

File #: 2025-256

Owner's Name: Ramrod Devco, LLC

Applicant/Contact: Smith Hawks, PL
(Bart Smith/ Jess Goodall)

Type of Application: LDC Text Amendment

Key: Ramrod Key

RE #: 00114170-000000
00114160-000000
00114180-000000

Additional Information added to File 2025-256

End of Additional File 2025-256

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



RECEIVED
2025-256
DEC 29 2025

Land Development Code (LDC) Text Amendment Application

MONROE COUNTY
PLANNING DEPT.

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

Application Fee: \$5,950.00

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

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

Advertising Costs: \$245.00

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

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

Advertising and Noticing Fees for a Community Meeting: \$245 plus \$3.00/SPON

Date of Request: 12 / 19 / 2025
Month Day Year

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

SMITH HAWKS, PL	Barton W. Smith/Jess Miles Goodall
Applicant (Name of Person, Business or Organization)	Name of Person Submitting this Application
138 Simonton Street, key West, Florida 33040	
Mailing Address (Street, City, State and Zip Code)	Bart@SmithHawks.com;
(305) 296-7226	Jess@SmithHawks.com; and
Work Phone	Brandi@SmithHawks.com
Home Phone	Email Address
Cell Phone	

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

Ramrod DevCo LLC*	c/o Agent
(Name/Entity)	Contact Person
c/o Agent	
Mailing Address (Street, City, State and Zip Code)	
c/o Agent	c/o Agent
Work Phone	Home Phone
Cell Phone	Email Address

*The Property is currently owned by Sunset Reef Holdings, LLC, but is under contract with the Applicant as the Purchaser. A copy of the Purchase and Sale Agreement has been provided as part of this application package in lieu of a warranty deed.

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

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

See attached correspondence.

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

See attached correspondence.

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

See attached correspondence.

- 4) New issues:**

See attached correspondence.

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

See attached correspondence.

6) Data updates:

See attached correspondence.

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

See attached correspondence.

* * * * *

Applicants submitting an application for an amendment to the text of the Land Development Code shall participate in a concept meeting with the Planning and Environmental Resources Department, as indicated in Section 102-158(d)(3), to discuss the proposed amendment.

Scheduling. A concept meeting shall be scheduled by department staff once the application is determined to be complete.

As part of this concept meeting, department staff will identify whether or not the proposed text amendment will have a county-wide impact. If the proposal is determined to have a county-wide impact, a public meeting with the Board of County Commissioners ("**Impact Meeting**") prior to the application proceeding to the DRC for review is required. The applicant shall coordinate with the Planning Director regarding the date and time of the Impact Meeting; however, all Impact Meetings shall be held in Marathon.

Notice of Meeting. The Impact Meeting shall be noticed at least 15 days prior to the meeting date by advertisement in a Monroe County newspaper of general circulation.

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

The Impact Meeting is not to be a public hearing (the BOCC will not vote on the proposal), but a public meeting during which the BOCC may offer their initial opinions and the public may have input on the proposed amendment.

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

Applicants requesting a Land Development Code Text Amendment shall provide for public participation through a community meeting as indicated in Code Section 102-159.

Scheduling. The applicant will coordinate with the Planning Director regarding the date, time and location of the proposed community meeting; however, all meetings are to be held on a weekday evening at least three (3) months prior to any of the public hearings.

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

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

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

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

* * * * *

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

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

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

- Notarized Agent Authorization Letter** (note: authorization is needed from all owner(s) of the subject property)
- Copy of current Future Land Use Map (*required if application affects specific and defined area*)
- 600ft Radius report, prepared by the Monroe County Property Appraiser's Office (*required if application affects specific and defined area*)
- Traffic Study, prepared by a licensed traffic engineer (*required if application affects specific and defined area*)
- Transportation fee of \$5,000 to cover the cost of experts hired by the Department to review the traffic study – any unused funds deposited will be returned upon approval (*required if application affects specific and defined area*)

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

Additional fees may apply pursuant to the approved fee schedule.

* * * * *

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

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

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

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

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

Signature of Applicant: [Signature] Date: 12/19/2025

STATE OF Florida

COUNTY OF Monroe

Sworn to and subscribed before me, by means of either physical presence OR online notarization, on 19th day of December, 2025, by Jess Miles Goodall
(PRINT NAME OF PERSON MAKING STATEMENT)

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

[Signature]
SIGNATURE OF NOTARY PUBLIC

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



Send complete application package to:

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

Sec. 130-80. - Commercial Fishing Village District (CFV).

- (a) The following uses are permitted as of right in the commercial fishing village district:
- (1) Commercial fishing;
 - (2) Detached dwellings;
 - (3) Accessory uses;
 - (4) Replacement of an existing antenna-supporting structure pursuant to section 146-5(b);
 - (5) Collocations on existing antenna-supporting structures, pursuant to section 146-5(c);
 - (6) Satellite earth stations less than two meters in diameter, as accessory uses, pursuant to section 146-5(f);
 - (7) Home occupations—Special use permit required; commercial fishing does not require a special use permit; and
 - (8) Public infrastructure and utilities, provided that:
 - a. The parcel(s) proposed for development shall be separated from any established residential use by a class C bufferyard. As determined by the Planning Director, the bufferyard may be required on all property lines adjacent to an established residential principal use to screen the use from view.
 - b. A solid fence may be required upon determination by the Planning Director.
- (b) The following uses are permitted as minor conditional uses in the commercial fishing village district, subject to the standards and procedures set forth in chapter 110, article III:
- (1) Attached dwellings, provided that the structures are separated from existing detached dwellings by 100 feet or a class D bufferyard;
 - (2) Attached wireless communications facilities, as accessory uses, pursuant to section 146-5(d);
 - (3) Stealth wireless communications facilities, as accessory uses, pursuant to section 146-5(e); and
 - (4) Satellite earth stations greater than or equal to two meters in diameter, as accessory uses, pursuant to section 146-5(f).
- (c) In order to provide for the special needs of the commercial fishing industry, while ensuring general compliance with plan requirements and maintaining good environmental quality and community character, the CFV District is given the following special considerations:
- (1) CFV, under minor conditional use, may vary the requirements of the district;
 - (2) Temporary uses specifically involving trap construction, maintenance and repair are hereby exempted from maximum FAR and minimum open space requirements;
 - (3) Sanitary toilet facilities may be provided by using approved portable units;
 - (4)

Non-shoreline and shoreline setbacks may be varied by the Planning Director upon a written recommendation by the County Biologist that stormwater runoff can be appropriately controlled due to the provisions of new gutters, berms or similar devices;

- (5) The vegetated bufferyard requirements may be varied to include fences or natural vegetation except when abutting residential districts;
- (6) Lighting requirements may be reduced or waived where the Planning Director and County Biologist agree that light intrusion, either to adjoining properties or waterfront areas, will have no adverse effect on community character or habitat; and
- (7) Except for commercial retail and wholesale operations, parking requirements may be met by the provision of one parking or loading space for each individual lot of 6,000 square feet or less. Larger lots or parcels shall proportionately meet this same requirement.

(Ord. No. 006-2016, § 1(Exh. 1), 4-13-2016; Ord. No. 010-2020, § 1, 2-19-2020, eff. 6-4-2020)

SMITH/HAWKS
ATTORNEYS AT LAW

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

SENT VIA EMAIL AND FEDEX
8873 8322 3119

December 19, 2025

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

**RE: RAMROD DEVCO LLC- PROPOSED TEXT AMENDMENT TO SECTION 130-80
OF THE MONROE COUNTY LAND DEVELOPMENT REGULATIONS**

Dear Devin,

On behalf of the property owner, Ramrod DevCo LLC, (“Applicant”), please accept this correspondence as the Background Letter providing information, data, and analysis to support a text amendment to the Monroe County Land Development Code (“Application”), amending the language contained in Section 130-80, pursuant to Chapter 163, Part II, Florida Statutes.

The Application is being submitted on behalf of the parcels of real property located at 26450 Overseas Highway, Ramrod Key, Florida 33042, having Monroe County Parcel Identification Numbers: 00114170-000000, 00114160-000000, and 00114180-000000 (the “Property”), relating specifically to the portion of the Property that is currently zoned Commercial Fishing Village (CFV). The Property is currently owned by Sunset Reef Holdings, LLC, but is under contract with the Applicant as the Purchaser. A copy of the Purchase and Sale Agreement has been provided as part of this application package in lieu of a warranty deed.

Enclosed, please find check 9370 in the amount of \$ \$6,590.00 for the application fees, SPONS, and advertising fees.

PROPERTY BACKGROUND INFORMATION:

Location:	26450 OVERSEAS Hwy, RAMROD KEY, Florida,
Real Estate (RE) Number:	00114170-000000, 00114160-000000, and 00114180-000000
Applicant:	Ramrod DevCo LLC
Agent:	SMITH/HAWKS, PL Barton W. Smith, Esq./ Jess Miles Goodall, Esq.

{00281174 - v8 }

Total Property Area: 3,413,199.2 sq. ft. (78.4 Acres) Approximate from GIS
Land Use District: Commercial Fishing Village (CFV) and Native Area (NA)
Commercial Fishing Village Area: 670,824 sq. ft (15.4 Acres) and one (1) acre of Mangrove, Approximate from GIS.
Future Land Use Map (FLUM) Designation: Mixed Use/Commercial Fishing (MCF) and Residential Conservation (RC)
Flood Zone: VE 12, AE 10, AE 9, AE 8, AE 9, AE 7
Existing Uses: Commercial Fishing, Vacant Land
Tier Overlay District: Tier I
Community Character of Immediate Vicinity: Commercial; Commercial Fishing; Residential

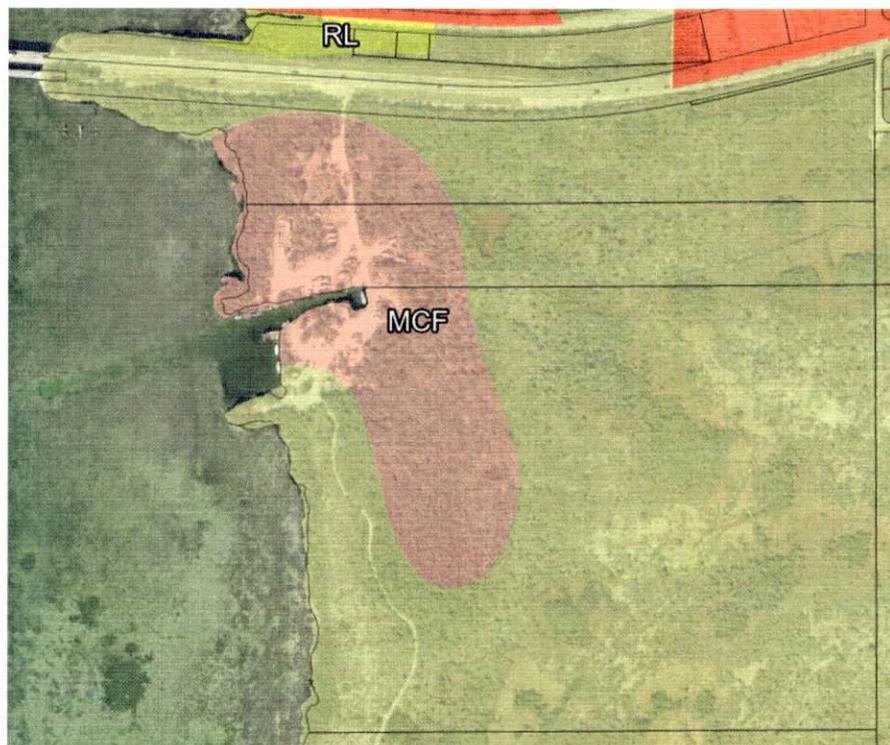
I. PROPERTY:



EXISTING LUD :



EXISTING FLUM:



Text Amendment Background

a. Overview

The amendment seeks to amend the language contained in Monroe County Land Development Code (“LDC”) Section 130-80 to expand the permitted uses within the portions of the Property that are zoned Commercial Fishing Village. The Amendment will maintain all permitted uses within the CFV zoning district but will add Marina use and Restaurants, dive shops, and other commercial uses by means of a Major Conditional Use Approval, and will add a Light Use by means of a Minor Conditional Use Approval. No residential uses will be amended or added.

The amendment will permit the Applicant to redevelop the Property in a manner that is consistent with adjoining and surrounding properties, as well as similarly situated properties within commercial fishing village zoning designations.

b. Amendment Request

The Property is located on Ramrod Key, and is made up of a total of seven (7) parcels with an approximate one hundred eighty-six (186) acres of upland. The Amendment would affect only that portion of the Property that is zoned commercial fishing, which is made up of approximately fifteen and 8/10 (15.8) upland acres. The amendment seeks to provide uses within the CFV zoning district that are consistent with similarly situated properties within the Commercial Fishing Special Districts in order to advance Monroe County Year 2030 Comprehensive Plan (“Comp. Plan”) Goal 217 and Objective 217.1, by preserving commercial fishing uses and recreational and commercial working waterfront uses within the Florida Keys.

The Property is ideally located for ideal commercial fishing and working waterfront operations, and provides a perfect opportunity to expand commercial fishing and create a symbiotic relationship between them.

Additions are set forth below in [Blue](#) and deletions are set forth in [Red](#)

c. The Proposed Amendment

Sec. 130-80. Commercial Fishing Village District.

- (a) The following uses are permitted as of right in the commercial fishing village district:
- (1) Commercial fishing;
 - (2) Detached dwellings;
 - (3) Accessory uses;
 - (4) Replacement of an existing antenna-supporting structure pursuant to section 146-5(b);
 - (5) Collocations on existing antenna-supporting structures, pursuant to section 146-5(c);

- (6) Satellite earth stations less than two meters in diameter, as accessory uses, pursuant to section 146-5(f);
 - (7) Home occupations—Special use permit required; commercial fishing does not require a special use permit; and
 - (8) Public infrastructure and utilities, provided that:
 - a. The parcel(s) proposed for development shall be separated from any established residential use by a class C bufferyard. As determined by the Planning Director, the bufferyard may be required on all property lines adjacent to an established residential principal use to screen the use from view.
 - b. A solid fence may be required upon determination by the Planning Director.
 - (9) Commercial Recreational Uses limited to:
 - a. firearm and archery shooting ranges; and
 - b. health and fitness clubs and swimming pools.
- (b) The following uses are permitted as minor conditional uses in the commercial fishing village district, subject to the standards and procedures set forth in chapter 110, article III:
- (1) Attached dwellings, provided that the structures are separated from existing detached dwellings by 100 feet or a class D bufferyard;
 - (2) Attached wireless communications facilities, as accessory uses, pursuant to section 146-5(d);
 - (3) Stealth wireless communications facilities, as accessory uses, pursuant to section 146-5(e); and
 - (4) Satellite earth stations greater than or equal to two meters in diameter, as accessory uses, pursuant to section 146-5(f).
 - (5) Light industrial uses, including marine repair services, marine vessel storage, marine vessel sales, and equipment and trap storage.
- (c) The following uses are permitted as major conditional uses in Commercial Fishing Special District I, subject to the standards and procedures set forth in Chapter 110, Article III:
- (1) Marinas, provided that:
 - a. The parcel proposed for development has continuous access to water of depths of at least four feet below mean sea level at mean low tide. Maintenance dredging shall be permitted with all required State, Federal, and County approvals.
 - b. The sale of goods and services is limited to fuel, food, drinks, boating, diving, sport and recreational fishing products, and commercial fishing products.
 - c. Vessels docked or stored shall not be used for live-aboard purposes, except when a permitted sewage pump-out facility is

adjoining properties or waterfront areas, will have no adverse effect on community character or habitat; and

- (7) Except for commercial retail and wholesale operations, parking requirements may be met by the provision of one parking or loading space for each individual lot of 6,000 square feet or less. Larger lots or parcels shall proportionately meet this same requirement.

d. Overall Data and Analysis

Section 130-80. Commercial Fishing Village:

The principal purpose of the Mixed Use/Commercial Fishing (MCF) future land use category is to provide for the maintenance and enhancement of commercial fishing and related traditional water-dependent and water-related uses such as retail, storage, and repair and maintenance which support the commercial fishing, sport fishing, and charter boats industry. Residential uses are also permitted. In order to protect environmentally sensitive lands, the following development controls shall apply to all hammocks, pinelands, and disturbed wetlands within this land use category:

1. only low intensity commercial uses shall be allowed;
2. a maximum floor area ratio of 0.10 shall apply to nonresidential development; and
3. maximum net residential density shall be zero.

The purpose of the proposed Amendment is to implement the applicable goals, objectives, and policies of the Comp. Plan by preserving and promoting commercial fishing and working waterfront, and preserving and protecting coastal and natural resources and the community character of the area.

Additionally, the proposed Amendment is seeking to implement the goals, strategies, and action items of the Lower Keys (MM 14.2-29.0) Livable CommuniKeys Plan and the U.S.1 Corridor Enhancement Plan from MM14.2 (Saddlebunch Key) to MM 29 (Little Torch Key) by maintaining the low-density vision, while protecting and enhancing the vital commercial fishing and working waterfront and water-dependent and water related uses that are integral to the Florida Keys. The proposed Amendment will allow the Applicant to maintain and enhance the community character of a diverse and unique mixed-use property, and maintain and enhance natural resources, taking care to improve and protect water quality and beautify and preserve open space; protect shoreline access for commercial fishing and working waterfront and water dependent activities, making sure to preserve and revitalize the existing commercial fishing and working waterfront area on the Property, while protecting and preserving the natural areas surrounding it, reinforcing the heritage and character of the community.

Pursuant to the Monroe County Marine Management Strategic Plan (The “Marine Management Plan”)¹, Monroe County is losing recreational and commercial working waterfronts along with public access to the water through the redevelopment of marine facilities, including

¹ See Monroe County Marine Management Strategic Plan, dated December 2005, and prepared by South Florida Regional Planning Council with Center for Urban and Environmental Solutions at Florida Atlantic University.

marinas, boatyards, wet and dry storage, fish houses and commercial fishing vessel dockage. A limited supply of waterfront land and an increasing demand by different uses is leading to loss of the “working waterfront,” which includes commercial and recreational marinas, boatyards, wet and dry storage, fish houses, commercial fishing vessel dockage and marine-related industries such as boat dealers, boat repair and maintenance services, commercial fishing and tourism. The current trends are conversion of waterfront to non-water dependent uses and privatization of waterfront reducing public water access. The Mission statement of the Marine Management Plan provides: “A sustainable number of public waterfront access points, together with recreational and commercial fishing industries and related support facilities, shall be sustained at various points throughout Monroe County.”

Recreational and Commercial Working Waterfront is defined in the Waterway and Waterfront Improvement Act, Florida Statute Sec. 342.07 (2024), as a parcel or parcels of real property which provide access for water-dependent commercial activities, including hotels and motels as defined in s. 509.242(1), or provide access for the public to the navigable waters of the state. Recreational and commercial working waterfronts require direct access to or a location on, over, or adjacent to a navigable body of water. The term includes water-dependent facilities that are open to the public and offer public access by vessels to the waters of the state or that are support facilities for recreational, commercial, research, or governmental vessels. These facilities include public lodging establishments, docks, wharfs, lifts, wet and dry marinas, boat ramps, boat hauling and repair facilities, commercial fishing facilities, boat construction facilities, and other support structures over the water.

At the time when the Marine management Plan was drafted, the Monroe County Board of County Commissioners (“BOCC”) acknowledged the urgent need to address the loss of both commercial and recreational “working waterfronts” in the Florida Keys, and while the County has taken affirmative steps to protect commercial fishing and traditional working waterfront in the Florida Keys, commercial fishing and working waterfront continues to decline due to a combination of economic, environmental, and development pressures. Conversion of working waterfronts into luxury developments reduces the access and infrastructure available for commercial fishing operations, increased imports of foreign seafood, sold at lower prices, has made it difficult for local fisherman to compete, and inflation in costs for fuel, equipment, and operational costs, cuts into commercial fishing bottom line and often makes it impractical to continue.

Monroe County is part of a larger group of South Florida communities facing pressure to redevelop its waterfront because of its increasing land values. The loss of working waterfront and commercial fishing operations in the Keys has the potential to negatively impact the region’s economy as a whole, as well as its own local economy.² A continued loss of commercial working waterfront and commercial fishing operations threatens to destroy the cultural heritage and generational commercial fishing culture of the Florida Keys, damaging the economy and social fabric that has long defined the Florida Keys.

² See Monroe County Marine Management Strategic Plan, dated December 2005, and prepared by South Florida Regional Planning Council with Center for Urban and Environmental Solutions at Florida Atlantic University at *Page 19*.

In addition to the above, increased economic pressure from imports of foreign seafood, sold at lower prices, has made it almost impossible for local commercial fishing operations to compete. Local restaurants and seafood suppliers are opting to utilize foreign seafood, which they can source at far lower prices than those of local commercial fisherman. This increase in foreign imports has resulted in less businesses purchasing local commercial fishing products, making it impossible for commercial fishing operations to sustain themselves. The only way to promote and maintain local commercial fishing operations is to provide properties with symbiotic systems that sell commercial fishing products directly from the commercial fishing operation to the public at large. The amendment is looking to promote commercial fishing by allowing properties within the CFV zoning district to develop and maintain commercial fishing operations as well as symbiotic uses that would allow the public direct access to local commercial fishing merchandise. Allowing the property to develop a fish house, local fish market, or seafood restaurant that will work in conjunction with the commercial fishing operation, allows the commercial fisherman to sell their products directly to the public and cut out the competition from the cheaper foreign imports, thereby promoting commercial fishing activities, and maintaining profitable operations for the commercial fisherman involved, which is directly in line with Comp. Plan Goal 217.

The proposed Amendment will allow an area that has traditionally been utilized for commercial fishing operations to be revitalized, focusing on development that is entirely focused on commercial fishing and water dependent uses, similar to other commercial fishing designations within the Keys³. The Property is located in an ideal area, located on a deep basin and surrounded by acres of Native Area upland. Allowing the proposed uses would allow the Applicant to develop symbiotic uses, which enhance and preserve commercial fishing.

II. The Proposed Amendment implements and is consistent with the following Goals, Objectives, and Policies of the Monroe County Year 2030 Comprehensive Plan. Specifically, the amendment furthers:

Goal 101:

Monroe County shall manage future growth to enhance the quality of life, ensure the safety of County residents and visitors, and protect valuable natural resources.

Objective 101.4

Monroe County shall regulate future development and redevelopment to maintain the character of the community and protect the natural resources by providing for the compatible distribution of land uses consistent with the designations shown on the Future Land Use Map.

³ See Monroe County Land Development Code Section 130-79 Commercial Fishing Special District.

Objective 101.11

Monroe County shall implement measures to direct future growth away from environmentally sensitive land and towards established development areas served by existing public facilities. [9J-5.006(3)(b)4 and 7]

Goal 102

Monroe County shall direct future growth to lands which are intrinsically most suitable for development and shall encourage conservation and protection of environmentally sensitive lands. [9J-5.006(3)(a)]

Goal 212

Monroe County shall prioritize shoreline land uses and establish criteria for shoreline development in order to preserve and enhance coastal resources and to ensure the continued economic viability of the County. [9J-5.012(3)(a); 9J-5.013(2)(a)]

Goal 217

The coastal area of Monroe County shall be managed to promote public access to the marine and coastal waters, to balance the protection of recreational and commercial working waterfront and commercial fishing uses and the preservation and protection of coastal and natural resources and the community character. [F.S. § 163.3178(2)(g)]

Objective 217.1

Monroe County shall adopt and implement incentives and criteria to encourage the preservation of 1) public access to the navigable waters of the State, 2) commercial fishing uses and 3) recreational and commercial working waterfront uses, as defined by Section 342.07, F.S., excluding transient uses. [F.S. § 163.3178(2)(g)]

Policy 217.1.1

The strategy to preserve and protect commercial fishing and recreational and commercial working waterfront uses shall include the following:

1. Exemptions from the requirements of the Permit Allocation System for new nonresidential development, pursuant to Policy 101.4.5;
2. Providing for the preservation of recreational and commercial working waterfront uses within the Mixed Use Commercial and Mixed Use Commercial Fishing Future Land Use categories, pursuant to Policy 101.5.6 and Policy 101.5.7;
3. Maintaining land development regulations to allow lawfully established water-dependent and water-related commercial uses which are identified as a source of economic sustainability within a Livable CommuniKeys Plan to be rebuilt, even if 100% destroyed, providing they meet the replacement criteria established in the

adopted LCP, are rebuilt to the preexisting use, and are registered and recognized by the Planning & Environmental Resources Department as lawful nonconforming uses and structures; and 4. Implementation of marina siting criteria for new marinas. [F.S. § 163.3178(2)(g)]

III. The Proposed Amendment is consistent with Florida Statutes

There are no provisions of the Florida Statutes inconsistent with the proposed Amendment.

IV. The amendment is consistent with the Principles for Guiding Development for the Florida Keys Area, Section 380.0552(7), Florida Statutes. The Proposed Amendment specifically furthers the following Principles (Bolded):

- (a) **Strengthening local government capabilities for managing land use and development so that local government is able to achieve these objectives without continuing the area of critical state concern designation.**
- (b) **Protecting shoreline and marine resources, including mangroves, coral reef formations, seagrass beds, wetlands, fish and wildlife, and their habitat.**
- (c) **Protecting upland resources, tropical biological communities, freshwater wetlands, native tropical vegetation (for example, hardwood hammocks and pinelands), dune ridges and beaches, wildlife, and their habitat.**
- (d) **Ensuring the maximum well-being of the Florida Keys and its citizens through sound economic development.**
- (e) **Limiting the adverse impacts of development on the quality of water throughout the Florida Keys.**
- (f) **Enhancing natural scenic resources, promoting the aesthetic benefits of the natural environment, and ensuring that development is compatible with the unique history and nature of the Florida Keys.**
- (g) **Protecting the historical heritage of the Florida Keys.**
- (h) **Protecting the value, efficiency, cost-effectiveness, and amortized life of existing and proposed major public investments, including:**
 - 1. **The Florida Keys Aqueduct and water supply facilities;**
 - 2. **Sewage collection, treatment, and disposal facilities;**
 - 3. **Solid waste treatment, collection, and disposal facilities;**
 - 4. **Key West Naval Air Station and other military facilities;**
 - 5. **Transportation facilities;**
 - 6. **Federal parks, wildlife refuges, and marine sanctuaries;**
 - 7. **State parks, recreation facilities, aquatic preserves, and other publicly owned properties;**

8. City electric service and the Florida Keys Electric Co-op; and
9. Other utilities, as appropriate.

- (i) Protecting and improving water quality by providing for the construction, operation, maintenance, and replacement of stormwater management facilities; central sewage collection; treatment and disposal facilities; and the installation and proper operation and maintenance of onsite sewage treatment and disposal systems.
- (j) Ensuring the improvement of near shore water quality by requiring the construction and operation of wastewater management facilities that meet the requirements of ss. 381.0065(4)(1) and 403.086(10), as applicable, and by directing growth to areas served by central wastewater treatment facilities through permit allocation systems.
- (k) Limiting the adverse impacts of public investments on the environmental resources of the Florida Keys.
- (l) Making available adequate affordable housing for all sectors of the population of the Florida Keys.
- (m) Providing adequate alternatives for the protection of public safety and welfare in the event of a natural or manmade disaster and for a post disaster reconstruction plan.
- (n) **Protecting the public health, safety, and welfare of the citizens of the Florida Keys and maintaining the Florida Keys as a unique Florida resource.**

Policy 101.19.2

The Community Master Plans shall be incorporated into the 2030 Comprehensive Plan as a part of the plan and be implemented as part of the Comprehensive Plan. The following Community Master Plans have been completed in accordance with the principles outlined in this section and adopted by the Board of County Commissioners:

- 1. The Lower Keys Livable CommuniKeys Master Plan is incorporated by reference into the Monroe County Comprehensive Plan. Adopted By Ordinance 031-2012.

V. Factors for basis of Amendment

The Board of County Commissioners may consider an amendment if the change is based on one or more factors, including changed projections (e.g., regarding public service needs) from those on which the text was based, changed assumptions (e.g., regarding demographic trends), data errors, new issues, or recognition of a need for additional detail or comprehensiveness. This Amendment is based upon changed projections, changed assumptions, data errors, and new issues.

a. Changed projections

N/A

b. Changed assumptions

The loss of working waterfront and commercial fishing operations in the Keys has the potential to negatively impact the region’s economy as a whole, as well as its own local economy. A continued loss of commercial working waterfront and commercial fishing operations threatens to destroy the cultural heritage and generational commercial fishing culture of the Florida Keys, damaging the economy and social fabric that has long defined the Florida Keys.

The proposed Amendment will allow an area that has traditionally been utilized for commercial fishing operations to be revitalized, focusing on development that is entirely focused on commercial fishing and water dependent uses, similar to other commercial fishing designations within the Keys . The Property is located in an ideal area, located on a deep basin and surrounded by acres of Native Area upland. Allowing the proposed uses would allow the Applicant to develop symbiotic uses, which enhance and preserve commercial fishing.

d. New issues

The continuing decline of commercial fishing and working waterfront due to a combination of economic, environmental, and development pressures makes it imperative to preserve and enhance existing commercial fishing and working waterfront properties, thereby allowing the preservation and continued operation of these properties as commercial fishing and water dependent uses. Allowing symbiotic uses on the property makes it easier for these operations to self-sustain, and make them more appealing to commercial fishing operations.

e. Recognized need for additional detail or comprehensiveness

It is clear from similarly situated commercial fishing zoning districts located within the Keys, that commercial fishing operations benefit from symbiotic water-dependent uses such as a restaurant, fish shop, boat storage, trap storage etc. Allowing these uses to be developed on the Property, will facilitate operations that co-exist while preserving and enhancing the commercial fishing operations and working waterfront by not only reducing costs associated with the operations, but also promoting packaging and sales of the commercial fishing operations, or sales of the catches to the onsite restaurant and making them available to the residents of the Florida Keys.

f. Data Updates

N/A

VI. No Adverse Community Change

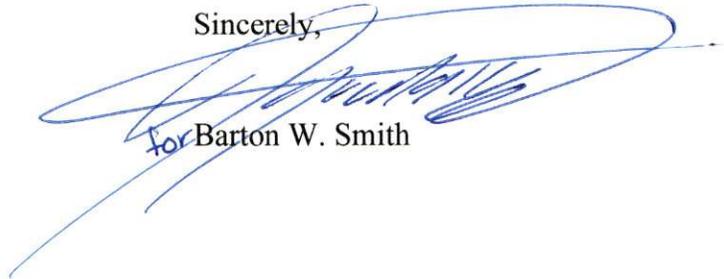
There will be no adverse change to unincorporated Monroe County if the proposed Amendment is approved. The proposed Amendment is geographically limited in scope.

Devin Tolpin, *Senior Director of Monroe County Planning and Environmental Resources*
Re: Grunow – LDC Text Amendment
December 19, 2025
Page 14 of 14

VII. Conclusion

Based on the foregoing, the Applicant requests Monroe County adopt the Amendment. Thank you for your consideration and assistance, and please feel free to contact me with any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Barton W. Smith', is written over the typed name. The signature is stylized and cursive.

for Barton W. Smith

This instrument was prepared by:
Monroe County SHIP Program
c/o Monroe County Social Services
1100 Simonton Street
Key West, FL 33040

**THIS INSTRUMENT IS GIVEN TO MONROE COUNTY AND IS EXEMPT FROM TAXATION
PURSUANT TO SECTION 199.183, FLORIDA STATUTES**

MONROE COUNTY STATE HOUSING INITIATIVES PARTNERSHIP ("SHIP") PROGRAM
SECOND MORTGAGE TO SECURE LOAN
(HOMEBUYER ASSISTANCE STRATEGY)
Deferred Payment Loan

THIS SHIP SECOND MORTGAGE TO SECURE LOAN ("Mortgage") made this 22 day of DECEMBER, 2025, between LISA CHRISTINA MCTEAR, a single woman, and RENNIE JAY DISRUD-JORIS, a single man, whose principal address is 710 Fort Street, Unit #208, Key West, Florida 33040, (hereinafter referred to as "Mortgagor" and collectively, if more than one), and MONROE COUNTY, a political subdivision of the State of Florida, whose principal address is 1100 Simonton Street, Key West, Florida 33040 (hereinafter referred to as "Mortgagee").

- A. Mortgagee is a recipient of SHIP funds pursuant to Chapter 420, Florida Statutes, and specifically Section 420.907 et seq., and the associated administrative rules under Chapter 67, Florida Administrative Code (hereinafter referred to collectively as the "SHIP Rules and Regulations") and has agreed to loan a portion of Mortgagee's SHIP program funds to Mortgagor for purposes of homebuyer assistance and ensuring affordable housing upon the real property identified by Monroe County, and generally situated at 710 Fort Street, Unit #208, Key West, Florida 33040, Parcel ID: 00001631-001800 (and as more specifically defined herein as Attachment A, and referred to as "Property").
- B. Mortgagor has applied to multiple funding sources for loans to purchase the 99-year leasehold interest in the Property, hereinafter described. Among them, the Mortgagor applied to the **Monroe County State Housing Initiatives Partnership (SHIP) Program for a Homebuyer Assistance Program Loan** in the original principal amount of **FORTY-FIVE THOUSAND DOLLARS AND NO CENTS (\$45,000.00)**, the "Loan." The Mortgagor intends to reside as a household in the Property (as defined herein), which Property is a single-family (townhome) residence.
- C. Pursuant to this Mortgage, the Mortgagor is indebted to Mortgagee in the principal sum of **FORTY-FIVE THOUSAND DOLLARS AND NO CENTS (\$45,000.00)** ("Loan"), which indebtedness is evidenced by the Mortgagee's Promissory Note of even date herewith ("Note"), attached hereto as "Exhibit A." Mortgagor agrees to pay the principal amount of indebtedness, if not sooner paid, upon the date of maturity (thirty (30) years from issuance), being due and payable on DECEMBER 22, 2055.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, Mortgagor does hereby mortgage, grant, and convey to Mortgagee its leasehold interest in the Property legally described in "Attachment A," located in the County of Monroe, State of Florida, together with all improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property are herein referred to as the "Property."

Mortgagor agrees to secure to Mortgagee the payment of the Loan as evidenced in the Note, payable to Mortgagee, and agrees to comply with the terms and conditions of this Mortgage and Note, and the terms and conditions set forth in the SHIP Rules and Regulations, including the applicable affordability periods and eligibility conditions established by the Monroe County, or such other governmental authority, having a currently existing legal interest in the Property, with more restrictive eligibility requirements.

The sums secured under this Mortgage are provided in the form of a zero percent (0%) interest rate, deferred payment loan. Upon the expiration of the term of this Mortgage as provided in Section 2, "Term of Mortgage," hereof, so long as Mortgagor has complied with all the terms of this Mortgage and the Note and no Event of Default (as defined below) has occurred or is occurring, the Mortgage shall at such time make payment in full to Mortgagee. Thereupon, after funds have cleared, Mortgagee will prepare and record the Satisfaction of Mortgage. If, however, the Mortgagor sells or transfers its leasehold interest in the Property used to secure this Mortgage prior to the full term of the Loan or fails to comply with any terms and conditions of this Mortgage or the Note, the outstanding principal amount of the Note securing this Mortgage shall immediately become due and payable to Mortgagee.

This Mortgage is expressly made subject to, junior, inferior, and subordinate in payment and in all other respects to the lien, priority, terms and conditions, in those certain mortgages or declarations stated only as follows:

- i. This Mortgage is expressly made subject to, junior, inferior, and subordinate in payment and in all other respects to the lien, priority, terms and conditions, in that certain mortgage stated as follows: The first mortgage given by **FIRST HORIZON BANK**, in the principal amount of **\$101,156.00**; given as the first mortgage, having superior priority, made of even date herewith.

AGENT AUTHORIZATION FORM

Date of Authorization: 12 / 8 / 2025
Month Day Year

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

representing RAMROD DEVCO LLC for the application submission
(Print Name of Property Owner(s) the Applicant(s))

of Any/all Monroe County Planning Department Applications
(List the Name and Type of applications for the authorization)

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

See Attached Legal Description Cudjoe Key
Lot Block Subdivision Key (Island)

00114160-000000, 00114170-000000, and 00114180-000000 1144088, 1144096, and 1144100
Real Estate (RE) / Parcel ID Number Alternate Key Number

26450, 26460, and 26470 Overseas Highway, Ramrod Key, Florida 33042 26.5
Street Address (Street, City, State & Zip Code) Approximate Mile Marker

Authorized Agent Contact Information:

138 Simonton Street, Key West, FL 33040
Mailing Address (Street, City, State and Zip Code)

(305) 296-7227
Work Phone Home Phone Cell Phone Email Address
Barton W. Smith, Esq.
Jess Miles Goodall, Esq.
Brandi@SmithHawks.com

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

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

Signature of Property Owner: [Signature] Date: 12/8/2025

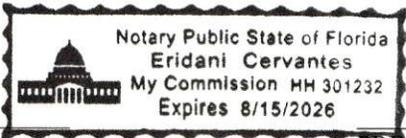
STATE OF Florida COUNTY OF Monroe

Sworn to and subscribed before me, by means of either [X] physical presence OR [] online notarization,
on 8th day of December, 2025, by John Grunow
(PRINT NAME OF PERSON MAKING STATEMENT)

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

identification.

[Signature]
SIGNATURE OF NOTARY PUBLIC



Eridani Cervantes
PRINT, TYPE OR STAMP COMMISSIONED
NAME OF NOTARY PUBLIC
MY COMMISSION EXPIRES: 8/15/2026

**Parcel Identification No.: 00114160-000000, 00114170-000000, and 00114180-000000
26450, 26460, and 26470 Overseas Highway
Ramrod Key, Florida 33042
MM 26.5**

LEGAL DESCRIPTION

Parcel 1:

All of Government Lots 2 and 3, Section 31, Township 66 South, Range 29 East, on the Island of Ramrod Key, Monroe County, Florida.

Parcel 2:

All of that part of Government Lot 1, lying South of the Florida East Coast Railroad right of way; all of Government Lots 4 and 5, Section 31, Township 66 South, Range 29 East, on the Island of Ramrod Key, Monroe County, Florida; and

That portion of Government Lot 1, Section 6, Township 67 South, Range 29 East, Monroe County, Florida, being more particularly described as being bound on the North by Government Lot 5, Section 31, Township 66 South, Range 29 East; on the East by a line which would be a continuation of the East boundary line of said Government Lot 5, Section 31, Township 66 South, Range 29 East, if extended Southerly to the high water mark; thence meandering the shoreline in a Southerly, Southwesterly, Westerly, Northwesterly and Northerly direction to a point where in the Westerly boundary line of said Government Lot 5 meets Government Lot 1.



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

Detail by Entity Name

Florida Limited Liability Company
RAMROD DEVCO LLC

Filing Information

Document Number	L25000486876
FEI/EIN Number	NONE
Date Filed	10/23/2025
Effective Date	10/23/2025
State	FL
Status	ACTIVE

Principal Address

31 OCEAN REEF DRIVE
SUITE C-200
KEY LARGO, FL 33037

Mailing Address

24 DOCKSIDE LANE
PMB 484
KEY LARGO, FL 33037

Registered Agent Name & Address

CHIAPPARELLI, CHRISTOPHER
31 OCEAN REEF DRIVE
SUITE C-200
KEY LARGO, FL 33037

Authorized Person(s) Detail

Name & Address

Title MGR

CHIAPPARELLI, CHRISTOPHER
24 DOCKSIDE LANE PMB 484
KEY LARGO, FL 33037

Title MGR

GRUNOW, JOHN, III
24 DOCKSIDE LANE PMB 484
KEY LARGO, FL 33037

Annual Reports

No Annual Reports Filed

Document Images

[10/23/2025 – Florida Limited Liability](#) [View image in PDF format](#)

Florida Department of State, Division of Corporations

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



Ownership Disclosure of Interest

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

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

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

FORM

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

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

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

<i>Name and Address</i>	<i>% of Ownership</i>
RAMROD DEVCO LLC <small>3101 E. AN REEF DRIVE, SUITE C-200, KEY LARGO, FL 33037</small>	
John Grunow, Manager	50
Chris Chiapparelli, Manager	50

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

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

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

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

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

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

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

* Please provide date of contract _____

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

<i>Name and Address</i>

ParcelId	OwnerName	OwnerAddress1	OwnerAddress2	OwnerAddress3	OwnerCityStZip	Country
1 00207140-000000	BOOTH TYLER	26745 Amberjack Rd			Summerland Key, FL 33042	
2 00207840-000000	BOT TIIF	C/O DEP DIVISION OF STATE LANDS	3900 Commonwealth Blvd Mail Station 108		Tallahassee, FL 32399	
3 00207110-000000	BUCCELLATI GIORGIO AND MARILYN FAM TR 12/12/1996	2533 La Condesa Dr			Los Angeles, CA 90049	
4 00207130-000000	BUCCELLATI LAURA	1000 Venetian Way	Apt 301		Miami Beach, FL 33139	
5 00206970-000000	COON FRANK M	PO Box 510018			Key Colony Beach, FL 33051	
6 00207170-000000	COUNTY OF MONROE	1100 Simonton St	Ste 205		Key West, FL 33040	
7 00207750-000000	DEROUSSE MARTHA L	26875 Old State Road 4A			Summerland Key, FL 33042	
8 00114140-000000	DOT/ST.OF FL	3900 The Capitol			Tallahassee, FL 32399	
9 00207210-000000	GOLSCH GARY G REVOCABLE TRUST 10/22/2020	20953 7th Ave W			Cudjoe Key, FL 33042	
10 00207780-000000	GONZALEZ LUANNE	10255 SW 130th Ct			Miami, FL 33186	
11 00207250-000000	HOLWADEL DAVID L TRUST 02/13/2025	27311 Barbados Ln			Ramrod Key, FL 33042	
12 00114150-000200	KRAUSE ROSEANN	26351 Old State Road 4A			Summerland Key, FL 33042	
13 00114150-000400	KRAUSE RUDOLPH AND ROSEANN TRUSTEE 7/19/1988	26351 Old State Road 4A			Summerland Key, FL 33042	
14 00114150-000301	KRAUSE RUDOLPH O TRUSTEE 7/19/1988	26351 Old State Road 4A			Summerland Key, FL 33042	
15 00207100-000000	LAMASTER KIMBERLY B	PO Box 392			Moore Haven, FL 33471	
16 00206940-000000	LOTT ELLEN MARIE	10232 Tyhurst Rd			Garden Grove, CA 92840	
17 00207810-000000	MONROE COUNTY	1100 Simonton St	Ste 205		Key West, FL 33040	
18 00206980-000000	MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY	1200 Truman Ave	Ste 207		Key West, FL 33040	
19 00207070-000000	PAPANICOLAOU CANCER RESEARCH INSTITUTE AT MIAMI	C/O UNIVERSITY OF MIAMI REAL EST OFFICE	PO Box 248106		Miami, FL 33124	
20 00207060-000000	SCHAEFER MAYME	11319 35 Mile Rd			Bruce Twp, MI 48065	
21 00207260-000000	SUNDANCE RAMROD STORAGE LLC	PO Box 420246			Summerland Key, FL 33042	
22 00114170-000000	SUNSET REEF HOLDINGS LLC	410 Ponte Vedra Blvd			Ponte Vedra Beach, FL 32082	
23 00114150-000100	THOMPSON JERI LEE	27961 Porgie Path			Summerland Key, FL 33042	
24 00206990-000000	WAHLBERG RAOUL R FAMILY TRUST 2/2/1995	26225 Hickory Blvd	Apt 8D		Bonita Springs, FL 34134	
25 00207230-000000	WEWOULD RAM ROD KEY LLC	3101 S Ocean Dr	Apt 3808		Hollywood, FL 33019	

ADDENDUM TO COMMERCIAL CONTRACT

THIS ADDENDUM is made as of the ___ day of October, 2025, by and between Sunset Reef Holdings, LLC, a Florida limited liability company (“**Seller**”) and Ramrod DevCo LLC (“**Purchaser**”). Seller or Purchaser may sometimes be referred to individually as a “**Party**” or collectively as “**Parties**”.

WHEREAS:

A. Seller and Purchaser are the parties to that certain Commercial Contract (the “**Agreement**”) dated of even date with respect to certain real property located in Monroe County, Florida, as more particularly described in paragraph 1 of the Agreement (the “**Property**”).

B. The parties desire to amend the Agreement in certain respects as more particularly set forth below.

NOW, THEREFORE, in consideration of the execution and delivery of the Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby further agree as follows:

1. **Precedence**. This Addendum shall be deemed a part of, but shall take precedence over and supersede any provisions to the contrary contained in the Agreement.

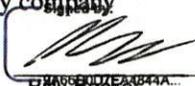
2. **Defined Terms**. All initial capitalized terms used in this Addendum shall have the same meaning as set forth in the Agreement unless otherwise provided.

3. **Property**. The Property, together with all easements and rights benefiting or appurtenant to the Property shall include, without limitation, all improvements and fixtures thereon and thereto (collectively, “**Improvements**”) and any and all of the Seller’s rights, title, privileges, appurtenances, hereditaments, easements, reversions and remainders pertaining to or used in connection therewith, including without limitation, any and all (a) access easements, streets, rights of way, alleys, strips and gores, and other rights appurtenant, adjacent or connecting thereto; (b) minerals, oil, gas, and other hydrocarbon substances in or under the Property, or that may be produced therefrom, and any and all mineral and royalties rights therein or thereunto pertaining; (c) rights, privileges, and benefits under all guarantees, warranties, and utility contracts relating to all or any portion of the Property (but only to the extent Purchaser requests assignment of such contracts prior to Closing); and (d) development and concurrency rights, privileges, permits, entitlements and credits, incentives, impact fee credits, prepaid fees, air rights, water rights, water stock, water capacity, submerged lands, sewer, wastewater and re-use water rights, sewage treatment capacity, other utility capacity and rights, concurrency certificates, approvals and permits, variances, covenants, any awards for damage to the Property and/or Improvements by reason of change of grade thereof, and all other approvals issued by any federal, state, county, local, municipal or other governmental or quasi-governmental department, entity, authority, commission, board, bureau, court, agency or any instrumentality of any of them having jurisdiction over the Property or Improvements or the owner thereof (“**Governmental Authority**”) relating to zoning, development, or use of the property conveyed hereby, and appurtenances of Seller therein or thereto pertaining, including without limitation all rights of way or use, riparian rights, water rights, and servitudes which are necessary for the operation of the Property or which otherwise benefit or are appurtenant to the Property or the Improvements, including, without limitation, all right, title and interest of Seller in all documents, agreements and permits relating to access to and use of any navigable waters, and any land lying in the bed of any street, road or alley, open or proposed, in front of, abutting or adjoining the Property, all of the foregoing items (a) through (d) to the extent owned by Seller and transferable, and otherwise subject to the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the date first above written.

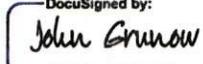
SELLER:

Sunset Reef Holdings, LLC, a Florida limited liability company

By: 
Name: Billy Becker
Title: 10/29/2025

PURCHASER:

Ramrod DevCo LLC, a Florida limited liability company

DocuSigned by:

By: John Grunow
Name: John Grunow
Title: 10/29/2025

Agreed on execution by Escrow Agent, Escrow Agent
Acknowledges receipt of the Escrow Funds:

ESCROW AGENT:

Carlton Fields, P.A.

By: 
Name: Jordan Haynes
Title: SHAREHOLDER