

## Tradewinds Hobe Sound REZONING

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### **A. Application Information**

Request Number: Tradewinds Hobe Sound

Report Issuance Date: October 8, 2019

Applicant: Michael Dooley representing  
Laurel Land Holdings, LLC  
Hobe Sound Jupiter Island Properties, LLC

Agent: Mike McCarty  
McCarty and Associates Land Planning and Design  
73 SW Flagler Avenue  
Stuart, FL 34994

County Project Coordinator: Samantha Lovelady, AICP, Principal Planner

### **PUBLIC HEARINGS:**

	Date	Action
Local Planning Agency:	October 17, 2019	
Board of County Commission Transmittal:	November 12, 2019	
Board of County Commission Adoption:		

### **B. Project description and analysis**

This application is a request for a zoning district change on three parcels from RM-6, COR-2 and LC to RM-10 zoning district. The application was submitted concurrently with a Future Land Use Map change from Medium Density Residential, Commercial/Office Residential (COR) and Limited Commercial to High Density Residential future land use. The proposed change is on 13.66 acres, located on Federal Highway in Hobe Sound.

**Staff recommendation:**

Staff recommends a zoning district change from RM-6, COR-2 and LC to the RM-10 zoning district. The decision on the appropriate zoning depends on the final decision for the future land use designations on the property. The proposed zoning district RM-10 implements the future land use designation proposed for assignment on the Future Land Use Map. The RS-10 also implements the High Density Future Land Use designation.

A	RM-10 (High Density Residential District)	The RM-10 district is intended to implement the policies of the CGMP for lands designated High Density on the Future Land Use Map of the CGMP.
A	RS-10 (High Density Residential District)	The RS-10 district is intended to implement the policies of the CGMP for lands designated High Density on the Future Land Use Map of the CGMP.

**Permitted Uses:**

Below are excerpts from Article 3 of the Land Development Regulations, Martin County Code including the permitted use schedule for the existing and proposed zoning districts. Lands zoned in accordance with this Division shall be limited to the uses indicated as permitted in Table 3.11.1. The "P" indicates that the use is permitted within that zoning district provided that the use can be developed in accordance with, the requirements set forth in Divisions 3 and 4 and all other applicable requirements of this Article and the Land Development Regulations.

The table below excerpts permitted uses from Tables 3.11.1. and 3.11.2. It shows the differences in permitted uses between the existing zoning districts and the proposed zoning district. RS-10 is included because it is also an option to implement the High Density Residential Future Land Use Designation.

As the table below shows, Commercial uses like Apartment Hotels are permitted in the COR-2 and the LC zoning districts but, not in the proposed RM 10. Multifamily dwellings are permitted in the existing RM-6 and COR-2 and also in the proposed RM-10 zoning district, at different densities.

USE CATEGORY	RS 10	RM 10	RM 6 (Existing)	COR 2 (Existing)	LC (Existing)
<i>Residential Uses</i>					
Accessory dwelling units				P	
Apartment hotels				P	P
Mobile homes					
Modular homes	P	P	P	P	

Multifamily dwellings		P	P	P	
Single-family detached dwellings	P	P	P	P	
Single-family detached dwellings, if established prior to the effective date of this ordinance					
Townhouse dwellings		P	P	P	
Duplex dwellings		P	P	P	
Zero lot line single-family dwellings	P	P	P	P	
<i>Agricultural Uses</i>					
Agricultural processing, indoor					
Agricultural processing, outdoor					
Agricultural veterinary medical services					
Aquaculture					
Crop farms					
Dairies					
Exotic wildlife sanctuaries					
Farmer's markets					
Feed lots					
Fishing and hunting camps					
Orchards and groves					
Plant nurseries and landscape services					P
Ranches					
Silviculture					
Stables, commercial					
Storage of agricultural equipment, supplies and produce					
Wildlife rehabilitation facilities					
<i>Public and Institutional Uses</i>					
Administrative services, not-for-profit				P	P
Cemeteries, crematory operations and columbaria					
Community centers	P	P	P	P	P
Correctional facilities					
Cultural or civic uses				P	P

Dredge spoil facilities					
Educational institutions	P	P	P	P	P
Electrical generating plants					
Fairgrounds					
Halfway houses					
Halfway houses, on lots where such use was lawfully established prior to the effective date of this ordinance					
Hospitals					
Neighborhood assisted residences with six or fewer residents	P	P	P	P	
Neighborhood boat launches	P	P	P		
Nonsecure residential drug and alcohol rehabilitation and treatment facilities					
Nonsecure residential drug and alcohol rehabilitation and treatment facilities, on lots where such use was lawfully established prior to the effective date of this ordinance					
Places of worship	P	P	P	P	P
Post offices				P	P
Protective and emergency services	P	P	P	P	P
Public libraries	P	P	P	P	P
Public parks and recreation areas, active	P	P	P	P	P
Public parks and recreation areas, passive	P	P	P	P	P
Public vehicle storage and maintenance					
Recycling drop-off centers	P	P	P	P	P
Residential care facilities		P	P	P	P
Residential care facilities, where such use was lawfully established prior to the effective date of this ordinance					
Solar energy facilities (solar farms)				P	P
Solid waste disposal areas					
Utilities	P	P	P		



<i>Commercial and Business Uses</i>				P	
Adult business				P	P
Bed and breakfast inns	P	P	P	P	P
Business and professional offices					
Campgrounds					P
Commercial amusements, indoor					
Commercial amusements, outdoor					P
Commercial day care	P	P	P		P
Construction industry trades					P
Construction sales and services				P	
Family day care	P	P	P	P	P
Financial institutions					
Flea markets					P
Funeral homes					
General retail sales and services					
Golf courses	P	P	P		
Golf driving ranges					P
Hotels and motels					
Kennels, commercial					P
Limited retail sales and services					
Marinas, commercial					
Marine education and research				P	P
Medical services					P
Parking lots and garages					P
Recreational vehicle parks					P
Recreational vehicle parks, limited to the number and configuration of units lawfully established prior to the effective date of this ordinance				P	
Residential storage facilities				P	P
Restaurants, convenience, with drive through facilities					
Restaurants, convenience without drive through facilities					P
Restaurants, general					P

Shooting ranges, indoor					
Shooting ranges, outdoor					P
Sporting clay course					
Trades and skilled services					
Vehicular sales and service					
Vehicular service and maintenance					
Veterinary medical services					P
Wholesale trades and services					
<i>Transportation, Communication and Utilities Uses</i>					
Airstrips					
Airports, general aviation					
<i>Industrial Uses</i>					
Composting, where such use was approved or lawfully established prior to March 1, 2003					
Extensive impact industries					
Limited impact industries					
Mining					
Salvage yards					
Yard trash processing					
Yard trash processing on lots where such use was lawfully established prior to March 29, 2002					

## LDR, Article 3, Sec. 3.12. Development standards

The land development standards set forth in Tables 3.12.1 and 3.12.2 shall apply to all lands zoned in accordance with this Division.

**TABLE 3.12.1  
DEVELOPMENT STANDARDS**

C A T	Zoning District	Min. Lot Area (sq. ft.)	Min. Lot Width (ft)	Max. Res. Density (upa)	Max. Hotel Density (upa)	Max. Building Coverage (%)	Max. Height (ft)/(stories)	Min. Open Space (%)	Other Req. (footnote)
A	RM-10	4,500(h)	40(h)	10.00(g)	—	—	40	50	—
A	RS-10	4,500	40	10.00	—	—	40	50	—

- (g) The maximum density for the RM-10 district is 15 units per acre for sites meeting the affordable housing criteria set forth in Section 4.4.M.1.e.(5) **[now Policy 4.13A.7(5)]** of the Comprehensive Growth Management Plan.
- (h) The minimum lot area and minimum lot width requirements shall not apply to zero lot line, townhouse or multifamily developments on lots created after March 29, 2002.

The High Density Residential future land use designation permits a maximum of 10 units per acre for units offered at market rates. See provision (g) above. The applicant is requesting the High Density Residential future land use designation because a density bonus permits a maximum of 15 units per acre where affordable housing is proposed.

The approval of a zoning change does not guarantee a proposed site plan will achieve the maximum potential. Site plan applications must comply with all applicable requirements in the Land Development Regulations and the Comprehensive Growth Management Plan. In addition to development standards listed above and setbacks listed below please see the attached Standards for Specific Uses. Depending on the types of dwellings proposed in a site plan (town house, multi-family) different requirements are listed in the attached Standards for Specific Uses.

**TABLE 3.12.2.  
STRUCTURE SETBACKS**

C A T	Zoning District	Front/by story (ft.)				Rear/by story (ft.)				Side/by story (ft.)			
		1	2	3	4	1	2	3	4	1	2	3	4
A	RM-10	25	25	25	25	10	20	30	40	10	10	20	30
A	RS-10	25	25	25	25	10	20	20	30	5	5	10	10

## Standards for Amendments to the Zoning Atlas

1. The Comprehensive Growth Management Plan (CGMP) requires that Martin County shall rezone individual parcels to the most appropriate zoning district consistent with the Land Development Regulations pursuant to Policy 4.4A.1., CGMP, Martin County, Fla. (2016).
2. The Martin County Land Development Regulations (LDR), Article 3, Section 3.2.E.1. provides the following “Standards for amendments to the Zoning Atlas.”

*The Future Land Use Map of the CGMP (Comprehensive Growth Management Plan) establishes the optimum overall distribution of land uses. The CGMP also establishes a series of land use categories, which provide, among other things, overall density and intensity limits. The Future Land Use Map shall not be construed to mean that every parcel is guaranteed the maximum density and intensity possible pursuant to the CGMP and these Land Development Regulations. All goals, objectives, and policies of the CGMP shall be considered when a proposed rezoning is considered. The County shall have the discretion to decide that the development allowed on any given parcel of land shall be more limited than the maximum allowable under the assigned Future Land Use Category; provided, however, that the County shall approve some development that is consistent with the CGMP, and the decision is fairly debatable or is supported by substantial, competent evidence depending on the fundamental nature of the proceeding. If upon reviewing a proposed rezoning request the County determines that the Future Land Use designation of the CGMP is inappropriate, the County may deny such rezoning request and initiate an appropriate amendment to the CGMP.*

3. The Martin County Land Development Regulations (LDR), in Section 3.2.E.2., provides the following “Standards for amendments to the Zoning Atlas.” In the review of a proposed amendment to the Zoning Atlas, the Board of County Commissioners shall consider the following:

**a. Whether the proposed amendment is consistent with all applicable provisions of the Comprehensive Plan; and,**

Please see the staff report for CPA 19-18, Tradewinds Hobe Sound Future Land Use Map Amendment. The report discusses compatibility with the surrounding area and consistency with the Martin County CGMP and recommends High Density Residential future land use designation.

RM-10, which is the applicant's request, allows 10 units per acre, while providing the option for 15 units per acre for affordable housing. RS-10 is also an available option for the Board to consider.

**b. Whether the proposed amendment is consistent with all applicable provisions of the LDR; and,**

The site and the requested RM-10 zoning district implements the proposed High Density Residential future land use category pursuant to the requirements and standards of the LDR. The site meets the minimum lot width and minimum lot size for the RM-10 zoning district. Any site plan proposed on the 13.66 acres (595,029.6 sq. ft.) must comply with all applicable land development regulations.

***c. Whether the proposed district amendment is compatible with the character of the existing land uses in the adjacent and surrounding area and the peculiar suitability of the property for the proposed zoning use; and,***

RM-10 zoning district implements the proposed High Density Residential future land use. The request for High Density residential development is compatible with adjacent Medium Density Residential future land use designations, the multiple family development on SE Courtney Terr. and the skilled nursing facility to the north. SE Federal Hwy. separates the subject site from the golf course maintenance facilities and the Medalist Club golf course. The area of least compatibility will be with the single-family residential units on SE James Rd. and with the duplex units to the south of the 7.8 acre portion of the site that currently has the Medium Density Residential future land use designation. There is unopened right-of-way between the subject property and the duplex units to the south.

***d. Whether and to what extent there are documented changed conditions in the area; and,***

There have been some zoning changes in the area. The future land use map amendments discussed in Section 1.4 of the staff report for CPA 19-18 identifies the changes to the Future Land Use Map since 1987 on parcels near the subject site. The rezonings listed below facilitate the development of vacant land consistent with the adopted Future Land Use Map. See Figure 1, which shows all the past zoning resolutions in the area nearby the subject parcel.

1. **Resolution 96-8.62:** Zoning amendment, where 295.96 acres were changed to RM-5
2. **Resolution 00-11.25:** Zoning amendment, where 456.62 acres were changed to RM-5 and RM-8.
3. **Resolution 04-10.15:** Zoning amendment, where the lot was changed to COR-2.

See Figure 1, where the subject site is in red.



Figure 1



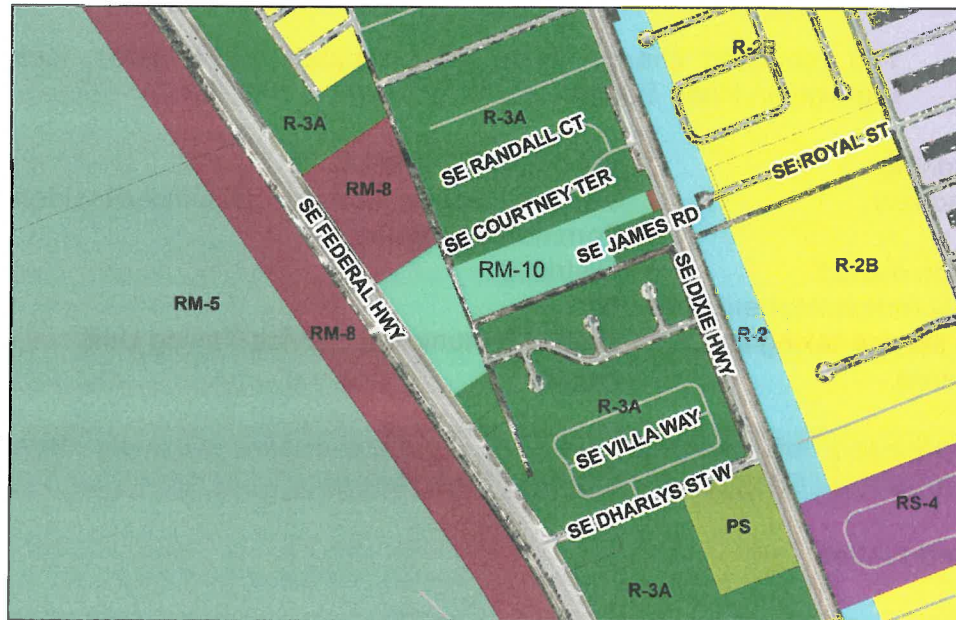
- e. Whether and to what extent the proposed amendment would result in demands on public facilities; and,**

The property is located in the heart of the Primary Urban Service District and all required public facilities and services are in place or will be available to support future development in accordance with the requested RM-10 zoning district.

- f. Whether and to what extent the proposed amendment would result in a logical, timely and orderly development pattern which conserves the value of existing development and is an appropriate use of the county's resources; and,**

The change in future land use is in direct response to the pattern of growth and the investment in public facilities and services that has occurred since the CGMP was adopted. The proposed request will conserve and enhance the value of existing developments, while using the county's resources efficiently and economically.

**Figure 2**  
**Proposed Zoning District, RM-10**



**g. Consideration of the facts presented at the public hearings.**

CPA 19-18 and this concurrent rezoning have not been presented at a public hearing yet.

**C. Staff recommendation**

The specific findings and conclusion of each review agency related to this request are identified in Sections F through T of this report. The rezoning process does not include a site plan review; therefore departments related to site plan review were not included in this rezoning staff report. The current review status for each agency is as follows:

Section	Division or Department	Reviewer	Phone	Assessment
F	Comprehensive Plan	Samantha Lovelady	288-5664	
G	Development Review	Not Applicable	288-5664	
S	County Attorney	Krista Storey	288-5443	Review Ongoing
T	Adequate Public Facilities	Samantha Lovelady	288-5664	Exempt

The choice of the most appropriate district for the subject property is a policy decision the Local Planning Agency (LPA) and the Board of County Commissioners (BCC) is asked to consider based on the “standards for amendments to the zoning atlas” provided in Section 3.2.E.1., Land Development Regulations (LDR), Martin County Code (MCC).

**D. Review Board action**

A review and recommendation is required on this application from the Local Planning Agency

(LPA). Final action on this application is required by the Board of County Commissioners (BCC). Both the LPA and the BCC meetings must be advertised public hearings.

#### ***E. Location and site information***

Location: The proposed change is on Approximately 13.66 acres, located on Federal Highway in Hobe Sound.

Existing zoning:	RM-6, COR-2 and LC
Future land use:	Medium Density, Commercial Office/Residential and Commercial Limited
Commission district:	District 3
Community redevelopment area:	N/A
Municipal service taxing unit:	District 3 Municipal Service Taxing Unit
Planning area:	South

#### ***F. Determination of compliance with Comprehensive Growth Management Plan requirements - Growth Management Department***

##### **Unresolved issues:**

##### **Item #1:**

Compatibility with the Future Land Use Map. The Growth Management Department staff has reviewed the Future Land Use Map Amendment in a separate report. Should the proposed change to the Future Land Use Map be adopted, the proposed RM-10 zoning district would implement the High Density Residential Future Land Use designation.

#### ***G. Determination of compliance with land use, site design standards, zoning, and procedural requirements - Growth Management Department***

##### **Unresolved issues:**

No site plan has been proposed. See Section F. above.

##### **Additional Information:**

Changes to the zoning atlas do not authorize any development activity. Criteria associated with this area of review are applied in conjunction with site plan review processes. Any specific department issues will be addressed at such time as development of the subject site is proposed.

Proposed future development of the site will be required to meet all provisions of the LDR and CGMP through the review of a development review application, including those related to roads, drainage, environmental protection, utilities, emergency services, landscaping, etc. Proposed Residential development will be required to demonstrate compliance with the density transition requirements of Policy 4.1F., CGMP, for development review staff to bring forth a recommendation of approval

This rezoning action does not authorize any development and redevelopment of this site will be subject to Growth Management and Building department and zoning review prior to authorization of construction.



**H. Determination of compliance with the urban design and community redevelopment requirements – Community Development Department**

See above statement.

**I. Determination of compliance with the property management requirements – Engineering Department**

See above statement.

**J. Determination of compliance with environmental and landscaping requirements - Growth Management Department**

See above statement.

**K. Determination of compliance with transportation requirements - Engineering Department**

See above statement.

**L. Determination of compliance with county surveyor - Engineering Department**

See above statement.

**M. Determination of compliance with engineering, storm water and flood management requirements - Engineering Department**

See above statement.

**N. Determination of compliance with addressing and electronic file submittal requirements – Growth Management and Information Technology Departments**

See above statement.

**O. Determination of compliance with utilities requirements - Utilities Department**

See above statement.

**P. Determination of compliance with fire prevention and emergency management requirements – Fire Rescue Department**

See above statement.

**Q. Determination of compliance with Americans with Disability Act (ADA) requirements - General Services Department**

See above statement.

**R. Determination of compliance with Martin County Health Department and Martin County School Board**

See above statement

**S. Determination of compliance with legal requirements - County Attorney's Office**

Review is ongoing.

**T. Determination of compliance with the adequate public facilities requirements - responsible departments**

See statement G.

**U. Post-approval requirements**

Not applicable.

**V. Local, State, and Federal Permits**

No Local, State and Federal Permits are applicable to a rezoning action which does not permit any development activities.

**W. Fees**

Not applicable.

**X. General application information**

Applicant and Property Owner: Michael Dooley representing  
Laurel Land Holdings, LLC  
Hobe Sound Jupiter Island Properties, LLC

**Y. Acronyms**

ADA.....Americans with Disability Act  
AHJ.....Authority Having Jurisdiction  
ARDP.....Active Residential Development Preference  
BCC.....Board of County Commissioners  
CGMP.....Comprehensive Growth Management Plan  
CIE.....Capital Improvements Element  
CIP.....Capital Improvements Plan  
FACBC.....Florida Accessibility Code for Building Construction  
FDEP.....Florida Department of Environmental Protection  
FDOT.....Florida Department of Transportation  
LDR.....Land Development Regulations  
LPA.....Local Planning Agency  
MCC.....Martin County Code  
MCHD.....Martin County Health Department  
NFPA.....National Fire Protection Association  
SFWMD.....South Florida Water Management District  
W/WWSA....Water/Waste Water Service Agreement

**Z. Figures/Attachments**

Figures within the report:  
Figure 1, Past Zoning Resolutions  
Figure 2, Proposed Zoning Map



**Application**  
**Tradewinds Hobe Sound**  
**Rezoning**



**TRADEWINDS at HOBE SOUND**

**ZONING CHANGE**

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Martin County, Florida  
Growth Management Department  
DEVELOPMENT REVIEW DIVISION  
2401 SE Monterey Road, Stuart, FL 34996  
772-288-5495 www.martin.fl.us

## Zoning Change Checklist

Please include the following items in the order shown below. In addition, if any item is not included, please identify the item and the reason for its exclusion in the narrative.

- ☒ 1. APPLICATION: Please use the new application form.  
[Application](#)
- ☒ 2. AFFIDAVIT: Complete the affidavit for digital submission.  
[Affidavit for digital submission](#)
- ☒ 3. If submitting the 8 1/2 by 11 or 14 inch documents digitally, include one disc or copy to the Digital Website with all the documents bookmarked as indicated in the Application Instructions. One paper packet must also be submitted, in addition to the digital submission.  
[Digital website](#)
- ☐ 4. If submitting large format plans digitally, include one set of paper plans. Each of the plans listed below should be submitted on either a disc or copied to the Digital Website. Do NOT scan the plans, but save the original .dwg or other file type as a .pdf at a minimum of 24x 36 inches and 300 dpi.  
[Digital website](#)
- ☒ 5. NARRATIVE: A complete project narrative including what is being requested, the location and size of the subject property.
- ☒ 6. A check made payable to the Martin County Board of County Commissioners per the Development Review Fees.  
[Development review fee schedule](#)
- ☒ 7. POWER OF ATTORNEY: A notarized power of attorney authorizing an agent to act on the owner's behalf.
- ☒ 8. RECORDED DEED: A copy of the recorded deed(s) for the subject property and any contract for purchase of the property.
- ☒ 9. LEGAL DESCRIPTION: Full legal description including parcel control number(s) and total acreage.
- ☒ 10. LOCATION MAP: A location map (8 1/2 x 11) showing the property and all major and minor roadways in and adjacent to the property with the property clearly outlined.
- ☒ 11. AERIAL PHOTO: Recent aerial photograph of the site with the property clearly outlined.
- ☒ 12. ASSESSMENT MAP: Martin County Property Appraiser's assessment map with the subject property outlined.
- ☒ 13. FUTURE LAND USE MAP: Martin County Growth Management Plan, Future Land Use Map with the subject property outlined.
- ☐ 14. PROPERTY OWNERS: Certified list of property owners to be notified by letter of the public hearings.
- ☒ 15. SCHOOL IMPACT WORKSHEET: A school impact worksheet, if a residential development.  
[School impact worksheet](#)
- ☒ 16. DISCLOSURE of INTEREST AFFIDAVIT: Please submit a completed financial disclosure affidavit form. [Section 10.2.B.3., LDR, MCC]  
[Disclosure of Interest Affidavit](#)







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**Martin County, Florida**  
**Growth Management Department**  
**DEVELOPMENT REVIEW DIVISION**  
2401 SE Monterey Road, Stuart, FL 34996  
772-288-5495 [www.martin.fl.us](http://www.martin.fl.us)

## DEVELOPMENT REVIEW APPLICATION

### A. General Information:

1. **Type of Application:** Zoning Change
2. **Proposed Development's Name:**  
Tradewinds at Hobe Sound
3. **Former Development's Name:**  
Heron Cove
4. **Previous Project Number:** A046-006
5. **Pre-Application Meeting Date:** March 7, 2019
6. **Property Owner:**  
Name or Company Name Laurel Lane Holdings, LLC & HSJIP, LLC  
Company Representative Michael A Dooley  
Address P.O. Box 1166  
City Hobe Sound State FL Zip 33475  
Phone 772 - 546 - 7355 Fax 772 - 546 - 3163  
Email hsldooley@gmail.com
7. **Agent:** Same as the Property Owner  
Name or Company Name \_\_\_\_\_  
Company Representative \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Phone \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Fax \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_  
Email \_\_\_\_\_
8. **Contract Purchaser:** Same as the Property Owner  
Name or Company Name \* Copy of contract attached for PCN: 34384200010300  
Company Representative \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Phone \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Fax \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_  
Email \_\_\_\_\_
9. **Land Planner:** Select from the list  
Name or Company Name McCarty and Associates Land Planning and Design  
Company Representative Mike McCarty  
Address 73 Flager St.  
City Stuart State FL Zip 34994  
Phone 772 - 341 - 9322 Fax \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_  
Email mike@mccartylamndplanning.com

Same as Land Planner

**10. Landscape Architect:**

Name or Company Name \_\_\_\_\_  
 Company Representative \_\_\_\_\_  
 Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Phone \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Fax \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_  
 Email \_\_\_\_\_

Select from the list

**11. Surveyor:**

Name or Company Name Betsy Lindsay Surveying  
 Company Representative Betsy Lindsay  
 Address 7997 SW Jack James Drive  
 City Stuart State FL Zip 34997  
 Phone 772 - 286 - 5753 Fax 772 - \_\_\_\_\_ - \_\_\_\_\_  
 Email blindsay@betsylindsay.com

Select from the list

**12. Civil Engineer:**

Name or Company Name MilCor Group  
 Company Representative Melissa Corbett  
 Address 10975 SE Federal Hwy.,  
 City Hiobe Sound State FL Zip 33455  
 Phone 772 - 223 - 8850 Fax 772 - 223 - 8851  
 Email melissac@themilcorgroup.com

Same as Civil Engineer

**13. Traffic Engineer:**

Name or Company Name \_\_\_\_\_  
 Company Representative \_\_\_\_\_  
 Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Phone \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Fax \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_  
 Email \_\_\_\_\_

Select from the list

**14. Architect:**

Name or Company Name Feinberg and Associates  
 Company Representative Bill Feinberg  
 Address One Enchelon Plaza, 227 Laurel Road, Suite 201  
 City Voorhees State NJ Zip 08043  
 Phone 856 - 782 - 8656 Fax 856 - 782 - 8656  
 Email bfeinberg@feinbergdesign.com

Select from the list

**15. Attorney:**

Name or Company Name McCarthy Summers  
 Company Representative Terry McCarthy  
 Address 2400 SE Federal Hwy.; Fourth Floor  
 City Stuart State FL Zip 34994  
 Phone 772 - 286 - 1700 Fax 772 - 283 - 1803  
 Email tpm@mccarthysummers.com

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**16. Environmental Planner:** Select from the list  
 Name or Company Name Saskowsky and Associates  
 Company Representative Dan Saskowsky  
 Address 4639 SE Glenidge Trail  
 City Stuart State FL Zip 34997  
 Phone 772 - 708 - 6641 Fax       -      -        
 Email dsaskowsky@bellsouth.net

**17. Other Professional:**  
 Name or Company Name \_\_\_\_\_  
 Company Representative \_\_\_\_\_  
 Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Phone \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Fax \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_  
 Email \_\_\_\_\_

**18. Parcel Control Number(s):**  
343842061000000310 \_\_\_\_\_  
343842000103000209 \_\_\_\_\_  
343842061000000203 \_\_\_\_\_

**19. Certifications by Professionals:**

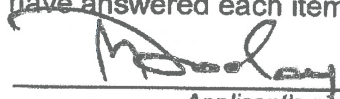
Section 10.2.D.7., Article 10, Development Review Procedures, Land Development Regulations (LDR), Martin County Code (MCC) provides the following:

*When reviewing an application for a development permit that is certified by a professional listed in s. 403.0877, F.S., the County shall not request additional information from the application more than three times, unless the applicant waives the limitation in writing. If the applicant believes the request for additional information is not authorized by ordinance, rules, statute, or other legal authority, the County, at the applicant's request, shall proceed to process the application for approval or denial.*

☐ This box must be checked if the applicant waives the limitations.

**B. Applicant or Agent Certification:**

I have read this application, and to the extent that I participated in the application, I have answered each item fully and accurately.

  
 \_\_\_\_\_  
*Applicant's signature*  
 |||||Michael A Dooley  
 \_\_\_\_\_  
*Printed name*

March 28, 2019  
 \_\_\_\_\_  
*Date*

# NOTARY ACKNOWLEDGMENT

STATE OF FLORIDA

COUNTY OF MANATEE

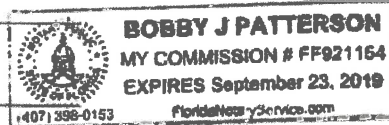
I hereby certify that the foregoing instrument was acknowledged before me this 15 day of JANUARY, 2019, by Norman Dooley

He or she

☒ is personally known to me or ☐ has produced \_\_\_\_\_ as identification.

Bobby J. Patterson  
Notary public signature

Bobby J. Patterson  
Printed name



State of FLORIDA at-large





Martin County Development Review  
Digital Submittal Affidavit

I, MICHAEL DOOLEY, attest that the electronic version included for the project TADOWANOS AT HUGES SOUND is an exact copy of the documents that were submitted for sufficiency, excluding any requested modifications made by the sufficiency review team. All requested modifications, if any, have been completed and are included with the packet.

  
Applicant Signature

FEB. 14, 2019  
Date



March 25, 2019

To: Martin County Growth Management Department  
From: Michael Dooley

**NARRATIVE**

**RE: Tradewinds at Hobe Sound, formerly known as Heron Cove**

Trade Winds at Hobe Sound is a Multi Family "Work Force Housing" rental community to be located two miles north of Bridge Rd. on the east side of US 1 in Hobe Sound, FL.

Formerly known as Heron Cove, that project was approved for a 44 unit condominium site in 2007. The economic downturn from 2007 till now prompted the project to become dormant. Now, twelve years later, this project has a chance to become a vibrant, needed community in Hobe Sound. As a Work Force community, Trade Winds at Hobe Sound is envisioned to be a community of 27 (twenty seven) one bedroom one bath apartments with each unit having approximately 860 square feet of living space, one hundred thirty eight (138) two bedroom/ two bath apartments, each having approximately 1225 square feet of living space and twenty four (24) three bedroom/two bath apartments having approximately 1240 square feet of living space. There will be a mix of open parking areas and one car garages.

This project carries three different Land Use categories. The 7.48 acre parcel (P.C.N. 34-38-42-000-103-0002.0-90000) is classified as Medium Density. The 1.96 acre parcel (P.C.N. 34-38-42-061-000-00031-0) is COR. The 3.89 acre parcel is Limited Commercial. (P.C.N. 34-38-42-061-00000-20-3). The total acreage of the project is 13.3 acres. The (3.89) acres is under contract by Laurel Lane Holdings, LLC and Hobe Sound Jupiter Island Properties, LLC with an expected possession date of July 31, 2019. Our request is to change all three Land Use categories to High Density, with a simultaneously application for zoning changes to RM-10. The owner of the 3.89 acre parcel is in agreement with our request and has signed a POA document necessary to facilitate this application.

As a "Work Force" housing project; Martin County affords bonus densities. Assuming we are successful with our requests we will be looking to increase the density from 10 units per acre to 15 units per acre. As a Work Force Housing project, we are afforded "Expedited Review". As well the deference of impact fees certainly advances our ability to make this project happen (LDR 6.11C. and 6.51. C.) Trade Winds at Hobe Sound is a game changer in how the community, the local government and possibly the region will view "Affordable Housing". Our Trade Winds at Hobe Sound will provide, for the first time in this area (I think) a community where the residents will feel truly as neighbors.

A 2500 sq. ft. community center with an exercise room, constructed primarily of Impact Resistant Glass, with adjoining pool; will offer a networking experience allowing for social interaction which will promote a sense of "neighbor", security and comradery. As well, we envision passive bike and walk paths and sitting areas around the retention pond.

Construction is anticipated to be CBS, standing seam metal roofs, Impact glass and new "smart" technology. The "look": "West Indies" architecture.

Sincerely,



Michael Dooley

P.S. Please see attached "Tradewinds at Hobe Sound" Justification letter for further detailed information concerning this project.



March 27, 2019

To: Martin County Growth Management Dept  
From: Michael A Dooley, Agent for Laurel Lane Holdings, LLC and  
Hobe Sound Jupiter island Properties, LLC

Tradewinds at Hobe Sound: A "WORK FORCE RENTAL HOUSING COMMUNITY"

RE: Justification Statement, Tradewinds at Hobe Sound Land Use and Zoning Change

REQUEST: Change three parcels of land located in Hobe Sound from Medium Density, COR and LC to High Density with simultaneous application to change the zoning of all three parcels to RM-10.

Martin Counties Growth Management Plan has had long term Goals, Objectives and Policies that support this request.

The following Goals, Objectives and Policies are offered to support our position.

In Section 2.4 of OVER ALL GOALS, Definitions; Martin County the CGMP states in part...

"Affordable housing: Affordable housing is defined by housing programs of the federal government, the Florida Affordable Housing Act of 1986, the Florida Housing Finance Corporation and local housing agencies. Affordable housing is defined as housing for which monthly rents or mortgage payments, including taxes, insurance and utilities do not exceed 30 percent of that amount which represents the percentage of the median adjusted gross annual income for the households or persons indicated in Section 420.0004, Florida Statutes. For renter-occupied housing, this percentage would include monthly contract rent and utilities.

One of the five categories is: Workforce Housing.

Workforce housing: Housing that is affordable to persons or families whose total household income does not exceed 140 percent of the area median income, adjusted for household size.

Policy 6.1D 4 through 6.1D 7 Housing Programs establishes Martin County's desire to undertake activities that will provide for very low, low and moderate income housing.

Specifically 6.1D7: states: Density bonus. Density bonuses may be awarded to affordable residential developments, as defined in [Chapter 2](#), Overall Goals and Definitions, on land designated as Medium and High Density Residential on the Future Land Use Map. Medium density residential sites may be approved for a maximum of 10 units per gross acre, and high density residential development may be approved for a maximum of 15 units per gross acre, assuming compliance with the criteria established in section 4.13A.7 of the Future Land Use Element (see Section 6.3. Future needs page 2)

Policy 6.1D.14. Access to affordable housing and community facilities. The County shall increase the availability of good quality affordable housing and community facilities. The County will accomplish this by partnering with affordable housing providers to reduce costs associated with water and wastewater systems, streets, sidewalks, bicycle paths, park and recreational facilities and other supportive neighborhood facilities, pedestrian paths and community space for rights-of-way for shade trees. The County shall make community improvements using funding sources as deemed appropriate and shall maintain such improvements in instances where County maintenance of such facilities is already occurring in the immediate vicinity.

Policy 6.1E.8. Assistance to housing providers. The County shall work with non-profit and for-profit housing developers through purchase and rental assistance, and development of single-family and multifamily housing produced with subsidies from County, state and federal funding sources and financial participation by others such as contractors, lenders, insurance companies, real estate brokers, architects and engineers.

#### Section 6.3. Future Needs (d.)

The County allows increased density for the development of affordable housing in the Medium Density and High Density Future Land Use designations. The affordable housing density bonus increases the maximum potential density from 8 units per acre to 10 units per acre in Medium Density Future Land Use and from 10 units per acre to 15 units per acre in High Density Future Land Use. The Future Land Use Element also allows the maximum permissible density, 15 dwelling units per acre, in mixed-use projects within the Community Redevelopment Areas' Mixed-Use Future Land Use Overlay.

#### Section 6.4. - Goal, Objectives and Policies

Policy 6.1B.1. Zone lands for housing. Martin County shall ensure that adequate residential land use designations are assigned and zoned at densities sufficient to meet the County's current and future housing needs within the Urban Service District.

The allocation of higher residential densities to sites (1) accessible to major urban thoroughfares or urban collector streets (2) sites adjacent to existing development with the same or higher density or less restrictive zoning district, (3) sites that can be adequately buffered from adjacent existing development of lesser intensity, and (4) sites that meet the density transitioning requirements of section 4.1F., of the CGMP.

Policy 6.1B.5. Buffering existing neighborhoods. Where intensity transition areas cannot be physically accommodated, the County shall investigate performance zoning concepts that provide a physical buffer or a combination of use separation and landscape planting. Buffering between land uses may take the form of:

Physical barriers, such as berms, hedges or other landscape cover; walls or fences aesthetically designed for screening purposes; or indigenous densely vegetated open space.

A transitional use between the incompatible uses providing for low intensity office development or live-work units separating retail commercial centers and residential developments.

High Density Residential development. The High Density Residential development designation is reserved for land near employment centers in the core of the Primary Urban Service District. The maximum density is 10 units per gross acre. However, sites shall be approved for a maximum of 15 units per gross acre, assuming compliance with all of the following criteria:

The development commits to providing affordable housing to eligible households as defined by [Chapter 2](#) Overall Goals and Definitions;

The site shares a common zoning district boundary with a Commercial or Industrial district or a Medium Density or High Density Residential area as reflected on the Zoning Atlas or FLUM;

The site is or can be served by a full complement of urban services including water and wastewater service from a regional public utility;

The applicant provides a significant open space buffer, natural landscape (including a landscaped berm where appropriate), plant material and/or an aesthetic wall or fence to effectively shield the residential use from any existing or potential adjacent nonresidential use or from any single-family use.

In reviewing specific densities, the aim shall be to preserve the stability and integrity of established residential development, maintain compatibility with it and provide equitable treatment of lands with similar characteristics. Landscaping, screening, buffering and similar design techniques shall be used to assure a smooth transition between residential structure types and densities.

While our project meets the policies and goals as stated above, we believe it is important to go into more detail as to what we are requesting and offer our observations as to why this project “works”.

The applicant is requesting 189 units. Under straight zoning of RM-10 (assuming our zoning request is granted) and with a total acreage of 13.2 acres; the applicant is entitled to 132 units that would be offered to the public at market rate pricing. Any additional units allowed; which in this proposal would equate to 57 units would be restricted to the income limits as prescribed by the Florida Housing Finance Corporation guidelines which control the classification of “workforce housing”.

The applicant is aware and agrees that there will be a (30) thirty year restriction imposed by the County of Martin controlling the rental rates of those units defined as workforce housing units.

Other considerations that merit approval of this requests are:

We are requesting a Land Use change on all three parcels. The 7.4 Acre parcel (RM-6) currently allows for 6 units to the acre or 44 units. The 1.97 acre parcel (COR-2) allows for 10 units to the acre or 19 units. The 3.89 acre parcel (LC) allows for 20 units to the acre under the residential component of Hotel-Motel



use, or 77 units. The total amount of units for the 3 parcels = 140 units. Our request of 10 units to the acre would allow for 132 units; a decrease of density by 8 units under straight zoning.

Our Land Use of RM-10 requires 50% open space as opposed to the open space of 40% under COR-2 and 30% under LC. The net gain of open space is significant. We will be able to save and protect more of our native habitat and allow for more area for any and all environmental amenities that can be used in those areas for the benefit of those who live there. It should be noted that there is an approved PAMP recorded per the approved project known as Heron Cove. On site inspection by Martin County staff notes that the existing PAMP is in bad shape and that by creating a new site plan (Tradewinds at Hobe Sound) we will be able to abandon the old PAMP and create a new PAMP which will be far healthier and far more beneficial to the natural habitat that exist today.

1. By allowing our request we will be able to increase the amount of much needed work force housing. Our request will accommodate 57 work force rental units. Under the existing Land Use and zoning we would only be able to generate 30 additional units. See:

Policy 6.1D.7. *Density bonus.* Density bonuses may be awarded to affordable residential developments, as defined in [Chapter 2](#), Overall Goals and Definitions, on land designated as Medium and High *Density* Residential on the Future Land Use Map. Medium *density* residential sites may be approved for a maximum of 10 units per gross acre, and high *density* residential development may be approved for a maximum of 15 units per gross acre, assuming compliance with the criteria established in section 4.13A.7 of the Future Land Use Element.

Using the language above it appears that the 7.4 acre parcel (RM-6) may allow for 10 units to the acre or in our case 74 units as opposed to the 44 units under straight zoning or an increase of 30 units. Neither the COR -2 or the LC allows for density bonuses.

Allowing for our request generates almost 100% more available Workforce housing units than under the existing Land Uses and Zoning.

2. This project has definitive boundary lines to the east and west that allow for a clear break of “adjoining or neighboring” residential or other uses. The project is contiguous to US 1 to the west and to the east lies SE Dixie Hwy. and the Florida SEC Railroad. The project to the North (Mark Landing) is a rental community approximately 32 years old with a Medium Density Use and the property to the South, Hobe Pines is a Medium Density community that is over 38 years old. The property that abuts our project to the north and east of US 1 is a Nursing home that has been in existence since the 70’s. The property to the south of our site on the east side of US 1 is a vehicle service facility that sells recreational vehicles. This geographical location of these properties adhere to the FLUM language in part... “The site shares a common zoning district boundary with a Commercial or Industrial district or a Medium Density or High Density Residential area as reflected on the Zoning Atlas or FLUM”.
3. We have committed to construct a county approved road (Melaleuca Way) from SE Dixie Hwy. to Eagle Ave. and connect same to Highbourne Way. This improvement to the counties road system supports the counties long term planning of road connectivity. SE Eagle Ave. (AKA 3<sup>rd</sup> Ave.) has been a platted county R/W since 1947 (I believe).



4.

Page 5

The obvious: This project when completed has the potential of generating over \$630,000 dollars in ad- valorem tax revenue to Martin County and that number will increase over time.

In summary; Tradewinds at Hobe Sound is a "Work Force Rental Housing Community" that is sorely needed and highly desired by Martin County. Our goal is to generate as many "work force" rental units as possible conforming with all the necessary requirements per the CGMP and the LDR's.

It is our opinion that this application meets all of the Goals, Objectives and Policies as stated in the CGMP.

Respectfully submitted,

Michael A Dooley



## **POWER OF ATTORNEY**

This Power of Attorney is made on the 10<sup>th</sup> day of May, 2019,

**KNOW ALL PERSONS BY THESE PRESENTS:** that Laurel Lane Holdings, LLC, a limited liability company of the State of Florida (the "Company" or "LLH"), and Robert M. Kaye, the Sole Member, President, and General Manager of the Company ("Kaye"), both having an address of 404 S. Beach Road, Hobe Sound, Florida 33455, pursuant to and by authority of the Company and Kaye herein set forth, do hereby **DESIGNATE, CONSTITUTE AND APPOINT**

**MICHAEL DOOLEY,**

having a mailing address of P.O. Box 1166, Hobe Sound, Florida 33475,

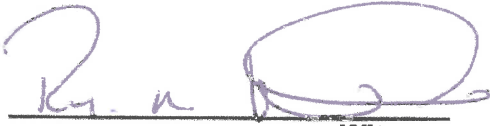
as the true and lawful **Attorney-in-Fact** of and for the Company and Kaye for the purpose of signing, filing, prosecuting, managing and conducting any and all local and/or Martin County applications for and relating to the rezoning of the hereinafter described Property, and/or any other applications pertaining to land use, variance, and other development approvals or entitlements associated with the Property. The Property covered and governed by this Power of Attorney encompasses **ANY** and **ALL** real property owned by the Company, including, but necessarily limited to, the real property described and identified on Exhibit A attached hereto and made a part hereof.

The **Attorney-in-Fact** named herein is fully empowered and authorized to act on the behalf of the Company and Kaye in connection with the foregoing and to take all actions and to do all things that may be necessary, desirable, and/or convenient in the name, place, and stead of the Company and/or Kaye and all such actions and/or undertakings shall be fully binding upon the Company and Kaye to the same extent as if taken and performed by Company and/or the Company's sole member, president, and general manager, Robert M. Kaye.

The Company and Kaye give to Michael Dooley all the power and authority that they may legally give to their **Attorney-in-Fact**. The Company and Kaye retain the right to revoke this Power of Attorney or to appoint a new Agent(s) in your place. You may, at any time, resign or rescind your designation and appointment as the Company's and Kaye's **Attorney-in-Fact**; thereby effectively revoking this Power of Attorney as same applies to You. You may also appoint a new Agent(s) to take your place. The Company hereby approves and confirms all actions that You, or your substitute, may lawfully do or cause to be done on behalf of the Company or Kaye.

IN WITNESS WHEREOF, this Power of Attorney has been executed on behalf of the Company by its sole member, its duly authorized president and its general manager, as well as having been signed by Robert M. Kaye, individually, as of the 10<sup>th</sup> day of May, 2016.

LAUREL LANE HOLDINGS, LLC, Principal

  
\_\_\_\_\_, Witness

  
ROBERT M. KAYE, Sole Member, President  
And General Manager

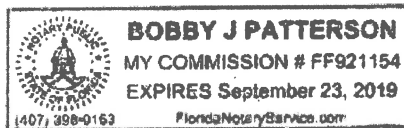
  
\_\_\_\_\_, Witness


  
ROBERT M. KAYE, Individually

STATE OF FLORIDA, COUNTY OF

: SS.

BE IT REMEMBERED that on this 10<sup>th</sup> day of MAY, 2019, before me, the subscriber, a notary public of the State of New Jersey, personally appeared ROBERT M. KAYE, and he acknowledged, under oath, to my satisfaction, that: (a) he is the sole member, president, and general manager of Laurel Lane Holdings, LLC, the Company named in the foregoing Power of Attorney; and (b) he signed, sealed, and delivered this Power of Attorney on behalf of the Company, as well as on his own behalf, and as the Company's and his voluntary act and deed for the purposes therein expressed.



  
\_\_\_\_\_  
[A Notary Public of the State of New Jersey]

**ACCEPTANCE OF POWER OF ATTORNEY**

The undersigned, MICHAEL DOOLEY, the person designated and appointed as Attorney-in-Fact in the foregoing Power of Attorney, hereby accepts the appointment and the powers granted as of the date and year first above written.

  
MICHAEL DOOLEY

## **EXHIBIT A**

### **Parcel 1:**

**Legal Description:** The south  $\frac{1}{4}$  of Lot 103 (Less South 210' of WEast 420') Gomez Grant, West of the Indian River, According to the Plat thereof Filed September 3, 1892, Recorded in Plat Book A, Page 10, Dade County, Florida, Public Records, Also Filed March 25, 1910, Recorded in Plat Book 1, Page 62, Palm Beach (Now Martin) County, Florida, Public Records. PCN: 34-38-42-000-103-0002.0-9000

### **Parcel 2:**

**Legal Description:** South 217.74' of Lot 3 According to the Plat o Suburban Homes and Groves duly Recorded in the office of the Clerk of Martin County, Florida in Plat Book 2, Page 58, of Martin County Public Records Filed May 7, 1947. PCN: 34-38-42-061-000-00031-0



## LIMITED POWER OF ATTORNEY

### KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Alan M. Kornbluh, Trustee ("Owner") is the owner of certain real property lying and being in, Martin County, Florida, more particularly described on Exhibit "A" attached hereto (the "Property").

WHEREAS, the Owner wishes to appoint the individual hereinafter named as their Attorney-In-Fact, for the purposes hereinafter set forth.

NOW, THEREFORE, the Owner hereby appoints Michael Dooley as its Attorney-In-Fact (the "Attorney"), to act, manage, conduct, do and perform any and all acts and deeds of whatsoever nature which shall or may be, in the reasonable judgment of the Attorney, perform any and all acts and deeds of whatsoever nature which shall or may be, in the reasonable judgment of the Attorney, proper and expedient in connection with the rezoning of the Property from LC to RM-10 (the "Land Use Application"). This Power of Attorney shall extend to and include, but not be limited to, the execution by the Attorney of all other acts necessary for this Land Use Application.

The Attorney shall have full power to accomplish the purposes of this Power of attorney as fully and effectually in all respects as the Owner could do if personally present. The Attorney shall not be required to post bond of any nature in connection with this Power of Attorney.

No action by the Owner subsequent to the making of this instrument shall be considered or treated as a revocation of the actions taken by the Attorney pursuant hereto. The exercise by the Attorney at any time, for from time to time, of any of the rights or powers hereunder shall not exhaust the capacity and power of the Attorney thereafter from time to time to exercise such rights and powers, or any of them, but such capacity and power shall continue at all times so long as this instrument shall be in effect.

The Owner hereby ratifies and confirms, and agrees at all times to ratify and confirm, all that the Attorney shall lawfully do or cause to be done in and about the Property by virtue of this instrument.

The address of the Attorney is: Michael Dooley, P.O. Box 1166, Hobe Sound, FL 34995.

This Limited Power of Attorney shall terminate upon the earlier of (a) ten (10) days after the approval or disapproval of the Land Use Application or (b) written notice from the Owner to the Attorney.



IN WITNESS WHEREOF, the parties hereto have signed and sealed these presents the 25th day of April, 2019.

**Witnesses:**

Mercedes Rodriguez

Mercedes Rodriguez  
Printed Name of Witness

Juliana Lazo

Juliana Lazo  
Printed Name of Witness

Alan M. Kornbluh  
Alan M. Kornbluh, Trustee

STATE OF Florida  
COUNTY OF Miami Dade

The foregoing instrument was acknowledged before me this 25th day of April, 2019, Alan M. Kornbluh, Trustee. He [☒] is personally known to me or [☐] has produced \_\_\_\_\_ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 25 day of April, 2019.



ZOILA NAVARRO-PACHON  
MY COMMISSION # FF 804174  
EXPIRES: November 5, 2019  
Bonds Thru Budget Notary Services

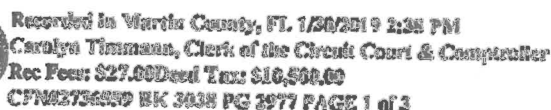
[Signature]  
Notary Public

Printed Name: Zoila Navarro-Pachon  
My Commission Expires: 11/5/19

**EXHIBIT "A"****Legal Description**

**All of Lot 2, SUBURBAN HOMES AND GROVES, according to the Plat thereof filed May 9, 1947 and recorded in Plat Book 2, Page 58, Martin County, Florida Public Records, LESS the South 600 feet thereof, said 600 feet being measured along a line perpendicular to the North line of said Lot 2**





Prepared by and return to:  
Lorraine M. Johnson  
Legal Assistant  
Marc R. Gaylord, P.A.  
12000 SE Old Dixie Hwy.  
Hobe Sound, FL 33455  
772-545-7740  
File Number: 2018-340

~~43~~ ~~page~~ Above This Line For Recording Data

## Warranty Deed

This Warranty Deed made this 28th day of January, 2013 between Raymond C. Green, Inc., a Massachusetts corporation, as Trustee of the Abaco Trust under agreement dated July 10, 2013 and Rodman Financial Corp., a Massachusetts corporation, as Trustee of the Abaco Trust under agreement dated July 10, 2013 whose post office address is 125 Federal Street, Ste 1300, Boston, MA 02110, and Laurel Lane Holdings LLC, a Florida Limited Liability Company as to a 50% interest and Eboe Sound Jupiter Island Properties LLC, a Florida Limited Liability Company as to a 50% interest whose post office address is 404 Beach Rd., Eboe Sound, FL 33458, grantor:

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

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

## PARCEL 1:

Section 52 of Lot 100 (then South 230 feet of West 410 feet) Guyana Street, West of Indian River, according to the plat filed September 13, 1893, recorded in First Book A, Page 10, Public Records of Dade County Florida, also filed March 25, 1910, recorded in First Book C, Page 62, Public Records of Dade County, (now Miami County), Florida.

And except the Eastern 57 feet thereof as described in Deed recorded in C. E. Book 2536, Page 789 and Correction Deed recorded in D. E. Book 2511, Page 425, Public Records of Miami County, Florida.

**Forest Identification Numbers:** 34-33-43, 000, 000, 00572, 00000

**PANCA 2**

The Property 317.24 East of Lot 1, COUNTRY HOMES AND GROVES SUBDIVISION, according to the Plat thereof as recorded in Plat Book 2, Page 64, Public Records of Miami County, Florida.

Patent Identification Number: 16-32-02-141-001-0001-0000

Subject to property taxes for the year of closing; covenants, restrictions and public utility easements of record; existing zoning and governmental regulations; and other matters of record

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

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

And the grantor hereby covenants with said grantees that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2018.

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

Deutscher Text:

CPN62736559 BK 3038 PG 3978 PAGE 2 of 3

Signed, sealed and delivered in our presence:

Witness Name: Mark S. Whelan  
 Witness Name: Jeffrey Munoz

Raymond C. Green, Inc., as Trustee of the Abaco  
 Trust w/d July 10, 2013

By: Raymond C. Green  
 Raymond C. Green, President

State of Massachusetts  
 County of Suffolk

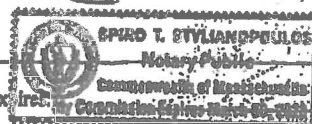
The foregoing instrument was sworn to and subscribed before me this 25<sup>th</sup> day of January, 2019 by Raymond C. Green, President of Raymond C. Green Inc, on behalf of the corporation, as trustee of the Abaco Trust w/d July 10, 2013. He ☒ is personally known or ☐ has produced a driver's license for identification.

[Notary Seal]

Notary Public

Printed Name:

My Commission Expires:



CPN#2736859 BK 3038 PG 2979 PAGE 3 of 3

Signed, sealed and delivered in our presence:

Witness Name: Kevin Wang

Witness Name: MARCOS PEREIRA

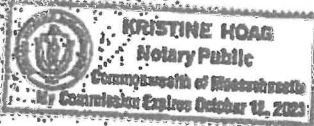
Redman Financial Corp., as Trustee of the  
Abaco Trust dated July 10, 2013

By: Jeffrey S. Rodman, President

State of Massachusetts  
County of Suffolk

The foregoing instrument was sworn to and subscribed before me this 16 day of January, 2019 by Jeffrey S. Rodman, President of Redman Financial Corp., on behalf of the corporation, as trustee of the Abaco Trust dated July 10, 2013. He [X] is personally known or [X] has produced a driver's license as identification.

(Notary Seal)



Kristine Hoag  
Notary Public

Printed Name: Kristine Hoag

My Commission Expires: October 12, 2023





365854

Printed for lawyers' Title Guaranty Fund, Orlando, Florida

This instrument was prepared by:  
McGOWAN, CHAPPELL, BRADY & GORE, P.A.  
1000 Bayview Drive, Suite 320  
FORT LAUDERDALE, FLORIDA 33304

# Warranty Deed

(STATUTORY FORM—SECTION 689.02 F.S.)

This Indenture, Made this 1st day of January 19 80, Between

**NILE R. LESTRANGE**

of the County of Broward, State of Florida, Grantor, and  
**ALAN KORNBLUM, as Trustee**, Grantee, and

whose post office address is 1438 NE 105th Street, Miami Shores, Florida 33138

of the County of Broward, State of Florida, Grantee,

**Witnesseth**, That said grantor, for and in consideration of the sum of TEN AND NO/100 Dollars, acknowledged, has granted, bargained and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Martin County, Florida, to-wit:

All of Lot 2, **SUBURBAN BONES AND GROVES**, according to the Plat thereof filed May 9, 1947 and recorded in Plat Book 2, Page 76, Martin County, Florida Public Records, LESS the South 600 feet thereof, said 600 feet being measured along a line perpendicular to the North line of said Lot 2.

SUBJECT to taxes for the years 1979 and subsequent years.  
SUBJECT to first Mortgage in favor of **Francis A. Capobianco and Lucille J. Capobianco**, his wife, recorded in O.R. C. & 363, P. 10 of the Public Records of Martin County, Florida with an approximate unpaid principal balance of \$60,579.00.  
SUBJECT to a Purchase Money Second Mortgage of even date in the amount of \$100,161.00.

**THIS IS NOT HOMESTEAD PROPERTY.**

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

"Grantor" and "grantee" are used for singular or plural, as context requires

**In Witness Whereof**, Grantor has hereunto set grantor's hand and seal the day and year first above written  
Signed, sealed and delivered in our presence

*Alan Kornblum*  
*Marilyn L. Lestrangle*

*Nile R. Lestrangle*  
NILE R. LESTRANGE (Seal)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Seal)  
(Seal)  
(Seal)

STATE OF Florida  
COUNTY OF Broward

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared Nile R. Lestrangle

to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same.  
WITNESS my hand and official seal in the County and State last aforesaid this 1st day of January, 19 80.

My commission expires 8-2-80 **488 ME1679**

*John J. [Signature]*  
Notary Public

My Commission Expires March 1, 1981

100-100000

4 19:38

11 486 nr1680

# Vacant Land Contract

# ILLUSTRATED PROPERTIES

1. **Sale and Purchase:** Alan Kombluh as Trustee ("Seller")  
 and Laurel Lane Holdings, LLC, Robert M Kaye, Gen Mgr ("Buyer")  
 (the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property")  
 described as:  
 Address: 9795 SE Federal Hwy., Hobe Sound, FL 33455  
 Legal Description: Suburban Homes and Groves Lot 2 (less S 600 ft)  
 SEC 34 /TWP /38 /RNG 42 of Martin County, Florida. Real Property ID No.: 34384206100000020-3  
 including all improvements existing on the Property and the following additional property: None
2. **Purchase Price:** (U.S. currency).....\$                      
 All deposits will be made payable to "Escrow Agent" named below and held in escrow by:  
 Escrow Agent's Name: Marc R. Gaylor, PA  
 Escrow Agent's Contact Person: Lorraine Johnson  
 Escrow Agent's Address: 12000 SE Dixie Hwy., Hobe Sound, FL 33455  
 Escrow Agent's Phone: 772-545-7740  
 Escrow Agent's Email: marc@marcgaylorlaw.com
- (a) Initial deposit (\$0 if left blank) (Check if applicable)  
☐ accompanies offer  
☒ will be delivered to Escrow Agent within 5 days (3 days if left blank)  
 after Effective Date.....\$
- (b) Additional deposit will be delivered to Escrow Agent (Check if applicable)  
☐ within            days (10 days if left blank) after Effective Date  
☐ within            days (3 days if left blank) after expiration of Feasibility Study Period.....\$
- (c) Total Financing (see Paragraph 5) (express as a dollar amount or percentage).....\$
- (d) Other:.....\$
- (e) Balance to close (not including Buyer's closing costs, prepaid items, and prorations)  
 to be paid at closing by wire transfer or other Collected funds.....\$
- (f) ☐ (Complete only if purchase price will be determined based on a per unit cost instead of a fixed price.) The  
 unit used to determine the purchase price is ☐ lot ☐ acre ☐ square foot ☐ other (specify):                       
 prorating areas of less than a full unit. The purchase price will be \$                     per unit based on a  
 calculation of total area of the Property as certified to Seller and Buyer by a Florida licensed surveyor in  
 accordance with Paragraph 7(c). The following rights of way and other areas will be excluded from the  
 calculation:
3. **Time for Acceptance; Effective Date:** Unless this offer is signed by Seller and Buyer and an executed copy  
 delivered to all parties on or before December 7, 2018, this offer will be withdrawn and Buyer's deposit, if  
 any, will be returned. The time for acceptance of any counter offer will be 3 days after the date the counter offer is  
 delivered. The "Effective Date" of this contract is the date on which the last one of the Seller and Buyer  
 has signed or initialed and delivered this offer or the final counter offer.
4. **Closing Date:** This transaction will close on May 31, 2019 ("Closing Date"), unless specifically  
 extended by other provisions of this contract. The Closing Date will prevail over all other time periods including,  
 but not limited to, Financing and Feasibility Study periods. However, if the Closing Date occurs on a Saturday,  
 Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) of the next business  
 day. In the event insurance underwriting is suspended on Closing Date and Buyer is unable to obtain property  
 insurance, Buyer may postpone closing for up to 5 days after the insurance underwriting suspension is lifted. If  
 this transaction does not close for any reason, Buyer will immediately return all Seller provided documents and  
 other items.

Buyer (Signature) and Seller (Signature) acknowledge receipt of a copy of this page, which is 1 of 7 pages.  
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51 **5. Financing: (Check as applicable)**

52 (a) ☒ Buyer will pay cash for the Property with no financing contingency.

53 (b) ☐ This contract is contingent on Buyer qualifying for and obtaining the commitment(s) or approval(s)  
54 specified below ("Financing") within \_\_\_\_\_ days after Effective Date (Closing Date or 30 days after Effective  
55 Date, whichever occurs first, if left blank) ("Financing Period"). Buyer will apply for Financing within \_\_\_\_\_  
56 days after Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial,  
57 and other information required by the lender. If Buyer, after using diligence and good faith, cannot obtain the  
58 Financing within the Financing Period, either party may terminate this contract and Buyer's deposit(s) will be  
59 returned.

60 (1) ☐ New Financing: Buyer will secure a commitment for new third party financing for \$ \_\_\_\_\_  
61 or \_\_\_\_\_% of the purchase price at (Check one) ☐ a fixed rate not exceeding \_\_\_\_\_% ☐ an  
62 adjustable interest rate not exceeding \_\_\_\_\_% at origination (a fixed rate at the prevailing interest rate  
63 based on Buyer's creditworthiness if neither choice is selected). Buyer will keep Seller and Broker fully  
64 informed of the loan application status and progress and authorizes the lender or mortgage broker to  
65 disclose all such information to Seller and Broker.

66 (2) ☐ Seller Financing: Buyer will execute a ☐ first ☐ second purchase money note and mortgage to  
67 Seller in the amount of \$ \_\_\_\_\_, bearing annual interest at \_\_\_\_\_% and payable as  
68 follows:

69 The mortgage, note, and any security agreement will be in a form acceptable to Seller and will follow  
70 forms generally accepted in the county where the Property is located; will provide for a late payment fee  
71 and acceleration at the mortgagee's option if Buyer defaults; will give Buyer the right to prepay without  
72 penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on  
73 conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require Buyer to  
74 keep liability insurance on the Property, with Seller as additional named insured. Buyer authorizes Seller  
75 to obtain credit, employment, and other necessary information to determine creditworthiness for the  
76 financing. Seller will, within 10 days after Effective Date, give Buyer written notice of whether or not  
77 Seller will make the loan.

78 (3) ☐ Mortgage Assumption: Buyer will take title subject to and assume and pay existing first mortgage to

79 LN# \_\_\_\_\_ in the approximate amount of \$ \_\_\_\_\_ currently payable at  
80 \$ \_\_\_\_\_ per month, including principal, interest, ☐ taxes and insurance, and having a  
81 ☐ fixed ☐ other (describe) \_\_\_\_\_  
82 interest rate of \_\_\_\_\_% which ☐ will ☐ will not escalate upon assumption. Any variance in the  
83 mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. Buyer will  
84 purchase Seller's escrow account dollar for dollar. If the interest rate upon transfer exceeds \_\_\_\_\_% or  
85 the assumption/transfer fee exceeds \$ \_\_\_\_\_, either party may elect to pay the excess, \_\_\_\_\_  
86 failing which this contract will terminate; and Buyer's deposit(s) will be returned. If the lender disapproves  
87 Buyer, this contract will terminate; and Buyer's deposit(s) will be returned.

88  
89 **6. Assignability: (Check one)** Buyer ☐ may assign and thereby be released from any further liability under this  
90 contract, ☒ may assign but not be released from liability under this contract, or ☐ may not assign this contract.

91 **7. Title: Seller has the legal capacity to and will convey marketable title to the Property by** ☒ statutory warranty  
92 deed ☐ special warranty deed ☐ other (specify) \_\_\_\_\_, free of liens, easements,  
93 and encumbrances of record or known to Seller, but subject to property taxes for the year of closing; covenants,  
94 restrictions, and public utility easements of record; existing zoning and governmental regulations; and (list any  
95 other matters to which title will be subject) \_\_\_\_\_  
96 provided there exists at closing no violation of the foregoing.

97 (a) **Title Evidence:** The party who pays for the owner's title insurance policy will select the closing agent and  
98 pay for the title search, including tax and lien search if performed, and all other fees charged by closing agent.  
99 Seller will deliver to Buyer, at

100 (Check one) ☐ Seller's ☒ Buyer's expense and

101 (Check one) ☒ within \_\_\_\_\_ days after Effective Date ☐ at least 60 days before Closing Date,

102 (Check one)

103 (1) ☒ a title insurance commitment by a Florida licensed title insurer setting forth those matters to be  
104 discharged by Seller at or before closing and, upon Buyer recording the deed, an owner's policy in the  
105 amount of the purchase price for fee simple title subject only to the exceptions stated above. If Buyer is  
106 paying for the owner's title insurance policy and Seller has an owner's policy, Seller will deliver a copy to  
107 Buyer within 15 days after Effective Date.

Buyer (    ) (    ) and Seller (    ) (    ) acknowledge receipt of a copy of this page, which is 2 of 7 pages.

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- (2) ☐ an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to Seller, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy exceptions and an update in a format acceptable to Buyer from the policy effective date and certified to Buyer or Buyer's closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to Seller, then (1) above will be the title evidence.
- (b) **Title Examination:** After receipt of the title evidence, Buyer will, within 30 days (10 days if left blank) but no later than Closing Date, deliver written notice to Seller of title defects. Title will be deemed acceptable to Buyer if (i) Buyer fails to deliver proper notice of defects or (ii) Buyer delivers proper written notice and Seller cures the defects within \_\_\_\_\_ days (30 days if left blank) ("Cure Period") after receipt of the notice. If the defects are cured within the Cure Period, closing will occur within 10 days after receipt by Buyer of notice of such cure. Seller may elect not to cure defects if Seller reasonably believes any defect cannot be cured within the Cure Period. If the defects are not cured within the Cure Period, Buyer will have 10 days after receipt of notice of Seller's inability to cure the defects to elect whether to terminate this contract or accept title subject to existing defects and close the transaction without reduction in purchase price.
- (c) **Survey:** Buyer may, at Buyer's expense, have the Property surveyed and must deliver written notice to Seller, within 5 days after receiving survey but not later than 5 days before Closing Date, of any encroachments on the Property, encroachments by the Property's improvements on other lands, or deed restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a title defect and Seller's and Buyer's obligations will be determined in accordance with Paragraph 7(b).
- (d) **Ingress and Egress:** Seller warrants that the Property presently has ingress and egress.
8. **Property Condition:** Seller will deliver the Property to Buyer at closing in its present "as is" condition, with conditions resulting from Buyer's Inspections and casualty damage, if any, excepted. Seller will not engage in or permit any activity that would materially alter the Property's condition without the Buyer's prior written consent.
- (a) **Inspections:** (Check (1) or (2))
- (1) ☒ **Feasibility Study:** Buyer will, at Buyer's expense and within 150 days (30 days if left blank) ("Feasibility Study Period") after Effective Date and in Buyer's sole and absolute discretion, determine whether the Property is suitable for Buyer's intended use. During the Feasibility Study Period, Buyer may conduct a Phase 1 environmental assessment and any other tests, analyses, surveys, and investigations ("Inspections") that Buyer deems necessary to determine to Buyer's satisfaction the Property's engineering, architectural, and environmental properties; zoning and zoning restrictions; subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state, and regional growth management plans; availability of permits, government approvals, and licenses; and other inspections that Buyer deems appropriate. If the Property must be rezoned, Buyer will obtain the rezoning from the appropriate government agencies. Seller will sign all documents Buyer is required to file in connection with development or rezoning approvals. Seller gives Buyer, its agents, contractors, and assigns, the right to enter the Property at any time during the Feasibility Study Period for the purpose of conducting Inspections, provided, however, that Buyer, its agents, contractors, and assigns enter the Property and conduct Inspections at their own risk. Buyer will indemnify and hold Seller harmless from losses, damages, costs, claims, and expenses of any nature, including attorneys' fees, expenses, and liability incurred in application for rezoning or related proceedings, and from liability to any person, arising from the conduct of any and all Inspections or any work authorized by Buyer. Buyer will not engage in any activity that could result in a construction lien being filed against the Property without Seller's prior written consent. If this transaction does not close, Buyer will, at Buyer's expense, (i) repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in before conducting the Inspections and (ii) release to Seller all reports and other work generated as a result of the Inspections.
- Before expiration of the Feasibility Study Period, Buyer must deliver written notice to Seller of Buyer's determination of whether or not the Property is acceptable. Buyer's failure to comply with this notice requirement will constitute acceptance of the Property as suitable for Buyer's intended use in its "as is" condition. If the Property is unacceptable to Buyer and written notice of this fact is timely delivered to Seller, this contract will be deemed terminated, and Buyer's deposit(s) will be returned.
- (2) ☐ **No Feasibility Study:** Buyer is satisfied that the Property is suitable for Buyer's purposes, including being satisfied that either public sewerage and water are available to the Property or the Property will be approved for the installation of a well and/or private sewerage disposal system and that existing zoning

164 and other pertinent regulations and restrictions, such as subdivision or deed restrictions, concurrency,  
 165 growth management, and environmental conditions, are acceptable to Buyer. This contract is not  
 166 contingent on Buyer conducting any further investigations.  
 167 (b) **Government Regulations:** Changes in government regulations and levels of service which affect Buyer's  
 168 intended use of the Property will not be grounds for terminating this contract if the Feasibility Study Period has  
 169 expired or if Paragraph 8(a)(2) is selected.  
 170 (c) **Flood Zone:** Buyer is advised to verify by survey, with the lender, and with appropriate government  
 171 agencies which flood zone the Property is in, whether flood insurance is required, and what restrictions apply  
 172 to improving the Property and rebuilding in the event of casualty.  
 173 (d) **Coastal Construction Control Line ("CCCL"):** If any part of the Property lies seaward of the CCCL as  
 174 defined in Section 161.053, Florida Statutes, Seller will provide Buyer with an affidavit or survey as required  
 175 by law delineating the line's location on the Property, unless Buyer waives this requirement in writing. The  
 176 Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that  
 177 govern coastal property, including delineation of the CCCL, rigid coastal protection structures, beach  
 178 nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida  
 179 Department of Environmental Protection, including whether there are significant erosion conditions associated  
 180 with the shore line of the Property being purchased.  
 181 ☐ Buyer waives the right to receive a CCCL affidavit or survey.

182 9. **Closing Procedure; Costs:** Closing will take place in the county where the Property is located and may be  
 183 conducted by mail or electronic means. If title insurance insures Buyer for title defects arising between the title  
 184 binder effective date and recording of Buyer's deed, closing agent will disburse at closing the net sale proceeds  
 185 to Seller (in local cashier's check if Seller requests in writing at least 5 days before closing) and brokerage fees to  
 186 Broker as per Paragraph 19. In addition to other expenses provided in this contract, Seller and Buyer will pay the  
 187 costs indicated below.

188 (a) **Seller Costs:**

189 Taxes on deed  
 190 Recording fees for documents needed to cure title  
 191 Title evidence (if applicable under Paragraph 7)  
 192 Other: \_\_\_\_\_

193 (b) **Buyer Costs:**

194 Taxes and recording fees on notes and mortgages  
 195 Recording fees on the deed and financing statements  
 196 Loan expenses  
 197 Title evidence (if applicable under Paragraph 7)  
 198 Lender's title policy at the simultaneous issue rate  
 199 Inspections  
 200 Survey  
 201 Insurance  
 202\* Other: \_\_\_\_\_

203 (c) **Prorations:** The following items will be made current and prorated as of the day before Closing Date: real  
 204 estate taxes (including special benefit tax liens imposed by a CDD), interest, bonds, assessments, leases,  
 205 and other Property expenses and revenues. If taxes and assessments for the current year cannot be  
 206 determined, the previous year's rates will be used with adjustment for any exemptions.

207 (d) **Special Assessment by Public Body:** Regarding special assessments imposed by a public body, Seller  
 208 will pay (i) the full amount of liens that are certified, confirmed, and ratified before closing and (ii) the amount  
 209 of the last estimate of the assessment if an improvement is substantially completed as of Effective Date but  
 210 has not resulted in a lien before closing; and Buyer will pay all other amounts. If special assessments may be  
 211\* paid in installments, ☒ Seller ☐ Buyer (Buyer if left blank) will pay installments due after closing. If Seller is  
 212 checked, Seller will pay the assessment in full before or at the time of closing. Public body does not include a  
 213 Homeowners' or Condominium Association.

214 (e) **PROPERTY TAX DISCLOSURE SUMMARY: BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT**  
 215 **PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT BUYER MAY BE OBLIGATED TO**  
 216 **PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY**  
 217 **IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN**  
 218 **HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT**  
 219 **THE COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.**

Buyer ☒ ( ) and Seller ( ) ( ) acknowledge receipt of a copy of this page, which is 4 of 7 pages.  
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220 (f) Foreign Investment in Real Property Tax Act ("FIRPTA"): If Seller is a "foreign person" as defined by  
221 FIRPTA, Seller and Buyer will comply with FIRPTA, which may require Seller to provide additional cash at  
222 closing.  
223 (g) 1031 Exchange: If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneously with  
224 closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will  
225 cooperate in all reasonable respects to effectuate the Exchange including executing documents, provided,  
226 however, that the cooperating party will incur no liability or cost related to the Exchange and that the closing  
227 will not be contingent upon, extended, or delayed by the Exchange.

228 10. Computation of Time: Calendar days will be used when computing time periods, except time periods of 5 days  
229 or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal  
230 holidays specified in 5 U.S.C. 6103(a). Any time period ending on a Saturday, Sunday, or national legal holiday  
231 will extend until 5:00 p.m. (where the Property is located) of the next business day. Time is of the essence in  
232 this contract.

233 11. Risk of Loss; Eminent Domain: If any portion of the Property is materially damaged by casualty before closing  
234 or Seller negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain  
235 proceedings or an eminent domain proceeding is initiated, Seller will promptly inform Buyer. Either party may  
236 terminate this contract by written notice to the other within 10 days after Buyer's receipt of Seller's notification,  
237 and Buyer's deposit(s) will be returned, failing which Buyer will close in accordance with this contract and  
238 receive all payments made by the governmental authority or insurance company, if any.

239 12. Force Majeure: Seller or Buyer will not be required to perform any obligation under this contract or be liable to  
240 each other for damages so long as the performance or non-performance of the obligation is delayed, caused, or  
241 prevented by an act of God or force majeure. An "act of God or force majeure" is defined as hurricanes,  
242 earthquakes, floods, fire, unusual transportation delays, wars, insurrections, and any other cause not reasonably  
243 within the control of Seller or Buyer and which by the exercise of due diligence the non-performing party is  
244 unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for  
245 the period that the act of God or force majeure is in place. However, in the event that such act of God or force  
246 majeure event continues beyond 30 days, either party may terminate this contract by delivering written notice to  
247 the other; and Buyer's deposit(s) will be returned.

248 13. Notices: All notices will be in writing and delivered to the parties and Broker by mail, personal delivery, or  
249 electronic means. Buyer's failure to timely deliver written notice to Seller, when such notice is required by  
250 this contract, regarding any contingency will render that contingency null and void, and this contract will  
251 be construed as if the contingency did not exist. Any notice, document, or item delivered to or received  
252 by an attorney or licensee (including a transactions broker) representing a party will be as effective as if  
253 delivered to or received by that party.

254 14. Complete Agreement; Persons Bound: This contract is the entire agreement between Seller and Buyer.  
255 Except for brokerage agreements, no prior or present agreements will bind Seller, Buyer, or Broker  
256 unless incorporated into this contract. Modifications of this contract will not be binding unless in writing, signed  
257 or initialed, and delivered by the party to be bound. Electronic signatures will be acceptable and binding. This  
258 contract, signatures, initials, documents referenced in this contract, counterparts, and written modifications  
259 communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be  
260 binding. Handwritten or typewritten terms inserted in or attached to this contract prevail over preprinted terms. If  
261 any provision of this contract is or becomes invalid or unenforceable, all remaining provisions will continue to be  
262 fully effective. Seller and Buyer will use diligence and good faith in performing all obligations under this contract.  
263 This contract will not be recorded in any public record. The terms "Seller," "Buyer," and "Broker" may be singular  
264 or plural. This contract is binding on the heirs, administrators, executors, personal representatives, and assigns, if  
265 permitted, of Seller, Buyer, and Broker.

266 15. Default and Dispute Resolution: This contract will be construed under Florida law. This Paragraph will survive  
267 closing or termination of this contract.

268 (a) Seller Default: If Seller fails, neglects, or refuses to perform Seller's obligations under this contract, Buyer  
269 may elect to receive a return of Buyer's deposit(s) without thereby waiving any action for damages resulting  
270 from Seller's breach and may seek to recover such damages or seek specific performance. Seller will also  
271 be liable for the full amount of the brokerage fee.

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272 (b) **Buyer Default:** If Buyer fails, neglects, or refuses to perform Buyer's obligations under this contract,  
273 including payment of deposit(s), within the time(s) specified, Seller may elect to recover and retain the  
274 deposit(s), paid and agreed to be paid, for the account of Seller as agreed upon liquidated damages,  
275 consideration for execution of this contract, and in full settlement of any claims, whereupon Seller and Buyer  
276 will be relieved from all further obligations under this contract; or Seller, at Seller's option, may proceed in  
277 equity to enforce Seller's rights under this contract.

278 **16. Attorney's Fees; Costs:** In any litigation permitted by this Contract, the prevailing party shall be entitled to  
279 recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting  
280 the litigation. This Paragraph 16 shall survive Closing or termination of this Contract.

281 **17. Escrow Agent; Closing Agent:** Seller and Buyer authorize Escrow Agent and closing agent (collectively  
282 "Agent") to receive, deposit, and hold funds and other items in escrow and, subject to Collection, disburse them  
283 upon proper authorization and in accordance with Florida law and the terms of this contract, including disbursing  
284 brokerage fees. "Collection" or "Collected" means any checks tendered or received have become actually and  
285 finally collected and deposited in the account of Agent. The parties agree that Agent will not be liable to any  
286 person for misdelivery of escrowed items to Seller or Buyer, unless the misdelivery is due to Agent's willful  
287 breach of this contract or gross negligence. If Agent interpleads the subject matter of the escrow, Agent will pay  
288 the filing fees and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the  
289 escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party.

290 **18. Professional Advice; Broker Liability:** Broker advises Seller and Buyer to verify all facts and representations  
291 that are important to them and to consult an appropriate professional for legal advice (for example, interpreting  
292 this contract, determining the effect of laws on the Property and this transaction, status of title, foreign investor  
293 reporting requirements, the effect of property lying partially or totally seaward of the CCCL, etc.) and for tax,  
294 property condition, environmental, and other specialized advice. Buyer acknowledges that Broker does not reside  
295 in the Property and that all representations (oral, written, or otherwise) by Broker are based on Seller  
296 representations or public records. Buyer agrees to rely solely on Seller, professional inspectors, and  
297 government agencies for verification of the Property condition and facts that materially affect Property  
298 value. Seller and Buyer respectively will pay all costs and expenses, including reasonable attorneys' fees at all  
299 levels, incurred by Broker and Broker's officers, directors, agents, and employees in connection with or arising  
300 from Seller's or Buyer's misstatement or failure to perform contractual obligations. Seller and Buyer hold  
301 harmless and release Broker and Broker's officers, directors, agents, and employees from all liability for loss or  
302 damage based on (i) Seller's or Buyer's misstatement or failure to perform contractual obligations; (ii) the use or  
303 display of listing data by third parties, including, but not limited to, photographs, images, graphics, video  
304 recordings, virtual tours, drawings, written descriptions, and remarks related to the Property; (iii) Broker's  
305 performance, at Seller's or Buyer's request, of any task beyond the scope of services regulated by Chapter 475,  
306 Florida Statutes, as amended, including Broker's referral, recommendation, or retention of any vendor; (iv)  
307 products or services provided by any vendor; and (v) expenses incurred by any vendor. Seller and Buyer each  
308 assume full responsibility for selecting and compensating their respective vendors. This Paragraph will not relieve  
309 Broker of statutory obligations. For purposes of this Paragraph, Broker will be treated as a party to this contract.  
310 This Paragraph will survive closing.

311 **19. Commercial Real Estate Sales Commission Lien Act:** If the Property is commercial real estate as defined by  
312 Section 475.701, Florida Statutes, the following disclosure will apply: The Florida Commercial Real Estate Sales  
313 Commission Lien Act provides that when a broker has earned a commission by performing licensed services  
314 under a brokerage agreement with you, the broker may claim a lien against your net sales proceeds for the  
315 broker's commission. The broker's lien rights under the act cannot be waived before the commission is earned.

316 **20. Brokers:** The brokers named below are collectively referred to as "Broker." **Instruction to closing agent:**  
317 Seller and Buyer direct closing agent to disburse at closing the full amount of the brokerage fees as specified in  
318 separate brokerage agreements with the parties and cooperative agreements between the Brokers, except to the  
319 extent Broker has retained such fees from the escrowed funds. This Paragraph will not be used to modify any  
320 MLS or other offer of compensation made by Seller or Seller's Broker to Buyer's Broker.

321\* (a) Florida Commercial Enterprises, LLC (Seller's Broker)  
322\* will be compensated by ☒ Seller ☐ Buyer ☐ both parties pursuant to ☒ a listing agreement ☐ other  
323\* (specify):  
324\* (b) Illustrated Properties, LLC (Buyer's Broker)  
325\* will be compensated by ☐ Seller ☐ Buyer ☐ both parties ☒ Seller's Broker pursuant to ☐ a MLS offer of  
326\* compensation ☒ other (specify): 3% to Selling Broker

327\* 21. Additional Terms: ILLUSTRATED PROPERTIES holds all deposits in a Florida financial institution selected by  
328 ILLUSTRATED PROPERTIES and may receive a benefit as a result thereof. All deposits to be held by  
329 ILLUSTRATED PROPERTIES must be paid to ILLUSTRATED PROPERTIES, LLC for deposit into ILLUSTRATED  
330 PROPERTIES' escrow account. ILLUSTRATED PROPERTIES DOES NOT USE EMAIL FOR THE DELIVERY OF  
331 WIRE TRANSFER INSTRUCTIONS. YOU MUST VERIFY ALL WIRE INSTRUCTIONS DIRECTLY WITH THE  
332 CLOSING AGENT INDEPENDENTLY OF ANY INFORMATION CONTAINED IN THE INSTRUCTIONS.  
333 ILLUSTRATED PROPERTIES ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF ANY WIRE TRANSFER  
334 INSTRUCTIONS THAT YOU MAY RECEIVE IN CONJUNCTION WITH THIS TRANSACTION.  
335  
336

337 Michael A Dooley is a licensed Real Estate Broker in the State of Florida  
338  
339  
340  
341  
342


343 **COUNTER-OFFER/REJECTION**

344\* ☐ Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and  
345 deliver a copy of the acceptance to Seller).  
346\* ☐ Seller rejects Buyer's offer

347 **This is intended to be a legally binding contract. If not fully understood, seek the advice of an attorney before**  
348 **signing.**

349\* Buyer:  Date: 11/28/12

350\* Print name: LAUREL IANE HOLDINGS, LLC, ROBERT KAYE GENERAL MGR

351\* Buyer:  Date: 11/28/12

352\* Print name: HOBE SOUND JUPITER ISLAND PROPERTIES, LLC, MICHAEL DOOLEY GENERAL MGR

353 Buyer's address for purpose of notice:

354\* Address: P.O. Box 1166

355\* Phone: 772-546-7355 Fax: 772-546-3163 Email: hsldooley@gmail.com

356\* Seller: \_\_\_\_\_ Date: \_\_\_\_\_

357\* Print name: \_\_\_\_\_

358\* Seller: \_\_\_\_\_ Date: \_\_\_\_\_

359\* Print name: \_\_\_\_\_

360 Seller's address for purpose of notice:

361\* Address: 610 Valencia Ave., Apt 503, Coral Gables, FL 33134

362\* Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

363\* **Effective Date:** \_\_\_\_\_ **(The date on which the last party signed or initialed and delivered the**  
364 **final offer or counter offer.)**

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Buyer  and Seller               acknowledge receipt of a copy of this page, which is 7 of 7 pages.

VAC-11 Rev 8/17

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21. Additional Terms: ILLUSTRATED PROPERTIES holds all deposits in a Florida financial institution selected by ILLUSTRATED PROPERTIES and may exercise a benefit as a result thereof. All deposits to be held by ILLUSTRATED PROPERTIES must be held in ILLUSTRATED PROPERTIES' ILL-IT account. ILLUSTRATED PROPERTIES DOES NOT USE EMAIL FOR THE DELIVERY OF WIRE TRANSFER INSTRUCTIONS. YOU MUST VERIFY ALL WIRE INSTRUCTIONS DIRECTLY WITH THE CLOSING AGENT INDEPENDENTLY OF ANY INFORMATION CONTAINED IN THE INSTRUCTIONS. ILLUSTRATED PROPERTIES ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF ANY WIRE TRANSFER INSTRUCTIONS THAT YOU MAY RECEIVE IN CONNECTION WITH THIS TRANSACTION.

Michael A. Gentry is a Licensed Real Estate Broker in the State of Florida

There shall be no real estate commission due if there is no closing, regardless of the reason.

#### COUNTER-OFFER/REJECTION

☐ Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and deliver a copy of the acceptance to Seller).  
☒ Seller rejects Buyer's offer

This is intended to be a legally binding contract. If not fully understood, seek the advice of an attorney before signing.

Buyer: LAUREL MARIE HOLLINGS, LLC, ROBERT KAYE GENERAL MGR. Date: 11/28/12

Buyer: MS 2 Date: 11/28/12

Print name: SCOTT ARNOLD JUSTICE ISLAND PROPERTIES, LLC, MICHAEL ROBERT GENERAL MGR.

Buyer's address for purpose of notice:

Address: P.O. Box 1145  
Phone: 772-646-7355 Fax: 772-646-5183 Email: hollings@justiceisland.com

Seller: Alan Kornbluh, Trustee Date: 12-6-18

Print name: ALAN KORNBLUH

Seller: \_\_\_\_\_ Date: \_\_\_\_\_

Print name: \_\_\_\_\_

Seller's address for purpose of notice:

Address: 850 Valencia Ave., Apt. 523, Cape Coral, FL 33914  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Effective Date: \_\_\_\_\_ (The date on which the last party signed or initialed and delivered the final offer or counter offer.)

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Buyer MS 2 and Seller Alan Kornbluh acknowledge receipt of a copy of this page, which is 7 of 7 pages.

**Addendum to Contract****ILLUSTRATED  
PROPERTIES**

Addendum No. 2 to the Contract dated December 7, 2018 between  
Alan Kornbluh, Trustee (Seller)  
and Laurel Lane Holdings, LLC and Hobe Sound Jupiter Island Properties, LLC (Buyer)  
concerning the property described as:

9795 SE Federal Hwy., Hobe Sound, FL 33455 (3.89 Acres)

(the "Contract"). Buyer and Seller make the following terms and conditions part of the Contract:  
in consideration for Buyer hereby waiving all further studies allowed to Buyer under 8. Property Condition  
(a) inspections (1) FEASIBILITY STUDY and accepting property in its AS-IS condition as of March 8, 2018;  
SELLER agree to extend the closing date to July 31, 2018.

All other terms and condition of this contract shall remain in full force and effect.

Date: Mar 8, 2018

Buyer: M Dooley

Date: Mar 8, 2018

Buyer: Robert M. Kuger

Date: 3-11-19

Seller: Alan Kornbluh, Trustee

Date: \_\_\_\_\_

Seller: \_\_\_\_\_

## Addendum to Contract

Addendum No. 3 to the Contract dated December 7, 2018 between Alan Kornbluh, Trustee (Seller) and Laurel Lane Holdings, LLC and Hobe Sound Jupiter Island Properties, LLC (Buyer) concerning the property described as:

8785 SE Federal Hwy, Hobe Sound, FL 33455 (3.89 Acres) (the "Contract"). Buyer and Seller make the following terms and conditions part of the Contract:

Seller agrees to cooperate with Buyer in Buyer's request to Martin County to change the land use designation of the Property to High Density Residential and the zoning of the Property to RM-10. Provided, however, Buyer agrees that Buyer shall not complete such land use change and zoning change prior to the Closing.

All other terms and conditions of this Contract shall remain in full force and effect.

### BUYER:

*Laurel Lane Holdings, LLC, a Florida limited liability company*

Date: 4/23/19

By: Robert M. Kaye

Print Name: Robert M. Kaye

Its: \_\_\_\_\_

*Hobe Sound Jupiter Properties, LLC, a Florida limited liability company*

Date: 4/24/19

By: Michael A. Dooley

*Michael A. Dooley, Manager*

### SELLER:

Date: 4/25/19

Alan M. Kornbluh  
*Alan M. Kornbluh, Trustee*

March 27, 2019

Proposed Development Name: Tradewinds at Hobe Sound

LEGAL DESCRIPTIONS and Parcel Control Numbers of Properties being  
Submitted for Land Use Changes and Zoning Chnages

**Parcel 1:**

Legal Description: The south  $\frac{1}{2}$  of Lot 103 (Less South 210' of WEast 420') Gomez Grant, West of the Indian River, According to the Plat thereof Filed September 3, 1892, Recorded in Plat Book A, Page 10, Dade County, Florida, Public Records, Also Filed March 25, 1910, Recorded in Plat Book 1, Page 62, Palm Beach (Now Martin) County, Florida, Public Records. PCN: 34-38-42-000-103-0002.0-9000

**Parcel 2:**

Legal Description: South 217.74' of Lot 3 According to the Plat o Suburban Homes and Groves duly Recorded in the office of the Clerk of Martin County, Florida in Plat Book 2, Page 58, of Martin County Public Records Filed May 7, 1947. PCN: 34-38-42-061-000-00031-0

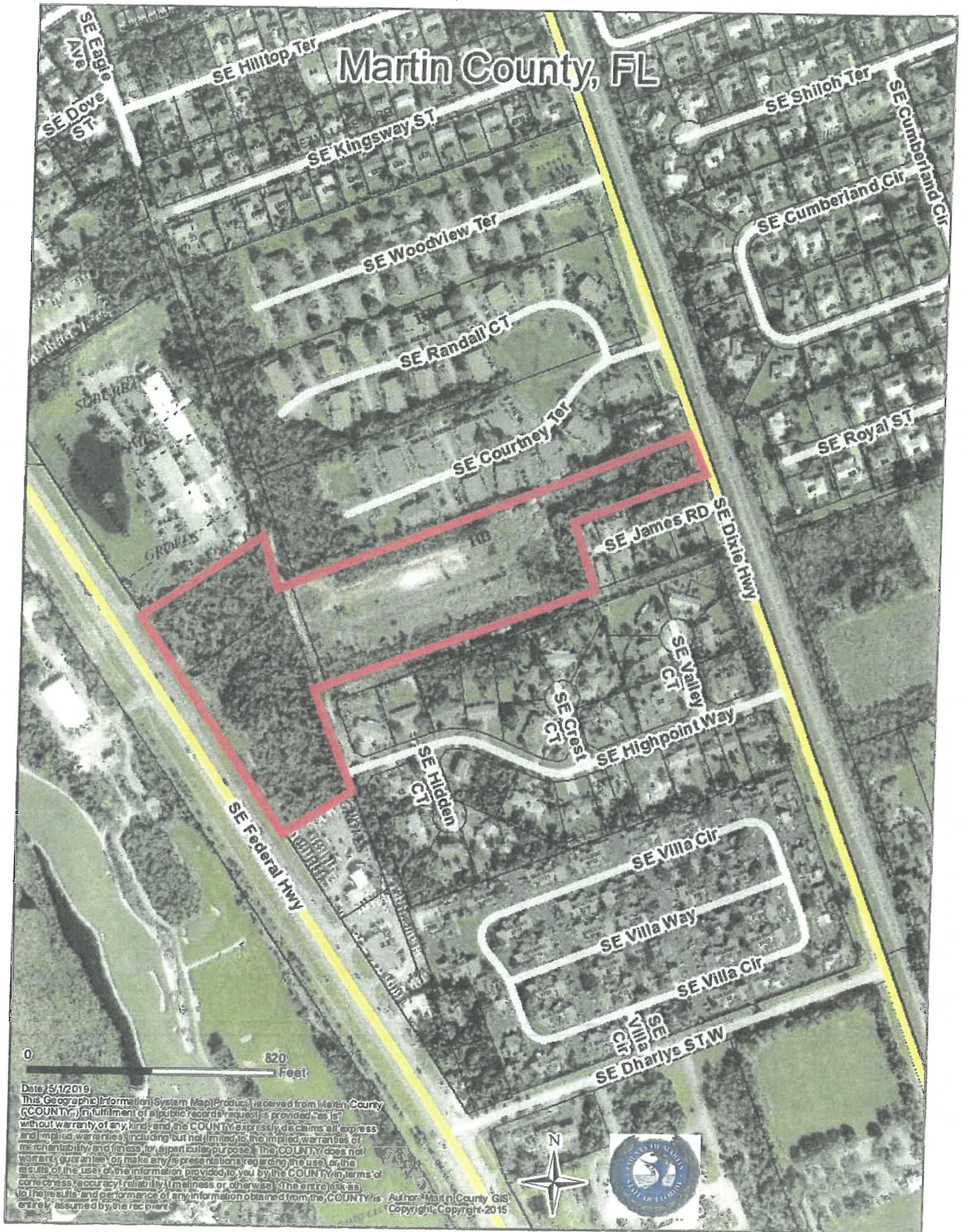
**Parcel 3:**

Legal Description: Suburban Homes and Groves Lot 2 (Less s 600'). PCN: 34-38-42-061-000-00020-3



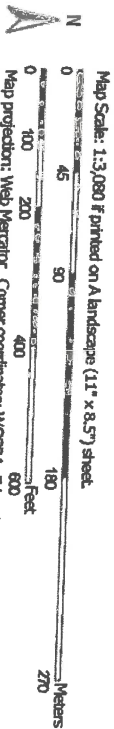
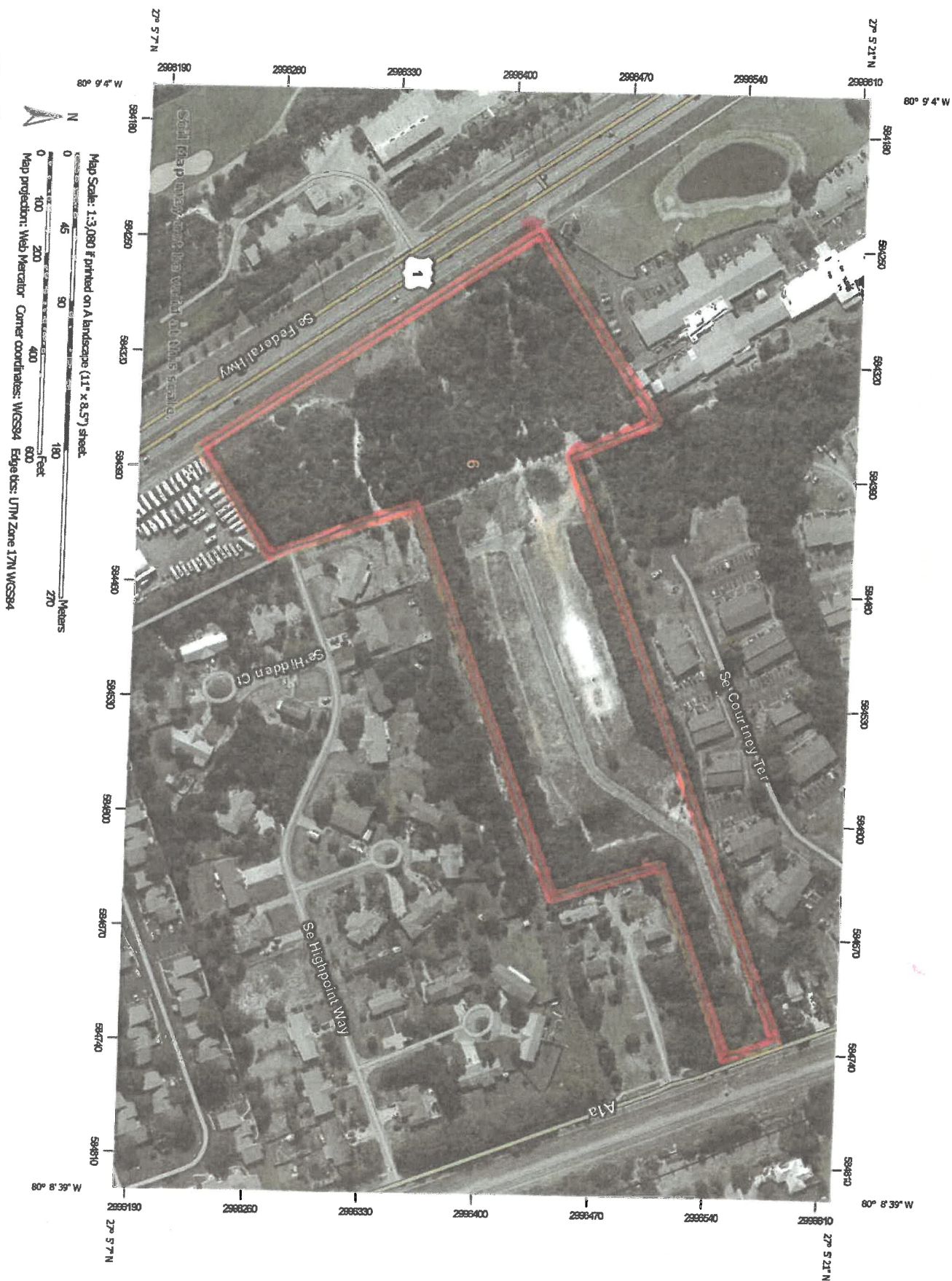


# Martin County, FL





25



Natural Resources  
Conservation Service

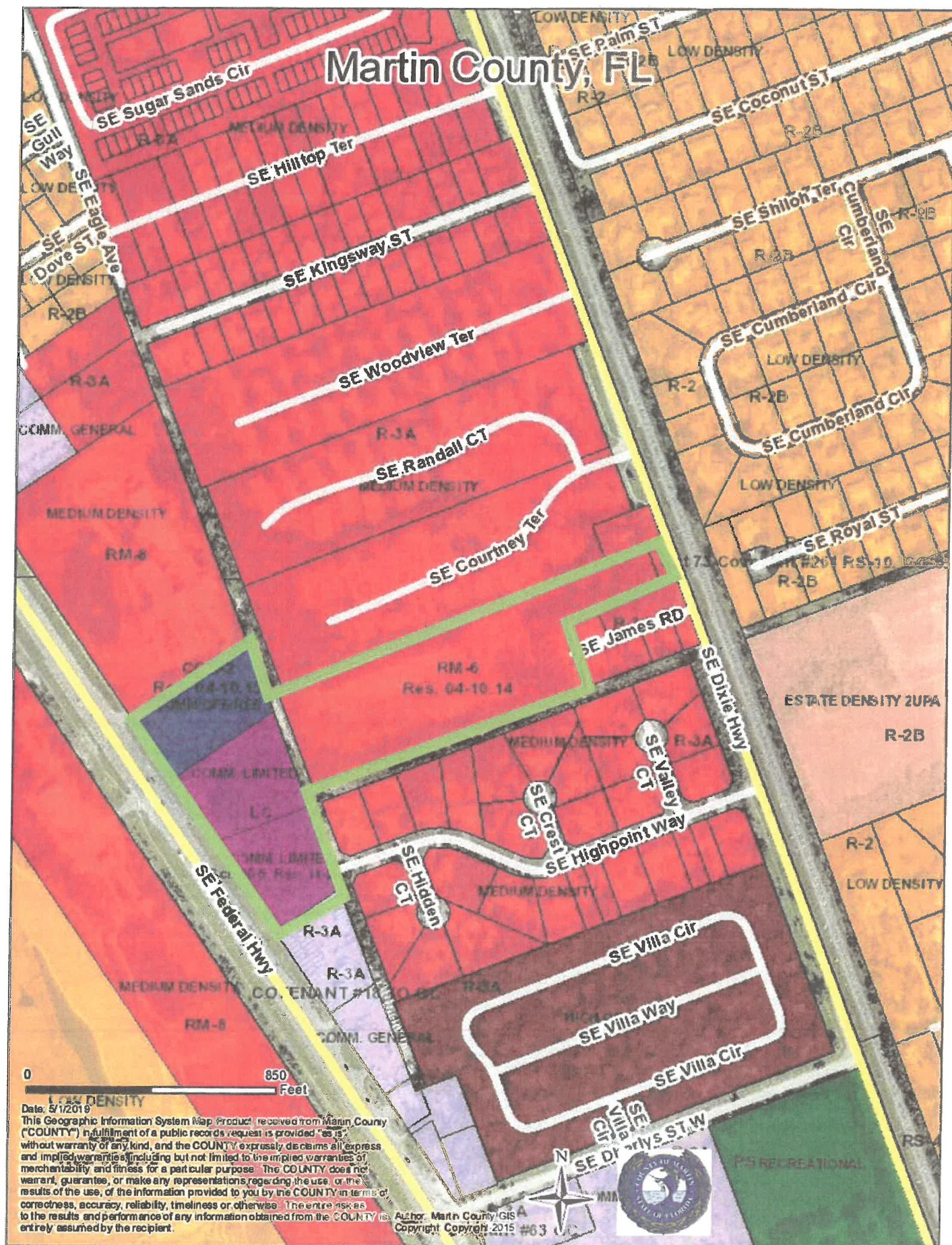
Web Soil Survey  
National Cooperative Soil Survey



## Martin County, FL











## School Impact Worksheet

The purpose of this school impact worksheet is to assist in planning for future public school facility needs and concurrency requirements. It is to be completed for any proposed residential project, and residential rezoning, amendments to FLUM with residential components, and DRIs.

**Date:** 4/18/19  
**Parcel ID#:** 343842000103000209; 343842061000000310; 343842061000000201  
**Project Name:** Tradewinds at Hobe Sound  
**Former Project Name:** Heron Cove  
**Owner/Developer:** Laurel Lane Holdings LLC, Hobe Sound Jupiter Island Properties LLC  
**Contact Name/Number:** Michael A Dooley 772-204-4457  
**Total Project Acreage:** 13.79  
**Year 1 of the Build-Out:** 2021

1. Please indicate the most likely build-out scenario. Show build-out by year and number of units/year.

Unit Type	Number of Units	First 5-year Period					Second 5- year Period				
		Yr 1	Yr 2	Yr 3	Yr 4	Yr 5	Yr 6	Yr 7	Yr 8	Yr 9	Yr 10
Single-family detached											
Multi-family											
Apartment	165	83	82								
Townhouse	24	12	12								
Other											

Note: If build-out is expected to go beyond the 10 year period above, please attach an additional table with build-out years until project completion.

2. Project number and type of residential dwelling units at build-out, as follows:

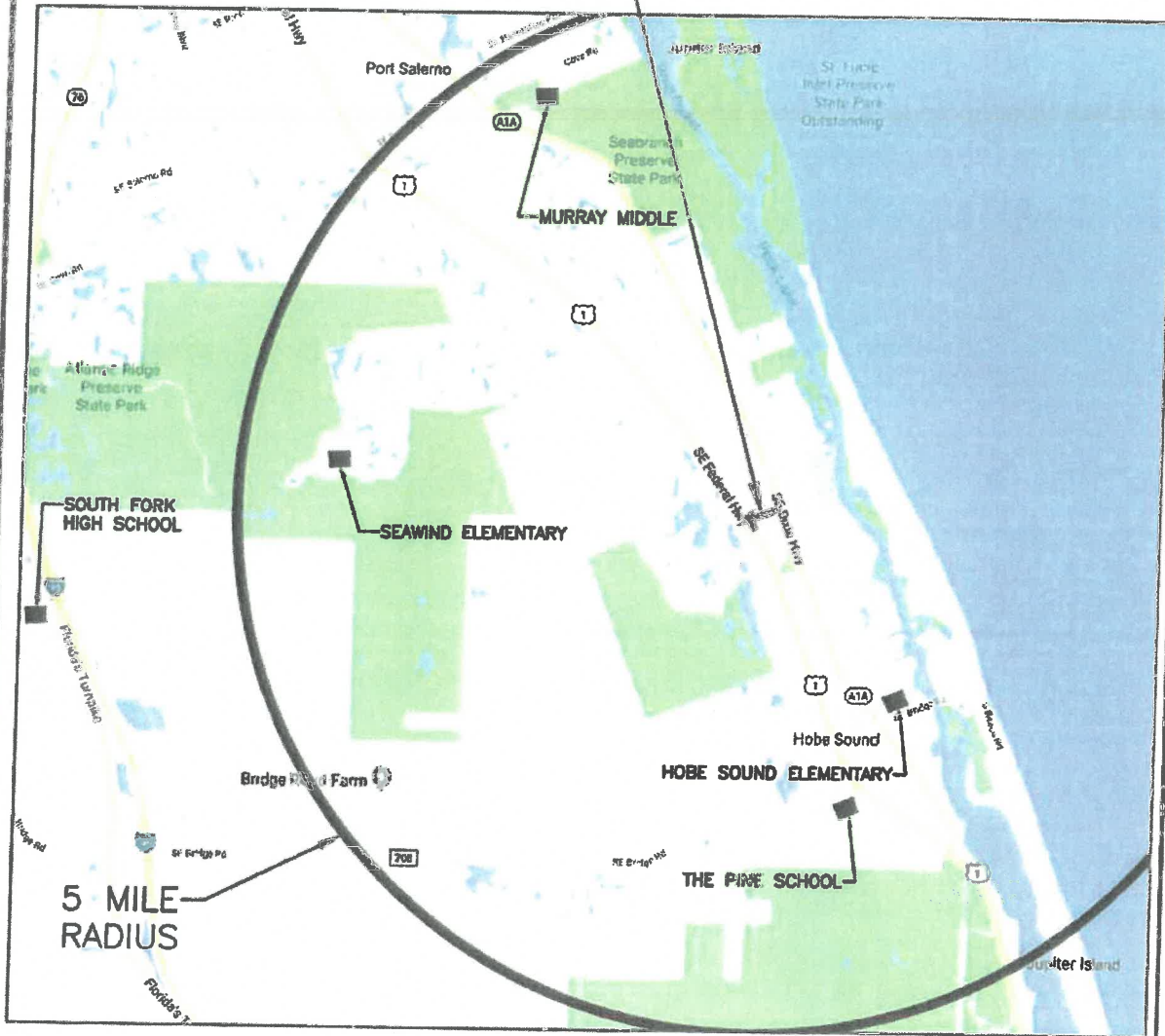
Unit Type	Number of Units	Typical Unit Floor Area (sq. ft.)	Estimated Rent Price (\$) Per Unit	Number Restricted to 55+ Age Group
Single-family detached				
Multi-family				
Apartment	165	1206-1342	\$1,200-1,800/mo	NA
Townhouse	24	1741	\$2,200/mo	NA
Other				

3. Please include a location map showing elementary, middle and high schools within a two-mile radius of the proposed project. If no schools are within a two-mile radius of the project, please indicate the nearest schools to the project.



SECTION 34, TOWNSHIP 38 SOUTH, RANGE 42 EAST  
 PARCEL NUMBER  
 343842000103000209,  
 343842061000000203,  
 343842061000000310

PROJECT  
 LOCATION



811

**THE MILCOR GROUP, INC.**  
 CIVIL ENGINEERS  
 10070 SE FEDERAL HIGHWAY  
 HOBE SOUND, FL 33465  
 PH (772) 222-0800  
 FAX (772) 222-0801  
 WWW.THEMILCORGROUP.COM  
 COMPANY OF ALUMINUM  
 2000

SCHOOL LOCATION MAP

TRADEWINDS  
 AT  
 HOBE SOUND  
 HOBE SOUND, FLORIDA

EXHIBIT

1



# Tradewinds at Hobe Sound

Two mile radius RE: Schools

Google Earth

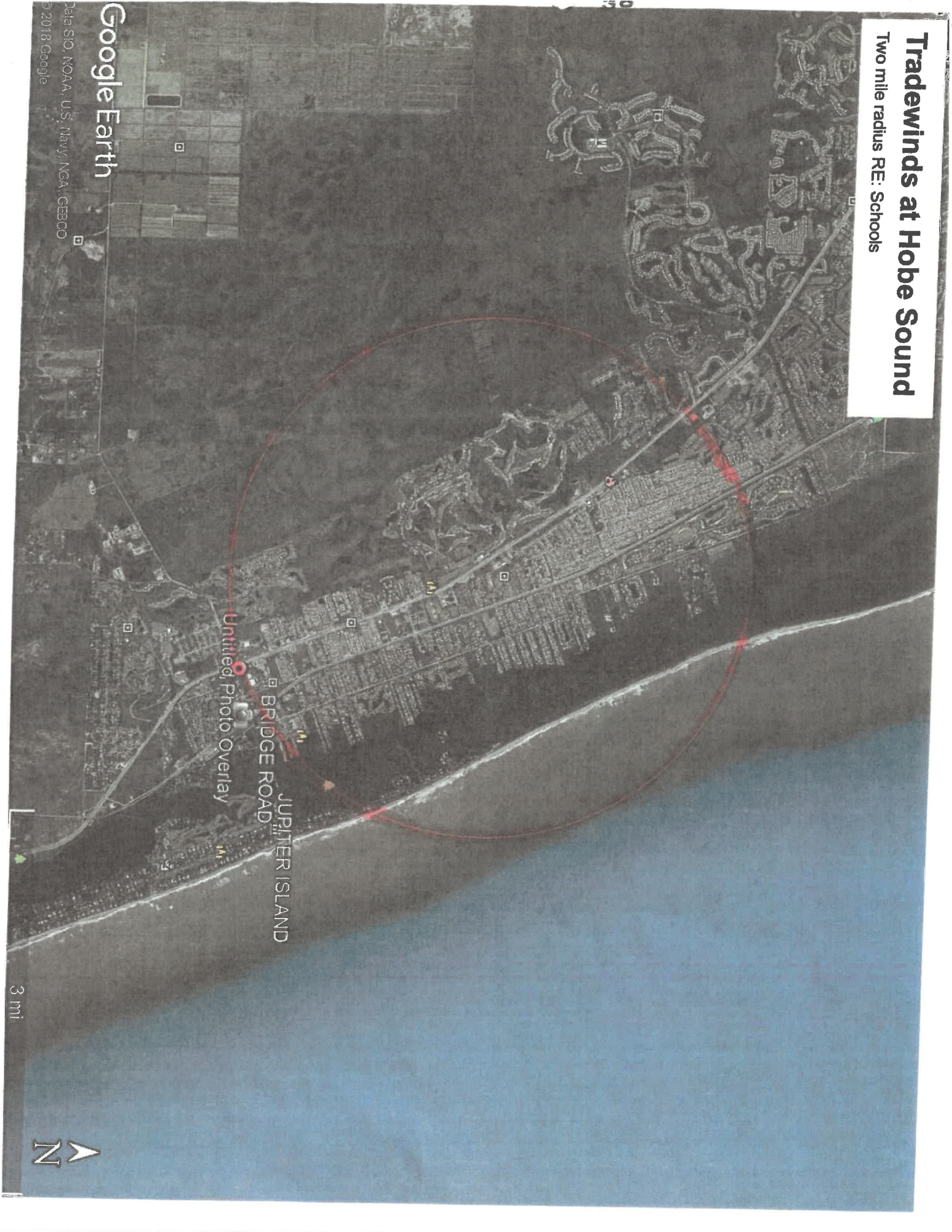
Data SIO, NOAA, U.S. Navy, NGA, GEBCO  
© 2018 Google

United, Photo Overlay

BRIDGE ROAD

JUPITER ISLAND

3 mi



## DISCLOSURE OF INTEREST AFFIDAVIT

This Affidavit is given for the purpose of establishing compliance with the provisions of Section 10.2.B.3 Land Development Regulations; Martin County Code.

FURTHER AFFIANT SAYETH NOT.

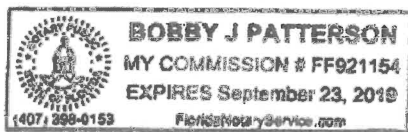
AFFIANT

Michael A. Dooley  
Signature  
MICHAEL A. DOOLEY  
Print name

STATE OF: FLORIDA

COUNTY OF: MARTIN

The foregoing Disclosure of Interest Affidavit was sworn to, affirmed and subscribed before me this 14 day of MARCH 20 19, by MICHAEL A. DOOLEY, who is personally known to me or have produced \_\_\_\_\_ as identification.



(Notary Seal)

Bobby J. Patterson  
Signature

Notary Public, State of Florida

Print Name: Bobby J. Patterson

My Commission Expires: 9/23/19





### DISCLOSURE OF INTEREST AFFIDAVIT

BEFORE ME, the undersigned authority, duly authorized to take acknowledgments and administer oaths, personally appeared the undersigned person on the date set forth below, who, first being duly sworn, deposes and says under penalties of perjury:

1. That the record property owner(s) of the Real Property described in Exhibit "A" to this Affidavit is (are) as follows:

Name	Address
LAUREL LAKE HOLDINGS, LLC	404 S. BEACH RD. HOBE SOUND, FL 33455
HOBE SOUND JUPITER ISLAND PROPERTIES, LLC	P.O. BOX 1166 HOBE SOUND, FL 33475
ALAN KORNDLUN, AS TRUSTEE	610 VALENCIA AVE, APT 503 CORAL GARDENS, FL 33134

(If more space is needed attach separate sheet)

2. That the following is a list of every natural person and entity with any legal or equitable interest in the property (as defined in Section 10.2.B.3. Land Development Regulations, Martin County Code):

Name	Address	Interest
ROBERT KATZ	404 S BEACH RD. HOBE SOUND, FL 33455	50%
MICHAEL DOOLEY	P.O. BOX 1166 HOBE SOUND, FL 33475	50% UNDIVIDED INTEREST
FERRY DOOLEY	P.O. BOX 1166 HOBE SOUND, FL 33475	
ALAN KORNDLUN AS TRUSTEE	610 VALENCIA AVE, APT 503 CORAL GARDENS, FL 33134	100%

(If more space is needed attach separate sheet)

3. That the following is a list of those, who have any interest in a contract for sale of the property, or a conveyance of any interest in the property, including but not limited to, real estate brokers and salespersons; and any and all mortgagees of the property:

Name	Address	Interest
VALLEY NATIONAL BANK	301 E USOWS BLVD, Suite 100 FT. LAUDERDALE, FL 33301	MORTGAGEE

(If more space is needed attach separate sheet)

4. That the following is a list of all other applications for which the applicant has an interest as defined in subsection b. and c. of Section 10.2.B.3. Land Development Regulations, Martin County Code currently pending before Martin County. The list shall include any development applications, waiver applications, road opening applications, and lien reduction requests.

Application Name and/or Project Number	Names & Addresses of Parties Involved	Date	Type of Application	Status of Application*

(If more space is needed attach separate sheet)

- Status defined as:  
A = Approved