

**File #:** 2026-034

**Owner's Name:** Dickerson Coppitt Housing,  
LLC

**Applicant/Contact:** Smith Hawks (Bart  
Smith/Jess Goodall)

**Type of Application:** Live Local Act

**Key:** Big Coppitt

**RE #:** 00120940-001000

# **Additional Information added to File 2026-034**

**End of Additional File 2026-034**

**MONROE COUNTY  
PLANNING & ENVIRONMENTAL RESOURCES DEPARTMENT**



**RECEIVED**  
2026-034  
**FEB 19 2026**  
MONROE COUNTY  
PLANNING DEPT.

**Live Local Act Authorization Application Form**  
Application Fee: \$50/hr.<sup>1</sup>(If Applicable)

This form is to be submitted when requesting authorization of development in accordance with F.S. 125.01055(7) ("Live Local Act").

**Date of Application:** 02 / 09 / 2026  
Month Day Year

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

<u>Smith Hawks, PL</u>	<u>Barton W. Smith / Jess Miles Goodall</u>
Applicant (Name of Person, Business or Organization)	Name of Person Submitting this Application
<u>138 Simonton Street</u>	
Mailing Address (Street, City, State and Zip Code)	
<u>(305) 296 7227</u>	<u>Bart@SmithHawks.com/Jess</u>
Work Phone	Home Phone
Cell Phone	Email Address

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

<u>Dickerson Coppitt Housing, LLC</u>	<u>c/o Agent</u>
(Name/Entity)	Contact Person
<u>c/o Agent</u>	
Mailing Address (Street, City, State and Zip Code)	
<u>c/o Agent</u>	<u>c/o Agent</u>
Work Phone	Home Phone
Cell Phone	Email Address

**Legal Description of Property Proposing Authorization through Live Local Act:**  
(If in metes and bounds, attach legal description on separate sheet.)

<u>Block</u>	<u>Lot</u>	<u>Subdivision</u>	<u>Big Coppitt</u>
<u>00120940-001000</u>			<u>Key</u>
Parcel Identification Number			Alternate Key Number
<u>101-504 POLISH THUNDER Rd, BIG COPPITT KEY</u>			<u>9.5</u>
Street Address (Street, City, State & Zip Code)			Approximate Mile Marker

<sup>1</sup> Planning Fee (Miscellaneous-per hour) pursuant to BOCC Resolution 148-2025, as may be amended/updated from time to time.

Building Permit Application Number(s) (if already submitted): Not Yet Submitted

Brief Description of Development Proposal (include all proposed uses): \_\_\_\_\_

Fifty Four (54) affordable Housing Dwelling Units

**Land Use District (select Zoning District):**

- |   |  |
|---|--|
| <input type="checkbox"/> Commercial 1 (C1)                                | <input type="checkbox"/> Military Facilities (MF)  |
| <input type="checkbox"/> Commercial 2 (C2)                                | <input type="checkbox"/> Maritime Industries (MI)  |
| <input type="checkbox"/> Commercial Fishing Area (CFA)                    | <input type="checkbox"/> Mixed Use (MU)            |
| <input type="checkbox"/> Commercial Fishing Special Districts 1-12 (CFSD) | <input type="checkbox"/> Suburban Commercial (SC)  |
| <input type="checkbox"/> Commercial Fishing Village (CFV)                 | <input type="checkbox"/> Recreational Vehicle (RV) |
| <input checked="" type="checkbox"/> Industrial (I)                        | <input type="checkbox"/> Urban Commercial (UC)     |
|   | <input type="checkbox"/> Other _____               |

Total Upland Area of Site: 3.8 acres

Total Buildable Acres of Site: 3.04 acres

**Type of Development Requesting Authorization Through Live Local Act:**

**Multifamily Residential Development:**

Proposed Use	Units (#)	Floor Area (SF)	% of Total Units	% of Total Floor Area
Affordable	54	47,1196	100	100
Market Rate				
Total				

**Mixed Use Multifamily Development:**

Proposed Use	Units (#)	Floor Area (SF)	% of Total Units	% of Total Floor Area
Affordable				
Market Rate				
Transient Units				
Nonresidential Use				
Total				

Proposed Term of Affordable Housing Deed Restriction<sup>2</sup>: 99 years

Maximum Height Proposed: 41'-4" ft.; 3 stories

Are you requesting a reduction in off-street parking requirements as required in LDC Section 114-67? If yes, please attach a narrative describing the number of parking spaces required, the number of parking spaces proposed, and the justification for the proposed reduction in accordance with the Live Local Act.

No  Yes

Please Identify the Source of ROGO Allocations/Exemptions

- Applying for New Allocations from Monroe County
- Approved ROGO Reservation in place
- Existing On Site ROGO Exemption(s)
- Transferring ROGO Exemptions from \_\_\_\_\_  
Address, City, State

**If applicable, the following items are required to be submitted with this form in order to obtain authorization of a project's eligibility to obtain administrative approval through the Live Local Act. Please check the box as each required item is attached to this form:**

- Notarized Agent Authorization Letter (note: authorization is needed from all owner(s) of the subject property)
- Signed and sealed boundary survey
- Draft Affordable Housing Deed Restriction
- Parking Reduction Narrative

<sup>2</sup> Monroe County Affordable ROGO Allocation deed restriction requirements shall also apply.

I, the Applicant, attest and certify that I am familiar with the information contained in this form and that such information is true, complete, and accurate. I, the Applicant, attest and certify that I am aware that authorization through this form does not constitute approval of the proposed development and that a building permit is required in order to obtain site plan and development approval.

Signature of Applicant: [Handwritten Signature] Date: February 9, 2026

Printed Name of Applicant: Jess Miles Goodall, as Agent

STATE OF Florida

COUNTY OF Monroe

Sworn to and subscribed before me this 9th day of February, 2026, by means of  physical presence or  online notarization,

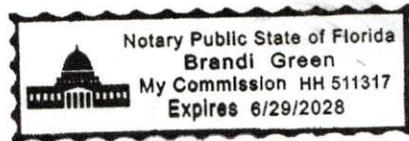
by Jess Miles Goodall, who is personally known to  
(PRINT NAME OF PERSON MAKING STATEMENT)

me OR produced N/A as identification.  
(TYPE OF ID PRODUCED)

[Handwritten Signature]  
Signature of Notary Public

Brandi Green

Print, Type or Stamp Commissioned Name of Notary Public



My commission expires: 06/29/2028

AGENT AUTHORIZATION FORM

Date of Authorization: 02 / 09 / 26
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 Dickerson Coppitt Housing, 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. Big Coppitt Key
Lot Block Subdivision Key (Island)
00120940-001000 9105058
Real Estate (RE) / Parcel ID Number Alternate Key Number
101-504 Plish Thunder Road, Big Coppitt Key, Florida 33040 9.5
Street Address (Street, City, State & Zip Code) Approximate Mile Marker

Authorized Agent Contact Information:

138 Simonton Street, Key West, Florida 33040
Mailing Address (Street, City, State and Zip Code) Bart@SmithHawks.com
Jess@SmithHawks.com
Brandi@SmithHawks.com
(305) 296-7227
Work Phone Home Phone Cell Phone Email Address

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

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

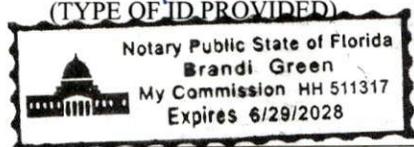
Signature of Property Owner: [Signature] Date: 02/09/2026

STATE OF FLORIDA COUNTY OF MONROE

Sworn to and subscribed before me, by means of either [X] physical presence OR [ ] online notarization,
on 9th day of February, 2026, by BARTON W. SMITH
(PRINT NAME OF PERSON MAKING STATEMENT)

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

Brandi Green
SIGNATURE OF NOTARY PUBLIC



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

## LEGAL DESCRIPTION

A TRACT OF LAND BEING A PART OF GOVERNMENT LOT 1, SECTION 21, TOWNSHIP 67 SOUTH, RANGE 26 EAST, AT BIG COPPITT KEY, MONROE COUNTY, STATE OF FLORIDA AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, TO-WIT: COMMENCING AT THE SOUTHWEST CORNER OF BLOCK 9 OF GULFREST PARK PLAT NO. 2, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 4, AT PAGE 157 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA, THENCE N90°00'00"E ALONG THE SOUTH BOUNDARY LINE OF SAID GULFREST PARK PLAT NO. 2 FOR A DISTANCE OF 185.00 FEET TO A POINT, SAID POINT BEING THE POINT OF BEGINNING; THENCE N90°00'00"E CONTINUING ALONG SAID SOUTH BOUNDARY LINE OF GULFREST PARK PLAT NO. 2 FOR A DISTANCE OF 700.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF BARCELONA DRIVE, ACCORDING TO THE PLAT OF BAY VIEW PARK, AS RECORDED IN PLAT BOOK 5, AT PAGE 106 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; THENCE S00°00'00"E ALONG SAID WEST RIGHT-OF-WAY LINE OF SAID BARCELONA DRIVE FOR A DISTANCE OF 976.42 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF "F" AVENUE, ACCORDING TO THE PLAT OF COPPITT EXTENSION, AS RECORDED IN PLAT BOOK 5, AT PAGE 21 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; THENCE N90°00'00"W ALONG SAID NORTH RIGHT-OF-WAY LINE OF "F" AVENUE FOR A DISTANCE OF 131.28 FEET TO A POINT ON THE HISTORIC MEAN HIGH WATER LINE OF THE BAY OF FLORIDA, AS LOCATED ON FEBRUARY 12, 1974, PER THE DEED RECORDED IN THE OFFICIAL RECORDS BOOK 2587 AT PAGE 1724 OF THE PUBLIC RECORDS OF MONROE COUNTY, STATE OF FLORIDA; THENCE MEANDERING SAID MEAN HIGH WATER LINE IN A NORTHEASTERLY, NORTHWESTERLY, WESTERLY AND SOUTHWESTERLY DIRECTION TO A POINT; THENCE N00°00'00"E AND LEAVING SAID MEAN HIGH WATER LINE FOR A DISTANCE OF 144.34 FEET TO A POINT ON THE SOUTH BOUNDARY LINE OF THE TRACT OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 2918 AT PAGE 779 OF THE PUBLIC RECORDS OF MONROE COUNTY, STATE OF FLORIDA; THENCE N90°00'00"E ALONG SAID SOUTH BOUNDARY LINE OF THE TRACT OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 2918 AT PAGE 779 OF THE PUBLIC RECORDS OF MONROE COUNTY, STATE OF FLORIDA FOR A DISTANCE OF 236.75 FEET TO THE SOUTHEAST CORNER OF SAID TRACT OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 2918 AT PAGE 779 OF THE PUBLIC RECORDS OF MONROE COUNTY, STATE OF FLORIDA; THENCE N00°00'00"E ALONG THE EAST LINE OF SAID TRACT OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 2918 AT PAGE 779 OF THE PUBLIC RECORDS OF MONROE COUNTY, STATE OF FLORIDA FOR A DISTANCE OF 340.00 FEET TO A POINT; THENCE N90°00'00"E FOR A DISTANCE OF 135.00 FEET TO A POINT; THENCE N45°00'00"E FOR A DISTANCE OF 70.71 FEET BACK TO THE POINT OF BEGINNING. SAID TRACT OF LAND CONTAINS 14.56 ACRES, MORE OR LESS.



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

## Detail by Entity Name

Florida Limited Liability Company  
DICKERSON COPPITT HOUSING, LLC

### Filing Information

<b>Document Number</b>	L22000320330
<b>FEI/EIN Number</b>	N/A
<b>Date Filed</b>	07/19/2022
<b>State</b>	FL
<b>Status</b>	ACTIVE
<b>Last Event</b>	LC AMENDMENT
<b>Event Date Filed</b>	10/11/2023
<b>Event Effective Date</b>	NONE

### Principal Address

5555 College Road  
KEY WEST, FL 33040

Changed: 03/01/2024

### Mailing Address

5555 College Road  
KEY WEST, FL 33040

Changed: 03/01/2024

### Registered Agent Name & Address

SMITH, BARTON W  
138 SIMONTON STREET  
KEY WEST, FL 33040

### Authorized Person(s) Detail

#### **Name & Address**

Title AMBR

JOYNER, JOHN F  
1501 CHARLOTTE AVENUE  
MONROE, NC 28110

Title AMBR

SMITH, BARTON W  
138 SIMONTON STREET  
KEY WEST, FL 33040

Title Manager

Johnson, Leslie  
5555 College Road  
KEY WEST, FL 33040

**Annual Reports**

<b>Report Year</b>	<b>Filed Date</b>
2024	03/01/2024
2025	02/10/2025
2026	01/21/2026

**Document Images**

<a href="#">01/21/2026 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/10/2025 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/01/2024 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">10/11/2023 -- LC Amendment</a>	<a href="#">View image in PDF format</a>
<a href="#">04/27/2023 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">07/19/2022 -- Florida Limited Liability</a>	<a href="#">View image in PDF format</a>

### DENSITY AND INTENSITY TABLE

<b>LAND USE/HABITAT</b>	<b>FAR/DENSITY (live Local)</b>	<b>SIZE OF SITE (UPLAND) acres</b>	<b>MAXIMUM ALLOWED</b>	<b>PROPOSED</b>	<b>POTENTIAL USED</b>
Upland	40	1.60	64	0	0.00%
Disturbed Upland	40	0.70	28	0	0.00%
Disturbed Wetland	40	1.50	60	0	0.00%
<b>Total</b>		<b>3.80</b>	<b>152</b>	<b>54</b>	<b>35.53%</b>

This instrument was prepared by:  
Jess Miles Goodall  
SMITH HAWKS, PL  
138 Simonton Street  
Key West, FL 33040  
(305) 296-7227

**MONROE COUNTY PLANNING DEPARTMENT  
AFFORDABLE/EMPLOYEE HOUSING DEED RESTRICTION**

**THIS DEED RESTRICTION SHALL BE INCORPORATED IN WHOLE AND  
REFERENCED BY BOOK AND PAGE NUMBER ON ALL TRANSFERS OF THE  
BELOW DESCRIBED REAL PROPERTY**

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

Notice is hereby given that:

- I. This Declaration of Affordable Employee housing Deed Restrictions (hereinafter “Deed Restriction”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2026, by **DICKERSON COPPITT HOUSING LLC.**, a Florida limited liability company (the “Declarant”), whose principal mailing address is 138 Simonton Street, Key West, Florida, 33040. This Declaration applies to each of the fifty-four (54) residential units of employee housing located on that certain real property, situated, lying and being in Monroe County, State of Florida, located at MM 9.5, Big Coppitt, Florida. The undersigned being the sole owner of the Property, which is more fully described in the legal description attached hereto and incorporated herein as **Exhibit A** bearing Real Estate Nos.: 00120940-001000 (the “Property”).
- II. The Residential Building Permit Number associated with the construction of the dwelling units on the Property, information related to the units, and the Site Plan is attached hereto and incorporated herein as **Exhibit B**.
- III. The Monroe County Board of County Commissioners, at its regularly scheduled October 18, 2023, public meeting, approved Resolution 490-2023, attached hereto as **Exhibit C**, waiving building permit fees for Monroe County building permit numbers MULTI-AFF-2023-0001, MULTI-AFF-2023-0002, MULTI-AFF-2023-0003, MULTI-AFF-2023-0004, and MULTI-AFF-2023-0005, contingent on final deed restrictions on the dwelling units.
- IV. This Deed Restriction is for fifty-four (54) moderate income housing dwelling unit.
- V. Under the affordable housing provisions set forth in the Monroe County Land Development Regulations, the owner of the Property has been exempted from payment of “Fair Share Impact Fees” for the affordable housing to be constructed on the Property.

- VI. The use of fifty-four (54) dwelling units are restricted for a period of at least ninety-nine (99) years to households with an adjusted gross annual income no greater than one-hundred twenty (120) percent of the median adjusted gross annual income for tenant occupied households within Monroe County, if occupied by a tenant.
- VII. In addition, in no case may any dwelling unit be occupied by households with an adjusted gross annual income greater than one hundred twenty (120) percent of the median adjusted gross annual income for owner-occupied households within Monroe County, if the owner(s) occupies the dwelling unit, for a period of at least ninety-nine (99) years.
- VIII. The employee housing units are intended to and shall serve only as affordable permanent housing for working households, which derive at least seventy (70) percent of their household income from gainful employment in Monroe County and meet the requirements for affordable housing.
- IX. The maximum sales price for an owner-occupied affordable housing unit shall mean a price not exceeding four and one quarter (4.25) times the annual median household income for Monroe County for a two (2) bedroom unit. Notwithstanding any language to the contrary contained in this Deed Restriction, this Deed Restriction shall not restrict the sale or sales price of the Property to an entity or entities that shall continue to rent the units on the Property pursuant to the terms and affordable restrictions of this Deed Restriction.
- X. The covenants shall be effective for ninety-nine (99) years but shall not commence running until a certificate of occupancy has been issued by the building official for the dwelling unit on the Property. This Deed Restriction shall remain in effect for ninety-nine (99) years regardless of the owners or occupants' ability to comply or re-qualify on an annual basis or as otherwise may be required.
- XI. At the time of sale of an owner-occupied affordable housing unit, said unit may only be sold to a household within that unit's same income category.
- E.g., an owner-occupied affordable housing unit which is encumbered by a moderate-income deed restriction may only be sold to another household that qualifies for the County's above-described moderate-income category or lower.
- XII. Tourist housing use or vacation rental use of affordable or employee housing units is prohibited.
- XIII. **No Encumbrances.** There is no mortgage on the Property, nor will a mortgage be recorded on the Property prior to the recording of this Deed Restriction. Otherwise, we understand that a Joinder by the mortgagee (lender) will be required to be included with this Deed Restriction if a mortgage is obtained prior to this Deed Restriction being recorded in the Official Records of Monroe County, Florida.

There is/are no non-mortgage encumbrance(s) on the property legally described above except for those identified in the Opinions of Title attached hereto as **Exhibit D**; no other non-mortgage encumbrance will be recorded on that property prior to the recording of this Deed

Restriction. We understand that a Joinder by the non-mortgage encumbrance-holder will be required to be included with this Deed Restriction if a non-mortgage encumbrance is obtained prior to this Deed Restriction being recorded in the Official Records of Monroe County, Florida.

- XIV. No equity may be borrowed against the value of the affordable housing units which exceeds the maximum sales price in Paragraph IX. This prohibition is for an aggregate loan amount of all equity against the total units. A series of smaller equity loans may not be obtained whose total loan amount exceeds the maximum sales price in Paragraph IX.
- XV. All of the restrictions herein shall be binding upon any transferees, lessees, heirs, assigns or successors in the chain of title for the property and owner-occupant(s) and tenant-occupant(s) thereto, it being recognized that recordation of this Deed Restriction constitutes constructive notice to all interested parties.
- XVI. **Breach or Violation.** In the event of breach of violation of the restrictions or terms herein, the County shall provide a written "Notice of Default" or "Notice of Violation" to the defaulting undersigned Grantor(s), the defaulting owner-occupant(s), and/or the defaulting tenant(s) thereto, and a defaulting party shall have the right to cure such breach(es) or violation(s) within thirty (30) calendar days of receipt of notice of such breach(es) or violation(s).

Uncured breach(es) or violation(s) of the terms of and restrictions imposed by this Deed Restriction shall, without any additional notice beyond this Deed Restriction's recordation, entitle the County to immediately suspend, without liability to the County, development applications, pending permits, approvals, and inspections, of which are contingent upon the effectiveness of and compliance with this Deed Restriction, except for those permits, approvals, or inspections necessary to cure such breach(es) or violation(s). Uncured breach(es) or violation(s) of a term or restriction imposed herein shall be presumed to constitute a breach or violation of an irreparable or irreversible nature.

In the event of any suit, action, proceeding, in law or in equity, by the County to enforce the restrictions or terms contained herein, if the County prevails in any such suit, action, or proceeding, on trial or appeal, the County shall be entitled to reasonable attorney's fees, including trial, appellate, bankruptcy, and post-judgment costs and collection proceedings for the maintenance or defense of any such suit, action, or proceeding, to be paid by the losing party(ies) as fixed by the court. Any judgment so rendered in favor of the County in connection with any such suit, action, or proceeding arising out of, related to, or in connection with this Deed Restriction, shall bear interest at the highest rate allowed by law. The County shall recover reasonable legal and professional fees attributable to the preparation, administration, and enforcement of such suit, action or proceeding, from any person(s) and/or entity(ies) from or to whom a demand or enforcement request is made, regardless of actual initiation of a suit, action, or proceeding. These remedies are in addition to any other remedy, fine, or penalty which may be initiated under, including, but not limited to, Chapter 162, Florida Statutes.

XVII. **Joint-and-Severall Liability.** If the undersigned Grantor(s), owner-occupant(s) thereto, or tenant-occupant(s) thereto, or successors in title to or interest in the property or any other non-County natural person(s) or legal person(s) are party(ies) to any suit, action, or proceeding, in law or in equity, initiated or filed by the County to enforce any provision, restriction, or term contained herein, and consists of more than one person(s) or entity(ies), all such person(s) and entity(ies) shall be jointly-and-severally liable.

XVIII. **Cumulative Remedies.** In the event of any breach or violation of the restrictions or terms herein, the County shall, without liability to the County, have the right to proceed at law or in equity as may be necessary to enforce compliance with the restrictions or terms hereof, to enjoin activities, construction, maintenance, practices, repairs, and uses inconsistent with the restrictions or terms hereof, and to otherwise prevent the breach or violation of any of them, to collect damages, and is both authorized and entitled to enforce this Deed Restriction by emergency, preliminary, and permanent injunction, including by ex parte motion and action for such injunction(s), it being hereby expressly and specifically agreed-upon that the County has no adequate remedy at law for such breach(es) or violation(s), or such other legal method as the County deems appropriate. All rights and remedies accruing to the County are assignable in whole or in part and are cumulative; that is, the County may pursue such rights and remedies as the law and this Deed Restriction afford it in whatever order the County desires and the law permits. The County's resort to any one law(s) or remedy(ies) in advance of any other shall not result in waiver or compromise of any other law(s) or remedy(ies). The undersigned Grantor(s) hereby agree(s) to and shall pay for all costs associated with the County's actions to enforce this Deed Restriction.

Failure by the undersigned Grantor(s), or owner-occupants or tenant-occupants thereto, to comply with or perform any act required by or under this Deed Restriction shall not impair the validity of this Deed Restriction or the conditions, provisions, reservations, restrictions, rights, or terms hereof or limit their enforceability in any way.

Enforcement of the conditions, provisions, restrictions, and terms of this Deed Restriction shall be at the discretion of the County. The County's delay or failure to enforce or omission in the exercise of any condition, provision, reservation, restriction, right, or term contained herein, however long continued, shall not be deemed a waiver or estoppel of the right to do so thereafter as to any violation(s) or breach(es). No County waiver of a breach of any condition, provision, reservation, restriction, right, or term hereof, shall be construed to be a waiver of any succeeding breach of the same.

XIX. **Limitation of Liability.** In the event of any litigation concerning any condition, provision, restriction, or term of this Deed Restriction, the undersigned Grantor(s), and owner-occupant(s) and tenant-occupant(s) thereto, hereby waive their right to a jury trial. The undersigned Grantor(s) further agree that no claim(s) shall be made by it for any delay or hindrance allegedly attributable to the County during the progress of any portion of or during the effective period of this Deed Restriction.

XX. **Duty to Cooperate and No Arbitration.** The undersigned Grantor(s), and owner-occupant(s) and tenant-occupant(s) thereto, shall, to ensure the effective implementation of the government purpose furthered by this Deed Restriction, cooperate with the County's reasonable requests

submitted to said Grantor(s), and owner-occupant(s) and tenant-occupant(s) thereto, regarding the conditions, restrictions, and terms contained herein. No suit, action, or proceeding arising out of, related to, or in connection with this Deed Restriction is subject to arbitration, and mediation proceedings initiated and conducted that arise out of, relate to, or are in connection with this Deed Restriction shall be in accordance with the Florida Rules of Civil Procedure.

- XXI. **Governing Laws/Venue.** This Deed Restriction is, and the enforcement of the restrictions, terms, and obligations established therefrom are governed by the Monroe County Comprehensive Plan, the Monroe County Code(s), the Florida Building Code, and the Florida Statutes, and shall be liberally construed to effectuate the public purpose of this Deed Restriction. Exclusive venue for any dispute arising from or under, relating to, or in connection with, this Deed Restriction, shall be in the Sixteenth Judicial Circuit in and for Monroe County, Florida.
- XXII. **Construction and Interpretation.** The construction and interpretation of such, and all other, Monroe County Comprehensive Plan provision(s) and Monroe County Code(s) provision(s) shall be deferred in favor of the Monroe County (a/k/a Monroe County Board of County Commissioners) and such construction and interpretation shall be entitled to great weight on trial and on appeal.
- XXIII. **Inconsistency, Partial Invalidity, Severability, and Survival of Provisions.** If any condition, provision, reservation, restriction, right, or term of this Deed Restriction, or any portion thereof, is/are held invalid or unenforceable in or by any administrative hearing officer or court of competent jurisdiction, the invalidity or unenforceability of such condition, provision, reservation, restriction, right, term, or any portion(s) thereof, shall neither limit nor impair the operation, enforceability, or validity of any other condition, provision, reservation, right, term, or any remaining portion(s) thereof. All such other conditions, provisions, reservations, restrictions, rights, terms, and remaining portion(s) thereof shall continue unimpaired in full force and effect.
- XXIV. **Captions and Paragraph Headings.** Captions and paragraph headings, where used herein, are inserted for convenience only and are not intended to descriptively limit the scope and intent of the particular paragraph or text to which they refer.
- XXV. **Authority to Attest.** Each party to this Deed Restriction represents and warrants to the other that the execution, delivery, and performance of this Deed Restriction has been duly authorized by all necessary corporate and other organizational action, as required.
- XXVI. **Entire Agreement.** This Deed Restriction constitutes the entire Deed Restriction and any representation or understanding of any kind preceding the date of this Deed Restriction's execution or recordation is not binding upon the Grantor(s) or the County, except to the extent that it has been incorporated into this Deed Restriction.

[SIGNATURE PAGES TO FOLLOW]

I/we certify that I/we am/are familiar with the information herein contained and that it is true and correct; and I/we will abide by the above stated restrictions pursuant to Monroe County Code as may be amended from time to time.

**WITNESSES:**

**OWNER:**

**DICKERSON COPPITT HOUSING LLC**, a  
Florida limited liability company

By: \_\_\_\_\_  
Barton W. Smith, Authorized Representative

\_\_\_\_\_  
Witness Name: Jess Miles Goodall  
Witness Address: 138 Simonton Street  
Key West, FL 33040

\_\_\_\_\_  
Witness Name: Jenipher Cabot  
Witness Address: 138 Simonton Street  
Key West, FL 33040

State:  
County:

The foregoing instrument was acknowledged before me by means of ( ) physical presence or ( ) online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2024, by Barton W. Smith, as authorized representative of **DICKERSON COPPITT HOUSING LLC**, who is ( ) personally known to me or ( ) who produced \_\_\_\_\_ as identification.

My Commission Expires

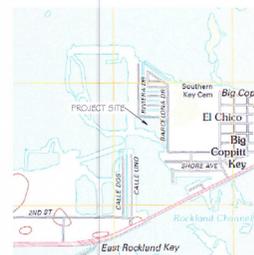
\_\_\_\_\_  
Notary Public (Signature)

\_\_\_\_\_  
Notary Public (Print Name)

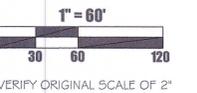
**EXHIBIT A**  
**LEGAL DESCRIPTION**

A TRACT OF LAND BEING A PART OF GOVERNMENT LOT 1, SECTION 21, TOWNSHIP 67 SOUTH, RANGE 26 EAST, AT BIG COPPITT KEY, MONROE COUNTY, STATE OF FLORIDA AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, TO-WIT: COMMENCING AT THE SOUTHWEST CORNER OF BLOCK 9 OF GULFREST PARK PLAT NO. 2, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 4, AT PAGE 157 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA, THENCE N90°00'00"E ALONG THE SOUTH BOUNDARY LINE OF SAID GULFREST PARK PLAT NO. 2 FOR A DISTANCE OF 185.00 FEET TO A POINT, SAID POINT BEING THE POINT OF BEGINNING; THENCE N90°00'00"E CONTINUING ALONG SAID SOUTH BOUNDARY LINE OF GULFREST PARK PLAT NO. 2 FOR A DISTANCE OF 700.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF BARCELONA DRIVE, ACCORDING TO THE PLAT OF BAY VIEW PARK, AS RECORDED IN PLAT BOOK 5, AT PAGE 106 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; THENCE S00°00'00"E ALONG SAID WEST RIGHT-OF-WAY LINE OF SAID BARCELONA DRIVE FOR A DISTANCE OF 976.42 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF "F" AVENUE, ACCORDING TO THE PLAT OF COPPITT EXTENSION, AS RECORDED IN PLAT BOOK 5, AT PAGE 21 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; THENCE N90°00'00"W ALONG SAID NORTH RIGHT-OF-WAY LINE OF "F" AVENUE FOR A DISTANCE OF 131.28 FEET TO A POINT ON THE HISTORIC MEAN HIGH WATER LINE OF THE BAY OF FLORIDA, AS LOCATED ON FEBRUARY 12, 1974, PER THE DEED RECORDED IN THE OFFICIAL RECORDS BOOK 2587 AT PAGE 1724 OF THE PUBLIC RECORDS OF MONROE COUNTY, STATE OF FLORIDA; THENCE MEANDERING SAID MEAN HIGH WATER LINE IN A NORTHEASTERLY, NORTHWESTERLY, WESTERLY AND SOUTHWESTERLY DIRECTION TO A POINT; THENCE N00°00'00"E AND LEAVING SAID MEAN HIGH WATER LINE FOR A DISTANCE OF 144.34 FEET TO A POINT ON THE SOUTH BOUNDARY LINE OF THE TRACT OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 2918 AT PAGE 779 OF THE PUBLIC RECORDS OF MONROE COUNTY, STATE OF FLORIDA; THENCE N90°00'00"E ALONG SAID SOUTH BOUNDARY LINE OF THE TRACT OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 2918 AT PAGE 779 OF THE PUBLIC RECORDS OF MONROE COUNTY, STATE OF FLORIDA FOR A DISTANCE OF 236.75 FEET TO THE SOUTHEAST CORNER OF SAID TRACT OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 2918 AT PAGE 779 OF THE PUBLIC RECORDS OF MONROE COUNTY, STATE OF FLORIDA; THENCE N00°00'00"E ALONG THE EAST LINE OF SAID TRACT OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 2918 AT PAGE 779 OF THE PUBLIC RECORDS OF MONROE COUNTY, STATE OF FLORIDA FOR A DISTANCE OF 340.00 FEET TO A POINT; THENCE N90°00'00"E FOR A DISTANCE OF 135.00 FEET TO A POINT; THENCE N45°00'00"E FOR A DISTANCE OF 70.71 FEET BACK TO THE POINT OF BEGINNING. SAID TRACT OF LAND CONTAINS 14.56 ACRES, MORE OR LESS.

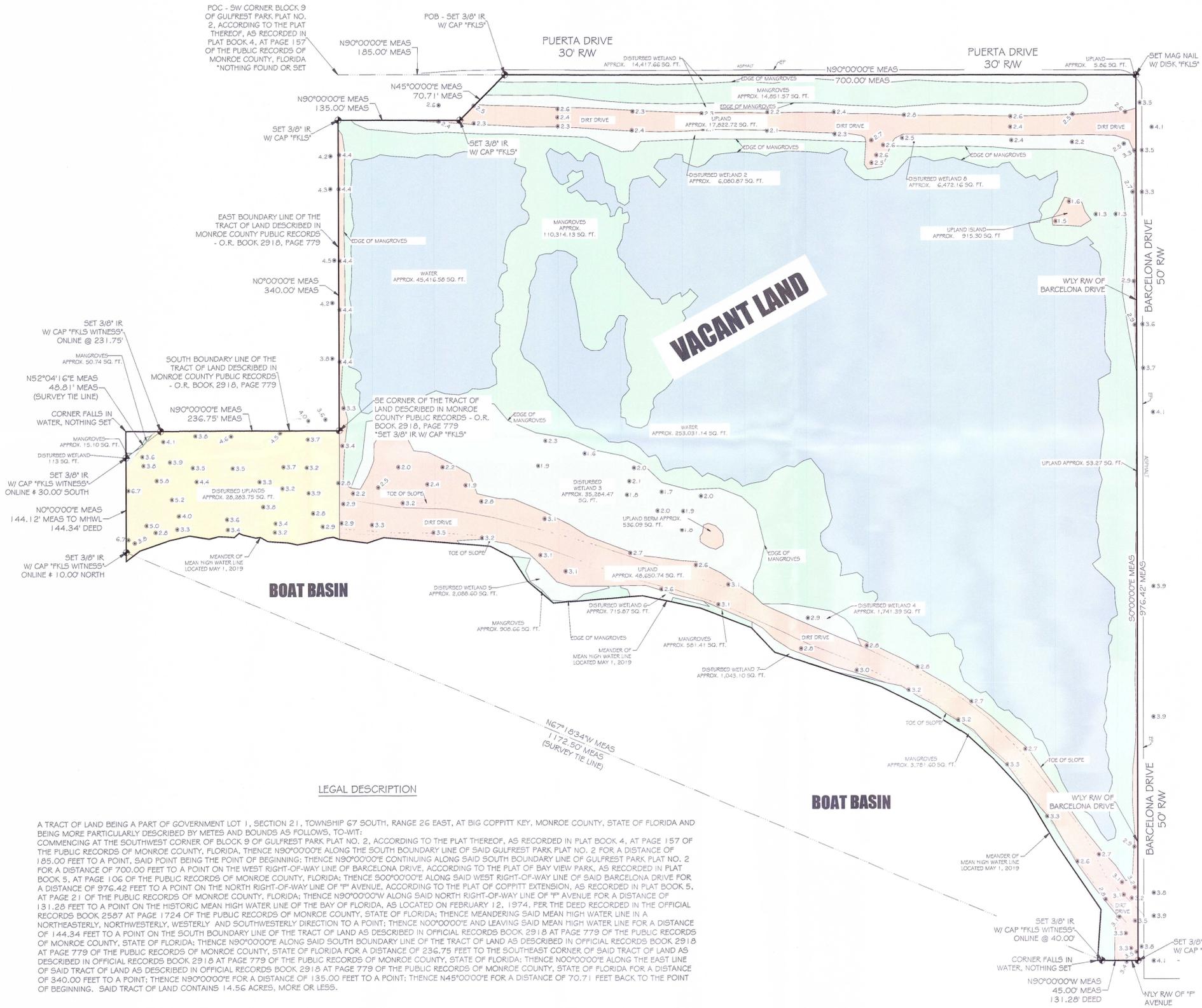
# MAP OF BOUNDARY SURVEY



LOCATION MAP - NTS  
SEC. 21-T67S-R26E



\*VERIFY ORIGINAL SCALE OF 2"



**TOTAL AREAS**

UPLAND: 67,984 SQFT ± (1.6 ACRES ±)
DISTURBED UPLAND: 28,284 SQFT ± (0.7 ACRES ±)
DISTURBED WETLAND: 67,987 SQFT ± (1.5 ACRES ±)
MANGROVES: 130,803 SQFT ± (3.0 ACRES ±)
WATER: 298,447 SQFT ± (6.8 ACRES ±)
<b>TOTAL: 593,175 SQFT ± (13.6 ACRES ±)</b>

\*ALL AREA CALCULATIONS ARE BASED ON EXISTING LAND MASS AND DO NOT PURPORT TO SHOW OWNERSHIP

**SURVEY NOTES**

- NO ATTEMPT WAS MADE TO RESOLVE CONFLICTS BETWEEN THE RECOVERED BOUNDARY INFORMATION AND THE OCCUPATIONAL LINES.
- NO TITLE OPINION OR ABSTRACT TO THE SUBJECT PROPERTY HAS BEEN PROVIDED. IT IS POSSIBLE THAT THERE ARE DEEDS, EASEMENTS, OR OTHER INSTRUMENTS (RECORDED OR UNRECORDED) WHICH MAY AFFECT THE SUBJECT PROPERTY. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THE SURVEYOR.
- BEARINGS SHOWN HEREON ARE REFERENCED TO NAD83/000000E ALONG THE SOUTH LINE OF GULFREST PARK PLAT NO. 2, PLAT BOOK 4 AT PAGE 157, MONROE COUNTY, FLORIDA, PER SUBJECT PROPERTY LEGAL DESCRIPTION.
- COORDINATES WERE ESTABLISHED BY A REAL-TIME KINEMATIC (RTK) GNSS CONTROL SURVEY WHICH IS CERTIFIED TO A 2 CENTIMETER LOCAL ACCURACY, RELATIVE TO THE NEAREST CONTROL POINT WITHIN THE NATIONAL GEODETIC SURVEY (NGS) GEODETIC CONTROL NETWORK. METHOD: WIDE AREA CONTINUOUSLY OPERATING GPS REFERENCE STATION NETWORK (TRIMBLE VRS), WITH TIES TO NATIONAL GEODETIC SURVEY CONTROL NETWORK.
- ELEVATIONS SHOWN HEREON ARE IN FEET AND BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 1929).
- BENCHMARK DESCRIPTION: NATIONAL GEODETIC SURVEY BENCHMARK DESIGNATION 872 4459 E (D.M., P.I.D. MANGROVE, ELEVATION 16.10 (NSVD 1929)).
- THIS MAP OR COPIES OF THIS MAP ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
- ADDITIONS OR DELETIONS TO THIS MAP ARE PROHIBITED WITHOUT WRITTEN CONSENT OF THE SURVEYOR AND MAPPER IN RESPONSIBLE CHARGE.
- NO UNDERGROUND IMPROVEMENTS WERE LOCATED.
- ALL UNITS ARE SHOWN IN U.S. SURVEY FEET.
- WELL IDENTIFIED FEATURES IN THIS SURVEY WERE FIELD MEASURED TO A HORIZONTAL POSITIONAL ACCURACY OF 0.1'. THE ELEVATIONS ON IMPERVIOUS SURFACES WERE FIELD MEASURED TO 0.05 AND ON GROUND SURFACES TO 0.1'.
- ALL HABITAT AREAS WERE MARKED AND IDENTIFIED IN THE FIELD BY TERRAMAR ENVIRONMENTAL SERVICES, INC.
- STREET ADDRESSES: VACANT, BARCELONA DRIVE, KEY WEST, FL 33040
- WATERWARD LIMITS OF MANGROVE VEGETATION WERE DIGITIZED FROM A 2017 GEOREFERENCED AERIAL IMAGE. NO FIELD LOCATIONS OF THESE LIMITS HAVE BEEN COMPLETED.
- TOTAL AREA = 13.62 ACRES ±
- FINAL FLOOD DATA: COMMUNITY NO.: 125129, MAP NO.: 12087C-1531 L, MAP DATE: 02-16-2005, FLOOD ZONE: AE, BASE FLOOD ELEVATION: 10

**LEGAL DESCRIPTION**

A TRACT OF LAND BEING A PART OF GOVERNMENT LOT 1, SECTION 21, TOWNSHIP 67 SOUTH, RANGE 26 EAST, AT BIG COPPITT KEY, MONROE COUNTY, STATE OF FLORIDA AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, TO-WIT:

COMMENCING AT THE SOUTHWEST CORNER OF BLOCK 9 OF GULFREST PARK PLAT NO. 2, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 4, AT PAGE 157 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; THENCE N90°00'00"E ALONG THE SOUTH BOUNDARY LINE OF SAID GULFREST PARK PLAT NO. 2 FOR A DISTANCE OF 185.00 FEET TO A POINT; SAID POINT BEING THE POINT OF BEGINNING; THENCE N90°00'00"E CONTINUING ALONG SAID SOUTH BOUNDARY LINE OF GULFREST PARK PLAT NO. 2 FOR A DISTANCE OF 700.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF BARCELONA DRIVE, ACCORDING TO THE PLAT OF BAY VIEW PARK, AS RECORDED IN PLAT BOOK 5, AT PAGE 106 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; THENCE S00°00'00"W ALONG SAID WEST RIGHT-OF-WAY LINE OF SAID BARCELONA DRIVE FOR A DISTANCE OF 976.42 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF "F" AVENUE, ACCORDING TO THE PLAT OF COPPITT EXTENSION, AS RECORDED IN PLAT BOOK 5, AT PAGE 21 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; THENCE N90°00'00"W ALONG SAID NORTH RIGHT-OF-WAY LINE OF "F" AVENUE FOR A DISTANCE OF 131.28 FEET TO A POINT ON THE HISTORIC MEAN HIGH WATER LINE OF THE BAY OF FLORIDA, AS LOCATED ON FEBRUARY 12, 1974, PER THE DEED RECORDED IN THE OFFICIAL RECORDS BOOK 2587 AT PAGE 1724 OF THE PUBLIC RECORDS OF MONROE COUNTY, STATE OF FLORIDA; THENCE MEANDERING SAID MEAN HIGH WATER LINE IN A NORTHEASTERLY, NORTHWESTERLY, WESTERLY AND SOUTHWESTERLY DIRECTION TO A POINT; THENCE N00°00'00"E AND LEAVING SAID MEAN HIGH WATER LINE FOR A DISTANCE OF 144.34 FEET TO A POINT ON THE SOUTH BOUNDARY LINE OF THE TRACT OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 2918 AT PAGE 779 OF THE PUBLIC RECORDS OF MONROE COUNTY, STATE OF FLORIDA; THENCE N90°00'00"E ALONG SAID SOUTH BOUNDARY LINE OF THE TRACT OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 2918 AT PAGE 779 OF THE PUBLIC RECORDS OF MONROE COUNTY, STATE OF FLORIDA FOR A DISTANCE OF 340.00 FEET TO A POINT; THENCE N90°00'00"E FOR A DISTANCE OF 135.00 FEET TO A POINT; THENCE N45°00'00"E FOR A DISTANCE OF 70.71 FEET BACK TO THE POINT OF BEGINNING. SAID TRACT OF LAND CONTAINS 14.56 ACRES, MORE OR LESS.

CERTIFIED TO -  
DICKERSON GROUP, INC.

NOTE: FOUNDATIONS BENEATH THE SURFACE ARE NOT SHOWN MEASURED DIMENSIONS EQUAL PLATS OF DESCRIBED DIMENSIONS UNLESS INDICATED OTHERWISE. THE FOLLOWING IS A LIST OF ASSUMPTIONS THAT MAY BE FOUND ON THIS SHEET:

1. ALL DIMENSIONS ARE AS SHOWN UNLESS OTHERWISE NOTED.	2. ALL DIMENSIONS ARE AS SHOWN UNLESS OTHERWISE NOTED.
3. ALL DIMENSIONS ARE AS SHOWN UNLESS OTHERWISE NOTED.	4. ALL DIMENSIONS ARE AS SHOWN UNLESS OTHERWISE NOTED.
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11. ALL DIMENSIONS ARE AS SHOWN UNLESS OTHERWISE NOTED.	12. ALL DIMENSIONS ARE AS SHOWN UNLESS OTHERWISE NOTED.
13. ALL DIMENSIONS ARE AS SHOWN UNLESS OTHERWISE NOTED.	14. ALL DIMENSIONS ARE AS SHOWN UNLESS OTHERWISE NOTED.
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17. ALL DIMENSIONS ARE AS SHOWN UNLESS OTHERWISE NOTED.	18. ALL DIMENSIONS ARE AS SHOWN UNLESS OTHERWISE NOTED.
19. ALL DIMENSIONS ARE AS SHOWN UNLESS OTHERWISE NOTED.	20. ALL DIMENSIONS ARE AS SHOWN UNLESS OTHERWISE NOTED.
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37. ALL DIMENSIONS ARE AS SHOWN UNLESS OTHERWISE NOTED.	38. ALL DIMENSIONS ARE AS SHOWN UNLESS OTHERWISE NOTED.
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43. ALL DIMENSIONS ARE AS SHOWN UNLESS OTHERWISE NOTED.	44. ALL DIMENSIONS ARE AS SHOWN UNLESS OTHERWISE NOTED.
45. ALL DIMENSIONS ARE AS SHOWN UNLESS OTHERWISE NOTED.	46. ALL DIMENSIONS ARE AS SHOWN UNLESS OTHERWISE NOTED.
47. ALL DIMENSIONS ARE AS SHOWN UNLESS OTHERWISE NOTED.	48. ALL DIMENSIONS ARE AS SHOWN UNLESS OTHERWISE NOTED.
49. ALL DIMENSIONS ARE AS SHOWN UNLESS OTHERWISE NOTED.	50. ALL DIMENSIONS ARE AS SHOWN UNLESS OTHERWISE NOTED.

SYMBOL LEGEND:  
\*X.X = SPOT GRADE ELEVATION (TYPICAL)

DATE: 07/25/2022 SURVEY BY: EAI PROJECT: DICKERSON - BOK  
REVISION DATE: XX/XX/XXXX DRAWN BY: MPB H. SCALE: 1"=60'  
BOOK: CHECKED BY: SHEET 1 OF 1

**FLORIDA KEYS LAND SURVEYING**  
21 MAG OVERSEAS HWY, SUITE 4  
CUDJOLE KEY, FL 33042  
PHONE: (305) 394-3690  
EMAIL: FKL5email@gmail.com

**MAP OF BOUNDARY SURVEY**  
DICKERSON GROUP PROPERTY  
BIG COPPITT KEY, MONROE COUNTY, STATE OF FLORIDA