



# BETSY LINDSAY, INC.

SURVEYING AND MAPPING

## RECORD TRANSMITTAL

Date: January 29, 2019  
**River Oaks, LLC**  
PO BOX 1883  
Palm City, Florida 34990

Project Number: 15-20  
RE: Plat Completeness Submittal  
for River Oaks

### WE ARE SUBMITTING THE FOLLOWING INFORMATION:

COPIES	DESCRIPTION
1	CD
1	Plat Checklist
1	Development Review Application
1	Digital Submittal Affidavit
1	Project Narrative
1	Check (Check not on disc)
1	Power of Attorney – Owner Consent
1	Recorded Deeds – Warranty Deed, Title Commitment, Recorded Notice of Environmental Resource Permit, Balloon Mortgage Deed, Satisfaction of Mortgage
1	Development order
1	Declaration of Covenants & Restrictions
1	Draft Contract Letter
1	Draft Surety Letter
1	Utilities letter (FPL, Comcast, WM)
1	Plat Checklist Certification
1	Copy of Plat (2 Pages)
1	Copy of Boundary Survey signed and sealed (2 Pages)
1	MC Survey Checklist
1	Certified Corner Record
1	Approved Site Plan
1	Financial Disclosure

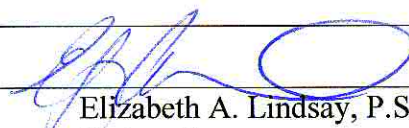
### THESE ARE TRANSMITTED AS CHECKED BELOW:

- |  |   |                                   |
|--|---|-----------------------------------|
| <input checked="" type="checkbox"/> FOR APPROVAL | <input type="checkbox"/> APPROVED AS SUBMITTED    | <input type="checkbox"/> RESUBMIT |
| <input type="checkbox"/> FOR YOUR USE            | <input type="checkbox"/> APPROVED AS NOTED        | <input type="checkbox"/> SUBMIT   |
| <input type="checkbox"/> AS REQUESTED            | <input type="checkbox"/> RETURNED FOR CORRECTIONS | <input type="checkbox"/> RETURN   |

REMARKS: \_\_\_\_\_

COPIES: \_\_\_\_\_  
\_\_\_\_\_

SIGNED \_\_\_\_\_

  
Elizabeth A. Lindsay, P.S.M  
Project Surveyor



**Martin County, Florida**  
**Growth Management Department**  
**DEVELOPMENT REVIEW DIVISION**  
2401 SE Monterey Road, Stuart, FL 34996  
772-288-5501 [www.martin.fl.us](http://www.martin.fl.us)

## **Plat 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. DEVELOPMENT ORDER AND EXHIBITS: The approved development order(s) and exhibits.
- ☒ 10. DECLARATION: Proposed Declaration of Covenants and Restrictions, either new, an amended version, or a supplement to the original or amended version.
- ☒ 11. DRAFT CONTRACT: A draft contract.
- ☒ 12. DRAFT SURETY: A draft surety document.
- ☒ 13. UTILITIES LETTERS: Letters documenting the availability of phone, cable, electric and solid waste pick-up services for the proposed development.
- ☒ 14. PLAT CHECKLIST: Martin County Plat Checklist Certification signed and sealed by a licensed Florida professional land surveyor.  
[Plat checklist certification](#)
- ☒ 15. Plat prepared in accordance with the criteria found in the Plat Review Checklist and exhibits.
- ☒ 16. A boundary survey of the entire site including the legal description, parcel control number(s) and acreage, certified within 180 days of the date of this application, signed and sealed by a licensed Florida professional surveyor and mapper.
- ☒ 17. The approved final site plan.



18. **FINANCIAL DISCLOSURE:** Please submit a completed financial disclosure affidavit form.  
[Section 10.2.B.3., LDR, MCC]

---





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: Plat

2. Proposed Development's Name:

River Oaks

3. Former Development's Name:

4. Previous Project Number:

5. Pre-Application Meeting Date:

6. Property Owner:

Name or Company Name

River Oaks LLC

Company Representative

Don R. Mancil, Jr Manager

Address 8530 SW Jayme Way

City Palm City

State FL

Zip 34990

Phone 772 - 800 - 2453

Fax - - -

Email

7. Agent:

Same as the Surveyor

Name or Company Name

Company Representative

Address

City

State

Zip

Phone

Fax

Email

8. Contract Purchaser:

Not Applicable

Name or Company Name

Company Representative

Address

City

State

Zip

Phone

Fax

Email

9. Land Planner:

Not Applicable

Name or Company Name

Company Representative

Address

City

State

Zip

Phone

Fax

Email



Not Applicable

**10. Landscape Architect:**

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

Same as Agent

**11. Surveyor:**

Name or Company Name Betsy Lindsay, Inc.  
Company Representative Elizabeth A. Lindsay  
Address 7997 SW Jack James Drive  
City Stuart State FL Zip 34997  
Phone 772 - 286 - 5753 Fax 772 - 286 - 5933  
Email blindsay@betsylindsay.com

Select from the list

**12. Civil Engineer:**

Name or Company Name \_\_\_\_\_  
Company Representative C. Calvert Montgomery  
Address PO BOX 92  
City Stuart State FL Zip 34995  
Phone \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Fax \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_  
Email \_\_\_\_\_

Not Applicable

**13. Traffic Engineer:**

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

Not Applicable

**14. Architect:**

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

Select from the list

**15. Attorney:**

Name or Company Name \_\_\_\_\_  
Company Representative Robert A. Burson, P.A.  
Address 900 S.E. Ocean Blvd. Suite C-120  
City Stuart State FL Zip 34994  
Phone 772 - 289 - 1616 Fax 772 - 286 - 5257  
Email bob@robertburson.com

**16. Environmental Planner:**

Select from the list

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

**17. Other Professional:**

Contractor

Name or Company Name Mancil's Tractor Service, INC.  
Company Representative \_\_\_\_\_  
Address 8520 SW Jayme Way  
City Palm City State FL Zip 34990  
Phone 772 - 288 - 0951 Fax 772 - 288 - 0983  
Email \_\_\_\_\_

**18. Parcel Control Number(s):**

07-38-41-000-000-00050-8 \_\_\_\_\_  
07-38-41-000-000-00051-7 \_\_\_\_\_  
\_\_\_\_\_

**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:

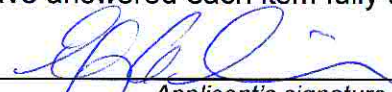
*When reviewing an application for a development permit that is certified by a professional listed in s. 403.0877, F.S., the County shall not request additional information from the application more than three times, unless the applicant waives the limitation in writing. If the applicant believes the 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  
Elizabeth A. Lindsay  
\_\_\_\_\_  
Printed name

1/28/19  
\_\_\_\_\_  
Date

## NOTARY ACKNOWLEDGMENT

STATE OF Florida

COUNTY OF Martin

I hereby certify that the foregoing instrument was acknowledged before me this 29th day of January, 2019, by Elizabeth A. Lindsay

He or she

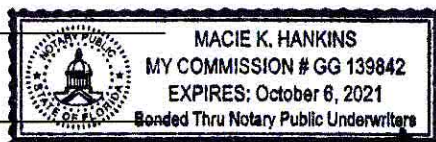
☒ is personally known to me or ☐ has produced N/A as identification.

Macie K Hankins

Notary public signature

Macie K Hankins

Printed name



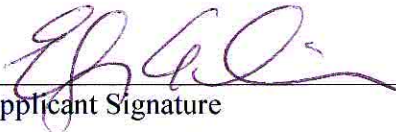
State of Florida at-large





Martin County Development Review  
Digital Submittal Affidavit

I, ELIZABETH A. LINDSAY, attest that the electronic version included for the project RIVER OAKS 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

12/29/18  
Date

**River Oaks LLC  
± 14.90 Acre Properties at  
1350 & 1404 SW Mapp Road  
Palm City, FL 34990**

---

**PROJECT NARRATIVE**

**A. Location and Existing Property Characteristics:**

The applicant is proposing a single family enclave development of Twenty - One (21) Residential Lots within this ± 14.90 acre parcel (The Property). The Property is located on the west side of Mapp Road, east of the Florida Turnpike, north of Murphy Road.

The project contemplates a combination of two (2) existing parcels as follows:

Parcel Control Number 07-38-41-000-00050-8	14.00 acres
Parcel Control Number 13-38-40-000-049-00020-2	<u>.90</u> acres
Total	<u>14.90</u> acres

The Property has been owned by the Holman Family since the Mid-1970's and has been impacted by the development of a single-family home and accessory facilities in the northeast corner of the Property; an unoccupied residence in the center of the property and an extensive system of train tracks for hobby trains that meander throughout the central portion of the Property.

The site contains a wetland jurisdictional area of approximately 2.48 acres on the western portion of the site and certain native upland habitat that has been impacted considerably by the historic uses described above and the development of adjacent properties.

The subject Property is designated for a Low Density Residential (up to 5 units per acre) land use in the Martin County Future Land Use Maps and has R-2B zoning. The existing zoning allows residential development in accordance with the Low Density Residential future land use with a minimum lot size of 7,500 SF.

**B. Surrounding Property Characteristics:**

**North:**

The Property is directly adjacent to the Oak Ridge subdivision on its northern boundary. Oak Ridge has a land use designation of Low Density Residential and was built-out in accordance with the existing R-2B zoning district. Specifically, the Property directly abuts SW Little Oak Trail, which is a roadway that provides access to lots 1 through 10 of the Oak Ridge Subdivision Plat. Lot 11 of Oak Ridge directly abuts the existing single family home on the Property, which is proposed to be retained as lot 21.

**South:**

The subject Property directly abuts lots 1 through 10 within the Capri single family subdivision which also has a Low Density Residential Land Use designation and was developed many years ago within the existing R-2B zoning district. The western portion of the Property, which contains the wetland preserve area, directly abuts an existing single family home on a ±1.58 acre lot at the end of Capri St.

**East:**

The subject Property fronts SW Mapp Road along its entire Eastern boundary.

**West:**

The entire western boundary of the Property is directly adjacent to the Fernhill Cemetery. The Fernhill Cemetery has an Institutional Future Land Use Designation and was developed in accordance with the PS-2 zoning district.

**C. Preliminary Site Plan Characteristics:**

The Property is located in the heart of the Palm City Community within the Primary Urban Service District (PUSD). It is one of the few remaining undeveloped sites in Palm City; which is known as one of the premier Master Planned communities in South Florida.

The attached Preliminary Site Plan contemplates Twenty-One (21) Single Family lots on the 14.90 acre Property. The 1.41 du's per acre is well below the allowable density and compatible with the density of the surrounding neighborhoods. Further, the lot layout with lot sizes ranging from ± 8,500 to ± 11,000 SF attempts to maximize exposure to the natural vegetation and preserve areas that the Property enjoys.

Further, the lot layout conservatively respects the "Density Transition Zone" requirements as it relates to the neighboring residents. At 1.41 Du's per acre, we believe this is both consistent with the surrounding neighborhoods and the needs of the current market.

As indicated on the preliminary plan, a single point of access from Mapp Road is proposed near the center of the Property. The Traffic Engineers report included with this application supports that the twenty-one (21) lots will have no adverse impacts on the area.

The lot layout and density has taken into consideration any land requirements for storm water, preservation of native vegetation and common areas based on the collaborative work of our Civil Engineer and Environmental Consultant; with input from County Staff and South Florida Water Management District Representatives after Pre-Application Conferences with both groups.

The project design will ultimately include improvements and facilities for connection with existing Martin County Utilities water and wastewater systems.

\* \* \* \* \*



Printed Name: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_



Recorded in Martin County, FL 8/31/2018 11:34 AM  
 Carolyn Timmann, Clerk of the Circuit Court & Comptroller  
 Rec Fees: \$18.50 Deed Tax: \$5,250.00  
 CFN#2713604 BK 3013 PG 2093 PAGE 1 of 2

Prepared by and return to:

Robert A. Burson  
 Attorney at Law  
 Robert A. Burson, P.A.  
 Post Office Box 1620  
 Stuart, FL 34995  
 772-286-1616  
 File Number: 17-092B  
 Will Call No.: CH Box #39

Parcel Identification No. 07-38-41-000-000-00050-8

750,000

[Space Above This Line For Recording Data]

## Warranty Deed

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

**This Indenture** made this 29<sup>th</sup> day of August, 2018 between James Holman, a married man whose post office address is P. O. Box 2193, Palm City, FL 34991 of the County of Martin, State of Florida, grantor\*, and River Oaks LLC, a Florida limited liability company whose post office address is PO Box 1833, Palm City, FL 34991 of the County of Martin, State of Florida, grantee\*,

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

The North one half of the Northeast one quarter of the Northwest one quarter of Section 7, Township 38 South, Range 41 East, Martin County, Florida.

Less and Except the North 160 feet thereof; and  
 Less and Except the East 50 feet thereof; and  
 Less and Except the following described property:

Commence at the Southeast corner of Lot 11, Oak Ridge Plat No. 1, recorded in Plat Book 12, Page 39, Martin County, Florida public records and

run South 0° 31' 00" West along a line which is parallel to and 50.00 feet West of the East line of the Northwest one quarter of said Section 7 for 2.00 feet to the Point of Beginning for the following described parcel:

Thence continue South 0° 31' 00" West along said parallel line for 198.00 feet;

thence run North 89° 38' 23" West for 200.00 feet;

thence run North 0° 31' 00" East for 198.00 feet to a point on a line which is 2.00 feet South of and parallel to the South line of Oak Ridge Plat No. 1;

thence run South 89° 38' 23" East along said parallel line for 200.00 feet to the point of beginning.

F:\E\REAL-EST\RIVER OAKS\18-072\LEGAL DESCRIPTION FROM ATIF RAB MODIFIED 08-14-2018

Grantor warrants that at the time of this conveyance, the subject property is not the Grantor's homestead within the meaning set forth in the constitution of the state of Florida, nor is it contiguous to or a part of homestead property. Grantor resides on property not owned by Grantor.

DoubleTime®

Subject to taxes for 2018 and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any.

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

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

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

Signed, sealed and delivered in our presence:

Witness Name: Christopher J. Twohey

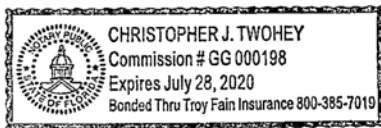
Witness Name: Melissa Martin

James Holman (Seal)

State of Florida  
County of Martin

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of August, 2018 by James Holman who ☐ is personally known or ☒ has produced a driver's license as identification.

[Notary Seal]



Notary Public

Printed Name: CHRISTOPHER J. TWOHEY

My Commission Expires: 7/28/20



Prepared by and return to:

Robert A. Burson  
Attorney at Law  
Robert A. Burson, P.A.  
Post Office Box 1620  
Stuart, FL 34995  
772-286-1616  
File Number: 17-092B  
Will Call No.: CH Box #39

Inst. # 2713604  
Bk: 3013 Pg: 2093 Pages: 1 of 2  
Recorded on: 8/31/2018 11:34 AM Doc: D  
Carolyn Timmann  
Clerk of the Circuit Court & Comptroller  
Martin County, FL  
Rec Fees: \$18.50 Deed Tax: \$5,250.00



Parcel Identification No. 07-38-41-000-00050-8

750,000

[Space Above This Line For Recording Data]

## Warranty Deed

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

This Indenture made this 29<sup>th</sup> day of August, 2018 between James Holman, a married man whose post office address is P. O. Box 2193, Palm City, FL 34991 of the County of Martin, State of Florida, grantor\*, and River Oaks LLC, a Florida limited liability company whose post office address is PO Box 1833, Palm City, FL 34991 of the County of Martin, State of Florida, grantee\*,

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

The North one half of the Northeast one quarter of the Northwest one quarter of Section 7, Township 38 South, Range 41 East, Martin County, Florida.

Less and Except the North 160 feet thereof; and  
Less and Except the East 50 feet thereof; and  
Less and Except the following described property:

Commence at the Southeast corner of Lot 11, Oak Ridge Plat No. 1, recorded in Plat Book 12, Page 39, Martin County, Florida public records and

run South 0° 31' 00" West along a line which is parallel to and 50.00 feet West of the East line of the Northwest one quarter of said Section 7 for 2.00 feet to the Point of Beginning for the following described parcel:

Thence continue South 0° 31' 00" West along said parallel line for 198.00 feet;

thence run North 89° 38' 23" West for 200.00 feet;

thence run North 0° 31' 00" East for 198.00 feet to a point on a line which is 2.00 feet South of and parallel to the South line of Oak Ridge Plat No. 1;

thence run South 89° 38' 23" East along said parallel line for 200.00 feet to the point of beginning.

F:\E\REAL-EST\RIVER OAKS\18-072\LEGAL DESCRIPTION FROM ATIF RAB MODIFIED 08-14-2018

Grantor warrants that at the time of this conveyance, the subject property is not the Grantor's homestead within the meaning set forth in the constitution of the state of Florida, nor is it contiguous to or a part of homestead property. Grantor resides on property not owned by Grantor.

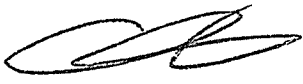
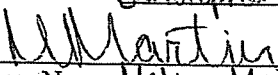
Subject to taxes for 2018 and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any.

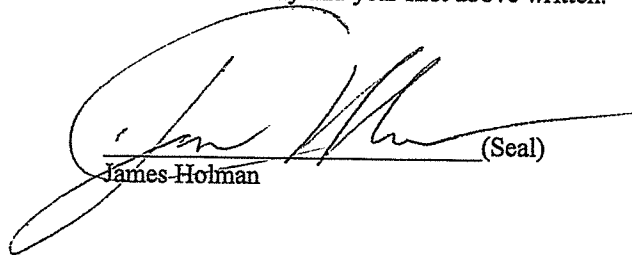
and said grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

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

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

Signed, sealed and delivered in our presence:

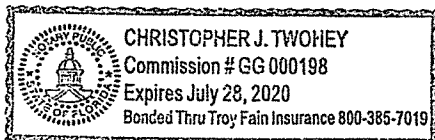
  
Witness Name: Christopher J. Twohey  
  
Witness Name: Melissa Martin


 (Seal)  
James Holman

State of Florida  
County of Martin

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of August, 2018 by James Holman who ☐ is personally known or ☒ has produced a driver's license as identification.

[Notary Seal]



  
Notary Public

Printed Name: CHRISTOPHER J. TWOHEY

My Commission Expires: 7/28/20

Prepared by and return to:

Robert A. Burson

Attorney at Law

Robert A. Burson, P.A.

Post Office Box 1620

Stuart, FL 34995

772-286-1616

File Number: 18-072

Will Call No.: CH Box #39



Inst. # 2709483

Bk: 3009 Pg: 291 Pages: 1 of 2

Recorded on: 8/7/2018 1:35 PM Doc: D

Carolyn Timmann

Clerk of the Circuit Court & Comptroller  
Martin County, FL

Rec Fees: \$18.50 Deed Tax: \$3,395.00

Parcel Identification No. 07-38-41-000-0001.70000

485,700.-

[Space Above This Line For Recording Data]

## Warranty Deed

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

**This Indenture** made this 6th day of August, 2018 between Eileen G Enterprises, LLC, a Florida limited liability company whose post office address is 1650 SW Prosperity Way, Palm City, FL 34990 of the County of Martin, State of Florida, grantor\*, and River Oaks LLC, a Florida limited liability company whose post office address is PO Box 1833, Palm City, FL 34991 of the County of Martin, State of Florida, grantee\*,

**Witnesseeth** 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:

That part of the North one half of the Northeast one quarter of the Northwest one quarter of Section 7, Township 38 South, Range 41 East, Martin County, Florida described as follows:

Commence at the Southeast corner of Lot 11, Oak Ridge Plat No. 1, recorded in Plat Book 12, Page 39, Martin County, Florida public records and run South 0° 31' 00" West along a line which is parallel to and 50.00 feet West of the East line of the Northwest one quarter of said Section 7 for 2.00 feet to the Point of Beginning for the following described parcel: Thence continue South 0° 31' 00" West along said parallel line for 198.00 feet; thence run North 89° 38' 23" West for 200.00 feet; thence run North 0° 31' 00" East for 198.00 feet to a point on a line which is 2.00 feet South of and parallel to the South line of Oak Ridge Plat No. 1; thence run South 89° 38' 23" East along said parallel line for 200.00 feet to the point of beginning.

Subject to taxes for 2018 and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any.

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

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

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

- COPY -



Signed, sealed and delivered in our presence:

Witness Name:

Josephine L. Burson

Witness Name:

Robert A. Burson

Eileen G Enterprises, LLC, a Florida limited liability company

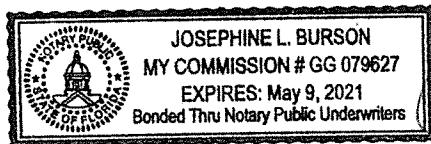
By:

Eileen M. Giunta, Member

State of Florida  
County of Martin

The foregoing instrument was acknowledged before me this 6th day of August, 2018 by Eileen M. Giunta, Member of Eileen G. Enterprises, LLC, a Florida limited liability company, on behalf of the limited liability company. She ☐ is personally known to me or ☒ has produced a driver's license as identification.

[Notary Seal]



Notary Public

Josephine L. Burson

Printed Name:

My Commission Expires:

5-9-2021

## OWNER'S POLICY OF TITLE INSURANCE

### OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

#### COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, a Minnesota corporation (the "Company") insures, as of Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
  - (a) A defect in the Title caused by
    - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
    - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
    - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
    - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
    - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
    - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
    - (vii) a defective judicial or administrative proceeding.
  - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
  - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (a) the occupancy, use, or enjoyment of the Land;
  - (b) the character, dimensions, or location of any improvement erected on the Land;
  - (c) the subdivision of land; or
  - (d) environmental protectionif a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce but only to the extent of the violation or enforcement referred to in that notice.

(Covered Risks continued)

In Witness Whereof, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, has caused this policy to be signed and sealed as of Date of Policy shown in Schedule A, the policy to become valid when countersigned by an authorized signatory of the Company.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY  
A Stock Company  
400 Second Avenue South, Minneapolis, Minnesota 55401  
(612) 371-1111



By  President

Attest  Secretary

SERIAL  
OF6- 4196536

*(Covered Risks continued)*

6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
  - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
  - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
    - (i) to be timely, or
    - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

**EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1 (a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1 (b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy; or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
  - (a) a fraudulent conveyance or fraudulent transfer; or
  - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

# Old Republic National Title Insurance Company

## OWNER'S POLICY Schedule A

Policy No.:  
OF6-4196536

Date of Policy:  
August 7, 2018 @ 01:35 PM

Agent's File Reference:  
18-072

Amount of Insurance: \$485,000.00

Premium: \$1,655.00

Address Reference: 1404 SW Mapp Road, Palm City, FL 34990

1. Name of Insured: River Oaks LLC, a Florida limited liability company .
2. The estate or interest in the Land that is insured by this policy is: Fee Simple as shown by instrument recorded as Document No. 2709483 in Official Records Book 3009, Page 291, of the Public Records of Martin County, Florida.
3. Title is vested in: River Oaks LLC, a Florida limited liability company .
4. The Land referred to in this policy is described as follows:

That part of the North one half of the Northeast one quarter of the Northwest one quarter of Section 7, Township 38 South, Range 41 East, Martin County, Florida described as follows:

Commence at the Southeast corner of Lot 11, Oak Ridge Plat No. 1, recorded in Plat Book 12, Page 39, Martin County, Florida public records and run South 0° 31' 00" West along a line which is parallel to and 50.00 feet West of the East line of the Northwest one quarter of said Section 7 for 2.00 feet to the Point of Beginning for the following described parcel: Thence continue South 0° 31' 00" West along said parallel line for 198.00 feet; thence run North 89° 38' 23" West for 200.00 feet; thence run North 0° 31' 00" East for 198.00 feet to a point on a line which is 2.00 feet South of and parallel to the South line of Oak Ridge Plat No. 1; thence run South 89° 38' 23" East along said parallel line for 200.00 feet to the point of beginning.

## Old Republic National Title Insurance Company

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

Agent No.: 7375

Issuing Agent:

Robert A. Burson, P.A.  
Post Office Box 1620  
Stuart, FL 34995



Agent's Signature  
Robert A. Burson  
Attorney at Law



# Old Republic National Title Insurance Company

## OWNER'S POLICY Schedule B

Policy No.:  
OF6-4196536

Agent's File Reference:  
18-072

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

1. General or special taxes and assessments required to be paid in the year 2018 and subsequent years.
2. Rights or claims of parties in possession not recorded in the Public Records.
3. Any encroachment, encumbrance, violation, variation or adverse circumstance that would be disclosed by an inspection or an accurate and complete land survey of the Land and inspection of the Land.
4. Easements or claims of easements not recorded in the Public Records.
5. Any lien, or right to a lien, for services, labor or material furnished, imposed by law and not recorded in the Public Records.
6. Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the Land(s) insured hereunder, including submerged, filled and artificially exposed lands, and lands accreted to such lands.
7. Any lien provided by County Ordinance or by Chapter 159, F.S., in favor of any city, town, village or port authority, for unpaid service charges for services by any water systems, sewer systems or gas systems serving the land described herein; and any lien for waste fees in favor of any county or municipality.
8. Easement recorded in O.R. Book 334, Page 170, Public Records of Martin County, Florida.
9. Notice of Environmental Resource Permit recorded in O.R. Book 2999, Page 701, Public Records of Martin County, Florida. (for informational purposes)
10. Mortgage to Potsdam LLC, mortgagee, recorded in O.R. Book 2966, Page 2861, as modified and extended in O.R. Book 3009, page 284 and as assumed in O.R. Book 3009, page 293, all of the Public Records of Martin County, Florida.

## CONDITIONS

### 1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
  - (i) the term "Insured" also includes
    - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
    - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
    - (C) successors to an Insured by its conversion to another kind of Entity;
    - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
      - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
      - (2) if the grantee wholly owns the named Insured,
      - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
      - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
  - (ii) with regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "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 insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

### 2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

### 3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

### 4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

## 5. DEFENSE AND PROSECUTION OF ACTIONS

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.
- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

## 6. DUTY OF INSURED CLAIMANT TO COOPERATE

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.
- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

## 7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

- (b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

- (i) to pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

- (ii) to pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b) (i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

## 8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of
  - (i) the Amount of Insurance; or
  - (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,

- (i) the Amount of Insurance shall be increased by 10%, and
  - (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

## **9. LIMITATION OF LIABILITY**

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

## **10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY**

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

## **11. LIABILITY NONCUMULATIVE**

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

## **12. PAYMENT OF LOSS**

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

## **13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT**

- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

## **14. ARBITRATION**

Unless prohibited by applicable law, arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association may be demanded if agreed to by both the Company and the Insured at the time of the controversy or claim. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, and service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the Insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the Land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

## **15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT**

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim whether or not based on negligence shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.



## 16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

## 17. CHOICE OF LAW; FORUM

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

## 18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at 400 Second Avenue South, Minneapolis, Minnesota 55401-2499, Phone: (612) 371-1111.

**Old Republic National  
Title Insurance Company**

OWNER'S  
TITLE INSURANCE  
POLICY



**For information about coverage or  
assistance in resolving complaints,  
call (612) 371-1111.**

Offices at  
400 Second Avenue South  
Minneapolis, Minnesota 55401

OWNER'S POLICY OF TITLE INSURANCE

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, a Minnesota corporation (the "Company") insures, as of Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
  - (a) A defect in the Title caused by
    - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
    - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
    - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
    - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
    - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
    - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
    - (vii) a defective judicial or administrative proceeding.
  - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
  - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (a) the occupancy, use, or enjoyment of the Land;
  - (b) the character, dimensions, or location of any improvement erected on the Land;
  - (c) the subdivision of land; or
  - (d) environmental protectionif a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce but only to the extent of the violation or enforcement referred to in that notice.

(Covered Risks continued)

In Witness Whereof, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, has caused this policy to be signed and sealed as of Date of Policy shown in Schedule A, the policy to become valid when countersigned by an authorized signatory of the Company.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY  
A Stock Company  
400 Second Avenue South, Minneapolis, Minnesota 55401  
(612) 371-1111



By  President

Attest  Secretary

SERIAL  
OF6- 4196538

*(Covered Risks continued)*

6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
  - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
  - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
    - (i) to be timely, or
    - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

**EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1 (a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1 (b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy; or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
  - (a) a fraudulent conveyance or fraudulent transfer; or
  - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

## CONDITIONS

### 1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
  - (i) the term "Insured" also includes
    - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
    - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
    - (C) successors to an Insured by its conversion to another kind of Entity;
    - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
      - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
      - (2) if the grantee wholly owns the named Insured,
      - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
      - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
  - (ii) with regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "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 insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

### 2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

### 3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

### 4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

## 5. DEFENSE AND PROSECUTION OF ACTIONS

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.
- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

## 6. DUTY OF INSURED CLAIMANT TO COOPERATE

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.
- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

## 7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Insurance.  
To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.  
Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.
- (b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.
  - (i) to pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or
  - (ii) to pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b) (i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

## 8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of
  - (i) the Amount of Insurance; or
  - (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.
- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,



- (i) the Amount of Insurance shall be increased by 10%, and
- (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

## **9. LIMITATION OF LIABILITY**

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

## **10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY**

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

## **11. LIABILITY NONCUMULATIVE**

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

## **12. PAYMENT OF LOSS**

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

## **13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT**

- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

## **14. ARBITRATION**

Unless prohibited by applicable law, arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association may be demanded if agreed to by both the Company and the Insured at the time of the controversy or claim. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, and service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the Insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the Land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

## **15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT**

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim whether or not based on negligence shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

# Old Republic National Title Insurance Company

## OWNER'S POLICY Schedule A

Policy No.:  
OF6-4196538

Date of Policy:  
August 31, 2018 @ 11:34 AM

Agent's File Reference:  
17-092B

Amount of Insurance: \$750,000.00

Premium: \$3,825.00

Address Reference: 1404 SW Mapp Road, Palm City, FL 34990

1. Name of Insured: River Oaks LLC, a Florida limited liability company
2. The estate or interest in the Land that is insured by this policy is: Fee Simple as shown by instrument recorded as Document No. 2713603 in Official Records Book 3013, Page 2093, of the Public Records of Martin County, Florida.
3. Title is vested in: River Oaks LLC, a Florida limited liability company
4. The Land referred to in this policy is described as follows:

The North one half of the Northeast one quarter of the Northwest one quarter of Section 7, Township 38 South, Range 41 East, Martin County, Florida.  
Less and Except the North 160 feet thereof; and  
Less and Except the East 50 feet thereof; and  
Less and Except the following described property:

Commence at the Southeast corner of Lot 11, Oak Ridge Plat No. 1, recorded in Plat Book 12, Page 39, Martin County, Florida public records and

## Old Republic National Title Insurance Company

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

Agent No.: 7375

Issuing Agent:

Robert A. Burson, P.A.  
Post Office Box 1620  
Stuart, FL 34995



Agent's Signature  
Robert A. Burson  
Attorney at Law

*copy*

# Old Republic National Title Insurance Company

## *OWNER'S POLICY* **Schedule A (Continued)**

Policy No.:  
OF6-4196538

Agent's File Reference:  
17-092B

run South 0° 31' 00" West along a line which is parallel to and 50.00 feet West of the East line of the Northwest one quarter of said Section 7 for 2.00 feet to the Point of Beginning for the following described parcel:

Thence continue South 0° 31' 00" West along said parallel line for 198.00 feet;

thence run North 89° 38' 23" West for 200.00 feet;

thence run North 0° 31' 00" East for 198.00 feet to a point on a line which is 2.00 feet South of and parallel to the South line of Oak Ridge Plat No. 1;

thence run South 89° 38' 23" East along said parallel line for 200.00 feet to the point of beginning.

F:\E\REAL-EST\RIVER OAKS\18-072\LEGAL DESCRIPTION FROM ATIF RAB MODIFIED  
08-14-2018

# Old Republic National Title Insurance Company

## OWNER'S POLICY

### Schedule B

Policy No.:  
OF6-4196538

Agent's File Reference:  
17-092B

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

1. General or special taxes and assessments required to be paid in the year 2018 and subsequent years.
2. Rights or claims of parties in possession not recorded in the Public Records.
3. Any encroachment, encumbrance, violation, variation or adverse circumstance that would be disclosed by an inspection or an accurate and complete land survey of the Land and inspection of the Land.
4. Easements or claims of easements not recorded in the Public Records.
5. Any lien, or right to a lien, for services, labor or material furnished, imposed by law and not recorded in the Public Records.
6. Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the Land(s) insured hereunder, including submerged, filled and artificially exposed lands, and lands accreted to such lands.
7. Any lien provided by County Ordinance or by Chapter 159, F.S., in favor of any city, town, village or port authority, for unpaid service charges for services by any water systems, sewer systems or gas systems serving the land described herein; and any lien for waste fees in favor of any county or municipality.
8. Easement to Florida Power and Light Company recorded in O.R. Book 334, Page 170, Public Records of Martin County, Florida.
9. Resolution regarding zoning recorded in O.R. Book 336, Page 796, Public Records of Martin County, Florida.
10. Rights of the lessees under unrecorded leases.
11. Notice of Environmental Resource Permit recorded in O.R. Book 2999, Page 701, Public Records of Martin County, Florida.

## 16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

## 17. CHOICE OF LAW; FORUM

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

## 18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at 400 Second Avenue South, Minneapolis, Minnesota 55401-2499, Phone: (612) 371-1111.

**Old Republic National  
Title Insurance Company**

OWNER'S  
TITLE INSURANCE  
POLICY



**For information about coverage or  
assistance in resolving complaints,  
call (612) 371-1111.**

Offices at  
400 Second Avenue South  
Minneapolis, Minnesota 55401



166286

## EASEMENT

RWO/~~SEA/TWO~~ 2421

ER No. 1

Pole No. \_\_\_\_\_

Section 7

Township 38, S

Range 41, E

April 2, 1970

FLORIDA POWER & LIGHT COMPANY  
Miami, Florida

Gentlemen:

In consideration of the payment to me us by you of \$ 1.00 and other good and valuable consideration which I we have received, I we and those holding through me us, grant and give to you and your successors the right to install and maintain wires, poles, guy stubs, guy wires and anchors for electric transmission and distribution lines and the necessary appurtenances for such lines, and the right to permit the attachment of conduits, wires or cables of any other Company or person; also, the right to cut, trim and keep clear all trees, brush and undergrowth that might endanger the proper construction, operation and maintenance of said lines, on my our property described as follows:

The South 6 ft. \_\_\_\_\_ of the N. 1/2 of the N.E. 1/4 of the N.W. 1/4, less the N. 160 ft., Sect. 7, Twp 38, S., Rge 41, E, Martin County Fla.

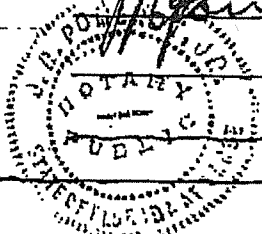
This instrument was prepared by  
*[Signature]*  
FLORIDA POWER & LIGHT COMPANY  
DRAWER 867, STUART, FLORIDA

TWO WITNESSES  
REQUIRED BY FLORIDA LAW

In the presence of:

*[Signature]*  
*[Signature]*

*[Signature]* (SEAL)  
*[Signature]* (SEAL)  
\_\_\_\_\_  
\_\_\_\_\_  
(SEAL)  
(SEAL)

STATE OF FLORIDA AND COUNTY OF MartinI, a Notary Public in and for the County and State aforesaid, do hereby certify that Joe Holmanand Emogene C. Holman known to me, personally appeared before me and acknowledged the execution of the foregoing instrument for the uses and purposes therein expressed.WITNESS my hand and official seal in said County and State this 6th day of Apr. 1970

NOTARY PUBLIC, STATE OF FLORIDA  
MY COMMISSION EXPIRES JULY 18, 1975  
BONDED THROUGH ERIC W. DISTENFELD

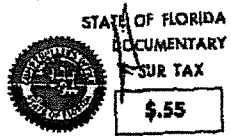
My Commission expires: 19 \_\_\_\_\_

08  
BOOK

334 PAGE 170

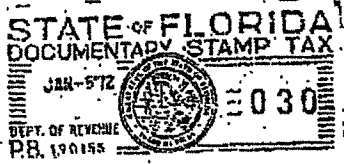
Notary Public, State of Florida at Large

FORM 17318 REV. 2/62



517 JAN 28 1972

MARTIN  
COUNTY



FILED FOR RECORD  
MARTIN COUNTY, FLA.  
1972 JAN -5 AM 10:28  
DOROTHY PIERCE  
CLERK OF CIRCUIT COURT  
D.F.



---

**RECORDED NOTICE OF  
ENVIRONMENTAL RESOURCE PERMIT**

---

**Document Prepared By:**

South Florida Water Management District (SFWMD)

**Return to:**

Name	Regulation Division
Agency Name	South Florida Water Management District (SFWMD)
Street Address	3301 Gun Club Road
City, State, Zip	West Palm Beach, FL 33406

**RE:** Permit No.: 43-02885-P  
Grantee: Holman Subdivision  
Parcel ID: See attached legal description  
County: Martin

**Notice**

The SFWMD (Agency) hereby gives notice that Environmental Resource Permit No. 43-02885-P has been issued to authorize the construction or modification of a stormwater management system, works or other activities to serve the real-property described on Exhibit "A" attached hereto and made a part hereof ("Premises"). This property is subject to the requirements and restrictions set forth in Chapter 373, Florida Statutes and Rule 62-330, Florida Administrative Code.

Within thirty (30) days of any transfer of interest or control of that portion of the premises containing the stormwater management system, works or other activities (or any portion thereof), the permittee must notify the Agency in writing of the property transfer. Notification of the transfer does not by itself constitute a permit transfer. Therefore, purchasers of that portion of the premises containing the stormwater management system, works or other activities regulated by the Agency (or any portion thereof) are notified that it is unlawful for any person to construct, alter, operate, maintain, remove or abandon any stormwater management system, dam, impoundment, reservoir, appurtenant work, works, or other activities, including dredging or filling, (or any combination thereof), without first having obtained an environmental resource permit from the Agency in the purchaser's name.

Within thirty (30) days of the completion of construction of the stormwater management system, works or other activities regulated by the Agency, a signed and sealed construction completion certification must be submitted to Agency pursuant to the requirements of Rule 62-330.310, Florida Administrative Code.

This notice is applicable to property containing the regulated stormwater management system, works or other activities. For purposes of this notice only, these facilities include lakes, canals, swales, ditches, berms, retention or detention areas, water control structures, pumps, culverts, inlets, roads, wetland mitigation areas, buffers, upland conservation areas, and docking facilities.



**Conditions**

The Permit is subject to the General Conditions set forth in Rule 62-330.350, Florida Administrative Code. The Permit also contains additional Special Conditions. Accordingly, interested parties should closely examine the entire Permit, all associated applications, and any subsequent modifications.

**Conflict Between Notice and Permit**

This Notice of Permit is not a complete summary of the Permit. Provisions in this Notice of Permit shall not be used in interpreting the Permit provisions. In the event of conflict between this Notice of Permit and the Permit, the Permit shall control.

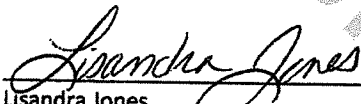
**This Notice is Not An Encumbrance**

This Notice is for informational purposes only. It is not intended to be a lien, encumbrance, or cloud on the title of the premises.

**Release**

This Notice may not be released or removed from the public records without the prior written consent of the Agency.

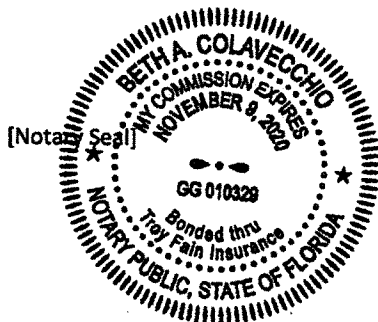
This Notice of Permit is executed on this 30th day of May, 2018.

  
 Lisandra Jones  
 Deputy District Clerk, For Agency

Agency Contact: Environmental Resource Bureau Chief

STATE OF FLORIDA  
 COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this on this 30th day of May, 2018, by Lisandra Jones, as Deputy District Clerk of the South Florida Water Management District. She is personally known to me.



  
 Notary Public Signature

Beth A. Colavecchio  
 Printed, Typed or Stamped Name

Commission/Serial No: GG 010329

My Commission Expires: November 9, 2020

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

THE NORTH ONE HALF OF THE NORTHEAST ONE QUARTER OF THE  
NORTHWEST ONE QUARTER OF SECTION 7, TOWNSHIP 38 SOUTH,  
RANGE 41 EAST, LESS AND EXCEPT THE NORTH 160 FEET THEREOF  
AND LESS AND EXCEPT THE EAST 50 FEET THEREOF.

SAID PARCEL CONTAINING 649,062 SQUARE FEET OR 14.90 ACRES MORE OR LESS.

Parcel Control Numbers: 07-38-41-000-00050-8  
07-38-41-000-00051-7

Address: 1350 & 1404 S.W. Mapp Road  
Palm City, FL

169157

NOTICE OF PUBLIC HEARING

TO WHOM IT MAY CONCERN:

Notice is hereby given that the Board of County Commissioners of Martin County, Florida, will conduct a public hearing at the hour of <sup>9:00</sup>~~9:30~~ A. M., or as soon thereafter as the matter may be heard, on February 22, 1972, at the Martin County Courthouse in Stuart, Florida, to consider the matter of zoning changes of the following described property from A-1 Small Farms District to R-2 Single Family Residential District, for purpose of constituting residences.

Sec. 7, Twp. 38 S, Range 41 E of Public Records of Martin County. (Mates and Bounds). The easterly 600 feet of the west 1/2 of the north 1/2 of Section 7. Tropical Fruit Farms

All interested parties are invited to attend and be heard.

Dated this 24th day of January, 1972.

BOARD OF COUNTY COMMISSIONERS  
OF MARTIN COUNTY, FLORIDA

By

Frank Wacha,

Chairman

ATTEST:

Dorothy Pierce  
Dorothy Pierce, Clerk

Publish: January 27 and February 3, 1972  
The Stuart News



# THE STUART NEWS

Published Semi-weekly at Stuart, Martin County, Florida

## AFFIDAVIT OF PUBLICATION

STATE OF FLORIDA,  
COUNTY OF MARTIN:

ss.

Before the undersigned authority personally appeared Ernest F. Lyons,

who on oath says that he is Editor of The Stuart News, a twice-weekly newspaper published at Stuart in Martin County, Florida, on Thursdays and Sundays; that the attached

copy of advertisement, being a Notice of Public Hearing

in the matter of zoning change from A-1 to R-2

in the ..... Court, was published in said newspaper in the issues of

Feb. 3, 10, 1972

Affiant further says that the said Stuart News is a newspaper published at Stuart, in said Martin County, Florida, and that the said newspaper has heretofore been continuously published in said Martin County, Florida, each Thursday and each Sunday and has been entered as second class mail matter at the post office in Stuart, in said Martin County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and subscribed before me this the 10 day of February, 1972.

(SEAL)  
(NOTARY PUBLIC)

Ernest F. Lyons  
Editor

## LEGAL ADVERTISEMENT

### NOTICE OF PUBLIC HEARING TO WHOM IT MAY CONCERN:

Notice is hereby given that the Board of County Commissioners of Martin County, Florida, will conduct a public hearing at the hour of 9:00 A.M., or as soon thereafter as the matter may be heard, on February 22, 1972, at the Martin County Courthouse in Stuart, Florida, to consider the matter of zoning changes of the following described property from A-1, Small Farms District, to R-2, Single Family Residential District, for purpose of constructing residences:

Sec. 7, Twp. 38 S., Range 41 E.  
of Public Records of Martin County.  
(Mates and Bounds): The easterly 600 feet of the West 1/2 of the North 1/2 of Section 7, Tropical Fruit Farm.

All interested parties are invited to attend and be heard.  
Dated this 31st day of January, 1972.

BOARD OF COUNTY  
COMMISSIONERS OF  
MARTIN COUNTY,  
FLORIDA  
By: Frank Wachs,  
Chairman

(SEAL)  
TEST:  
Dorothy Pierce, Clerk

Pub.: Feb. 3, 10, 1972.

RESOLUTION AMENDING ZONING REGULATIONS

WHEREAS, in accordance with the provisions of Chapter 2486, Special Acts of the Legislature of Florida, for the year 1961, this Board caused notice to be given as more fully appears from the Affidavit of Publication of such notice, in words and figures as follows, to-wit:

NOTICE OF PUBLIC HEARING

TO WHOM IT MAY CONCERN:

Notice is hereby given that the Board of County Commissioners of Martin County, Florida, will conduct a public hearing at the hour of 9:00 A. M. or as soon thereafter as the matter may be heard, on February 22, 1972, at the Martin County Courthouse in Stuart, Florida, to consider the matter of a zoning change from A-1 to R-2.

Section 7, Township 38 South, Range 41 East of the Public Records of Martin County.  
(Metes and Bounds) The easterly 600 feet of the West  $\frac{1}{2}$  of the North  $\frac{1}{2}$  of Section 7.  
Tropical Fruit Farms.

All interested parties are invited to attend and be heard.

Dated this 31st day of January, 1972.

(Commissioners Seal)

BOARD OF COUNTY COMMISSIONERS  
OF MARTIN COUNTY, FLORIDA

By /s/ Frank Wacha  
Frank Wacha, Chairman

ATTEST:

/s/ Dorothy Pierce  
Dorothy Pierce, Clerk

Publish: February 3 and 10, 1972

The Stuart News

WHEREAS, pursuant to the foregoing advertisement, this Board did meet in regular session at the County Courthouse in Stuart, Florida, on the 22nd day of February, 1972, at 9:00 A. M., and did conduct a public hearing at which time all persons or parties interested had an opportunity to be heard for or against the matter of a change in zoning from A-1 to R-2, and upon the motion of Commissioner Myers, seconded by Commissioner Bryant, the following Resolution was adopted:

RESOLUTION

WHEREAS, the Board of County Commissioners of Martin County, Florida caused to be published Notice of Public Hearing to consider amending the zoning of the following described property, to-wit:

Section 7, Township 38 South, Range 41 East  
of Public Records of Martin County.  
(Metes and Bounds) The easterly 600 feet of  
the West  $\frac{1}{2}$  of the North  $\frac{1}{2}$  of Section 7.  
Tropical Fruit Farms.

from zoning classification A-1 to R-2; and

WHEREAS, such publication was duly made according to the Affidavit of Publication attached hereto and by reference incorporated herein; and

WHEREAS, a public hearing has this day been held, and persons had an opportunity to be heard for or against this zoning change from A-1 to R-2;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Martin County, Florida, that the zoning regulations of the hereinabove described property is hereby amended from A-1 to R-2.

BE IT FURTHER RESOLVED that the Clerk of this Board is hereby authorized and directed to record this Resolution in the official records of Martin County, Florida.

STATE OF FLORIDA     )  
                              :  
COUNTY OF MARTIN    )

I HEREBY CERTIFY that the above and foregoing is a true and correct copy of a Resolution duly adopted by the Board of County Commissioners of Martin County, Florida, assembled in regular session, Tuesday, February 22, 1972, at 9:00 A.M., at the Martin County Courthouse in Stuart, Florida.

IN WITNESS WHEREOF, I hereunto subscribe my signature and affix the official seal of said Board this 22 day of February, 1972.

Dorothy Pierce  
Dorothy Pierce, Clerk



FILED FOR RECORD  
MARTIN COUNTY, FLA.  
1972 MAR -7 PM 2:28  
DOROTHY PIERCE  
CLERK OF CIRCUIT COURT



This document has been prepared  
by (without title examination)  
and is to be returned to:

**ROBERT A. BURSON, P.A.**

By: Robert A. Burson, Esquire  
Florida Bar# 217638

**Mailing Address:**

Post Office Box 1620  
Stuart, Florida 34995-1620

**Street Address:**

900 SE Ocean Blvd., Suite C-120  
Stuart, Florida 34994  
(772) 286-1616  
File Number: 17-092

**THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS \$305,280.68, TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE.**

**BALLOON MORTGAGE DEED**

This document is executed on the date set forth below,

by **EILEEN G ENTERPRISES, LLC**, a Florida limited liability company, with an address of 1650 SW Prosperity Way, Palm City, FL,

referred to in this document as the "*Mortgagor*," which term as used in every instance shall include the Mortgagor's heirs, executors, successors, legal representative, and assigns, including all subsequent grantees, either voluntarily by act of the parties, or involuntarily by operation of law and shall denote the singular and/or plural, and the masculine and/or feminine and the natural and/or artificial persons, whenever and wherever the context so requires or admits, as parties of the first part, and

**POTSDAM LLC**, a limited liability company existing under the laws of the State of Florida, with an address of 154 S.E. Wells Drive, Stuart, FL 34996,

referred to in this document as the "*Mortgagee*," which term as used in every instance shall include the Mortgagee's successors, legal representatives, and assigns, as party of the second part.

WITNESSETH, That for divers good and valuable considerations, and also in consideration of the aggregate sum of money named in the promissory note of even date herewith, hereinafter described, the Mortgagor does grant, bargain, sell, alien, remise, release, convey, and confirm unto the Mortgagee, in fee simple, the following described real estate, of which the Mortgagor is now seized and possessed, and in actual possession, situate in Martin County, Florida, as described in Exhibit "A" attached hereto and made a part hereof.

**THIS IS A FIRST MORTGAGE.**

TOGETHER with all structures and improvements now and hereafter on said land and the fixtures attached thereto and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights including any riparian and littoral rights and all proceeds and profits accruing and to accrue from said premises all of which are included within the foregoing description and the habendum hereof. Also all gas, steam, electric, water and other heating, cooking, refrigerating, lighting, plumbing, ventilating, irrigating, and power systems, machines, appliances, fixtures and appurtenances, which now or may hereafter pertain to or be used with, in or on said premises, even though they may be detached or detachable. In no way limiting the foregoing, mortgagor hereby mortgages to the Mortgagee and grants a security interest in the following property, in all cases whether now or hereafter existing or acquired:

- A. All that land situate, lying and being in Martin County, Florida, described in **Exhibit "A"** attached hereto and made a part hereof.
- B. All and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion or reversions, remainder and remainders, rents, issues and profits thereof and also all the estate, right, title, interest, property, claim and demand whatsoever of the Mortgagor, of, in and to the same and of, in and to every part and parcel thereof.
- C. All right, title and interest of the Mortgagor, if any, in and to the land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the above described real estate to the center line thereof and to the land lying in all of the bed of any street, road or avenue lying within the property described in **Exhibit "A"** attached hereto and made a part hereof.
- D. All easements, rights-of-way, gores of land, ways, alleys, passages, sewer rights, wafters, water courses, water rights and powers, riparian and littoral rights, docks and dockage rights, and all estates, rights, titles, interests, privileges and liberties of any nature whatsoever, in any way belonging, relating or pertaining to said real estate.
- E. All rights of the Mortgagor in and relating to any sanitary sewer system, lift station, sewage treatment plant and/or water system serving the premises and the use thereof, and any agreements relating thereto.

TOGETHER with all other property or rights of the Mortgagor of any kind or character related to the premises and all proceeds and products of any of the foregoing, all of the foregoing including such property whether now or hereafter existing or acquired, and all amendments and supplements thereto at any time now or hereafter made.

(Any references herein to the "premises" shall be deemed to apply to the above described land and said improvements, fixtures, equipment, and materials, and the rents, profits and leases thereof, and said tenements, hereditaments, easements and appurtenances, and any other rights or property interests now or at any time hereafter made subject to the lien of this mortgage, unless the context shall require otherwise).

IT IS MUTUALLY COVENANTED AND AGREED by and between the parties hereto that upon request of the Mortgagor, the Mortgagee may hereafter, at its option, at anytime with twenty (20) years from date hereof and before full payment of this mortgage and notes secured hereby, make further advances to the Mortgagor and any such further advances, with interest, shall be secured by this mortgage and shall be evidenced by an additional note then unpaid, and the total amount of



indebtedness that may be secured by this mortgage may decrease or increase from time to time, but the total unpaid balance so secured at any one time shall not exceed the maximum principal sum of \$300,000.00, together with interest thereon and any and all disbursements made by the Mortgagee for the payment of taxes, levies, or insurance on the property covered by the lien of this mortgage with interest on such disbursements at the rate specified in the note referred to in this mortgage, and for reasonable attorney's fees and court costs incurred in the collection of any and all of such sums of money.

TO HAVE AND TO HOLD the same, with the tenements, hereditaments and appurtenances, unto the Mortgagee, in fee simple.

AND the Mortgagor does hereby covenant with the Mortgagee that Mortgagor is indefeasibly seized of said land in fee simple, that he has full power and lawful right to convey said land in fee simple as aforesaid; that it shall be lawful for the Mortgagee at all times peaceably and quietly to enter upon, hold, occupy and enjoy said land; that said land is free from all encumbrances; that Mortgagor will make such further assurances to protect the fee simple title to said land in the Mortgagee as may reasonably be required; that Mortgagor does hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever.

PROVIDED, ALWAYS, that if the Mortgagor shall pay unto the Mortgagee the certain promissory note, a true copy of which is attached hereto and made a part hereof as Exhibit "B," and shall promptly perform, comply with, and abide by each and every the stipulations, agreements, conditions, and covenants of said promissory note and of this deed, then the estate hereby created shall cease and be null and void.

AND the Mortgagor does hereby covenant and agree:

01. **Obligation To Pay Principal & Interest Due.** To pay all and singular the principal and interest and other sums of money payable by virtue of said promissory note and this mortgage, or either, promptly on the days respectively, the same severally come due.
02. **Obligation To Pay Other Amounts.** To pay all and singular the taxes, assessments, levies, liabilities, obligations and encumbrances of every nature on said described property each and every when due and payable according to law, before they become delinquent, and if the same shall not be promptly paid the Mortgagee may at any time, either before or after delinquency pay the same without waiving or affecting the option to foreclose, or any right hereunder, and every payment so made shall bear interest from the date thereof at the rate provided in said promissory note.
03. **Insurance.** To keep the buildings and all equipment and personal property now or hereafter on said premises, covered by this mortgage, insured in a sum at least equal to the unpaid balance of this mortgage, including fire, flood, extended coverage, vandalism, malicious mischief, and any other coverage required by the Mortgagee, as to properties other than dwellings, and fire, flood, extended coverage, special-form other-perils insurance, and any other coverage required by the Mortgagee, on dwellings eligible for such broadened coverage; provided, however, that such insurance be in an amount sufficient to comply with any co-insurance requirements covering same under the laws of the State of Florida, and provided further that the policy or policies shall be written in a company or companies and through an agency satisfactory to the Mortgagee and that said policy or policies shall be held by the Mortgagee, shall be in a form satisfactory to the Mortgagee, and shall contain a standard mortgage clause in favor of and in a form acceptable to the Mortgagee; and in the

event any sum of money becomes payable under any such policy or policies, the Mortgagee shall have the option to receive and apply the same on account of the indebtedness hereby secured, or to permit the Mortgagor to receive and use it, or any part thereof, for other purposes, without thereby waiving or impairing any equity, lien, or right under and by virtue of this mortgage; and in the event the Mortgagor does not comply with this covenant, the Mortgagee may place and pay for such insurance, or any part thereof, without waiving or affecting the option to foreclose, or any right hereunder, and the full amount of each and every such payment shall be immediately due and payable, and shall bear interest from the date thereof until paid at the default rate provided in said note and together with such interest shall be secured by the lien of this mortgage. Insurance covering the peril of flood damage shall be as required by the Federal Disaster Protection Act of 1973, or as amended, and Mortgagor covenants and agrees to comply in all respects with the provisions thereof.

04. **Mortgage Guaranty Insurance.** Deleted.
05. **Property Maintenance.** To permit, commit or suffer no waste, impairment, or deterioration of said property or any part thereof, and upon the failure of the Mortgagor to keep the buildings on said property in good condition of repair, the Mortgagee may demand the immediate repair of said buildings, or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the Mortgagor to comply with said demand of the Mortgagee for a period of thirty (30) days, shall constitute a breach of this mortgage, and, at the option of the Mortgagee, immediately mature the entire amount of principal and interest hereby secured, and immediately and without notice, the Mortgagee may institute proceedings to foreclose this mortgage and apply for the appointment of a Receiver, as hereinafter provided.
06. **Compliance With Obligations.** To perform, comply with and abide by each and every stipulation, agreement, condition and covenant in said promissory note and deed set forth.
07. **Bankruptcy.** In the event the jurisdiction of the U.S. District Court or Bankruptcy Court shall be invoked by or against the Mortgagor under any of the provisions of the Federal Bankruptcy Act, such action, whether voluntary or involuntary on the part of the Mortgagor, shall automatically, without notice, accelerate the maturity of all sums of money herein described and secured, and the same shall thereupon become due and payable forthwith as fully as if the said aggregate sums of money were originally stipulated to be paid on such date.
08. **Real Estate Taxes.** To deliver to said Mortgagee, on or before March 15th of each year, tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year, and to deliver to said Mortgagee, receipts evidencing the payment of all liens for public improvements within ninety (90) days after the same shall become due and payable, and to pay or discharge within ninety (90) days after due date, any and all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way resulting from the mortgage indebtedness secured by this mortgage; and if this condition be not complied with and performed, said Mortgagee may pay such sum or sums which shall become part of the debt secured by this mortgage, and shall bear interest at the default rate provided in said promissory note payable monthly until paid or said Mortgagee may elect that said mortgage debt thereupon become due and payable forthwith.
09. **Receiver.** It is further covenanted and agreed by said parties that in the event of a suit being instituted to foreclose this mortgage, the Mortgagee shall be entitled to apply at any time

pending such foreclosure suit to the court having jurisdiction thereof for the appointment of a receiver of all and singular the mortgaged property, and of all the rents, incomes, profits, issues and revenues thereof, from whatsoever source derived; and thereupon it is hereby expressly covenanted and agreed that the court shall forthwith appoint a receiver of said mortgaged property, all and singular, and of such rents, incomes, profits, issues and revenue thereof, from whatsoever source derived, with the usual powers and duties of receivers in like cases; and such appointment shall be made by such court as a matter of strict right to the Mortgagee, its successors, legal representatives or assigns, and without reference to the adequacy or inadequacy of the value of the property hereby mortgaged, or to the solvency or insolvency of the Mortgagor, and that such rent, profits, income, issues and revenues shall be applied by such receiver to the payment of the mortgage indebtedness, costs and charges, according to the order of such court.

10. **Transfer of Interest In Property.** If all or any part of the property or a legal or equitable interest therein is sold or transferred by Mortgagor without Mortgagee's prior written consent, including but not limited to the execution of an agreement for deed, but excluding (a) the creation of a lien or encumbrance subordinate to this mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise or descent, or by operation of law upon the death of a joint tenant, or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Mortgagee may, at its option, declare all the sums secured by this mortgage to be immediately due and payable. Mortgagee shall have waived such option to accelerate if, prior to the sale or transfer, Mortgagee and the person to whom the property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Mortgagee and that the interest payable on the sums secured by this mortgage shall be at such rate as Mortgagee shall request. If Mortgagee has waived the option to accelerate provided in this paragraph, and if Mortgagor's successor in interest has executed a written assumption agreement accepted in writing by Mortgagee, Mortgagee shall release Mortgagor from all obligations under this mortgage and the note secured hereby.
11. **Condemnation and Eminent Domain.** That in the event the premises hereby mortgaged, or any part thereof, shall be condemned and taken for public use under the power of eminent domain, the Mortgagee shall have the right to demand that all damages awarded for the taking of or damages to said premises shall be paid to the Mortgagee up to the amount then unpaid on this mortgage and at the option of the Mortgagee may be applied upon the payments last payable thereon.
12. **Changes To Improvements.** The Mortgagor binds himself not to erect or permit to be erected any new buildings on the premises herein mortgaged or to add to or permit to be added to any of the existing improvements thereon or make any changes or alterations in said improvements which materially change the same or the use thereof, without the written consent of the Mortgagee, and in the event of any violation or attempt to violate this stipulation this mortgage and all sums secured hereby shall immediately become due and collectible at the option of the Mortgagee.
13. **Time is Of The Essence; Waivers.** It is specifically agreed that time is of the essence of this contract.

The failure of the Mortgagee in one or more instances to insist upon strict performance or observance of one or more of the covenants or conditions hereof, or to exercise any remedy, privilege or option herein conferred upon or reserved to the Mortgagee, shall not operate or

be construed as a relinquishment or waiver for the future of such covenant or condition or of the right to enforce the same or to exercise such privilege, option, or remedy, but the same shall continue in full force and effect. The receipt by the Mortgagee of a monthly payment or payments or of any other payment required to be made by the Mortgagor, or any part thereof, shall not be a waiver of any other additional payments or amounts then due, nor shall such receipt, though with knowledge of the breach of any covenant or condition hereof, operate as or be deemed to be a waiver of such breach. No waiver by the Mortgagee of any of the provisions hereof or any of the Mortgagee's rights, remedies, privileges or options hereunder shall be deemed to have been made unless made by the Mortgagee in writing.

14. **Foreclosure of Subordinate Lien.** If foreclosure proceedings of any superior or inferior mortgage junior lien of any kind should be instituted, the Mortgagee may, at its option, immediately or thereafter declare this mortgage and the indebtedness secured hereby due and payable forthwith, and may at its option proceed to foreclose this mortgage.
15. **Subrogation.** To the extent of the indebtedness of the Mortgagor described herein or secured hereby the Mortgagee is hereby subrogated to the lien or liens and to the rights of the owners and holders thereof of each and every mortgage lien or other incumbrance on the land described herein which is paid and/or satisfied in whole or in part out of the proceeds of the loan described herein or secured hereby, and the respective liens of said mortgages, liens or other incumbrances shall be and the same and each of them hereby is preserved and shall pass to and be held by the Mortgagee herein as security for the indebtedness to the Mortgagee herein described or hereby secured, to the same extent that it would have been preserved and would have been passed to and been held by the Mortgagee had it been duly and regularly assigned, transferred, set over and delivered unto the Mortgagee by separate deed of assignment notwithstanding the fact that the same may be satisfied and cancelled of record, it being the intention of the parties hereto that the same will be satisfied and cancelled of record by the holders thereof at or about the time of the recording of this mortgage.
16. **Attorney's Fees and Costs.** The Mortgagor will pay or reimburse the Mortgagee for all reasonable attorney's fees, costs and expenses paid or incurred by the Mortgagee in any action, proceeding or dispute of any kind, whether on appeal or not, in which the Mortgagee is served with legal process, is made a party or appears as party plaintiff or defendant affecting the note, this mortgage, Mortgagor or the mortgaged property, including but not limited to the foreclosure or other enforcement of this mortgage, any condemnation, civil or criminal forfeiture, or other Governmental action involving the mortgaged property, any action to protect the security hereof, or any proceeding in probate or bankruptcy; and any such amounts paid or incurred by the Mortgagee shall be added to the indebtedness, shall bear interest at the default rate specified in the note from date of payment, and shall be secured by the lien of this mortgage.
17. **Right To Collect Rent.** When any amount of money to be paid by the Mortgagor to the Mortgagee under the terms hereof shall be in default, or should be Mortgagor default in any of the other terms, provisions or conditions of this mortgage, then and in that case the Mortgagee shall have the right, without notice to the Mortgagor, to collect and receive from any tenant or lessee of said mortgaged premises the rents, issues and profits of the real estate hereby mortgaged and the improvements thereon, and to give proper receipts and acquittance therefor, and after paying all commissions of any rental agent collecting the same, and any reasonable attorney's fees and other necessary expenses incurred in collecting same, to apply the proceeds of such collections upon any indebtedness, obligation

or liability, of the Mortgagor hereunder. The right granted the Mortgagee under this paragraph shall be in addition to, and shall not limit or restrict, any other right or rights granted the Mortgagee in this mortgage.

18. **Environmental.** Mortgagor specifically represents and warrants that the use and operation of the mortgaged property comply with all applicable environmental laws, rules and regulations, including without limitation, the Federal Resource Conservation and Recovery Act and the Comprehensive Environmental Response Compensation and Liability Act of 1980 and all amendments and supplements thereto and Mortgagor shall continue to comply therewith at all times. Other than as previously disclosed to Mortgagee in writing, there are not now and there shall not in the future be any Hazardous Waste located or stored in, upon or at the mortgaged property; and there are not now nor shall there be at any time any releases or discharges of Hazardous Waste from the mortgaged property. Mortgagor hereby agrees to indemnify Mortgagee and hold Mortgagee harmless from and against any and all losses, liabilities, including strict liability, damages, injuries, expenses, including attorney's fees for attorneys of Mortgagee's choice, costs of any settlement or judgment and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against, Mortgagee by any person or entity or government agency for, with respect to, or as a direct or indirect result of the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission or release from the mortgaged property of any Hazardous Waste. Said indemnification and hold harmless agreement shall benefit Mortgagee from the date hereof and shall continue notwithstanding payment, release or discharge of this mortgage or the indebtedness. Any breach of any warranty, representation or agreement contained in this Section shall be an Event of Default and shall entitle Mortgagee to exercise any and all remedies provided in this instrument, or otherwise permitted by law.
19. **Criminal Activity.** The property was not acquired as a result of criminal activity under applicable State or Federal law or with any money obtained, directly or indirectly, from such criminal activity, and during the term of this mortgage said property will not be maintained or improved with any such money or otherwise used for any criminal activity including, but not limited to, the manufacture, sale, distribution or possession of any controlled substances. All sums secured by this mortgage will become immediately due and payable upon the filing of a civil or criminal forfeiture proceeding affecting the property by or on behalf of the State of Federal Government.
20. **Escrow Payments . Deleted.**
21. **Compliance With Underlying Leases and Project Documents. Deleted.**
22. **Termite Bond. Deleted.**
23. **Construction Loan. Deleted.**
24. **Annual Financial Records. Deleted.**
25. **Acceleration of Amounts Owed Upon Default.** If any of the sums of money herein referred to be not promptly and fully paid within thirty (30) days next after the same severally become due and payable, or if each and every the stipulations, agreements, conditions and covenants of said promissory note and this mortgage, or either, are not duly performed, complied with and abided by, the aggregate sum mentioned in said promissory note shall become due and payable forthwith or thereafter at the option of the Mortgagee, as fully and

completely as if said aggregate sum of money was originally stipulated to be paid on such day, everything in said promissory note or herein to the contrary notwithstanding. In addition, any default by Mortgagor under any other promissory note or obligation due Mortgagee by Mortgagor shall be a default hereunder entitling Mortgagee to demand the entire aggregate sum due hereunder to be immediately due and payable in full.

26. **Payment By Checks.** In the event that the Mortgagor makes payment by check or checks that the Mortgagor has failed to properly endorse, the Mortgagor does hereby appoint the Mortgagee as its attorney-in-fact to supply on behalf of the Mortgagor any and all endorsements necessary to negotiate said check or checks and the Mortgagor agrees to hold the Mortgagee harmless from any liability whatsoever for supplying said endorsement. In the event the Mortgagor shall cash a check for the Mortgagor and same shall be returned for insufficient funds or any other reason so that the Mortgagee is unable to collect its money, then the Mortgagor hereby authorizes the Mortgagee to add said sum to the principal balance of this mortgage and said sum shall be secured by said promissory note and mortgage as though it was an additional advance under the terms and conditions of this mortgage.
27. **Controlling Laws; Jurisdiction; Venue.** Mortgagor agrees that this mortgage and the note secured hereunder shall be construed and governed according to Florida law and applicable Federal law. Further, Mortgagor hereby submits to the jurisdiction of the Florida Courts in any action arising under this mortgage or the note secured hereunder and agrees that the original venue of any such action shall be the County where the real property is located.
28. **Severability of Invalid Portions of Agreement.** If any provision or clause of this mortgage or the note secured hereunder is declared invalid or unenforceable by any court of competent jurisdiction, said invalid or unenforceable provision or clause shall be severable and shall not affect the other provisions of this mortgage or said note which shall remain enforceable according to their terms.
29. **Life Insurance.** Deleted.
30. **Estoppel Requests.** That the Mortgagor upon request, made either personally or by mail, shall certify, by a writing duly acknowledged, to the Mortgagee or to any proposed assignee of this Mortgage, the amount of principal and interest then owing on this Mortgage and whether any offsets or defenses exist against the mortgage debt within six (6) days in case the request is made personally, or within ten (10) days after the mailing of such request in case the request is made by mail.
31. **Inspection of Encumbered Property.** That the Mortgagee and any persons authorized by the Mortgagee shall have the right to enter and inspect the premises at all reasonable times, and that if, at any time after default by the Mortgagor in the performance of any of the terms, covenants or provisions of this mortgage or the note, the management or maintenance of the premises shall be determined by the Mortgagee to be unsatisfactory, the Mortgagor shall employ, for the duration of such default, as managing agent of the premises, any person from time to time designated by the Mortgagee.
32. **Rights Separate, Distinct, and Cumulative.** That the rights of the Mortgagee arising under the clauses and covenants contained in this mortgage shall be separate, distinct and cumulative and none of them shall be in exclusion of the others; and that no act of the Mortgagee shall be construed as an election to proceed under any one provision herein to the exclusion of any other provision, anything herein or otherwise to the contrary notwithstanding.

33. **No Usury.** That nothing herein contained, nor in the note secured hereby or any instrument or transaction related thereto, shall be construed or so operate as to require the Mortgagor, maker, or any person liable for the payment of the loan made pursuant to said note, to pay interest in an amount or at a rate greater than the maximum allowed by applicable law. Should any interest or other charges in the nature of interest paid by the Mortgagor, maker, or any parties liable for the payment of the loan made pursuant to said note, result in the computation or earning of interest in excess of the maximum rate or amount of interest which is permitted under applicable law, then any and all such excess shall be and the same is hereby waived by the holder hereof, and all such excess shall be automatically credited against and be deemed to have been payments in reduction of the principal balance, and any portion of said excess which exceeds the principal balance shall be paid by the holder hereof to the Mortgagor, it being the intent of the parties hereto that under no circumstances shall the Mortgagor, maker, or any parties liable for the payment of the loan thereunder, be required to pay interest in excess of the maximum rate or amount allowed by applicable law.
34. **Security Agreement.** That this mortgage shall be construed to be a Security Agreement under the Uniform Commercial Code of the State of Florida, and the Mortgagor hereby grants to the Mortgagee a security interest in and to any of the premises which is, or may ultimately be deemed to be, personal property or fixtures as additional security for the repayment of the indebtedness secured by this mortgage and the Mortgagor agrees to execute and deliver to the Mortgagee any and all financing statements (UCC-1) and any and all amendments thereto or continuations thereof as the Mortgagee may request from time to time: provided however that the rights and remedies of the Mortgagee under the Florida Uniform Commercial Code shall be cumulative and in addition to all other rights and remedies of the Mortgagee arising under the common law, or any other laws, of the State of Florida or of any other jurisdiction.

**THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS \$305,280.68, TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE.**

IN WITNESS WHEREOF, the said Mortgagor has executed this mortgage on the date set forth below.

EILEEN G ENTERPRISES, LLC, a Florida limited liability  
company



By: Eileen M. Giunta, Member  
December 21, 2017



Signed, sealed and delivered by Eileen M. Giunta, as a member of, and on behalf of EILEEN G ENTERPRISES, LLC, a Florida limited liability company in the presence of the following witnesses:

Signature of first witness:

*Robert A. Burson*

Printed name of first witness

Robert A. Burson

Signature of second witness:

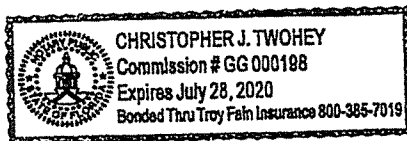
*Christopher J. Twohey*

Printed name of second witness:

CHRISTOPHER J. TWOHEY

STATE OF FLORIDA  
COUNTY OF MARTIN

Subscribed and acknowledged before me on December 21<sup>st</sup>, 2017, by Eileen M. Giunta, as member of EILEEN G ENTERPRISES, LLC, a Florida limited liability company, on behalf of said company.



(Notary Seal)

*Christopher J. Twohey*  
Notary Public, State of Florida at Large

CHRISTOPHER J. TWOHEY

(Print, type, or stamp commissioned name of Notary Public)

Personally known \_\_\_\_\_ or

Produced identification \_\_\_\_\_

Type of identification produced FL DL

F:\REAL-EST\EILEEN G ENTERPRISES\17-092\FREY MTG-01A

**MORTGAGE NOTE**  
(With Balloon Payment)

\$300,000.00  
Stuart, Florida  
December 21, 2017

FOR VALUE RECEIVED, the undersigned does hereby promise to pay to the order of **POTSDAM LLC**, a Florida limited liability company, referred to in this mortgage note as the "Holder," the principal sum of three hundred thousand and no/100ths dollars (\$300,000.00), with interest from date at the rate of seven percent (7.00 %) per annum on the unpaid balance until paid.

The said principal and interest shall be payable at 154 SE Wells Drive, Stuart, FL 34996, or such other place as the Holder hereof may designate in writing, in quarterly installments of interest only, commencing on March 21, 2018, and continuing on June 21, 2018, October 21, 2018, and December 21, 2018, on which day the full principal balance remaining together with any and all accrued interest and any and all outstanding costs shall be due and payable in full.

All payments shall first be applied to interest accruing on the amounts remaining from time to time unpaid, any costs and attorneys fees incurred by the Holder in collection while the loan is in default, and the remainder to principal.

In the event of the continuation of any default in the payment of any installment of the principal hereof, or interest hereon, for a period of thirty (30) days, the Holder may elect to declare the entire unpaid amount hereof, and the interest then accrued, immediately due and payable.

Additionally, if any regular monthly payment is not received by Holder within ten (10) days of the required date, then a late charge shall automatically be assessed in the amount of one percent (1.00%) percent of the amount due.

The makers and endorsers of this note further agree:

- A. To waive demand, notice of non-payment and protest.
- B. To pay reasonable attorney's fees and all other costs for collection of amounts due under this note, if this note becomes in default and is placed in the hands of an attorney for collection. "*Reasonable attorney's fees*" are defined to include, but not be limited to, all fees incurred in all matters of collection and enforcement, construction and interpretation, before, during and after suit, trial, proceedings and appeals, as well as appearances in and connected with any bankruptcy proceedings or creditors' reorganization or similar proceedings.

When in default, this obligation shall bear interest at the rate of eighteen percent (18.00%) per annum in lieu of the rate hereinbefore specified.

The indebtedness evidenced by this Mortgage Note is secured by a Mortgage of even date executed in favor of **POTSDAM LLC**, and a default under said Mortgage shall constitute a default hereunder.

The State documentary tax on this Mortgage Note has been paid and the proper stamps have been affixed to the Mortgage securing this indebtedness.

This Mortgage Note may be prepaid in whole or in part at any time without penalty.

EILEEN G ENTERPRISES, LLC, a Florida limited liability company

BY:   
Eileen M. Giunta, Member

Borrower's address:  
1650 SW Prosperity Farms Way  
Palm City, FL 34990

F:\E\REAL-EST\EILEEN G ENTERPRISES\17-092\FREY NOTE-01A

That part of the north one-half of the northeast one-quarter of the northwest one-quarter of Section 7, Township 38 south, Range 41 east, Martin County, Florida described as follows:

Commence at the southeast corner of Lot 11, Oak Ridge Plat No. 1, recorded in Plat Book 12, Page 39, Martin County, Florida public records and run south 0031'00" west along a line which is parallel to and 50.00 feet west of the east line of the northwest one-quarter of said Section 7 for 2.00 feet to the point of beginning for the following described parcel:

Thence continue south 0031'00" west along said parallel line for 198.00 feet; thence run north 89038'23" west for 200.00 feet; thence run north 0031'00" east for 198.00 feet to a point on a line which is 2.00 feet south of and parallel to the south line of Oak Ridge Plat No. 1; thence run south 89038'23" east along said parallel line for 200.00 feet to the point of beginning.

EXHIBIT "A"

This document has been prepared  
by and is to be returned to:

**ROBERT A. BURSON, P.A.**

By: Robert A. Burson, Esquire

Florida Bar# 217638

**Mailing Address:**

Post Office Box 1620

Stuart, Florida 34995-1620

**Street Address:**

900 SE. Ocean Blvd., Suite. C-120

Stuart, Florida 34994

(772) 286-1616

File# 18-072



Inst. # 2709480

Blk 3009 Pg: 284 Pages: 1 of 5

Recorded on: 8/7/2018 1:35 PM Doc: MOD

Carolyn Timmann

Clerk of the Circuit Court & Comptroller  
Martin County, FL

Rec Fees: \$44.00

Mtg Tax: \$210.00 Int Tax: \$120.00

## **MORTGAGE and NOTE MODIFICATION AND EXTENSION AGREEMENT**

THIS Mortgage Modification and Extension Agreement, made on the dates set forth below, by and between:

**POTSDAM LLC**, a Florida limited liability company, with an address of 154 SE Wells Drive, Stuart, FL 34996, referred in this document as the "*Mortgagee*," and

**EILEEN G ENTERPRISES, LLC**, a Florida limited liability company, of 1650 SW Prosperity Way, Palm City, Florida 34990, referred to in this document as "*Mortgagor*."

### **RECITALS:**

WHEREAS, Mortgagee is the owner and holder of that certain Promissory Note, referred to in this document as the "*Note*," dated December 21, 2017, in the original principal amount of \$300,000.00, which is secured by that Mortgage Deed, referred to in this document as the "*Mortgage*," recorded in Official Records Book 2966, beginning on page 2861, Martin County, Florida, public records encumbering the following described property, referred to in this document as the "Property":

That part of the North one half of the Northeast one quarter of the Northwest one quarter of Section 7, Township 38 South, Range 41 East, Martin County, Florida described as follows:

Commence at the Southeast corner of Lot 11, Oak Ridge Plat No. 1, recorded in Plat Book 12, Page 39, Martin County, Florida public records and run South 0° 31' 00" West along a line which is parallel to and 50.00 feet West of the East line of the Northwest one quarter of said Section 7 for 2.00 feet to the Point of Beginning for the following described parcel: Thence continue South 0° 31' 00" West along said parallel line for 198.00 feet; thence run North 89° 38' 23" West for 200.00 feet; thence run North 0° 31' 00" East for 198.00 feet to a point on a line which is 2.00 feet South of and parallel to the South line of Oak Ridge Plat No. 1; thence run South 89° 38' 23" East along said parallel line for 200.00 feet to the point of beginning; and

WHEREAS, Mortgagor now requests that Mortgagee increase the balance due under the mortgage for additional funds provided by Mortgagee to Mortgagee in the sum of \$60,000, thereby bringing the total principal balance of said mortgage as of the date hereof to \$360,000.00;

WHEREAS, Mortgagee is willing to modify the future advance clause of said mortgage to allow a principal balance of up to \$360,000.00, and also extend the due date on the mortgage from December 31, 2018, to July 1, 2019; and further to modify said mortgage to delete sub-sections (a), (b), (c), and (d) of Section 10 and said mortgage; and

WHEREAS, Mortgagor has requested quarterly installment payments due on October 1, 2018, January 1, 2019, April 1, 2019, and a balloon payment of all amounts then remaining unpaid on July 1, 2019

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth and in consideration of the sum of \$10.00 each to the other in hand paid by the Mortgagor to the Mortgagee, the receipt and sufficiency of which is hereby acknowledged, the parties hereto mutually covenant and agree as follows:

01. The above recitals are true and correct and are incorporated herein.
02. The principal balance of the aforesaid indebtedness is, as of August 6, 2018, \$360,000.00.
03. That the maturity date shall be extended to July 1, 2019 on which date the entire balance of principal, plus accrued interest, and any other amounts then remaining unpaid under the Note and Mortgage shall be due and payable in full.
04. Quarterly installments of interest only shall be due and payable on October 1, 2018; January 1, 2019; and April 1, 2019.
05. Mortgagee agrees to allow this mortgage to be assumed by River Oaks LLC, a Florida limited liability company, at the time of conveyance of the Property to River Oaks LLC, under the same terms and conditions as set forth in the Note and Mortgage as modified herein.
06. Mortgagor warrants and represents that the property described herein is free and clear of all liens and encumbrances other than the Mortgage, as modified and extended; and, accordingly, the priority of the Mortgagee's lien will not be impaired or changed by the execution of this Agreement.
07. Mortgagor hereby waives any defense Mortgagor might have that this Agreement was executed without consideration.
08. Mortgagor hereby represents and warrants to Mortgagee that:
  - A. Mortgagor has no claims, offsets or defenses against Mortgagee and/or against the repayment of any sums due under the Note and/or the Mortgage, as modified herein,
  - B. Mortgagor has no claim for reimbursement of any sums heretofore paid to Mortgagee or to any other party, whether by way of interest payments or for any other matter whatsoever,
  - C. Mortgagor waives and relinquishes any claims, offsets or defenses whatsoever which Mortgagor may now have with respect to the loan; and,
  - D. Mortgagor releases and relieves Mortgagee further from any claims of liabilities or obligations whatsoever to Mortgagor in any way arising from or growing out of the

loan and/or any actions of Mortgagee through the date of Mortgagor's execution and delivery of this Agreement.

09. Mortgagor hereby represents and warrants to Mortgagee that there are no actions, suits or proceedings pending or threatened against or affecting Mortgagor or the Property or involving the validity or enforceability of the Mortgage before any court of law or equity or any administrative board or before or by any governmental authority.
10. This Agreement shall be construed, governed and interpreted in accordance with the laws of the State of Florida. The parties hereto have participated fully in the negotiation and preparation hereof and, accordingly, this Agreement shall not be more strictly construed against one or the other.
11. In the event any term or provision of this Agreement be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given the nearest legal meaning or be construed as deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.
12. All of the exhibits attached to this Agreement, if any, are incorporated in, and made a part of, this Agreement.
13. In construing this Agreement, the singular shall be held to include the plural, the plural shall include the singular, the use of any gender shall include every other and all genders and captions and paragraph headings shall be disregarded.
14. That the provisions of this Agreement shall be binding upon and shall inure to the benefit of all parties hereto and their respective heirs, executors, administrators, personal representatives, successors and assigns.
15. That the provisions of this Agreement in no way affect Mortgagee's right of foreclosure for any default of Mortgagor subsequent to the date of this Agreement.
16. This agreement constitutes the entire and complete agreement between the parties hereto and supersedes all prior correspondence, discussions, agreements and understandings between the parties hereto relating to the matters herein contained.
17. The Mortgagor agrees to pay the costs of recording this Agreement and any documentary stamps, intangible tax or other costs pertaining to the preparation of this Agreement.
18. That the execution of this Agreement, and other documents necessary to consummate this Agreement have been approved by a resolution of the Board of Directors of Mortgagor at a duly called meeting of said Board of Directors and that said resolution is not in conflict with the Articles of Incorporation, By-laws or other controlling documents of the Mortgagor and that said resolution has not been revoked or modified.
19. That all of the terms, covenants and conditions in the original Note and Mortgage referred to above, as modified and as extended, which are not inconsistent herewith are expressly confirmed, ratified and declared to be in full force and effect and nothing herein contained shall in any way impair the security now held for said indebtedness.

WITNESS OUR HANDS and seals on the dates set forth below.



EILEEN G ENTERPRISES, LLC



By: Eileen Giunta, member  
August 6, 2018

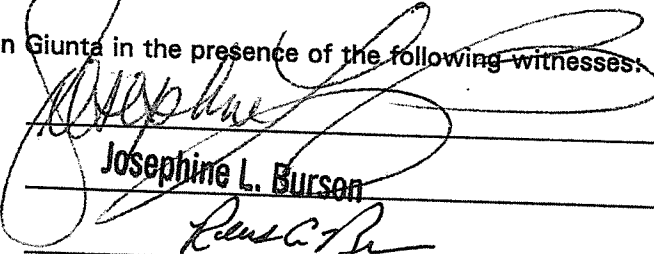
Signed, sealed and delivered by Eileen Giunta in the presence of the following witnesses:

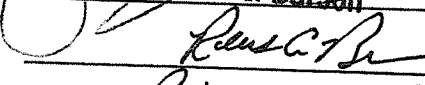
Signature of 1st witness:

Printed name of 1<sup>st</sup> witness:

Signature of 2<sup>nd</sup> witness:

Printed name of 2<sup>nd</sup> witness:

  
Josephine L. Burson

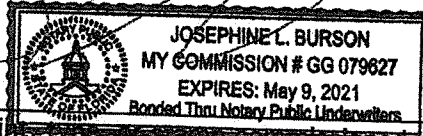
  
Robert A. Burson

STATE OF FLORIDA  
COUNTY OF MARTIN

Subscribed and acknowledged before me on August 6, 2018, by Eileen Giunta, who provided her driver license as identification.

(Notary Seal)

  
(Signature of Notary Public)



(Print, type, or stamp commissioned name of Notary Public)

Josephine L. Burson

Potsdam LLC

  
By: Stephen Fry, its manager  
August 6, 2018

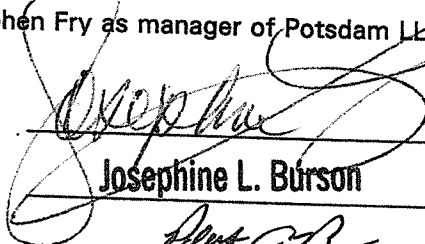
Signed, sealed and delivered by Stephen Fry as manager of Potsdam LLC in the presence of the following witnesses:

Signature of 1st witness:

Printed name of 1st witness:

Signature of 2nd witness:

Printed name of 2nd witness:

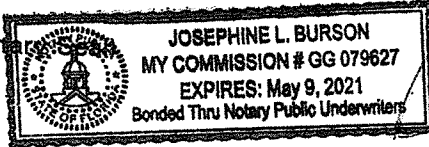
  
Josephine L. Burson

  
Robert A. Burson

STATE OF FLORIDA  
COUNTY OF MARTIN

Subscribed and acknowledged before me on August 6, 2018, by Stephen Fry as manager of Potsdam LLC who is personally known to me.

(Notary)



  
(Signature of Notary Public)

Josephine L. Burson  
(Print, type, or stamp commissioned name of Notary Public)

F:\E\REAL-EST\RIVER OAKS\18-072\MORTGAGE MODIFICATION FOR POTSDAM-02A

This document has been prepared  
by and is to be returned to:  
Robert A. Burson, P.A.  
By: Robert A. Burson  
Florida Bar# 217638  
Mailing Address:  
Post Office Box 1620  
Stuart, Florida 34995-1620  
Street Address:  
900 SE Ocean Blvd., Suite C-120  
Stuart, Florida 34994  
(772) 286-1616  
File Number: 18-072



Inst. # 2709484  
Blk 3009 Pg: 293 Pages: 1 of 3  
Recorded on: 8/7/2018 1:35 PM Doc: AGR  
Carolyn Timmann  
Clerk of the Circuit Court & Comptroller  
Martin County, FL  
Rec Fees: \$27.00  
Mitg Tax: \$1,260.00

## LOAN ASSUMPTION AGREEMENT

THIS AGREEMENT, made on the dates set forth below, by and between:

**POTSDAM LLC**, a Florida limited liability company, with a mailing address of 154 SE Wells Drive, Stuart, FL 34996, herein referred to as "*Mortgagee*," and

**RIVER OAKS LLC**, a Florida limited liability company, with a mailing address of P.O. Box 1833, Palm City, FL 34991, herein referred to as "*Purchaser*."

### RECITALS:

- A. WHEREAS, Mortgagee is the owner and holder of a promissory note dated December 21, 2017, in the original amount of three hundred thousand and no/100ths dollars (\$300,000.00), referred to herein as the "*Note*," which is secured by a mortgage of even date and recorded in Official Records Book 2966, page 2861, of the public records of Martin County, Florida, referred to herein as the "*Mortgage*," and which encumbers the following described real estate, herein referred to as the "*Property*:"

That part of the North one half of the Northeast one quarter of the Northwest one quarter of Section 7, Township 38 South, Range 41 East, Martin County, Florida described as follows:

Commence at the Southeast corner of Lot 11, Oak Ridge Plat No. 1, recorded in Plat Book 12, Page 39, Martin County, Florida public records and run South 0° 31' 00" West along a line which is parallel to and 50.00 feet West of the East line of the Northwest one quarter of said Section 7 for 2.00 feet to the Point of Beginning for the following described parcel: Thence continue South 0° 31' 00" West along said parallel line for 198.00 feet; thence run North 89° 38' 23" West for 200.00 feet; thence run North 0° 31' 00" East for 198.00 feet to a point on a line which is 2.00 feet South of and parallel to the South line of Oak Ridge Plat No. 1; thence run South 89° 38' 23" East along said parallel line for 200.00 feet to the point of beginning; and

- B. WHEREAS, the Note and Mortgage have been modified by a Mortgage and Note Modification and Extension Agreement dated August 6, 2018, which increases the total principal balance of the mortgage to three hundred sixty thousand and no/100ths dollars (\$360,000.00) and extends the due date to July 1, 2019; and
- C. WHEREAS, Purchaser is purchasing the Property and has agreed to assume the Note and Mortgage as modified and extended and has requested that Mortgagee allow the Purchaser to assume the hereinbefore described indebtedness evidenced by said note and mortgage and modification agreement as a part of the purchase price.

NOW THEREFORE, in consideration of ten dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged by Mortgagee, it is mutually agreed by and between the parties hereto as follows:

01. The above recitals are true and correct and are incorporated herein.

03. That as a part of the purchase of the Property, Purchaser hereby assumes and agrees to pay the Note and Mortgage to the Mortgagee and that the Purchaser holds the Property subject to the Note and Mortgage and that will make the prescribed payments thereon to Mortgagee and perform all other requirements in accordance with the terms of this Agreement and the Note and Mortgage, as modified.
04. That all terms, covenants and conditions in the Note and Mortgage referred to which are not inconsistent herewith are hereby expressly confirmed, ratified and declared to be in full force and effect.
05. Mortgagee hereby releases Eileen G. Enterprises, LLC, as Borrower and as Mortgagor under the Note and Mortgage, as modified, from all personal liability on the Note and Mortgage.
06. This Agreement does not constitute the creation of a new debt, nor the extinguishment of the debt evidenced by the Note and Mortgage, nor does it in anywise affect or impair the lien of the Mortgage, which lien is a valid and existing first lien on the Property.
07. Purchaser agrees to pay the costs of recording this Agreement and any documentary stamps, intangible tax, or other costs pertaining to the recording of this Agreement.
08. That the provisions of this Agreement shall be binding upon all the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the date set forth below.

**BORROWER**

**RIVER OAKS LLC**

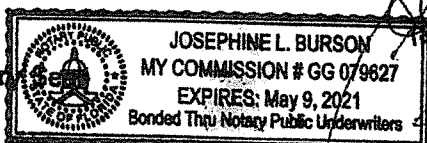
By: Paul D. Filipe  
Paul D. Filipe, Manager

By: Don R. Mancil  
Don R. Mancil, Manager  
August 6, 2018

**STATE OF FLORIDA  
COUNTY OF MARTIN**

Subscribed and acknowledged before me on August 6, 2018, by Paul D. Filipe and Don R. Mancil, Jr. who are personally known to me.

(Notary)



Josephine L. Burson  
(Signature of Notary Public)

**Josephine L. Burson**

(Print, type, or stamp commissioned name of Notary Public)

POTSDAM LLC, a Florida limited liability company

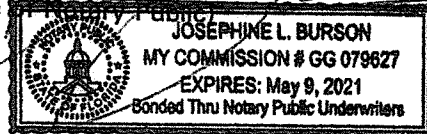
By: Stephen Fry, manager  
August 6, 2018

STATE OF FLORIDA  
COUNTY OF MARTIN

Subscribed and acknowledged before me on August 6, 2018 by Stephen Fry as manager of Potsdam LLC and he is personally known to me.

(Notary Seal)

(Signature)



(Print, type, or stamp commissioned name of Notary Public)

F:\E\REAL-EST\RIVER OAKS\18-072\ASSUMPTION AGREEMENT POTSDAM-01A



**Martin County, Florida**  
**Growth Management Department**  
**DEVELOPMENT REVIEW DIVISION**  
2401 SE Monterey Road, Stuart, FL 34996  
772-288-5501 [www.martin.fl.us](http://www.martin.fl.us)

## Plat Checklist Certification

### Surveyor Certification

**Plat Name:** RIVER OAKS  
**Surveyor's Name:** Elizabeth A. Lindsay  
**PLS#:** 4724  
**Company Name:** Betsy Lindsay INC.  
**Phone #:** 772 286 5753

I have reviewed the above plat and find that it meets the requirements of Martin County Code, Volume 2, Land Development Regulations, Sec. 4.912, *Plat Requirements*, and Florida Statutes, Chapter 177, Part 1, and Martin County Resolution 02-6.1, subject to exceptions noted in the comments, below.

12/29/18  
Date

[Signature]  
PLS Signature

ELIZABETH A. LINDSAY  
Printed Name

# RECEIVED

JAN 07 2019

MCLDR, Section 4.192; FS, Chapter 177, Part 1.

GROWTH MANAGEMENT  
DEPARTMENT

Paragraph Reference	Does Comply	Does not Comply	Comments
4.912.C.1	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
4.912.C.2	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
4.912.C.3	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
4.912.C.4	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
4.912.C.5; 4.912.E; FS.Ch.177	<input type="checkbox"/>	<input type="checkbox"/>	PRM'S WILL BE SET PRIOR TO APPROVAL
4.912.C.6 & 7	<input type="checkbox"/>	<input type="checkbox"/>	P.C.R WILL BE SET
4.912.C.8.a	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
4.912.C.8.b	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
4.912.C.8.c	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
4.912.C.9	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
4.912.C.10.a	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
4.912.C.10.b	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
4.912.C.10.c	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
4.912.C.11	<input type="checkbox"/>	<input type="checkbox"/>	N/A
4.912.C.12; FS Ch.177	<input type="checkbox"/>	<input type="checkbox"/>	N/A
4.912.C.13	<input type="checkbox"/>	<input type="checkbox"/>	N/A
4.912.C.14	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
4.912.C.15	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
4.912.C.16	<input type="checkbox"/>	<input type="checkbox"/>	Will Comply
4.912.C.17	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
4.912.C.18	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Will Comply
4.912.C.19	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
4.912.C.20	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
4.912.C.21	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
4.912.C.22	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
4.912.C.23	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
4.912.C.24	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Will Comply

Notes: Dedications and reservations to homeowner associations (HOA) must be accepted by the HOA, including their maintenance obligations as well. This acceptance must be acknowledged.

PRMs must be set in the field and shown on the plat in accordance with FS Ch. 177 and subsection 4.912.E. At least four (4) permanent monuments no more than 800 feet apart shall be placed within the platted lands and on the exterior.



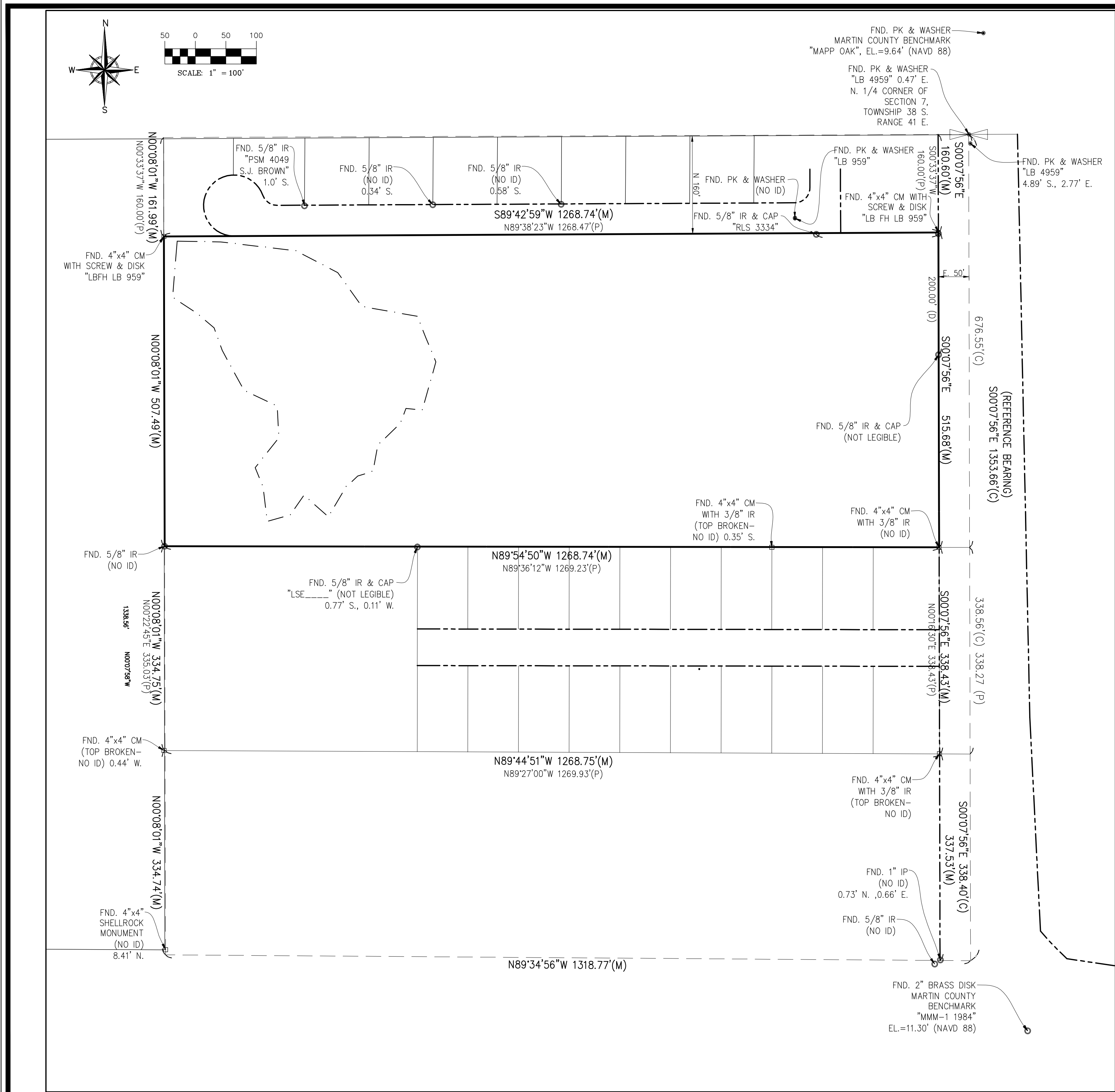
# RECEIVED

JAN 07 2019

## Martin County Resolution 02-6.1 Checklist

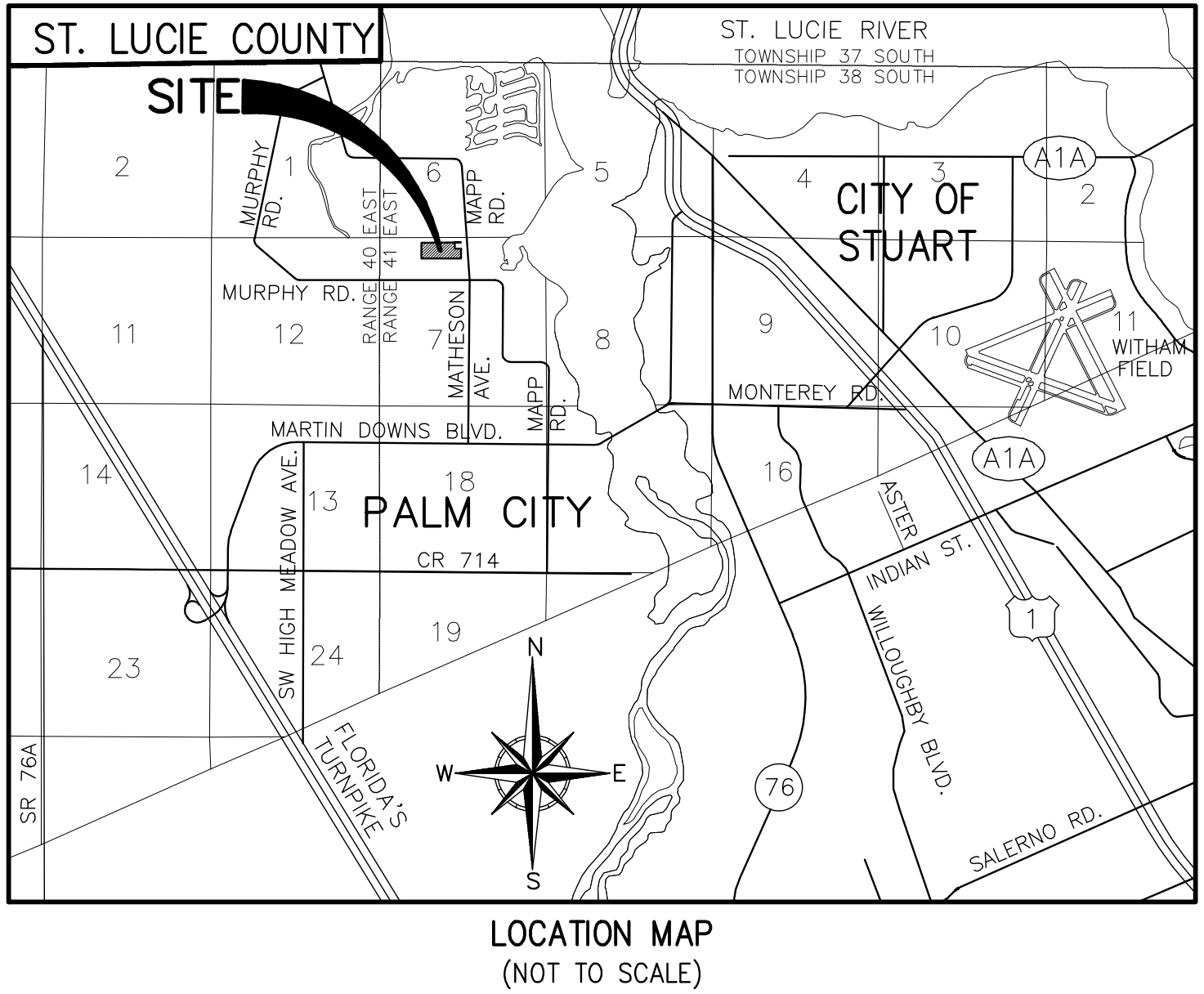
Paragraph Reference	Does Comply	Does not Comply	Comments	GROWTH MANAGEMENT DEPARTMENT
A	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
B	<input type="checkbox"/>	<input type="checkbox"/>		
Dedication C-1, 2 & 3	<input type="checkbox"/>	<input type="checkbox"/>		
No dedication C-1	<input type="checkbox"/>	<input type="checkbox"/>		
D	<input type="checkbox"/>	<input type="checkbox"/>		
E-for person	<input type="checkbox"/>	<input type="checkbox"/>		
E-for corporation	<input type="checkbox"/>	<input type="checkbox"/>		
F-1	<input type="checkbox"/>	<input type="checkbox"/>		
F-2	<input type="checkbox"/>	<input type="checkbox"/>		
F-3	<input type="checkbox"/>	<input type="checkbox"/>		
F-4	<input type="checkbox"/>	<input type="checkbox"/>		
G	<input type="checkbox"/>	<input type="checkbox"/>		





- ABBREVIATIONS**
- BL BETSY LINDSAY, INC.
  - CBS CONCRETE BLOCK STRUCTURE
  - CL CENTER LINE
  - CM CONCRETE MONUMENT
  - CMP CORRUGATED METAL PIPE
  - CONC. CONCRETE
  - (D) DEED
  - DBL DOUBLE TRUNK
  - EL ELEVATION
  - FFE FINISHED FLOOR ELEVATION
  - FND. FOUND
  - INV. INVERT
  - IP IRON PIPE
  - IR IRON ROD
  - LB LICENSED BUSINESS
  - (M) BASED ON FIELD MEASUREMENTS
  - NAVD 88 NORTH AMERICAN VERTICAL DATUM 1988
  - NO. NUMBER
  - O.R.B. OFFICIAL RECORDS BOOK
  - (P) PER PLAT
  - PK PARKER KALON NAIL
  - P.L.S. PROFESSIONAL LAND SURVEYOR
  - PT. POINT
  - RCP REINFORCED CONCRETE PIPE
  - REF. REFERENCE
  - TOB TOP OF BANK
  - TRAV. TRAVERSE

- SYMBOL LEGEND**
- × 9.3 FIELD LOCATED POINT WITH ELEVATION
  - GT. GOPHER TORTOISE HOLE
  - PB WIRE PULL BOX
  - GUY WIRE & ANCHOR
  - 🌲 PINE TREE
  - 🌲 SAND PINE TREE
  - OAK TREE
  - 🌲 TREE (TYPE UNKNOWN)



**LEGAL DESCRIPTION**

THE NORTH ONE HALF OF THE NORTHEAST ONE QUARTER OF THE NORTHWEST ONE QUARTER OF SECTION 7, TOWNSHIP 38 SOUTH, RANGE 41 EAST, LESS AND EXCEPT THE NORTH 160 FEET THEREOF AND LESS AND EXCEPT THE EAST 50 FEET THEREOF.

CONTAINING 649,062 SQUARE FEET OR 14.90 ACRES MORE OR LESS.

PCN 07-38-41-000-000-00050-8 AND 07-38-41-000-000-00051-7

- SURVEYOR'S NOTES**
- BEARINGS AS SHOWN HEREON ARE BASED ON STATE PLANE COORDINATES, REFERENCE THE NORTH AMERICAN DATUM OF 1983/2007 ADJUSTED (N.A.D. 83/07), FLORIDA EAST ZONE, US SURVEY FEET; REFERENCE A BEARING OF S00°07'56"E ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 38 S., RANGE 41 E., MARTIN COUNTY, FLORIDA.
  - THIS SURVEY WAS DONE WITH THE BENEFIT OF A TITLE COMMITMENT PERFORMED BY OLD REPUBLIC NATIONAL TITL INSURANCE COMPANY, REFERENCE AGENT'S FILE NO. HOLEMAN, DATED JULY 24, 2016 AT 11:00 PM.
  - THIS SURVEY IS BASED ON A CLOSED GEOMETRIC FIGURE EXCEEDING A HORIZONTAL CLOSURE OF 1:10,000.
  - WELL-IDENTIFIED FEATURES IN THIS SURVEY AND MAP HAVE BEEN MEASURED TO AN ESTIMATED HORIZONTAL POSITIONAL ACCURACY OF 0.2 FEET.
  - THERE WAS NO ATTEMPT TO LOCATE ANY SUBSURFACE FOUNDATIONS.
  - NO UNDERGROUND UTILITIES WERE LOCATED OR SHOWN HEREON.
  - THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR.
  - THIS SURVEY WAS DONE IN THE FIELD UTILIZING GLOBAL POSITIONING SYSTEM (G.P.S.) WITH REAL TIME KINEMATIC (R.T.K.). ALL DISTANCES GIVEN ARE GRID DISTANCES. THE SCALE FACTOR IS 1.000004479.
  - ELEVATIONS AS SHOWN HEREON REFERENCE THE NORTN AMERICAN VERTICAL DATUM OF 1988, REFERENCE MARTIN COUNTY BENCHMARKS "MMM-1 1984", ELEVATION = 11.30 FEET AND "MAPP-OAK", ELEVATION = 9.64 FEET.
  - THIS PROPERTY IS LOCATED IN FEDERAL FLOOD ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN), REFERENCE FEMA MAP COMMUNITY NO. 120161, PANELS 0133 & 0134, SUFFIX G, EFFECTIVE DATE MARCH 16, 2015. NO SEARCH FOR MAP MODIFICATIONS HAS BEEN DONE BY THIS SURVEYOR.

**SURVEYOR'S CERTIFICATE**

I HEREBY CERTIFY THAT THE "BOUNDARY SURVEY" AS SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF A FIELD SURVEY MADE UNDER MY DIRECTION AND CHARGE ON DECEMBER 26, 2018 AND SAID "BOUNDARY SURVEY" IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF. IT IS FURTHER CERTIFIED THAT THIS "BOUNDARY SURVEY" COMPLIES WITH THE STANDARDS OF PRACTICE FOR "BOUNDARY SURVEY", SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 11-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

BETSY LINDSAY, INC.  
SURVEYING AND MAPPING

ELIZABETH A. LINDSAY, P.L.S.  
FLORIDA REGISTRATION NO. 4724

NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

SHEET NO. 1  
OF 2 SHEETS  
PROJECT NO.  
15-20

DATE	REVISIONS
6/16/15	REV. SCRIVENERS ERROR
3/21/17	UPDATE SURVEY
7/6/17	ADD TREES AT WEST SIDE OF PROPERTY
12/27/18	UPDATE SURVEY

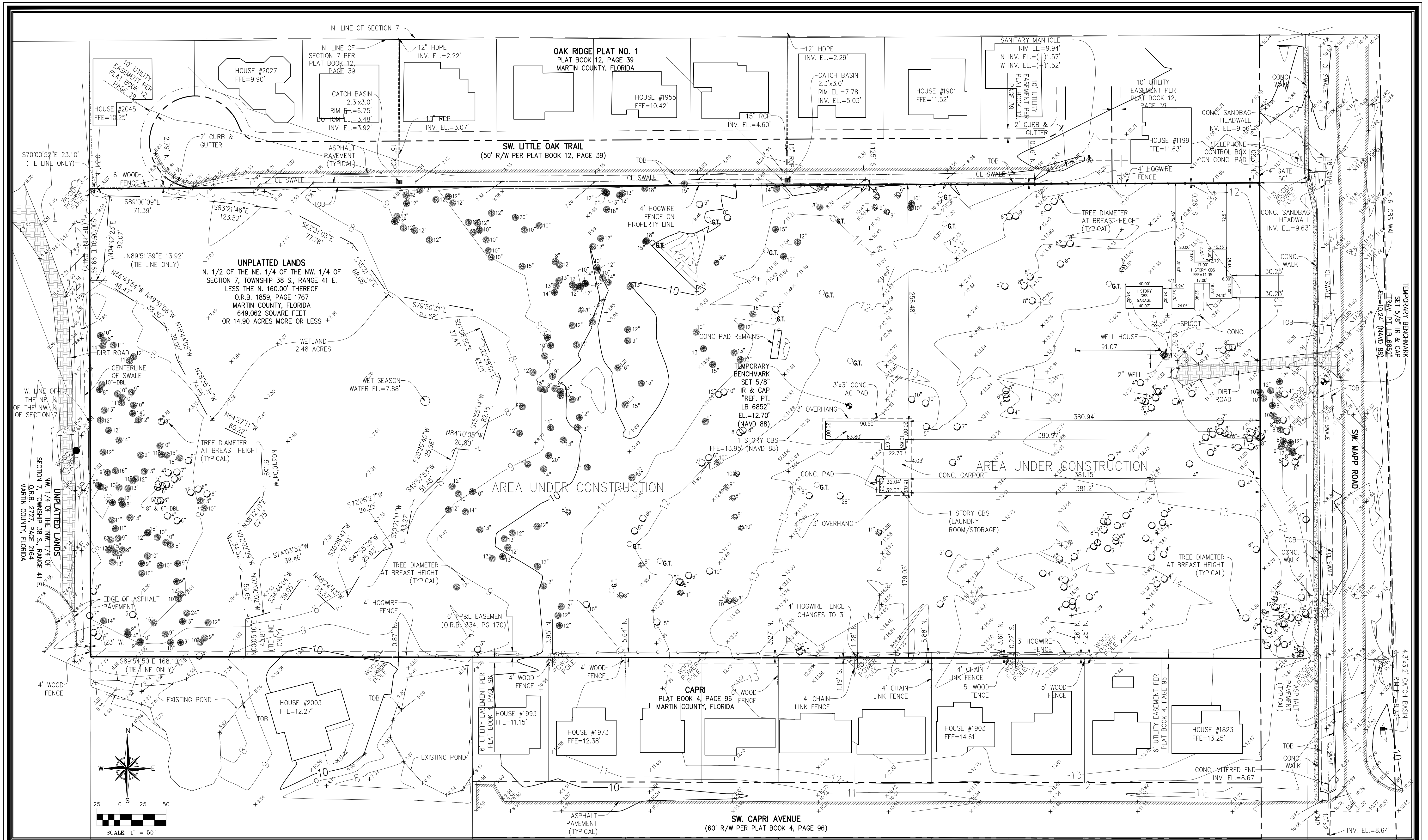
A PORTION OF SECTION 7, TOWNSHIP 38 S., RANGE 41 E.  
MARTIN COUNTY, FLORIDA

BOUNDARY SURVEY  
EILEEN G ENTERPRISES, LLC

DATE 12/27/2018  
SCALE 1"=100'  
FIELD BK. PC 12  
DRAWN BY D.B.  
CHECKED BY E.A.L.

**B BETSY LINDSAY, INC.**  
SURVEYING AND MAPPING  
7997 S.W. JACK JAMES DRIVE STUART, FLORIDA 34997  
(772)286-5753 (772)286-5933 FAX  
LICENSED BUSINESS NO. 6852





SHEET NO. 2  OF 2 SHEETS  PROJECT NO.  15-20	DATE 12/27/2018 SCALE 1"=50' FIELD BK. PC 12 DRAWN BY D.B. CHECKED BY E.A.L.	B Betsy Lindsay, Inc. SURVEYING AND MAPPING 7997 S.W. JACK JAMES DRIVE STUART, FLORIDA 34997 (772)286-5753 (772)286-5933 FAX LICENSED BUSINESS NO. 6852
A PORTION OF SECTION 7, TOWNSHIP 38 S., RANGE 41 E. MARTIN COUNTY, FLORIDA		
BOUNDARY SURVEY RIVER OAKS OF PALM CITY, LLC		