate Broker other than:

50 (a) Seller's Broker: none

51 (b) Buyer's Broker: _____ (Company Name) _____ (Last Name)
52 _____ (Address, including P.O. Box)
53 _____ (City, State, and Zip)

54 who ☐ is a single agent ☐ is a transaction broker ☐ has no brokerage relationship and who will be compensated
55 by ☐ Seller ☐ Buyer ☐ both parties pursuant to ☐ a listing agreement and ☐ other (specify) _____

56 21. Buyer _____ and Seller _____ hereby agree to sign a copy of this page, which is Page 2 of 3 Pages.

[illegible]

May 30, 2013

Doc# 1962037
Bk# 2663 Pg# 2040

I hereby authorize Barton W. Smith, Esq. of Smith Oropeza, P.L. be listed as authorized agent
(Name of Agent)

for Summerland Palms Investors, LLC, Oceanside Investors, LLC and Singh Investors, LLC for the
application submittal for

(Name of Property Owner(s) the Applicant(s))

Key (island): Summerland

Real Estate numbers: Summerland Palms Investors, LLC:

00194741-000100	00194741-000200	00194741-000300
00194741-000400	00194741-000500	00194741-000600
00194741-000700	00194741-000800	00194741-000900
00194741-001000	00194741-001100	00194741-001200
00194741-001400	00194741-001500	00194741-001600
00194741-001700	00194741-001800	00194741-001900
00194741-002000	00194741-002100	00194741-002200

Key (island): Stock Island

Real Estate numbers: Oceanside Investors, LLC

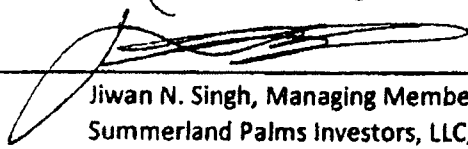
00127420-000000	00127420-000100
-----------------	-----------------

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 liabilities involved in the granting of this agency and accepts full responsibility (thus holding Monroe County harmless) for any and all of the actions of the agent named, related to the acquisition of approvals/permits for the aforementioned applicant.

Note: Authorization is needed from each owner of the subject property. Therefore, one or more authorization forms must be submitted with the application if there are multiple owners.

Property Owner(s) Signature



Jiwan N. Singh, Managing Member
Summerland Palms Investors, LLC,
Oceanside Investors, LLC,
Singh Investors, LLC

NOTARY:
STATE OF FLORIDA
COUNTY OF MONROE

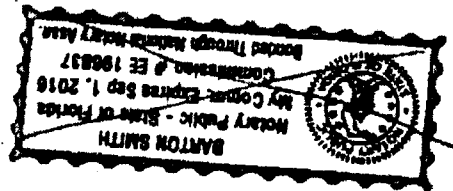
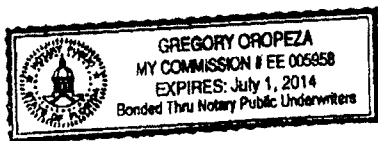
The foregoing instrument was acknowledged before me this 30th day of May, 2013.

Jiwan N. Singh is _____ personally known X produced identification

(_____ Type of Identification), did / did not take an oath.



Notary



September 5, 2013

I hereby authorize Barton W. Smith, Esq. be listed as authorized agents
(Name of Agent)

for Suncrest Landing, LLC for the application submittal for
(Name of Property Owner(s) the Applicant(s))

Property described as 5176 Suncrest Road, South Stock Island, Key West, Florida 33040

Key (island): Stock Island

and Real Estate number: 00132680-000000.

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 liabilities involved in the granting of this agency and accepts full responsibility (thus holding Monroe County harmless) for any and all of the actions of the agent named, related to the acquisition of approvals/permits for the aforementioned applicant.

Note: Authorization is needed from each owner of the subject property. Therefore, one or more authorization forms must be submitted with the application if there are multiple owners.

Property Owner(s) Signature

Sam Holland

Sam Holland, as its Manager

NOTARY:

STATE OF FLORIDA

COUNTY OF MONROE

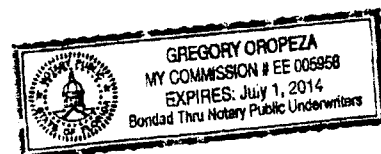
The foregoing instrument was acknowledged before me this 9th day of September, 2013.

September is ☒ personally known _____ produced identification

(_____ Type of Identification), did / did not take an oath.

Gregory Oropeza

Notary



September 30, 2013

I hereby authorize Barton W. Smith, Esq. be listed as authorized agents
(Name of Agent)

for Coco Palms Developers, LLC for the application submittal for
(Name of Property Owner(s) the Applicant(s))

Property described as Lot: 30, Sacarma Plat Book 2-48 of Cudjoe Key

Key (island): Cudjoe Key

and Real Estate number: 00174960-000000.

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 liabilities involved in the granting of this agency and accepts full responsibility (thus holding Monroe County harmless) for any and all of the actions of the agent named, related to the acquisition of approvals/permits for the aforementioned applicant.

Note: Authorization is needed from each owner of the subject property. Therefore, one or more authorization forms must be submitted with the application if there are multiple owners.

Property Owner(s) Signature

Iwan Singh, Manager

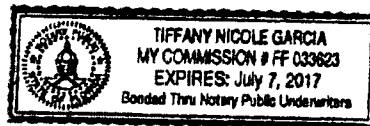
NOTARY:
STATE OF FLORIDA
COUNTY OF MONROE

The foregoing instrument was acknowledged before me this 30th day of September, 2013.

Iwan Singh is _____ personally known ☒ produced identification

Id _____ Type of Identification), did / did not take an oath.

Tiffany Nicole Garcia
Notary



Doc# 1962037
BKN 2663 Pgm 2044

5/30/2013

DESIGN DATA:

Project: Oceanside Resort and Marina
5950 Peninsular Avenue
Key West, Florida 33040

Owner/Developer: Oceanside Investors, LLC
P.O. Box 2039
Key West, Florida 33045

GENERAL INFORMATION:

	SF	AC
Future Land Use Map: MC (Mixed Use Commercial)		
Land Use: MU (Mixed Use)		
Tier Designation: Tier III		
Gross Acres: 19.84 AC		
Net Acres: 11.18 AC		
Dwelling Units: 78		
Hotel Rooms: 5		
Restaurant: 3859 SF		
Miscellaneous Other: (Lobby/Offices/Marina Store/Dockmaster		
Fitness Center/Bath House/Maintenance/Housekeeping/Watersports: 15400 SF	15400	0.35
Wet Slips: 106 Existing Permitted Slips & 8 Existing Slips To Be Permitted		
Parking Required: 262		
Parking Provided: 262 (207 Standard, 7 HCP, 48 Scooter)		

IMPERVIOUS/PERVIOUS DATA:

UPLAND AREA

	SF	AC
Gross Acres	864,230	19.84
Submerged Acres	377,230	8.66
Total Upland Acres	487,001	11.18

LOT COVERAGE BY STRUCTURES

	SF	AC
Unit/Hotel	42954	
Restaurant/Lobby/Offices	9425	
	1433	
Marina Store & Dockmaster	86	
Gate House	1000	
Bath House	1500	
Maintenance & Fitness Center	1200	
Housekeeping	540	
Watersports	21924.98	
Existing Boat House	23732.69	
Existing Southern Condos	103795.67	2.38
Total Lot Coverage By Structures		

LOT COVERAGE BY ROADS, WALKWAYS & POOLS

	SF	AC
Roads/Parking 118,237.49 SF	118237.49	
Pools/Plaza 13532.79 SF	13532.79	
Sidewalks 13,532.63	23769.63	
Misc Concrete (Dumpster Pad, Retaining Wall, & Curbing) 4730.83 SF	4730.84	
Land Piers (Existing) 38002.7 SF	38002.7	
Total Lot Coverage By Roads, Walkways & Pools 19873.44 SF (4.552 AC)	198273.5	4.55

IMPERVIOUS/PERVIOUS PERCENTAGE

	SF	AC
Total Upland Acres	487001	
Total Impervious Acres	301219	
Impervious Percentage of Site	61.85%	
Total Open Space Acres	185781.77	4.26
Open Space Percentage of Site	38.15%	
Open Space Required	20%	

REQUIRED LANDSCAPE BUFFER YARDS

Major Street Buffer-No Major Streets
Street Tree Requirement- Peninsular Ave 650 LF / 100 = 7 Trees
MU Abutting URM- Type C 10' Bufferyard
MU Abutting MU- Not Applicable

REQUIRED PARKING LANDSCAPE

Parking Lot- Class C Parking Lot Landscaping

PARKING CALCULATIONS:

	NIGHT (12-6 am)	WEEKDAY (9am - 4pm)	WEEKDAY (6am - 12am)	WEEKEND (9am - 4pm)	WEEKEND (6pm - 12am)
Marina (86 spaces*)					
Multiplier	0.05	0.7	0.1	1	0.2
Spaces	4.3	60.2	8.6	86	17.2
Residential (156 spaces)					
Multiplier	0.1	0.6	0.9	0.8	0.9
Spaces	15.6	93.6	140.4	124.8	140.4
Hotel (5 spaces needed)					
Multiplier	0.75	0.75	1	0.75	1
Spaces	2.25	2.25	3	2.25	3
Office/Industrial (6.1 spaces)					
Multiplier	0.05	1	0.1	0.1	0.05
Spaces	0.305	6.1	0.61	0.61	0.305
Drinking/Entertainment (23.8 spaces)					
Multiplier	0.1	0.4	1	0.8	1
Spaces	5.4	21.6	54	43.2	54
Commercial (5.22)					
Multiplier	0.05	0.6	0.9	1	0.7
Spaces	0.261	3.132	4.698	5.22	3.654
Total Needed	28.116	186.882	211.308	262.08	218.559

* 65 spaces per existing marina agreement, 13 per 52 dry barn slips (.25 spots per slip), and 8 existing unpermitted slips to be permitted(1 space per slip)

5/30/2013

DENSITY/INTENSITY TABLE:

Project: Oceanside Resort and Marina
5950 Peninsular Avenue
Key West, Florida 33040

Owner/Developer: Oceanside Investors, LLC
P.O. Box 2039
Key West, Florida 33045

Acreage	Acre	Square Feet
11.18	43560	487000.8

Land Use	FAR / Density	Size of Site (upland)	Max Allowed	Proposed	Potential Used
Commercial Retail (low-intensity)	0.35	487000.8	170,450	1973	0.011575223
Office	0.4	487000.8	194,800		
Light Industry	0.3	487000.8	146,100		
Hotels	10/ AC (allocated)		111.8	5	0.044722719
Residential	12/ BAC (max Net)	11.18 ac * 8 8.944	107.328	100	0.931723315
			Total		0.988021258

Project's Required TDRs = (0.1157522*107.328)+100

101.24

Property's Existing TDRs = 11.18 allocated + 18.31 TDRs

29.49

TDRs Required

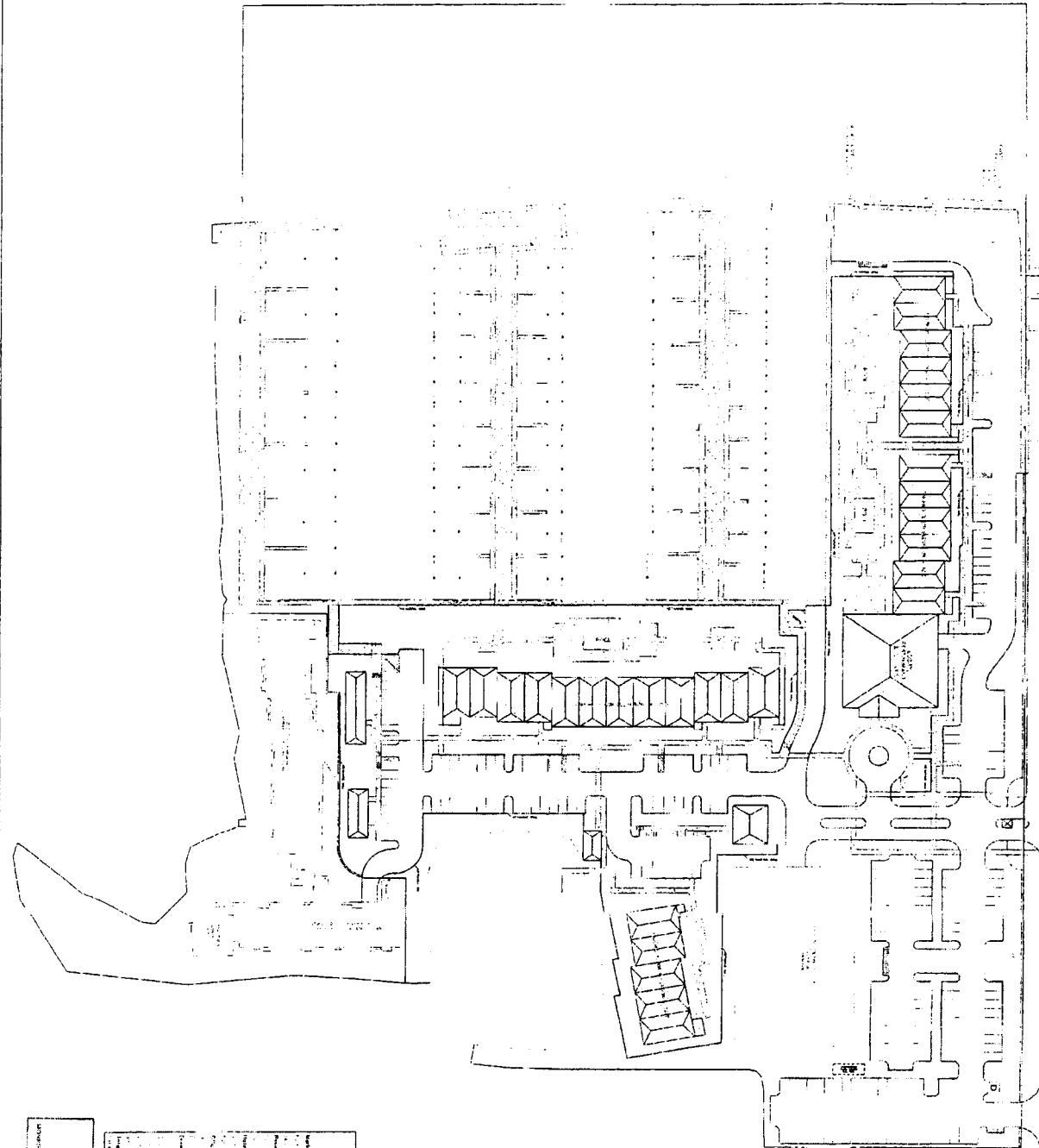
71.75

Atlas TDRs

32

TDRs Required to be Transferred

40



DESIGNED BY
MICHAEL J. MICHAELSON
ARCHITECT
1001 N. W. 10th Ave.
Fort Lauderdale, FL 33304
Tel: (305) 555-1234
Fax: (305) 555-1235

CONCEPT ONLY
NOT FOR
CONSTRUCTION



NO.	DESCRIPTION	AREA (SQ. FT.)	PERCENT	TOTAL
1	EXISTING BUILDING	10,000	100%	10,000
2	PROPOSED BUILDING	20,000	200%	30,000
3	PROPOSED BUILDING	15,000	150%	25,000
4	PROPOSED BUILDING	10,000	100%	10,000
5	PROPOSED BUILDING	5,000	50%	5,000
6	PROPOSED BUILDING	2,500	25%	2,500
7	PROPOSED BUILDING	1,250	12.5%	1,250
8	PROPOSED BUILDING	625	6.25%	625
9	PROPOSED BUILDING	312.5	3.125%	312.5
10	PROPOSED BUILDING	156.25	1.5625%	156.25
11	PROPOSED BUILDING	78.125	0.78125%	78.125
12	PROPOSED BUILDING	39.0625	0.390625%	39.0625
13	PROPOSED BUILDING	19.53125	0.1953125%	19.53125
14	PROPOSED BUILDING	9.765625	0.09765625%	9.765625
15	PROPOSED BUILDING	4.8828125	0.048828125%	4.8828125
16	PROPOSED BUILDING	2.44140625	0.0244140625%	2.44140625
17	PROPOSED BUILDING	1.220703125	0.01220703125%	1.220703125
18	PROPOSED BUILDING	0.6103515625	0.006103515625%	0.6103515625
19	PROPOSED BUILDING	0.30517578125	0.0030517578125%	0.30517578125
20	PROPOSED BUILDING	0.152587890625	0.00152587890625%	0.152587890625
21	PROPOSED BUILDING	0.0762939453125	0.000762939453125%	0.0762939453125
22	PROPOSED BUILDING	0.03814697265625	0.0003814697265625%	0.03814697265625
23	PROPOSED BUILDING	0.019073486328125	0.00019073486328125%	0.019073486328125
24	PROPOSED BUILDING	0.0095367431640625	0.000095367431640625%	0.0095367431640625
25	PROPOSED BUILDING	0.00476837158203125	0.0000476837158203125%	0.00476837158203125
26	PROPOSED BUILDING	0.002384185791015625	0.00002384185791015625%	0.002384185791015625
27	PROPOSED BUILDING	0.0011920928955078125	0.000011920928955078125%	0.0011920928955078125
28	PROPOSED BUILDING	0.00059604644775390625	0.0000059604644775390625%	0.00059604644775390625
29	PROPOSED BUILDING	0.000298023223876953125	0.00000298023223876953125%	0.000298023223876953125
30	PROPOSED BUILDING	0.0001490116119384765625	0.000001490116119384765625%	0.0001490116119384765625
31	PROPOSED BUILDING	0.00007450580596923828125	0.0000007450580596923828125%	0.00007450580596923828125
32	PROPOSED BUILDING	0.000037252902984619140625	0.00000037252902984619140625%	0.000037252902984619140625
33	PROPOSED BUILDING	0.0000186264514923095703125	0.000000186264514923095703125%	0.0000186264514923095703125
34	PROPOSED BUILDING	0.00000931322574615478515625	0.0000000931322574615478515625%	0.00000931322574615478515625
35	PROPOSED BUILDING	0.000004656612873077392578125	0.00000004656612873077392578125%	0.000004656612873077392578125
36	PROPOSED BUILDING	0.0000023283064365386962890625	0.000000023283064365386962890625%	0.0000023283064365386962890625
37	PROPOSED BUILDING	0.00000116415321826934814453125	0.0000000116415321826934814453125%	0.00000116415321826934814453125
38	PROPOSED BUILDING	0.000000582076609134674072265625	0.00000000582076609134674072265625%	0.000000582076609134674072265625
39	PROPOSED BUILDING	0.0000002910383045673370361328125	0.000000002910383045673370361328125%	0.0000002910383045673370361328125
40	PROPOSED BUILDING	0.00000014551915228366851806640625	0.0000000014551915228366851806640625%	0.00000014551915228366851806640625
41	PROPOSED BUILDING	0.000000072759576141834259033203125	0.00000000072759576141834259033203125%	0.000000072759576141834259033203125
42	PROPOSED BUILDING	0.0000000363797880709171295166015625	0.000000000363797880709171295166015625%	0.0000000363797880709171295166015625
43	PROPOSED BUILDING	0.00000001818989403545856475830078125	0.0000000001818989403545856475830078125%	0.00000001818989403545856475830078125
44	PROPOSED BUILDING	0.000000009094947017729282379150390625	0.00000000009094947017729282379150390625%	0.000000009094947017729282379150390625
45	PROPOSED BUILDING	0.0000000045474735088646411895751953125	0.000000000045474735088646411895751953125%	0.0000000045474735088646411895751953125
46	PROPOSED BUILDING	0.00000000227373675443232059478759765625	0.0000000000227373675443232059478759765625%	0.00000000227373675443232059478759765625
47	PROPOSED BUILDING	0.000000001136868377216160297393798828125	0.00000000001136868377216160297393798828125%	0.000000001136868377216160297393798828125
48	PROPOSED BUILDING	0.0000000005684341886080801486968994140625	0.000000000005684341886080801486968994140625%	0.0000000005684341886080801486968994140625
49	PROPOSED BUILDING	0.00000000028421709430404007434844970703125	0.0000000000028421709430404007434844970703125%	0.00000000028421709430404007434844970703125
50	PROPOSED BUILDING	0.000000000142108547152020037174224853515625	0.00000000000142108547152020037174224853515625%	0.000000000142108547152020037174224853515625
51	PROPOSED BUILDING	0.0000000000710542735760100185871124267578125	0.000000000000710542735760100185871124267578125%	0.0000000000710542735760100185871124267578125
52	PROPOSED BUILDING	0.00000000003552713678800500929355621337890625	0.0000000000003552713678800500929355621337890625%	0.00000000003552713678800500929355621337890625
53	PROPOSED BUILDING	0.000000000017763568394002504646778106689453125	0.00000000000017763568394002504646778106689453125%	0.000000000017763568394002504646778106689453125
54	PROPOSED BUILDING	0.00000000000888178419700125232338905334472265625	0.0000000000000888178419700125232338905334472265625%	0.00000000000888178419700125232338905334472265625
55	PROPOSED BUILDING	0.000000000004440892098500626161694526672361328125	0.00000000000004440892098500626161694526672361328125%	0.000000000004440892098500626161694526672361328125
56	PROPOSED BUILDING	0.0000000000022204460492503130808472633361806640625	0.000000000000022204460492503130808472633361806640625%	0.0000000000022204460492503130808472633361806640625
57	PROPOSED BUILDING	0.00000000000111022302462515654042363166809033203125	0.0000000000000111022302462515654042363166809033203125%	0.00000000000111022302462515654042363166809033203125
58	PROPOSED BUILDING	0.000000000000555111512312578270211815833405166015625	0.0000000000000555111512312578270211815833405166015625%	0.000000000000555111512312578270211815833405166015625
59	PROPOSED BUILDING	0.0000000000002775557561562891351059079167025830078125	0.00000000000002775557561562891351059079167025830078125%	0.0000000000002775557561562891351059079167025830078125
60	PROPOSED BUILDING	0.00000000000013877787807814456755295395835129150390625	0.000000000000013877787807814456755295395835129150390625%	0.00000000000013877787807814456755295395835129150390625
61	PROPOSED BUILDING	0.000000000000069388939039072283776476979175645751953125	0.0000000000000069388939039072283776476979175645751953125%	0.000000000000069388939039072283776476979175645751953125
62	PROPOSED BUILDING	0.0000000000000346944695195361418882384895878228759765625	0.00000000000000346944695195361418882384895878228759765625%	0.0000000000000346944695195361418882384895878228759765625
63	PROPOSED BUILDING	0.00000000000001734723475976807094411924479391143798828125	0.000000000000001734723475976807094411924479391143798828125%	0.00000000000001734723475976807094411924479391143798828125
64	PROPOSED BUILDING	0.000000000000008673617379884035472059622396955718994140625	0.0000000000000008673617379884035472059622396955718994140625%	0.000000000000008673617379884035472059622396955718994140625
65	PROPOSED BUILDING	0.000000000000004336808689942017736029811198278594970703125	0.0000000000000004336808689942017736029811198278594970703125%	0.000000000000004336808689942017736029811198278594970703125
66	PROPOSED BUILDING	0.00000000000000216840434497100886801490559913924798828125	0.000000000000000216840434497100886801490559913924798828125%	0.00000000000000216840434497100886801490559913924798828125
67	PROPOSED BUILDING	0.000000000000001084202172485504434007452799569623994140625	0.0000000000000001084202172485504434007452799569623994140625%	0.000000000000001084202172485504434007452799569623994140625
68	PROPOSED BUILDING	0.0000000000000005421010862427522170037263997848119970703125	0.0000000000000005421010862427522170037263997848119970703125%	0.0000000000000005421010862427522170037263997848119970703125
69	PROPOSED BUILDING	0.00000000000000027105054312137610850186319989240598853515625	0.00000000000000027105054312137610850186319989240598853515625%	0.00000000000000027105054312137610850186319989240598853515625
70	PROPOSED BUILDING	0.000000000000000135525271560688054250931599946202994267578125	0.000000000000000135525271560688054250931599946202994267578125%	0.000000000000000135525271560688054250931599946202994267578125
71	PROPOSED BUILDING	0.0000000000000000677626357803440271254657999731014971337890625	0.0000000000000000677626357803440271254657999731014971337890625%	0.0000000000000000677626357803440271254657999731014971337890625
72	PROPOSED BUILDING	0.00000000000000003388131789017201356273289998655074856689453125	0.00000000000000003388131789017201356273289998655074856689453125%	0.00000000000000003388131789017201356273289998655074856689453125
73	PROPOSED BUILDING	0.000000000000000016940658945086006781366449993275374283447265625	0.000000000000000016940658945086006781366449993275374283447265625%	0.000000000000000016940658945086006781366449993275374283447265625
74	PROPOSED BUILDING	0.0000000000000000084703294725430033906832249966376871417236328125	0.0000000000000000084703294725430033906832249966376871417236328125%	0.0000000000000000084703294725430033906832249966376871417236328125
75	PROPOSED BUILDING	0.00000000000000000423516473627150169534161249831884357086181640625	0.00000000000000000423516473627150169534161249831884357086181640625%	0.00000000000000000423516473627150169534161249831884357086181640625
76	PROPOSED BUILDING	0.000000000000000002117582368135750847670806249159421785430908203125	0.000000000000000002117582368135750847670806249159421785430908203125%	0.000000000000000002117582368135750847670806249159421785430908203125
77	PROPOSED BUILDING	0.0000000000000000010587911840678754238354031245797108927154540625	0.0000000000000000010587911840678754238354031245797108927154540625%	0.0000000000000000010587911840678754238354031245797108927154540625
78	PROPOSED BUILDING	0.00000000000000000052939559203393771191770156228985544635772703125	0.00000000000000000052939559203393771191770156228985544635772703125%	0.00000000000000000052939559203393771191770156228985544635772703125
79	PROPOSED BUILDING	0.000000000000000000264697796016968855958850781144777223178863515625	0.000000000000000000264697796016968855958850781144777223178863515625%	0.000000000000000000264697796016968855958850781144777223178863515625
80	PROPOSED BUILDING	0.00000000000000000013234889800848442797942539057238861158943178125	0.00000000000000000013234889800848442797942539057238861158943178125%	0.00000000000000000013234889800848442797942539057238861158943178125
81	PROPOSED BUILDING	0.000000000000000000066174449004242213989712695286194305794715890625	0.000000000000000000066174449004242213989712695286194305794715890625%	0.000000000000000000066174449004242213989712695286194305794715890625
82	PROPOSED BUILDING	0.0000000000000000000330872245021211069948563476430971528973579453125	0.0000000000000000000330872245021211069948563476430971528973579453125%	0.0000000000000000000330872245021211069948563476430971528973579453125
83	PROPOSED BUILDING	0.0000000000000000000165436122510605		