# TITLE INSURANCE COMMITMENT INVOICE

COMMUNITY LAND TITLE & RESEARCH

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Community Land Title File: 18-30095C

Report Issued: June 27, 2018

## **INVOICE ISSUED TO:**

### **Martin County Board of County Commissioners**

2401 SE Monterey Road Stuart, Florida 34996

Carla T. Segura, Real Property Manager Engineering Department - Real Property

PROJECT: Acquisition of Moneau Tract - Hobe Sound

PURCHASE ORDER: P\_\_\_\_\_

Property Owner(s):

Frank Moneau and Tamara Moneau

<u>Property Buyer(s)</u>: Martin County, a political subdivision of the State of Florida

Parcel Tax ID: 26-39-42-001-002-00033-1

TITLE INSURANCE COMMITMENT

Issued in accordance with §627.7843

 $Amount \ of \ Invoice: \ \$250.00 \ - \ [due \ and \ payable \ upon \ receipt]$ 

"Experience the Difference" www.COMMUNITYLANDTITLE.net

## AMERICAN LAND TITLE ASSOCIATION Commitment for Title Insurance

### Issued by Old Republic National Title Insurance Company

### NOTICE

**IMPORTANT—READ CAREFULLY**: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

### COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, a Florida corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Issued through the office of

Community Land Title & Research

– A Full Service Florida Title Insurance Agency –

Authorized Signatory of Licensed Title Agent:

By: <u>Robert F.</u> Booth,

R.F. "Bob" Booth, Jr., CLS | President 30-Years of Florida Underwriting Experience www.COMMUNITYLANDTITLE.net

### OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

A Stock Company 400 Second Avenue South, Minneapolis, Minnesota 55401 (612) 371-1111

President Bv Secretary

ALTA Commitment for Title Insurance with Florida Modifications (8/1/2016)

This page is only part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II – Exceptions.

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### American Land Title Association Commitment for Title Insurance

Issued by Old Republic National Title Insurance Company

### SCHEDULE A

### Transaction Identification Data for reference only:

Issuing Agent: Community Land Title & Research Issuing Office: 2400 SE Veterans Memorial Pkwy, Ste 214 Port St. Lucie, Florida 34952 ALTA Universal ID: 1029586 Loan ID Number: Commitment Number: 18-30095C Issuing Office File No.: 18-30095C Property Address: XXXX Dixie Highway, Hobe Sound, FL Revision Number: None

#### Commitment Date: June 24, 2018 @ 5:00 PM

1.	Policy or Policies to be issued:	Proposed Amount of Insurance:
	a ALTA Owner's Policy 2016 (with Florida Modifications):	\$10,500.00
	Proposed Insured:	
	Martin County, a political subdivision of the State of Florida	
	b ALTA Loan Policy 2016 (with Florida Modifications):	Not Issued
	Proposed Insured:	

- 2. The estate or interest in the Land described or referred to in this Commitment is: Fee Simple
- 3. Title to the Fee Simple estate or interest in the land is at the Commitment Date vested in:

### Frank Moneau and Tamara Moneau

4. The Land referred to in this Title Insurance Commitment is described as follows:

That portion of Block 2, AMENDED PLAT OF BLOCKS 1, 2 AND 3 HOBE SOUND, according to the Plat thereof, as recorded in Plat Book 10, at Page 9, of the Public Records of Palm Beach (now Martin) County, Florida, lying Northwesterly of the following line. Commencing at Northerly corner of Lot 3, proceed Northwesterly along Dixie Highway 101.57 feet to the Point of Beginning; thence Southwesterly parallel to the South line of Block 2 to the point of intersection with West line of Block 2.

**Community Land Title & Research** 

– A Full Service Florida Title Insurance Agency –

Authorized Signatory of Licensed Title Agent:

By: Robert F. Booth, Gr.

R.F. "Bob" Booth, Jr., CLS | President 30-Years of Florida Underwriting Experience www.COMMUNITYLANDTITLE.net

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ALTA Commitment for Title Insurance with Florida Modifications (8/1/2016)

This page is only part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II – Exceptions.



### American Land Title Association Commitment for Title Insurance

Issued by Old Republic National Title Insurance Company

### **SCHEDULE B – SECTION I**

#### REQUIREMENTS

- 1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
- 2. Pay the agreed amount for the estate or interest to be insured
- 3. Pay the premiums, fees, and charges for the Policy to the Company.
- 4. Documents satisfactory to the Company that convey Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered and recorded in the Public Records.
  - Warranty Deed from Frank Moneau and Tamara Moneau in favor of Martin County, a political (a) subdivision of the State of Florida; conveying the land described in Schedule A, herein.

NOTE: If a titleholder or mortgagor is married their spouse must join in execution of the insured instrument; or (based upon proper evidence) a recitation may be included in the body of said insured instrument affirming subject property is in fact not the homestead property of the titleholder/mortgagor, or any family member, nor is it contiguous thereto.

- 5. SECURE AND RECORD in the Public Records of Martin County, Florida, a copy of that certain Final Judgment of Dissolution of Marriage which is currently recorded in O.R. Book 5529, at Page 1392, in the Public Records of Palm Beach County, Florida. (Note: Said instrument divests the interest of Carole Ann Moneau created pursuant to that certain Quit Claim Deed recorded in O.R. Book 516, at Page 1857, of the Public Records of Martin County, Florida)
- 6. PROBATE PROCEEDINGS for the Estate of Frank D. Moneau (deceased) are filed in Palm Beach County under Probate Division File No. CP-98-5064. For the purpose of marketability of title as to the lands described in Schedule A, herein, certified copies of the following are to be recorded in the Public Records of Martin County, Florida, to wit: Death Certificate; Order Appointing Personal Representatives; and Letters of Administration.
- 7. SECURE AND RECORD proof of payment of any Federal or State Estate Taxes owed by the Estate of Frank D. Moneau (deceased) or in lieu thereof, secure and record proof said Estate is exempt therefrom.
- 8. CHECK THE STATUS (if applicable) of unrecorded municipal fees charged for garbage, water, sewer and/or gas service; also verify that no unrecorded special assessments exist. Any amounts due shall be paid by the contractually obligated party, or assumed by Proposed Insured Buyer(s).

NOTE: The following ALTA Endorsements shall be issued with the final title policy, provided all applicable title premiums have been collected, to wit: 4.0, 5.0, 6.0, 6.1, 6.2, 8.1, Form 9 with Florida modifications, and/or other approved Endorsements as may be required.

NOTE: In accordance with Florida Statute 627.7845 the Title Agent shall delete all Standard Exceptions from Schedule B of the final title policy upon its receipt of a properly executed Title Affidavit and a Survey meeting the minimal technical standards for surveying as required by the Department of Business and Professional Regulation, which shall be certified to both the Title Agent and its Underwriter.

### **END OF SCHEDULE B – SECTION I**

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ALTA Commitment for Title Insurance

with Florida Modifications (8/1/2016)

### American Land Title Association Commitment for Title Insurance

Issued by Old Republic National Title Insurance Company

### SCHEDULE B - SECTION II

#### EXCEPTIONS

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

- 1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
- 2. Taxes and assessments for the year 2018 and subsequent years, which are not yet due and payable.
- 3. Standard Exceptions:
  - A. Easements, claims of easements, boundary line disputes, overlaps, encroachments or other matters not shown by the public records which would be disclosed by an accurate survey of the land.
  - B. Rights or claims of parties in possession not shown by the public records.
  - C. Any lien, or right to a lien, for services, labor, or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.
  - D. Taxes or assessments which are not shown as existing liens in the public records.
- 4. Any claim that any portion of the insured land is sovereign lands of the State of Florida, including submerged, filled or artificially exposed lands accreted to such land.
- 5. Any lien provided by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer or gas system supplying the insured land.

TAX INFORMATION: (current year taxes are paid unless otherwise stated herein)

Tax ID Number: 26-39-42-001-002-00033-1 ~ Current Assessed Value: \$100.00 ~ Current Gross Amount: "Under Minimum" ~ Current Exemptions: \$00.00

- 6. Matters as shown on Plat of Subdivision, as recorded in Plat Book 10, at Page 9, Palm Beach (now Martin) County, Florida.
- 7. Commitment/Policy does not insure against loss or damage arising as a result of unpaid charges for public utilities furnished by any county, municipality, or public service corporation; or for any future assessments levied by any county, municipal, or special taxing district under any provision of the Florida Statutes, including Section 159.17 and/or Chapter 190, which are not yet due and payable; or which become due and payable subsequent to the Effective Date of the Policy.

### END OF SCHEDULE B - SECTION II

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ALTA Commitment for Title Insurance

### COMMITMENT CONDITIONS

#### 1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.
- 2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
- 3. The Company's liability and obligation is limited by and this Commitment is not valid without:
  - (a) the Notice;
  - (b) the Commitment to Issue Policy;
  - (c) the Commitment Conditions;
  - (d) Schedule A;
  - (e) Schedule B, Part I-Requirements;
  - (f) Schedule B, Part II—Exceptions; and
  - (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

#### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

#### 5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - (i) comply with the Schedule B, Part I-Requirements;
  - (ii) eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
  - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I— Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

ALTA Commitment for Title Insurance
with Florida Modifications (8/1/2016)

This page is only part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II – Exceptions.

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#### 6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

(a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.

- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

### 7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

#### 8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure

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ALTA Commitment for Title Insurance

with Florida Modifications (8/1/2016)

INSTR ÷ 1831967 OR BK 02004 PG 2078 RECORDED 04/20/2005 09:40:09 AM MARSHA EWING CLERK OF MARTIN COUNTY FLORIDA DEED DOC TAX 0.70 RECORDED BY J Greisen

Prepared by: Sherry L. Cooper, Esq. 725 No. A1A, Suite B-102 Jupiter, FL 33477

Record and Return to:

Sherry L. Cooper, Esq. 725 No. A1A, Suite B-102 Jupiter, FL 33477

### PERSONAL REPRESENTATIVE'S DEED

This Personal Representative's Deed, executed this 20 day of December, 1999, by FRANK MONEAU and TAMARA MONEAU, as Co-Personal Representatives of the Estate of Frank D. Moneau, whose address is 406 W. Kennedy Street, Jupiter, Palm Beach County, FL 33458, GRANTOR, to FRANK MONEAU and TAMARA MONEAU, as tenants-in-common, whose address is 406 W. Kennedy Street, Jupiter, FL 33458, GRANTEE, second party:

WITNESSETH, that the said first party, for and in consideration of the sum of Ten (\$10.00) Dollars, in hand paid by the second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate lying and being in the County of Martin, State of Florida, to wit:

PARCEL ID# 26 39 42 001 002 000 331 0000

Hobe Sound, Amended Plat of Blocks 1,2, and 3; That portion of Block 2 lying northwesterly of the following line. Commencing at northerly corner of Lot 3, proceed northwesterloy along Dixie Highway 101.57 feet to the point of beginning, thence southwesterly parallel to the south line of Block 2 to the point of intersection with the west list of Block 2.

Together with all and singular the tenements, hereditaments, easements and appurtenances thereunto belonging or in any wise appertaining, and the rents, issues, income, revenue and profits thereof, and also the estate, right, title, interest and all claim and demand whatsoever, as well in law as in equity, of the said GRANTOR in and to the same, and every part and parcel thereof.

IN WITNESS WHEREOF, said GRANTOR hereunto set her hand and seal the day and year first above written.

Signed, sealed, and delivered

in the presence of: ふん Print Name of Witness n MIMES

)

Print Name of Witness

FRANK MONEAU

NAK

STATE OF FLORIDA

و مع المسود

COUNTY OF PALM BEACH )

I hereby certify that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared FRANK MONEAU and TAMARA MONEAU, to me known to be the person(s) described herein, to me well known or who produced  $\Lambda$  and who acknowledged before me that she executed the same.

WITNESS my hand and seal this 20 day of Kecenhy, 1999. Notary Public, State of FL My Commission Expires: AN0138160 Commission No. tre) 8/25/2001 1 \_...< 0.500**8** uuion 091881000 OPER

INSTR # 2370080 OR BK 2622 PG 1802 (4 Pgs) RECORDED 01/04/2013 02:34:22 PM MARSHA EWING MARTIN COUNTY CLERK DEED DOC TAX \$4,229.40

Prepared by and return to: Heather D. Adams Legal Assistant Marc R. Gaylord, P.A. 11700 SE Old Dixie Hwy. Hobe Sound, FL 33455 772-545-7740 File Number: 2012-174 Will Call No.:

### WARRANTY DEED DESCRIBING LANDS SOUTH AND ADJACENT

[Space Above This Line For Recording Data]

## **Warranty Deed**

This Warranty Deed made this 31st day of December, 2012 between Harold E. Jenkins, II, a married man, Individually and as Successor Co-Trustee under Trust dated June 1, 1989, as amended whose post office address is 12390 SE Indian River Dr., Hobe Sound, FL 33455 and Jeanne Marie Jenkins Babione, a single woman, Individually and as Successor Co-Trustee under Trust dated June 1, 1989, as amended whose post office address is 12391 SE Indian River Dr., Hobe Sound, FL 33455, grantor, and Ashure Holdings, LLC, a Florida Limited Liability Company whose post office address is 12260 SE Dixie Hwy, Hobe Sound, FL 33455, grantee:

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

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable 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:

#### Exhibit "A" Attached

#### **Parcel Identification Number:**

Grantors warrant that at the time of this conveyance, the subject property is not the Grantors' homestead within the meaning set forth in the state of Florida, nor is it contiguous to or a part of homestead property. The Grantors homestead properties are listed above.

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 grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to **December 31, 2012**.

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

**DoubleTime**®

Book2622/Page1803	CFN#2370080

Warranty Deed - Page 2

The foregoing instrument was acknowl	edged before me this	<b>S</b> day of December	, 2012 by Harold E. Jenkins	s, II, Successor

Co-Trustee, who [] is personally known or [X] has produced a driver's license as identification.

MARC GAYLORD

Bonded Thru Troy Fain Insurance 800-385-7019

MINGO

[Notary Seal]

Witm

Vame:

non

Witness Name:

Witness Name:

State of Florida County of Martin

State of Florida County of Maren

Signed, sealed and delivered in our presence:

orlan

The foregoing instrument was acknowledged before me this Zet day of December, 2012 by Jeanne Marie Jenkins Babione, Successor Co-Trustee, who [] is personally known or [X] has produced a driver's license as identification.

Commission # DD 955701 Printed Name: Expires March 8, 2014

[Notary Seal]

MARC GAYLORD Commission # DD 955701 Expires March 8, 2014 nded Thry Trey Fain Insurance 800-385-7019

Notary Public

Notary Public

Printed Name:

June 1, 1989, as amended

anne Marie Jenkins Babione, Individually and as Successor Co-Trustee under Trust dated June 1, 198, as amended

Harold E. Jenkins, II, Individually and as

Successor Co-Trustee under Trust dated

My Commission Expires:

🐶 Commission Expires:

**DoubleTime** 

### EXHIBIT A

### PARCEL 1

Lots 1, 2 and 3, Block 2 and the South 50 feet of that unnumbered triangular lot immediately North of Lot 3, Block 2, running from Dixie Highway to Section line, all according to amended plat of Blocks 1, 2 and 3 Hobe Sound, as recorded in Plat Book 10, Page 9, Palm Beach (now Martin County), Florida, public records. Together with the North ½ of Closed Ridge Ave, adjacent on the South of said parcel.

### PARCEL 2

That unnumbered lot lying Southwest of Lots 1,2 and 3, Block 2, according to amended plat of Blocks 1, 2 and 3 Hobe Sound, as recorded in Plat Book 10, Page 9, Palm Beach County (now Martin County), Florida, public records. Together with North 1/2 of closed Ridge Avenue, adjacent on South of the aforesaid parcel.

LESS AND EXCEPT: That certain unnumbered triangular parcel of land lying Southwest of Lots 1, 2 and 3, Block 2, Amended Plat of Block 1, 2 and 3, Hobe Sound, as per Plat Book 10, Page 9, Palm Beach (now Martin) County, Florida, public records, lying Southwesterly of the Northwesterly extension of the boundary line between Lots 3 and 4, Block 1 of said plat, and further and less and except that portion of North ½ of Closed Ridge Ave, lying South of the above described lessed out parcel.

### TOGETHER WITH

THAT PART OF BLOCK 2, HOBE SOUND SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2 AT PAGE 99, OF THE PUBLIC RECORDS OF PALM BEACH (NOW MARTIN) COUNTY, FLORIDA, BEGINNING AT A POINT 120 FEET NORTH OF RIDGE ROAD, EAST DIXIE HIGHWAY AND SAID BLOCK 2; THENCE SOUTHWESTERLY PARALLEL WITH THE RIDGE ROAD TO SECTION LINE; THENCE NORTH ON SAID SECTION LINE TO A POINT WHICH WILL MAKE A STRIP OF LAND 50 FEET WIDE (PERPENDICULAR TO THE AFORESAID FIRST COURSE) FRONTING ON DIXIE HIGHWAY: THENCE NORTHEASTERLY PARALLEL WITH THE SOUTH LINE, TO DIXIE HIGHWAY; THENCE SOUTHEASTERLY 50 (51.57) FEET, TO THE POINT OF BEGINNING. WHICH LAND ALSO IS SOMETIMES AND OTHERWISE DESCRIBED AS BEING THE NORTH 50 FEET OF THE SOUTH 100 FEET OF THE TRIANGULAR UNNUMBERED LOT LYING NORTH OF LOT 3 OF BLOCK 2, PER PLAT OF BLOCKS 1, 2 AND 3, OF HOBE SOUND, PLAT BOOK 2, PAGE 99, AS AMENDED IN PLAT BOOK 10, PAGE 9, PUBLIC RECORDS OF PALM BEACH (NOW MARTIN) COUNTY, FLORIDA

### PARCEL 3

Lot 33, Block 1, Amended Plat of Hobe Sound Subdivision Blocks 1 - 3, according to Plat Book 10, Page 9, Palm Beach County (now Martin County), Florida, public records and the South 1/2 of Closed Ridge Avenue adjacent to the North line of Lot 33.

### PARCEL 4

Lot 4, Block 1, Plat of Hobe Sound, Plat Book 2, page 99, Palm Beach (now Martin) County, Florida, public records, also known as Lot 4, Block 1, amended Plat of Blocks 1, 2 and 3, Hobe Sound, Plat Book 10, page 9, Palm Beach (now Martin) County, Florida, public records and the South 1/2 of Closed Ridge Avenue adjacent to the North line of Lot 4.

### PARCEL 5

Lots 34, 35, 36 and 37, Block 1, Amended Plat of Hobe Sound per Plat Book 10, Page 9, Palm Beach (now Martin) County, Florida, Public Records.

Ouny, . . . . . .

DEC-30-1987 09:17am 87-376577 5529 Pg 1392 ORB BEACH COUNT IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT OF FLORIDA, IN AND FOR PALM BEACH COUNTY Juvenile & Family Division CASE NO. 87-3104 IN RE: The Marriage of FRANK D. )MONEAU Husband and CAROLE ANN MONEAU Wiste FINAL JUDGMENT OF DISSOLUTION OF MARRIAGE

This cause time before the Court on December 17, 1987, upon the Husband's Motion to enforce the settlement agreement made between the parties in this cause, having heard the testimony and arguments presented by counsel the court finds that a full and final oral settlement agreement was in fact made between the parties in the presence of their respective counsel, that the parties had taken actions in partial performance of the same, and that the parties oral agreement is subject to enforcement by the Court. The Court further finds that the terms of the parties' oral settlement agreement are as set forth in the Agreed Final Judgment of Dissolution of Marriage attached as "Exhibit 2" to the Husband's MOTION FOR ENFORCEMENT OF SETTLEMENT AGREEMENT herein.

On the evidence presented and upon the authorities set forth in <u>Silva v. Silva</u>, 467 So.2d 1065 (Fla. 3rd pca 1985), the Court hereby orders the parties to comply with their said oral settlement agreement. Upon the said settlement agreement made between the parties, therefore,

IT IS ADJUDGED that:

1. The bonds of marriage between the Husband, FRANK D. MONEAU, and the Wife, CAROLE ANN MONEAU, are dissolved because the marriage is irretrievably broken.

2. No alimony or support payments shall be required of either party.

ORB 5529 Ps 1393

Final Judgment of Dissolution Moneau v. Moneau Case No. CD 87- 3104 AD Page 2

RABCEL A:

3. The Wife shall forthwith transfer to the Husband by Quit.

Claim Deed all rights, interests or title she may have in the follow-

ing real properties jointly owned by the parties:

A house and property at 406 West Kennedy Street, Jupiter, Palm Beach County, Florida, more particularly described as:

Lot s of a plat entitled "A Subdivision of Block 10, PINE GARDENS", according to the plat thereof on file in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, in Plat Book 26, Page 54.

PARCEL BY

A lot located in Martin County, Florida, more particularly described as:

Unnumbered Triangular Lot in Northwest Corner of Block 2, Hobe Sound, a subdivision of Government Lots 1 and 2, Section 26, and Government Lot 1, Section 27 and part of Lot 1, Gomez Grant West of Indian River as in Plat Book 2, Page 99, Amended Plat of Block 6, Plat Book 5, Page 11, and Amendea Plat of Blocks 1, 2 and 3 as in Plat Book 10, Fage 9, Sections 26 and 27, Township 39 South, Range 42 East.

4. The Husband shall assume sole responsibility for payment of any existing mortgages, taxes or encountrances of any kind on the said real properties and shall hereafter hold the Wife harmless for payment of the same.

5. The Husband shall forthwith pay to the Wife the sum of \$10,000.00 as consideration for her transfer of her interests in the above described real properties to the Husband and in payment of the attorneys' fees and costs the Wife has incurred in this action.

6. The Wife shall execute the documents necessary to remove her name from the above described real properties and to transfer her interest in same to the Husband within fifteen (15) days of the date of this Order. Providing further, however, that upon the Wife's failure to do so, all right, title and interest held by the Wife in

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the said real properties is hereby transferred to the Husband, and this Judgment shall act as a conveyance to the Husband of the above described real properties, together with all of the furniture and fixture 5 located therein, on and from the date of this Judgment.

Fach party shall retain exclusive possession and ownership 7. of their currently held personal property and belongings.

8. There are no existing joint family debts, each party shall be responsible for payment of their own separately acquired debts. 9. Each party shall be responsible for payment of their own

attorneys' fees and costs incurred in this action.

ec.

10. The Court reserves jurisdiction as to any future order it may deem necessary and property)

DONE AND ORDERED in Chambers, West Palm Beach, Florida, this .19 8%

ORB

5529 Pa 1394

ircuit Court Judge

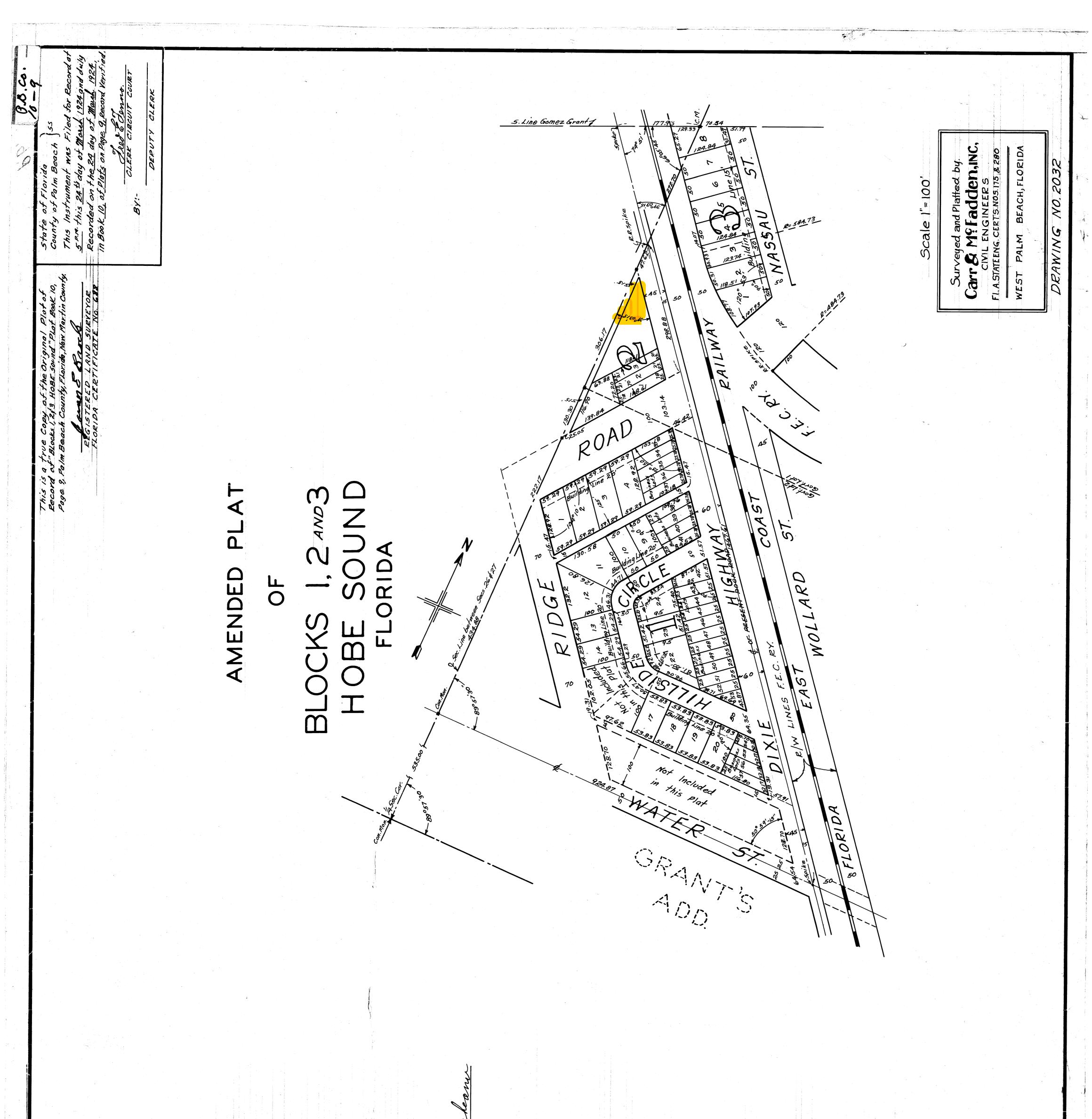
Copies furnished:

day of

Thomas A. Burford, Counsel for Husband, 155 Forum Place, Suite 500E West Palm Beach, F1 33401

Malcolm Anderson, Counsel for Wife, 324 Datura St., Suite 112 West Paim Beach, Fl 33401

> RECORD VERIFIED PALM BEACH COUNTY, FLA. JOHN B. DUNKLE CLERK CIRCUIT COURT



State of Florida County of Palm Beach Know all men by these presents, that Know all men by these presents, that Know all men by these presents, that the Olympia Improvement Corporation, owner in the Olympia Improvement Corporation, owner in to be surveyed and platfed Amended Plat of Blocks 1,2, and 3; Hobe Sound, Florida, as Stiled in Plat Book No. R, Page 39 at Palm Beach County Rec- ords, and hereby dedicates to the perpetual use of the public the Streets and alleys shown hereon, reserving unto itself, its successors and assigns the right at any time to use the said streets and alleys for the purpases of loying using and maintaining waterpipes, severs, electric transmission lines, telephone wires gas pipe or other public utilities, Said Olympia Improvement Corporation hereby states that said resurvey and replating is amendatory of and supple- mental to Blocks 1, R and 3 on said plat of Hobe Sound, Stied in Plat Book 2, Page 99, Palm Beach County Records. Olympia Improvement Corporation Attest: Claux W. Haunan By Malerlan Weac	State of Florida County of Palm Beach Before me, this day, personally appeared Malcolm Meacham and Frank M. Hannon; the Presi- dent and the Secretary, respectively, of the Olympia Improvement Corporation, a Florida corporation, and acknowledged before me that they execut and acknowledged before me that they execut ed the dedication hereon shown for the uses and purposes therein Stated on behalt of said Wijness, my hand and seal this 24 day of Maxch A.D. 1924 Ny Conmission expires: 578 fat	State of Florida County of Palm Beach County of Palm Beach I hereby certify, that the attached plat is a correct representation of a survey made under our direction and is accurate to the best of our knowledge and belief Carr & M <sup>c</sup> Fadden, inc. Civil Engineers	By Lay metalo metalo Fla. Eng. Cert. No. 280 Fla. Eng. Cert. No. 280 Subscribed and Syorn to before Anarch A.D. 1924. My Commission expires 5/28/24	

and the second second

5/2018		Martin County, Florida - Laurel Kelly, C.F.A				
		orida - Laurel Kelly,		generated on 6/25/2018 4:22:25 PM EI		
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ummary						
Parcel ID	Account #	Unit Address		Market Total Value	Website Updated	
26-39-42-001-002- 00033-1	61734	DIXIE HW, HOI	BE SOUND	\$100	6/23/2018	
		Own	er Information			
Owner(Current)	Ν	MONEAU FRANK MONEAU TAMARA				
Owner/Mail Address		406 W KENNEDY ST JUPITER FL 33458				
Sale Date	4	/20/2005				
Document Book/Pag	ge <u>2</u>	<u>2004 2078</u>				
Document No.	1	831967				
Sale Price	0					
		Locat	ion/Description			
Account #	61734		Map Page No.	T-26A		
Tax District	3003	Legal Descrip		on HOBE SOUND, AMD'D PLAT OF BI		
Parcel Address	DIXIE HW	I, HOBE SOUND		1,2,&3; THAT PORTION C NWLY OF FOLLOWING L		
Acres	.0605			COR OF LOT 3, NWLY AL		
				101.57' FOR POB SWLY		
				S LN OF BLK 2, 75.67' M/I BLK 2 & PT OF TERMINU		
,	Parcel Ty	ре				
Use Code	100	00 Vacant Commercial				
Neighborhood	704	401 Dixie_S of Bridge R	d			
			ment Information			
Market Land Value		\$10	U			
Market Improvemen						