

Application
Tradewinds Hobe Sound
Rezoning

TRADEWINDS at HOBE SOUND

ZONING CHANGE

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

Zoning Change Checklist

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

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



DEVELOPMENT REVIEW APPLICATION

A. General Information:

1. **Type of Application:** Zoning Change

2. **Proposed Development's Name:**
Tradewinds at Hobe Sound
3. **Former Development's Name:**
Heron Cove

4. **Previous Project Number:** A046-006

5. **Pre-Application Meeting Date:** March 7, 2019

6. **Property Owner:**
 Name or Company Name Laurel Lane Holdings, LLC & HSJIP, LLC
 Company Representative Michael A Dooley
 Address P.O. Box 1166
 City Hobe Sound State FL Zip 33475
 Phone 772 - 546 - 7355 Fax 772 - 546 - 3163
 Email hslidooley@gmail.com

7. **Agent:** Same as the Property Owner
 Name or Company Name _____
 Company Representative _____
 Address _____
 City _____ State _____ Zip _____
 Phone _____ - _____ - _____ Fax _____ - _____ - _____
 Email _____

8. **Contract Purchaser:** Same as the Property Owner
 Name or Company Name * Copy of contract attached for PCN: 34384200010300
 Company Representative _____
 Address _____
 City _____ State _____ Zip _____
 Phone _____ - _____ - _____ Fax _____ - _____ - _____
 Email _____

9. **Land Planner:** Select from the list
 Name or Company Name McCarty and Associates Land Planning and Design
 Company Representative Mike McCarty
 Address 73 Flager St.
 City Stuart State FL Zip 34994
 Phone 772 - 341 - 9322 Fax _____ - _____ - _____
 Email mike@mccartylandplanning.com

Same as Land Planner

10. Landscape Architect:

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

Select from the list

11. Surveyor:

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

Select from the list

12. Civil Engineer:

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

Same as Civil Engineer

13. Traffic Engineer:

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

Select from the list

14. Architect:

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

Select from the list

15. Attorney:

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

16. Environmental Planner:

Select from the list

Name or Company Name Saskowsky and Associates
 Company Representative Dan Saskowsky
 Address 4639 SE Glenidge Trail
 City Stuart State FL Zip 34997
 Phone 772 - 708 - 6641 Fax - -
 Email dsaskowsky@bellsouth.net

17. Other Professional:

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

18. Parcel Control Number(s):

343842061000000310 _____
343842000103000209 _____
343842061000000203 _____

19. Certifications by Professionals:

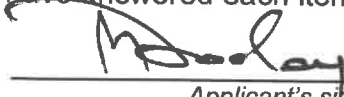
Section 10.2.D.7., Article 10, Development Review Procedures, Land Development Regulations (LDR), Martin County Code (MCC) provides the following:

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

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

B. Applicant or Agent Certification:

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



Applicant's signature
 |||||Michael A Dooley

Printed name

March 28, 2019

Date

NOTARY ACKNOWLEDGMENT

STATE OF FLORIDA

COUNTY OF MANATEE

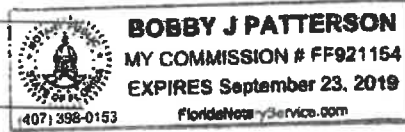
I hereby certify that the foregoing instrument was acknowledged before me this 15 day of JANUARY, 2019, by NICHOLAS DOOLEY.

He or she

is personally known to me or has produced _____ as identification.

Bobby J. Patterson
Notary public signature

Bobby J. Patterson
Printed name



State of FLORIDA at-large



Martin County Development Review
Digital Submittal Affidavit

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


Applicant Signature

FEB. 14, 2019
Date

March 25, 2019

To: Martin County Growth Management Department
From: Michael Dooley

NARRATIVE

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

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

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

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

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

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

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

Sincerely,



Michael Dooley

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

March 27, 2019

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

Tradewinds at Hobe Sound: A “WORK FORCE RENTAL HOUSING COMMUNITY”

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

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

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

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

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

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

One of the five categories is: Workforce Housing.

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

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

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

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

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

Section 6.3. Future Needs (d.)

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

Section 6.4. - Goal, Objectives and Policies

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Other considerations that merit approval of this requests are:

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

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

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

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

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

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

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

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

4.

Page 5

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

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

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

Respectfully submitted,

Michael A Dooley

POWER OF ATTORNEY

This Power of Attorney is made on the 10th day of May, 2019,

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

MICHAEL DOOLEY,

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

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

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

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

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

LAUREL LANE HOLDINGS, LLC, Principal

[Signature]
, Witness

[Signature]
ROBERT M. KAYE, Sole Member, President
And General Manager

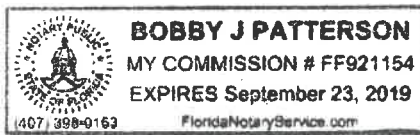
[Signature]
, Witness

[Signature]
ROBERT M. KAYE, Individually

STATE OF FLORIDA, COUNTY OF : SS.

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

[Signature]



[A Notary Public of the State of New Jersey]

ACCEPTANCE OF POWER OF ATTORNEY

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

[Signature]
MICHAEL DOOLEY

EXHIBIT A

Parcel 1:

Legal Description: The south ½ of Lot 103 (Less South 210' of WEast 420') Gomez Grant, West of the Indian River, According to the Plat thereof Filed September 3, 1892, Recorded in Plat Book A, Page 10, Dade County, Florida, Public Records, Also Filed March 25, 1910, Recorded in Plat Book 1, Page 62, Palm Beach (Now Martin) County, Florida, Public Records. PCN: 34-38-42-000-103-0002.0-9000

Parcel 2:

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

LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

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

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

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

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

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

Witnesses:

Mercedes Rodriguez

Mercedes Rodriguez
Printed Name of Witness

Julio Lazo

Julio Lazo
Printed Name of Witness

Alan M. Kornbluh
Alan M. Kornbluh, Trustee

STATE OF Florida
COUNTY OF Miami Dade

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

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

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

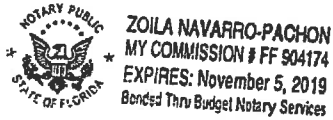


EXHIBIT "A"**Legal Description**

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



Recorded in Martin County, FL 1/30/2019 2:38 PM
Carolyn Timmann, Clerk of the Circuit Court & Comptroller
Rec Fees: \$27.00 Deed Tax: \$10,500.00
CFN#2736559 BK 3038 PG 2977 PAGE 1 of 3

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

(Space Above This Line For Recording Data)

Warranty Deed

This Warranty Deed made this 28th day of January, 2019 between Raymond C. Green, Inc. a Massachusetts corporation, as Trustee of the Abaco Trust under agreement dated July 10, 2013 and Rodman Financial Corp, a Massachusetts corporation, as Trustee of the Abaco Trust under agreement dated July 10, 2013 whose post office address is 155 Federal Street, Ste 1300, Boston, MA 02110, grantor, and Laurel Lane Holdings LLC, a Florida Limited Liability Company as to a 50% interest and Hobe Sound Jupiter Island Properties LLC, a Florida Limited Liability Company as to a 50% interest whose post office address is 404 S Beach Rd, Hobe Sound, FL 33455, grantee:

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

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

PARCEL 1:

South 1/2 of Lot 100 (less South 310 feet of West 400 feet) Gomas Grant, West of Indian River, according to the plat filed September 13, 1892, recorded in Plat Book A, Page 10, Public Records of Dade County, Florida, also filed March 15, 1910, recorded in Plat Book 1, Page 62, Public Records of Palm Beach (now Martin) County, Florida.
Less and except the westerly 50 feet thereof as described in Deed recorded in O. S. Book 2036, Page 789 and Corrective Deed recorded in O. S. Book 2111, Page 409, Public Records of Martin County, Florida.

Parcel Identification Number: 34-38-42-000-103-00020-00000

PARCEL 2:

The Southerly 217.74 feet of Lot 3, 84/SUBURBAN HOMES AND GROVES SUBDIVISION, according to the Plat thereof as recorded in Plat Book 2, Page 62, Public Records of Martin County, Florida.

Parcel Identification Number: 34-38-42-061-000-00031-00000

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

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

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

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

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

DoubleTime®

Signed, sealed and delivered in our presence:

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

By: [Signature]
Raymond C. Green, President

[Signature]
Witness Name: Mark S. Whelan

[Signature]
Witness Name: Jeffrey Munoz

State of Massachusetts
County of Suffolk

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

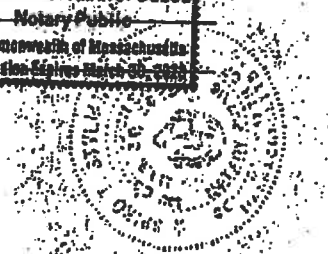
[Notary Seal]

Notary Public

Printed Name:

My Commission Expires:

[Signature]
SPIRO T. STYLIANOPOULOS
Notary Public
Commonwealth of Massachusetts
My Commission Expires: 01/01/2020



Signed, sealed and delivered in our presence:

[Signature]
Witness Name: Kevin Wong

[Signature]
Witness Name: MARCOS PEREIRA

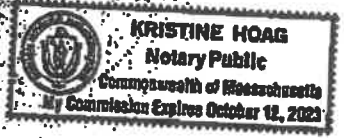
Rodman Financial Corp., as Trustee of the
Abaco Trust w/d July 10, 2013

By: [Signature]
Jeffrey S. Rodman, President

State of Massachusetts
County of Suffolk

The foregoing instrument was sworn to and subscribed before me this 26 day of January, 2019 by Jeffrey S. Rodman, President of Rodman Financial Corp, on behalf of the corporation, as trustee of the Abaco Trust u/d July 10, 2013. He is personally known or has produced a driver's license as identification.

[Notary Seal]



[Signature]
Notary Public

Printed Name: Kristine Hoag

My Commission Expires: October 12, 2023

UNOFFICIAL COPY

365854

Printed for Lawyers' Title Guaranty Fund, Orlando, Florida

This instrument was prepared by:
McGIBBY, CHAPPEL, BRANDT & GORE, P.A.
1040 Bayview Drive, Suite 334
FORT LAUDERDALE, FLORIDA 33304

Warranty Deed

(STATUTORY FORM—SECTION 689.02 F.S.)

This Indenture, Made this 1st day of January 1980, Between

of the County of Broward State of Florida,
ALAN KORNBLUH, as Trustee grantor, and

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

of the County of _____ State of _____, grantee.

Witnesseth, That said grantor, for and in consideration of the sum of _____
-----TEN AND NO/100-----

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 _____
County, Florida, to-wit:

All of Lot 2, SUBURBAN HOMES AND GROVES, according to the Plat thereof filed
May 9, 1947 and recorded in Plat Book 2, Page 78, Martin County, Florida Public
Records, LESS the South 600 feet thereof, said 600 feet being measured along a
line perpendicular to the North line of said Lot 2.

SUBJECT to taxes for the year 1979 and subsequent years.
SUBJECT to first Mortgage in favor of Parent A. Capobianco and Louise J.
Capobianco, his wife, recorded in O.R. Book 361, Page 100 of the Public
Records of Martin County, Florida with an approximate unpaid principal balance
of \$60,579.00.
SUBJECT to a Purchase Money Second Mortgage of even date in the amount of \$108,166.00.

THIS IS NOT HOMESTEAD PROPERTY.

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

*"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:

[Signature]
[Signature]

[Signature]
NILE R. LESTRANGE (Seal)

(Seal)

STATE OF Florida
COUNTY OF Broward

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

to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that
he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 1st day of January,
1980.

My commission expires: 03/01/80 488 not 1679

My Commission Expires March 1 1980

[Signature]
Notary Public

RECEIVED

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FEB 4 19:38

488 1690

Vacant Land Contract

ILLUSTRATED PROPERTIES

1. Sale and Purchase: Alan Kornbluh as Trustee and Laurel Lane Holdings, LLC, Robert M Kaye, Gen Mgr (the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property") described as: Address: 9795 SE Federal Hwy., Hobe Sound, FL 33455 Legal Description: Suburban Homes and Groves Lot 2 (less S 600 ft) SEC 34 /TWP / 38 /RNG 42 of Martin County, Florida. Real Property ID No.: 34384206100000020-3 including all improvements existing on the Property and the following additional property: None

2. Purchase Price: (U.S. currency) \$ 600,000 All deposits will be made payable to "Escrow Agent" named below and held in escrow by: Escrow Agent's Name: Marc R. Gaylor, PA Escrow Agent's Contact Person: Lorraine Johnson Escrow Agent's Address: 12000 SE Dixie Hwy., Hobe Sound, FL 33455 Escrow Agent's Phone: 772-545-7740 Escrow Agent's Email: marc@marcgaylorlaw.com

(a) Initial deposit (\$0 if left blank) (Check if applicable) [] accompanies offer [X] will be delivered to Escrow Agent within 5 days (3 days if left blank) after Effective Date \$ 600,000 (b) Additional deposit will be delivered to Escrow Agent (Check if applicable) [] within days (10 days if left blank) after Effective Date [] within days (3 days if left blank) after expiration of Feasibility Study Period \$ (c) Total Financing (see Paragraph 5) (express as a dollar amount or percentage) \$ (d) Other: \$ (e) Balance to close (not including Buyer's closing costs, prepaid items, and prorations) to be paid at closing by wire transfer or other Collected funds \$ 600,000 (f) [] (Complete only if purchase price will be determined based on a per unit cost instead of a fixed price.) The unit used to determine the purchase price is [] lot [] acre [] square foot [] other (specify): prorating areas of less than a full unit. The purchase price will be \$ per unit based on a calculation of total area of the Property as certified to Seller and Buyer by a Florida licensed surveyor in accordance with Paragraph 7(c). The following rights of way and other areas will be excluded from the calculation:

3. Time for Acceptance; Effective Date: Unless this offer is signed by Seller and Buyer and an executed copy delivered to all parties on or before December 7, 2018, this offer will be withdrawn and Buyer's deposit, if any, will be returned. The time for acceptance of any counter offer will be 3 days after the date the counter offer is delivered. The "Effective Date" of this contract is the date on which the last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter offer.

4. Closing Date: This transaction will close on May 31, 2019 ("Closing Date"), unless specifically extended by other provisions of this contract. The Closing Date will prevail over all other time periods including, but not limited to, Financing and Feasibility Study periods. However, if the Closing Date occurs on a Saturday, Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) of the next business day. In the event insurance underwriting is suspended on Closing Date and Buyer is unable to obtain property insurance, Buyer may postpone closing for up to 5 days after the insurance underwriting suspension is lifted. If this transaction does not close for any reason, Buyer will immediately return all Seller provided documents and other items.

51 **5. Financing: (Check as applicable)**

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

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

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

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

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

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

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

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

100* (Check one) **Seller's** **Buyer's** expense and
101* (Check one) within _____ days after Effective Date at least 60 days before Closing Date,
102* (Check one)

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

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

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(2) an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to Seller, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy exceptions and an update in a format acceptable to Buyer from the policy effective date and certified to Buyer or Buyer's closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to Seller, then (1) above will be the title evidence.

(b) **Title Examination:** After receipt of the title evidence, Buyer will, within 30 days (10 days if left blank) but no later than Closing Date, deliver written notice to Seller of title defects. Title will be deemed acceptable to Buyer if (i) Buyer fails to deliver proper notice of defects or (ii) Buyer delivers proper written notice and Seller cures the defects within _____ days (30 days if left blank) ("Cure Period") after receipt of the notice. If the defects are cured within the Cure Period, closing will occur within 10 days after receipt by Buyer of notice of such cure. Seller may elect not to cure defects if Seller reasonably believes any defect cannot be cured within the Cure Period. If the defects are not cured within the Cure Period, Buyer will have 10 days after receipt of notice of Seller's inability to cure the defects to elect whether to terminate this contract or accept title subject to existing defects and close the transaction without reduction in purchase price.

(c) **Survey:** Buyer may, at Buyer's expense, have the Property surveyed and must deliver written notice to Seller, within 5 days after receiving survey but not later than 5 days before Closing Date, of any encroachments on the Property, encroachments by the Property's improvements on other lands, or deed restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a title defect and Seller's and Buyer's obligations will be determined in accordance with Paragraph 7(b).

(d) **Ingress and Egress:** Seller warrants that the Property presently has ingress and egress.

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8. **Property Condition:** Seller will deliver the Property to Buyer at closing in its present "as is" condition, with conditions resulting from Buyer's Inspections and casualty damage, if any, excepted. Seller will not engage in or permit any activity that would materially alter the Property's condition without the Buyer's prior written consent.

(a) **Inspections: (Check (1) or (2))**

(1) **Feasibility Study:** Buyer will, at Buyer's expense and within 150 days (30 days if left blank) ("Feasibility Study Period") after Effective Date and in Buyer's sole and absolute discretion, determine whether the Property is suitable for Buyer's intended use. During the Feasibility Study Period, Buyer may conduct a Phase 1 environmental assessment and any other tests, analyses, surveys, and investigations ("Inspections") that Buyer deems necessary to determine to Buyer's satisfaction the Property's engineering, architectural, and environmental properties; zoning and zoning restrictions; subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state, and regional growth management plans; availability of permits, government approvals, and licenses; and other inspections that Buyer deems appropriate. If the Property must be rezoned, Buyer will obtain the rezoning from the appropriate government agencies. Seller will sign all documents Buyer is required to file in connection with development or rezoning approvals. Seller gives Buyer, its agents, contractors, and assigns, the right to enter the Property at any time during the Feasibility Study Period for the purpose of conducting Inspections, provided, however, that Buyer, its agents, contractors, and assigns enter the Property and conduct Inspections at their own risk. Buyer will indemnify and hold Seller harmless from losses, damages, costs, claims, and expenses of any nature, including attorneys' fees, expenses, and liability incurred in application for rezoning or related proceedings, and from liability to any person, arising from the conduct of any and all Inspections or any work authorized by Buyer. Buyer will not engage in any activity that could result in a construction lien being filed against the Property without Seller's prior written consent. If this transaction does not close, Buyer will, at Buyer's expense, (i) repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in before conducting the Inspections and (ii) release to Seller all reports and other work generated as a result of the Inspections.

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Before expiration of the Feasibility Study Period, Buyer must deliver written notice to Seller of Buyer's determination of whether or not the Property is acceptable. Buyer's failure to comply with this notice requirement will constitute acceptance of the Property as suitable for Buyer's intended use in its "as is" condition. If the Property is unacceptable to Buyer and written notice of this fact is timely delivered to Seller, this contract will be deemed terminated, and Buyer's deposit(s) will be returned.

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(2) **No Feasibility Study:** Buyer is satisfied that the Property is suitable for Buyer's purposes, including being satisfied that either public sewerage and water are available to the Property or the Property will be approved for the installation of a well and/or private sewerage disposal system and that existing zoning

Buyer () and Seller () () acknowledge receipt of a copy of this page, which is 3 of 7 pages.

VAC-11 Rev 8/17

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and other pertinent regulations and restrictions, such as subdivision or deed restrictions, concurrency, growth management, and environmental conditions, are acceptable to Buyer. This contract is not contingent on Buyer conducting any further investigations.

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

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

(a) **Seller Costs:**

- Taxes on deed
- Recording fees for documents needed to cure title
- Title evidence (if applicable under Paragraph 7)
- Other: _____

(b) **Buyer Costs:**

- Taxes and recording fees on notes and mortgages
- Recording fees on the deed and financing statements
- Loan expenses
- Title evidence (if applicable under Paragraph 7)
- Lender's title policy at the simultaneous issue rate
- Inspections
- Survey
- Insurance
- Other: _____

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

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

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

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- 220 (f) **Foreign Investment in Real Property Tax Act ("FIRPTA"):** If **Seller** is a "foreign person" as defined by
221 FIRPTA, **Seller** and **Buyer** will comply with FIRPTA, which may require **Seller** to provide additional cash at
222 closing.
- 223 (g) **1031 Exchange:** If either **Seller** or **Buyer** wish to enter into a like-kind exchange (either simultaneously with
224 closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will
225 cooperate in all reasonable respects to effectuate the Exchange including executing documents, provided,
226 however, that the cooperating party will incur no liability or cost related to the Exchange and that the closing
227 will not be contingent upon, extended, or delayed by the Exchange.
- 228 **10. Computation of Time:** Calendar days will be used when computing time periods, except time periods of 5 days
229 or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal
230 holidays specified in 5 U.S.C. 6103(a). Any time period ending on a Saturday, Sunday, or national legal holiday
231 will extend until 5:00 p.m. (where the Property is located) of the next business day. **Time is of the essence in**
232 **this contract.**
- 233 **11. Risk of Loss; Eminent Domain:** If any portion of the Property is materially damaged by casualty before closing
234 or **Seller** negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain
235 proceedings or an eminent domain proceeding is initiated, **Seller** will promptly inform **Buyer**. Either party may
236 terminate this contract by written notice to the other within 10 days after **Buyer's** receipt of **Seller's** notification,
237 and **Buyer's** deposit(s) will be returned, failing which **Buyer** will close in accordance with this contract and
238 receive all payments made by the governmental authority or insurance company, if any.
- 239 **12. Force Majeure:** **Seller** or **Buyer** will not be required to perform any obligation under this contract or be liable to
240 each other for damages so long as the performance or non-performance of the obligation is delayed, caused, or
241 prevented by an act of God or force majeure. An "act of God or force majeure" is defined as hurricanes,
242 earthquakes, floods, fire, unusual transportation delays, wars, insurrections, and any other cause not reasonably
243 within the control of **Seller** or **Buyer** and which by the exercise of due diligence the non-performing party is
244 unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for
245 the period that the act of God or force majeure is in place. However, in the event that such act of God or force
246 majeure event continues beyond 30 days, either party may terminate this contract by delivering written notice to
247 the other; and **Buyer's** deposit(s) will be returned.
- 248 **13. Notices:** All notices will be in writing and delivered to the parties and Broker by mail, personal delivery, or
249 electronic means. **Buyer's failure to timely deliver written notice to Seller, when such notice is required by**
250 **this contract, regarding any contingency will render that contingency null and void, and this contract will**
251 **be construed as if the contingency did not exist. Any notice, document, or item delivered to or received**
252 **by an attorney or licensee (including a transactions broker) representing a party will be as effective as if**
253 **delivered to or received by that party.**
- 254 **14. Complete Agreement; Persons Bound:** This contract is the entire agreement between **Seller** and **Buyer**.
255 **Except for brokerage agreements, no prior or present agreements will bind Seller, Buyer, or Broker**
256 **unless incorporated into this contract.** Modifications of this contract will not be binding unless in writing, signed
257 or initialed, and delivered by the party to be bound. Electronic signatures will be acceptable and binding. This
258 contract, signatures, initials, documents referenced in this contract, counterparts, and written modifications
259 communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be
260 binding. Handwritten or typewritten terms inserted in or attached to this contract prevail over preprinted terms. If
261 any provision of this contract is or becomes invalid or unenforceable, all remaining provisions will continue to be
262 fully effective. **Seller** and **Buyer** will use diligence and good faith in performing all obligations under this contract.
263 This contract will not be recorded in any public record. The terms "**Seller**," "**Buyer**," and "**Broker**" may be singular
264 or plural. This contract is binding on the heirs, administrators, executors, personal representatives, and assigns, if
265 permitted, of **Seller**, **Buyer**, and Broker.
- 266 **15. Default and Dispute Resolution:** This contract will be construed under Florida law. This Paragraph will survive
267 closing or termination of this contract.
- 268 (a) **Seller Default:** If **Seller** fails, neglects, or refuses to perform **Seller's** obligations under this contract, **Buyer**
269 may elect to receive a return of **Buyer's** deposit(s) without thereby waiving any action for damages resulting
270 from **Seller's** breach and may seek to recover such damages or seek specific performance. **Seller** will also
271 be liable for the full amount of the brokerage fee.

Buyer () and Seller () () acknowledge receipt of a copy of this page, which is 5 of 7 pages.
VAC-11 Rev 6/17

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

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

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

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

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

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

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

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

Michael A Dooley is a licensed Real Estate Broker in the State of Florida

COUNTER-OFFER/REJECTION

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

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

349* **Buyer:** *Robert M. Kaye* Date: 11/28/18
350* **Print name:** LAUREL IANE HOLDINGS, LLC, ROBERT KAYE GENERAL MGR

351* **Buyer:** *M. Dooley* Date: 11/28/18
352* **Print name:** HOBE SOUND JUPITER ISLAND PROPERTIES, LLC, MICHAEL DOOLEY GENERAL MGR

353 **Buyer's address for purpose of notice:**

354* **Address:** _____ P.O. Box 1166
355* **Phone:** 772-546-7355 **Fax:** 772-546-3163 **Email:** hsidooley@gmail.com

356* **Seller:** _____ Date: _____
357* **Print name:** _____

358* **Seller:** _____ Date: _____
359* **Print name:** _____

360 **Seller's address for purpose of notice:**

361* **Address:** 610 Valencia Ave., Apt 503, Coral Gables, FL 33134
362* **Phone:** _____ **Fax:** _____ **Email:** _____

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


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Buyer (*Robert M. Kaye*) (*M. Dooley*) and Seller (____) (____) acknowledge receipt of a copy of this page, which is 7 of 7 pages.

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

335
 336
 337 Michael A Dooley is a licensed Real Estate Broker in the State of Florida

338
 339 There shall be no real estate commission due if there
 340 is no closing, regardless of the reason.

gk
 aik

 12/6/18

343 COUNTER-OFFER/REJECTION

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

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

349* Buyer: [Signature] Date: 11/28/17

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

351* Buyer: [Signature] Date: 11/28/18

352* Print name: HOPE SOUND SHIPPER ISLAND PROPERTIES, LLC, MICHAEL DOOLEY GENERAL MGR.

353 Seller's address for purpose of notice:

354* Address: P.O. Box 1186
 355* Phone: 772-548-7385 Fax: 772-548-3183 Email: haldooley@gmail.com

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

357* Print name: ALAN KORNBLUH

358* Seller: _____ Date: _____

359* Print name: _____

360 Seller's address for purpose of notice:

361* Address: 610 Valencia Ave., Apt 603, Coral Gables, FL 33134

362* Phone: _____ Fax: _____ Email: _____

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

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

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Addendum to Contract

ILLUSTRATED PROPERTIES

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

concerning the property described as:

9795 SE Federal Hwy., Hope Sound, FL 33466 (3.89 Acres)

(the "Contract"). Buyer and Seller make the following terms and conditions part of the Contract:

In consideration for Buyer hereby waiving all further studies allowed to Buyer under 8. Property Condition (a) Inspections (1) FEASIBILITY STUDY and accepting property in its AS-IS condition as of March 8, 2019; SELLER agrees to extend the closing date to July 31, 2019.

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

Date: Mar 8, 2019

Buyer: M Dooley

Date: Mar 8, 2019

Buyer: Robert M Kuger

Date: 3-11-19

Seller: Alan Kornbluh, Trustee

Date: _____

Seller: _____

Addendum to Contract

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

9795 SE Federal Hwy, Hobe Sound, FL 33455 (3.89 Acres) (the "Contract"). Buyer and Seller make the following terms and conditions part of the Contract:

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

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

BUYER:

Laurel Lane Holdings, LLC, a Florida limited liability company

Date:

4/23/19

By:

Robert M. Kaye

Print Name:

Robert M. Kaye

Its:

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

Date:

4/24/19

By:

Michael A. Dooley
Michael A. Dooley, Manager

SELLER:

Date:

4/25/19

Alan M. Kornbluh
Alan M. Kornbluh, Trustee

March 27, 2019

Proposed Development Name: Tradewinds at Hobe Sound

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

Parcel 1:

Legal Description: The south ½ of Lot 103 (Less South 210' of WEast 420') Gomez Grant, West of the Indian River, According to the Plat thereof Filed September 3, 1892, Recorded in Plat Book A, Page 10, Dade County, Florida, Public Records, Also Filed March 25, 1910, Recorded in Plat Book 1, Page 62, Palm Beach (Now Martin) County, Florida, Public Records. PCN: 34-38-42-000-103-0002.0-9000

Parcel 2:

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

Parcel 3:

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

Martin County, FL

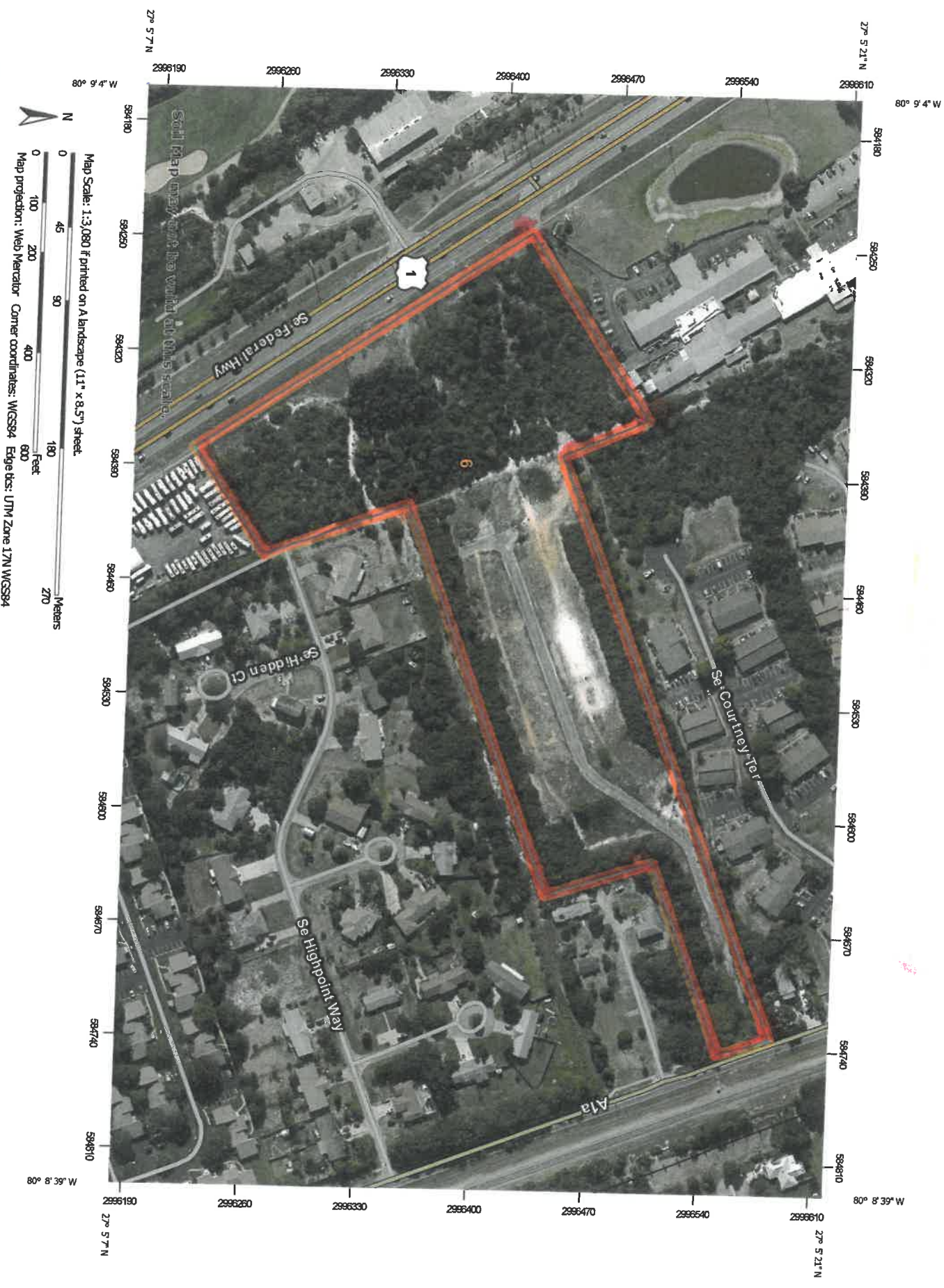


Date: 5/1/2015

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Author: Martin County GIS
 Copyright: Copyright 2015





USDA
 Natural Resources
 Conservation Service

Web Soil Survey
 National Cooperative Soil Survey

Martin County, FL

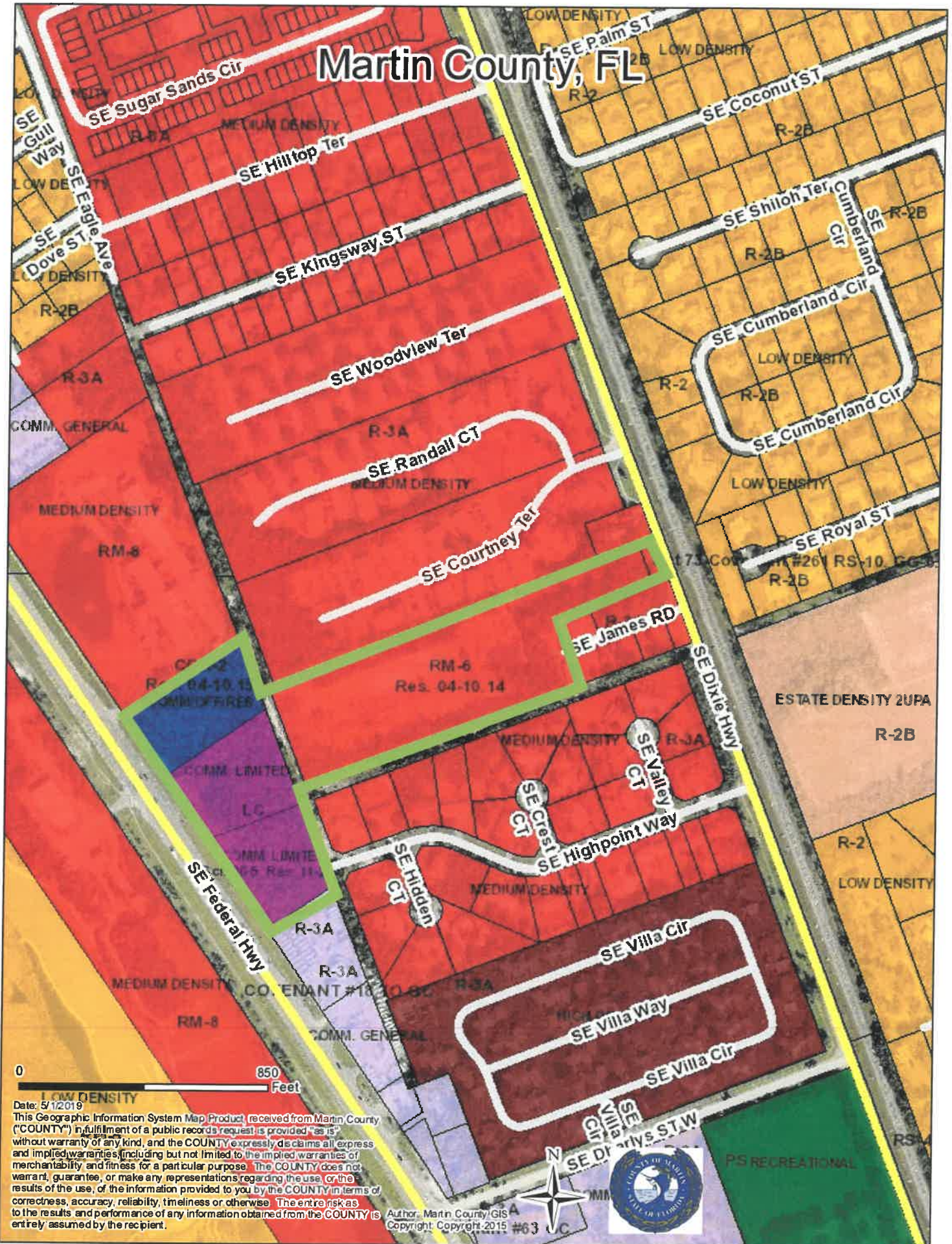


Date: 5/1/2019

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Martin County, FL



0 850 Feet
 Date: 5/12/2019
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School Impact Worksheet

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

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

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

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

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

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

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

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

Tradewinds at Hobe Sound

Two mile radius RE: Schools



Google Earth

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

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DISCLOSURE OF INTEREST AFFIDAVIT

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

FURTHER AFFIANT SAYETH NOT.

AFFIANT

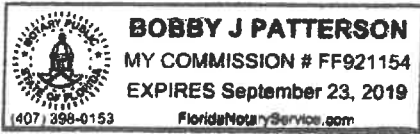
M. Dooley
Signature

MICHAEL A. DOOLEY
Print name

STATE OF: FLORIDA

COUNTY OF: MARTIN

The foregoing Disclosure of Interest Affidavit was sworn to, affirmed and subscribed before me this 14 day of MARCH 2019, by MICHAEL A. DOOLEY, who is personally known to me or have produced _____ as identification.



(Notary Seal)

Bobby J. Patterson
Signature

Notary Public, State of Florida

Print Name: Bobby J. Patterson

My Commission Expires: 9/23/19

DISCLOSURE OF INTEREST AFFIDAVIT

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

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

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

(If more space is needed attach separate sheet)

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

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

(If more space is needed attach separate sheet)

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

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

(If more space is needed attach separate sheet)

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

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

(If more space is needed attach separate sheet)

- Status defined as:
A = Approved