

March of 2017, my husband and I made an offer to purchase 5 acres of land located at 7715 SW 39th Street Palm City in Palm City Farms from Mr. Neil Hannon via our real estate agent Tina Cranmer of AlexUSrealty.

March 21, 2017, prior to closing, we discovered the property was zoned RT, residential trailer. We called Mrs. Cranmer and rescinded our offer as we made it clear to everyone involved; we were interested in building a permanent structure, single-family home to live out our retirement.

Mrs. Cranmer called us back approximately an hour later and told us, Mr. Hannon immediately turned around on I-95 went to Martin County and got a letter from the county that explained, we *can* build a home on the property. Mrs. Cranmer explained, the letter will be included in our closing packet. Needless to say, we were excited as we had been searching for property in the area for a while so we moved forward with the sale.

April 21, 2017, at the time of closing, that letter was included with the bulk of paperwork, and without thought or concern, relying on the trained professionals to facilitate the purchase, we signed all the paperwork and completed the sale. As you can imagine, we were excited to move forward with our plans to develop the land beautifully.

The first thing we did was get a PAMP, preserve area management plan. It was explained to us because we are building a home and not a trailer, we are required to surrender a % of the land. In our case, this required us to surrender a 300' X 67' section for preserve. The PAMP was recorded with the county along with a site plan indicating our intentions.

We cleared a 200' X 200' section of the land, leaving most of it in its natural state.

We obtained a permit for a well and drilled it. The permit includes a site plan which is also recorded with the county.

We obtained a permit for a septic tank and drain field. The permit includes a site plan and is also recorded with the county.

We Trucked 10 loads of dirt so far, and we got a permit for a pond. We dug the pond and filled it with 2000 fish including catfish, bluegill, and mosquito fish. Demonstrating our commitment to this land, I met with mosquito control to make sure we were doing all we could do to help control the mosquito population.

Throughout the permitting process we dealt with multiple people, and our intent was made clear every step of the way. As evidenced on each permit we obtained, the intent was and still is, to build a permanent structure home.

We decided on a log home, it's unique, it's beautiful, and it will outlast our grandchildren. Further, this home will be a legacy to our community, one of a kind in this town. I've been gathering pictures and video to create a history of the log home for future generations. We chose a modest log home including a separate log garage.

We obtained funding for the logs and hired Watlee Construction Inc. to build our home. Moving forward with our plans, we purchased \$92,972.97 worth of South Carolina white pine logs from Southland Log Homes. The logs were delivered on October 30, 2019.

The plans were designed by an architect with Southland Log Homes from South Carolina. As South Florida's regulations are more strict, the plans had to be updated according to the county regulations. Our foremen worked with the county several times to make the necessary edits to the plans to meet Martin County's codes. After the plans were edited several times, our foreman was informed of the relevant zoning discrepancy. I emphatically told him, "No problem we have this covered!" As confident as I was that I had this covered, I was equally surprised and devastated to learn I was misled.

Since October 30, 2019, our logs continue to sit on our property covered in plastic, getting ruined by moisture and are now beginning to mold.

It is our understanding the intent of the ordinance that is forbidding us to build our home was made to ensure private residence and not a business, end up purchasing land. It is not our intent to build a log home for generations just to sell the land to a plant farm or a housing development. As a couple of retirees, I promise you it is not our desire to go through this and we have no evil intent to exploit this property.

Martin County code of ordinance chapter 3 titled Intergovernmental Coordination Element states they aim to enhance coordination between Martin County and other governmental entities and it further states that Martin County currently has effective, ongoing, working relationships with adjacent jurisdictions and that the County Administrator shall be responsible for ensuring an effective intergovernmental coordination program for Martin County. In our case as evidenced above, there was no intergovernmental coordination, and we are now in a position that will likely result in the loss of a large portion of our retirement.

The actions I explained demonstrate a *Negligent Misrepresentation*:

1. Misrepresentation of a material fact that was believed to be true but was, in fact, false
2. The professionally trained parties and the owner knew or should have known the representation was false.
3. The misrepresented information was given to us to induce us to purchase the property.
4. Injury has resulted due to acting on the justifiable reliance of the misrepresentation.

It is within the best interest of this county and all parties involved to avoid any further damages. A simple waiver will allow us to use the logs to build our home, prevent the bank, that has loaned us the money, from taking our retirement for immediate recovery, and prevent any litigation needed to rectify the situation.

We pray this commission will (1) immediately provide us with a waiver to build a permanent structure on our land and (2) change this ordinance for the future of this county.