



C. PROJECT PROFESSIONALS

Applicant (Name or Company): Same as Owner

Company Representative: _____

Address: _____

City: _____, State: _____ Zip: _____

Phone: _____ Email: _____

Agent (Name or Company): Engineering Design & Construction, Inc.

Company Representative: Bradley J. Currie, AICP

Address: 10250 SW Village Parkway, Suite 201

City: Port St. Lucie, State: FL Zip: 34987

Phone: 772-462-2455 Email: bradcurrie@edc-inc.com

Contract Purchaser (Name or Company): N/A

Company Representative: _____

Address: _____

City: _____, State: _____ Zip: _____

Phone: _____ Email: _____

Land Planner (Name or Company): Same as Agent

Company Representative: _____

Address: _____

City: _____, State: _____ Zip: _____

Phone: _____ Email: _____

Landscape Architect (Name or Company): N/A

Company Representative: _____

Address: _____

City: _____, State: _____ Zip: _____

Phone: _____ Email: _____

Surveyor (Name or Company): N/A

Company Representative: _____

Address: _____

City: _____, State: _____ Zip: _____

Phone: _____ Email: _____

Civil Engineer (Name or Company): Engineering Design & Construction, Inc.

Company Representative: David C Baggett P.E.

Address: 10250 SW Village Parkway, Suite 201

City: Port St. Lucie, State: FL Zip: 34987

Phone: 772-462-2455 Email: davidbaggett@edc-inc.com

PROJECT PROFESSIONALS CONTINUED

Traffic Engineer (Name or Company): N/A

Company Representative: _____

Address: _____

City: _____, State: _____ Zip: _____

Phone: _____ Email: _____

Architect (Name or Company): N/A

Company Representative: _____

Address: _____

City: _____, State: _____ Zip: _____

Phone: _____ Email: _____

Attorney (Name or Company): N/A

Company Representative: _____

Address: _____

City: _____, State: _____ Zip: _____

Phone: _____ Email: _____

Environmental Planner (Name or Company): N/A

Company Representative: _____

Address: _____

City: _____, State: _____ Zip: _____

Phone: _____ Email: _____

Other Professional (Name or Company): N/A

Company Representative: _____

Address: _____

City: _____, State: _____ Zip: _____

Phone: _____ Email: _____

D. Certification by Professionals

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

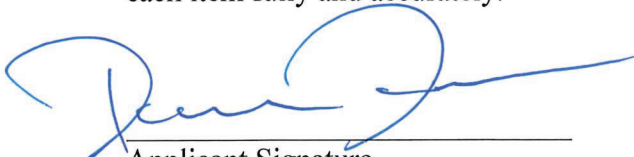
When reviewing an application for a development permit that is certified by a professional listed in s. 403.0877, F.S., the County shall not request additional information from the application more than three times, unless the applicant waives the limitation in writing. If the applicant believes the 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. (125.022(1), Fla. Stat.)

☐

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

E. 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 Signature

3/22/23
Date

Deanna Foriere
Printed Name

NOTARY ACKNOWLEDGMENT

STATE OF: Florida COUNTY OF: St. Lucie

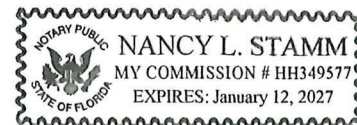
I hereby certify that the foregoing instrument was acknowledged before me this 22 day of March, 20 23, by Deanna Foriere.

He or She X is personally known to me or ___ has produced ___ as identification.


Notary Public Signature

Nancy L. Stamm
Printed name

STATE OF: Florida at-large



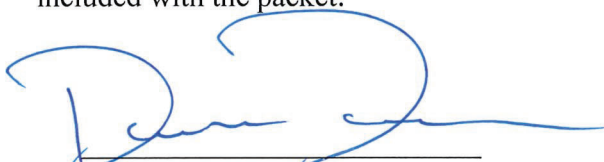


**Martin County Florida Growth Management Department
DEVELOPMENT REVIEW DIVISION
2401 SE Monterey Road, Stuart, FL 34996
772-288-5495 www.martin.fl.us**

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Digital Submittal Affidavit

I, Deanna Foriere, attest that the electronic version included for the project CWR Contracting - Palm City Asphalt Plant 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.

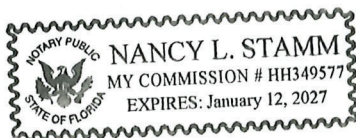

Applicant Signature

3/22/23
Date

**STATE OF FLORIDA
COUNTY OF MARTIN**

The foregoing instrument was ☐ sworn to, ☐ affirmed, or ☒ acknowledged before me by means of ☒ physical presence or ☐ online notarization this 20 day of March, 2023, by Deanna Foriere, who is ☒ personally known to me, or ☐ produced the following type of identification _____.

NOTARY PUBLIC SEAL



Notary Public, State of Florida


(Printed, Typed or Stamped Name of Notary Public)




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

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PERMISSION TO DUPLICATE COPYRIGHT MATERIALS

I, David Baggett, am the copyright owner of the following materials:
Site Plan, Construction Plans ("Copyright Materials"). Martin County is hereby granted permission to duplicate the Copyright Materials when required by Florida Statutes Chapter 119, Florida's Public Records Laws.

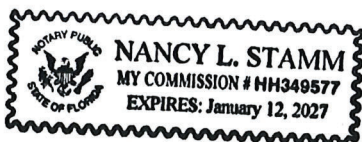
I warrant that I have the authority to grant the permission requested by Martin County.


Printed Name: David Baggett

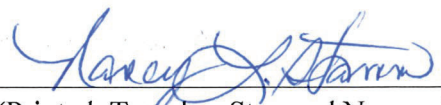
**STATE OF FLORIDA
COUNTY OF MARTIN**

The foregoing instrument was ☐ sworn to, ☐ affirmed, or ☒ acknowledged before me by means of ☒ physical presence or ☐ online notarization this 30 day of March, 2023, by David Baggett, who is ☒ personally known to me, or ☐ produced the following type of identification _____.

NOTARY PUBLIC SEAL



Notary Public, State of Florida


(Printed, Typed or Stamped Name of
Notary Public)

PROJECT NARRATIVE & COVER LETTER

CWR Contracting

Major Site Plan Amendment

March 30, 2023

REQUEST

On behalf of the Petitioner, Engineering Design & Construction, Inc. is requesting approval of Major Site Plan amendment and construction plans for the redevelopment of approximately 12.95 acres located in the Seven J's Subdivision, Palm City, Florida. The petitioner wishes to modify the existing industrial site for the relocation of their existing asphalt plant to the west. The improvements also include the reconfiguration of parking spaces to serve the development. The subject parcels are located at 8530, 8680 SW Jayme Way and 8637 SW Joseph Way in Palm City, Florida.

SITE CHARACTERISTICS & PROJECT HISTORY

The subject parcels can be identified in the below table:

Parcel ID:	Address:	Acreage:	FLU:	Zoning:
07-38-40-001-000-00100-0	8637 Joseph Way	4.17	IND	GI
07-38-40-003-000-00001-0	8630 SW Jayme Way	7.02	IND	GI
07-38-40-003-000-00040-0	TBD	0.89	IND	GI
07-38-40-003-000-00020-0	8680 SW Jayme Way	0.87	IND	GI
TOTAL:		12.95		

The above parcels have an existing Future Land Use designation of Industrial (IND) and are located in the General Industrial District (GI) Zoning designation. SW Jayme Way separates the northern and southern parcels.

The petitioner is proposing to relocate the existing asphalt plant and reconfigure existing parking along with associated site improvements. The General Industrial District (GI) allows for a maximum height of 40'. The height standards as outlined in Section 3.14 of the Land Development Code state that nonhabitable structures used exclusively for agricultural or industrial processes or for protective and emergency services may exceed the height limits as set forth in Table 3.12.1 by 50 percent, subject to the approval by the Growth Management Director, provided that the resulting height is no higher than 60 feet. The proposed asphalt plant silo exceeds this maximum by 2'3". We wish to obtain a variance to the proposed height of the silo.

Northeast of the southern subject parcels lies a wetland owned by the Seven J's Subdivision Property Owners Association, Inc. which has a Future Land Use designation of Industrial (IND) and an underlying Zoning designation of General Industrial District (GI). North of the northern subject parcel is an industrial parcel that has a Future Land Use designation of Industrial (IND) and an underlying Zoning designation of General Industrial District (GI).

South of the northern parcel lies the Right-of-Way of SW Jayme Way followed by a 1.19-acre parcel owned by Palm City Holdings, LLC. This parcel has a Future Land Use

designation of Industrial (IND) and an underlying Zoning designation of General Industrial District (GI). South of the southern parcel is lies a large parcel owned by Martin County and used as the Martin County Sportsman Association. This parcel has a Future Land Use designation of General Industrial and an underlying Zoning designation of Public Service District (PS).

West of the subject parcel lies the Right-of-Way of SW Joseph Way and a wetland owned by the Seven J's Subdivision Property Owner's Association, Inc. This parcel has a Future Land Use designation of Industrial (IND) and an underlying Zoning designation of General Industrial District (GI).

East of the northern parcel lies a wetland owned by the Seven J's Subdivision Property Owner's Association, Inc. This parcel has a Future Land Use designation of Industrial (IND) and an underlying Zoning designation of General Industrial District (GI). East of the southern parcel is a large tract owned by Martin County which is used by the Martin County Sheriff's Office as a Firearms Range. This parcel has a Future Land Use designation of Agricultural Ranchette and a Zoning designation of Agricultural (A-2).

The applicant is submitting this revised final site plan to obtain general feedback as to the approval process, fees, and any comments the County Staff has regarding the project. The following documents where not included in this submittal as they did not apply to this project: 15,18, 21, 22, 23, 24, 25, 26, 27, 28, 29, 31, 32, 33, 34, 35, 49, 51.

Based on the above and attached information, the applicant respectfully requests approval for the redevelopment.

Z:\EDC-2021\21-299 - CWR Asphalt - 7Js\ENGINEERING\Documents\Submittal Documents\Justification Statement\2021-07-08_CWR_7Js_Pre-App_Narrative_21-299.docx

Return to:
Martin County Growth Management Department

UNITY OF TITLE

In consideration of the issuance of a permit to CW Roberts Contracting, Inc., as Owner(s) for the construction of 8530 SW Jayme Way, in Martin County, Florida, and for other good and valuable considerations, the undersigned hereby agree to restrict use of lands described in **Exhibit A** attached hereto in the following manner:

Read carefully.

- ✓ **Check Box 1. - if property is non-platted/non-condominium or**
- ✓ **Check Box 2. - if property is a platted subdivision or**
- ✓ **Check Box 3. - if property is a condominium, as applicable.**

☐ 1. Non-Platted/Non-Condominium. That said property shall be considered as one plot and parcel of land and that no portion of said plot and parcel of land shall be sold, transferred, devised, or assigned separately except in its entirety as one plot and parcel of land; with the sole exception being that a portion of said property may be sold, transferred, devised or assigned to any governmental entity.

OR

☐ 2. Platted Subdivision (Non-Condominium). That said property shall be considered as one plot and parcel of land and that no portion of said plot and parcel of land shall be sold, transferred, devised, or assigned separately except in its entirety as one plot and parcel of land; however that (a) individual subdivision lots may be conveyed upon approval and recordation of the plat of _____, (b) phases or portions of phases that comply with the requirements contained within the development orders may be conveyed separately upon final site plan approval of that phase or portion of a phase, (c) common elements, common open areas and developed recreation areas may be conveyed to a property owners' association or other similar entity as deemed appropriate by the Board of County Commissioners, so long as such conveyance shall be subject to the express restriction that use of the subject property shall only be for the use described on the final site plan and plat, and (d) other portions of the subject property may be conveyed and used or maintained by governmental, environmental, charitable or other organizations or agencies for such purposes as the Board of County Commissioners may deem appropriate, with the sole exception being that a portion of said property may be sold, transferred, devised, or assigned to any governmental entity.

OR

☒ 3. Condominium. That said property shall be developed as a condominium in which the underlying common elements shall be considered as one plot and parcel of land and that no portion of said plot and parcel of land shall be sold, transferred, devised or assigned separately, except in its entirety as one plot or parcel of land, with the sole exception being that if any of the condominium units are developed as "land units" those parcels may be sold, transferred,

devised or assigned subject to being part of the condominium and subject to the declaration of condominium pursuant to which they were established, or a portion of said property sold, transferred, devised, or assigned to any governmental entity.

4. The undersigned further agrees that this condition, restriction and limitation shall be deemed a covenant running with the land, and shall remain in full force and effect, and be binding upon the undersigned, their/its successors, heirs and assigns until such time as the same may be released in writing by the Martin County Board of County Commissioners.

5. The undersigned further agrees that this instrument shall be recorded in the Public Records of Martin County.

6. Nothing herein contained shall limit, in any manner, the Owner, or their successors or assigns, to mortgage or encumber the property or any part thereof.

CORPORATE

Signed, acknowledged and notarized on this 23rd day of October, 2023.

WITNESSES:

Sign: Kara Goudey

Print: Kara Goudey

Sign: Jennifer Trexler

Print: Jennifer Trexler

OWNER:

C.W. Roberts Contracting, Inc.

Name of Corporation

By: Daniel A Hoyt

Name: Daniel A Hoyt

Title: Area Manager

Address: 8530 Jagme Way
Palm City Florida
34990

Note: Florida Statutes requires one of the following: corporate officer's signature attested by the corporate secretary and corporate seal applied; or, corporate seal applied and one witness; or corporate officer's signature and two witnesses.

STATE OF Florida
COUNTY OF Martin

I HEREBY CERTIFY that the foregoing Unity of Title was acknowledged before me this 23rd day of October, 2023, by Daniel A Hoyt (name of officer/agent and title) of Area Manager (name of corporation) He or she () is personally known to me or () has produced C.W. Roberts Contracting, Inc. as identification.

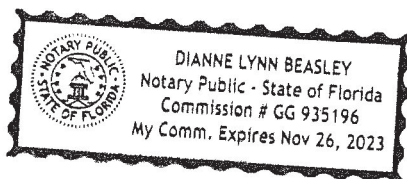
NOTARY PUBLIC

Name: [Signature]

State of Florida at large

My commission expires:

[STAMP]



**EXHIBIT A
(Legal Description)**

A PARCEL OF LAND BEING ALL OF PARCEL 10 AND A PORTION OF PARCEL 11 OF THE PLAT OF SEVEN J'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 15, PAGE 97 OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA. SAID PARCEL ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID PARCEL 10; THENCE S77°07'23"E, A DISTANCE OF 738.11 FEET; THENCE S48°32'29"W, A DISTANCE OF 285.48 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 50.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 131°19'08", A DISTANCE OF 114.60 FEET TO THE POINT OF TANGENCY; THENCE S80°54'41"E, A DISTANCE OF 310.12 FEET; THENCE N76°17'33"E, A DISTANCE OF 74.50'; THENCE N53°19'24"E, A DISTANCE OF 26.50 FEET; THENCE S82°07'36"E, A DISTANCE OF 29.76 FEET; THENCE N80°31'52"E, A DISTANCE OF 65.52 FEET; THENCE N55°24'44"E, A DISTANCE OF 71.76 FEET; THENCE S00°01'58"E, A DISTANCE OF 400.91 FEET; THENCE N89°50'13"W, A DISTANCE OF 796.65 FEET; THENCE N29°53'21"W, A DISTANCE OF 23.23 FEET; THENCE N79°06'08"W, A DISTANCE OF 61.86 FEET; THENCE N27°01'50"W, A DISTANCE OF 96.32 FEET; THENCE N35°55'10"W, A DISTANCE OF 85.43 FEET; THENCE N48°22'05"W, A DISTANCE OF 81.75 FEET; THENCE N67°10'46"E, A DISTANCE OF 52.37 FEET; THENCE N37°20'31"W, A DISTANCE OF 197.39 FEET; THENCE N63°05'55"E, A DISTANCE OF 15.86 FEET; THENCE S87°26'10"E, A DISTANCE OF 10.40 FEET; THENCE S70°52'08"E, A DISTANCE OF 99.21 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 7.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 11.00 FEET TO THE POINT OF TANGENCY; THENCE N17°25'35"E, A DISTANCE OF 67.23 FEET; THENCE N74°06'04"W, A DISTANCE OF 92.28 FEET; THENCE N52°42'47"W, A DISTANCE OF 64.18 FEET; THENCE N70°52'08"W, A DISTANCE OF 225.00 FEET; THENCE N58°42'57"W, A DISTANCE OF 26.44 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF SOUTHWEST JOSEPH WAY (A 60 FOOT WIDE PUBLIC RIGHT-OF-WAY), SAID POINT ALSO BEING A CURVE CONCAVE TO THE NORTH WHOSE CENTER BEARS N00°46'36"W, WITH A RADIUS OF 150.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 48°30'24", A DISTANCE OF 126.99 FEET TO THE POINT OF TANGENCY; THENCE N40°43'25"E, A DISTANCE OF 183.19 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 210.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 06°06'18", A DISTANCE OF 22.38 FEET TO THE POINT OF BEGINNING. CONTAINING 579,119.78 SQUARE FEET (13.295 ACRES) MORE OR LESS.



Prepared by and return to:
Christen Spake, Esq.
McCarthy, Summers, Wood,
Norman, Melby & Schultz, P.A.
2400 SE Federal Highway, 4th Floor
Stuart, Florida 34994
772-286-1700
File Number: 13599.01

(space above this line for recording information)

CERTIFICATE OF AMENDMENTS TO THE
AMENDED AND RESTATED DECLARATION OF CONDOMINIUM
OF PALM CITY STORAGE COMPLEX CONDOMINIUM

The Amended and Restated Declaration of Condominium of Palm City Storage Complex Condominium, a commercial condominium (the "Declaration") was recorded in Official Records Book 2898, at Page 1592, of the Public Records of Martin County, Florida, amending and restating the original Declaration of Condominium of Palm City Storage Complex Condominium, a commercial condominium recorded at Official Records Book 2788, at Page 1617, of the Public Records of Martin County.

The Declaration is hereby amended as set forth below, the undersigned hereby certifying that such amendments(s) were duly approved and adopted by at least 75% percent of the votes of the Membership in accordance with the requirements of the Bylaws of Palm City Storage Complex Condominium Association, Inc., a Florida not-for-profit corporation, which vote is sufficient for approval.

1. For the purposes of this Amendment, underlined language is added to the Declaration and ~~stricken~~ language is deleted from the Declaration unless otherwise stated with specificity herein. Language in the Declaration that is not underlined, stricken, or otherwise referenced herein is unchanged by this Amendment except to the extent it is inconsistent herewith. In the event of any conflict or ambiguity between the terms and provisions of this Amendment and the terms and provisions of the Declaration, this Amendment shall control to the extent of such conflict or ambiguity.

2. The full text of the Declaration, as amended by this Amendment and any prior, valid, amendments, is incorporated herein by this reference as though fully restated herein, and all parties hereto, for themselves and their successors and assigns, hereby attest and agree that they and their Parcel(s) are bound by the terms of the Declaration, as amended.

3. The following amendments are made:

Section 3 is hereby amended to add the following subsection 3.2.a:

"3.2.a. The Storage Parcel appurtenant to Unit 1 ("Unit 1 Storage Parcel") may be transferred by deed to, and owned in fee simple by, the Unit Owner of Unit 1 at the election of the Unit Owner of Unit 1. If the Unit 1 Storage Parcel is deeded to the Unit Owner of Unit 1, it shall cease to be a Limited Common Element of the Association and shall be owned in fee simple by the Unit Owner of Unit 1. Upon sale by the Unit Owner of Unit 1 of all of its interest in any real property described in Phase 1, Phase 2, and Phases 3A and 3B of this Declaration to an unrelated third party, the Unit 1 Storage Parcel shall revert to its original status as a Limited Common Element unless specifically sold or transferred along with Unit Owner of Unit 1's interest in Unit 1.

Section 6 is hereby amended to read as follows:

"6. LIMITED COMMON ELEMENTS. The Storage Parcels shall be Limited Common Elements with one Storage Parcel being appurtenant to a designated Unit, as shown on Exhibit "B-5" attached hereto, except the Unit 1 Storage Parcel may be owned in fee simple by the owner of Unit 1 as set forth herein. The Storage Parcels consist of raw land surfaced with a layer of crushed limestone, bordered by a chain link fence. The Storage Parcels, including the grounds and fencing thereof, shall be maintained by the appurtenant Unit Owner, and not by the Association. The Storage Parcels shall not be used for the construction of building improvements, the storage of hazardous materials or fuels (provided that fuel storage shall be permitted on the Storage Parcel appurtenant to Unit 1 provided that same is conducted in full accordance and compliance with all applicable laws, codes and ordinances), or for motor vehicle repair or painting. Storage Parcels may be paved by the appurtenant Unit Owner. Subject to the prior written consent of the Board of Directors, upon its review of such plans and specifications therefor as the Board of Directors may require, the Storage Parcels may be used for the placement of storage racks, storage containers or similar facilities provided that the Unit Owner shall obtain all governmental permits and approvals therefor. Further Notwithstanding the foregoing or anything to the contrary elsewhere in this Declaration, as same may be amended from time to time, the Unit 1 Storage Parcel may be used for any purpose related to the businesses operated from Unit 1, which businesses may include but are not limited to a land clearing business, a land paving business, and an asphalt production business. Such use may include but not be limited to storage and parking of: land clearing vehicles, equipment and materials; land paving vehicles, equipment and materials; and an asphalt production plant. Any such use of Unit 1 or the Unit 1 Storage Parcel is subject to approval by the applicable governmental agencies. In the event that adjoining Units having Storage Parcels are under common ownership or owners of the adjoining Units so desire, they may remove interior fence lines to facilitate their use of the Storage Parcels, provided that such removal shall not change the boundary of any Storage Parcel as shown on Exhibit "B-5", and further provided that on or before the transfer of title to one or more of such adjoining Units, the selling Unit Owner shall, at its expense, replace such fencing in the position it existed prior to its removal

Section 9 is hereby amended to read as follows:

"9. RESTRAINT UPON SEPARATION AND PARTITION OF COMMON ELEMENTS. The undivided share in the Common Elements which are appurtenant to a Unit shall

not be separated therefrom and shall pass with the title to the Unit, whether or not separately described. A share in the Common Elements appurtenant to a Unit may not be conveyed or encumbered except together with the Unit. The share in the Common Elements appurtenant to each Unit shall remain undivided, and no action for partition of the Common Elements shall lie. For the avoidance of doubt, the Unit 1 Storage Parcel may be transferred to the Unit Owner of Unit 1 to own and hold in fee simple.

Section 10 is hereby amended to read as follows:

"10. PERCENTAGE OWNERSHIP OF COMMON ELEMENTS AND SHARING OF COMMON EXPENSES AND COMMON SURPLUS. The undivided share in the Common Elements appurtenant to each Unit, the percentage and manner of sharing Common Expenses, and the percentage of owning Common Surplus attributable to each Unit is shown on Exhibit "B-3" attached hereto and incorporated herein by reference. The respective undivided interests, as set forth in Exhibit "B-3", have been established, giving effect to numerous criteria, and cannot be changed, altered or amended except as provided in this Declaration or the Condominium Act. For the avoidance of doubt, Storage Parcel 1 is the sole maintenance obligation of the Unit Owner of Unit 1 pursuant to Section 15.1(a), and private ownership of Storage Parcel 1 by the Unit Owner of Unit 1 does not alter the percentage and manner of sharing Common Expenses among the Units. Upon Phase 2, Phase 3-A or Phase 3-B being submitted to condominium ownership with the maximum number of Units able to be constructed and becoming a part of this Condominium as provided in this Declaration, each Unit then part of the Condominium shall have as an appurtenance an undivided share in the Common Elements and Common Surplus and shall share in Common Expenses as further set forth or established in accordance with a modification to Exhibit "B-3, subject to further change based upon the Developer's right to make modifications to Phase 2, Phase 3-A and Phase 3-B and the Units thereof as provided in Paragraph 3 hereof.

**REMAINDER OF THIS PAGE INTENTIONALLY BLANK
-SIGNATURE PAGES FOLLOW-**

WE HEREBY CERTIFY that the attached Amendments were duly adopted as amendments to the Amended and Restated Declaration of Condominium of Palm City Storage Complex Condominium, a commercial condominium recorded in Official Records Book 2898, at Page 1592, of the Public Records of Martin County, Florida.

Witnesses:

[Signature]

Elizabeth Hankhaus
Print Name

Cristy Ward

Cristy L. Ward
Print Name

PALM CITY STORAGE COMPLEX
CONDOMINIUM ASSOCIATION, INC., a
Florida not-for-profit corporation

By: [Signature]

Print: Robert P. Flowers

As: President

STATE OF FLORIDA
COUNTY OF Leon

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 6th day of Oct, 2022, by Robert Flowers, as President of PALM CITY STORAGE COMPLEX CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation. He is ☒ personally known or ☐ has produced _____ as identification.

(Notary Seal)



[Signature]
Notary Public
Printed Name: Elizabeth Walker
My Commission Expires: June 16, 2026

CONSENT OF OWNER OF UNIT 1

The undersigned hereby joins in and consents and agrees to the foregoing amendments to the Amended and Restated Declaration of Condominium of Palm City Storage Complex Condominium, a commercial condominium recorded in Official Records Book 2898, at Page 1592, of the Public Records of Martin County, Florida.

Witnesses:

Elizabeth Henkhaus
 Print Name
Curtis Ward
Cristy Ward
 Print Name

C.W. ROBERTS CONTRACTING, INCORPORATED, a Florida corporation

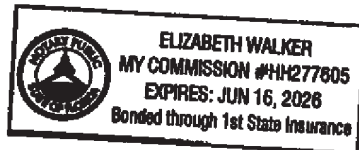
By: *Robert P. Flowers*Print: Robert P. FlowersIts: PresidentDated: 10/6/2022

STATE OF FLORIDA
COUNTY OF Leon

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 6th day of October, 2022, by Robert Flowers, as President of **C.W. ROBERTS CONTRACTING, INCORPORATED**. 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 6th day of October, 2022.

(NOTARY SEAL)



Elizabeth Walker
 Notary Public

Printed Name: Elizabeth WalkerMy Commission Expires: June 16, 2026



Prepared by:

Christen Spake, Esq.
McCarthy, Summers, Wood, Norman, Melby & Schultz, P.A.
2400 SE Federal Highway, 4th Floor
Stuart, Florida 34994
Ph: 772-286-1700
File Number: 02764404

Parcel Identification No.: 07-38-40-003-000-00001-0

(space above this line for recording data)

Warranty Deed

THIS WARRANTY DEED, made this 30th day of September, 2022, by **PALM CITY STORAGE COMPLEX CONDOMINIUM ASSOCIATION, INC.**, a Florida not-for-profit corporation, whose mailing address is 3372 Capital Circle NE, Tallahassee, FL 32308 ("Grantor"), to **C.W. ROBERTS CONTRACTING, INCORPORATED**, a Florida corporation, whose mailing address is 3660 Hartsfield Road, Tallahassee, FL 32303 (collectively, "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:

Unit 1 Storage Parcel of Palm City Storage Complex Condominium, according to the declaration of condominium thereof recorded in Official Records Book 2788, Page 1617, as amended and restated in Official Records Book 2898, Page 1592, of the public records of Martin County, Florida, and as may be amended from time to time.

Subject to taxes for 2022, and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any; provided this shall not serve to reimpose same.

And said 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; and said Grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons claiming by, through or under said Grantor.

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

This is a conveyance of unencumbered property with no change of beneficial ownership and no exchange of value. Pursuant to Crescent Miami Center, LLC v. Florida Department of Revenue SC03-2063,05/19/2005, and subsequent Technical Assistance Advisements issued by the State of Florida Department of Revenue, only minimum documentary stamp tax is due.

SIGNATURE PAGE FOLLOWS

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

Witnesses:

[Signature]

Elizabeth Henkhaus
Print Name

Cathy Ward

Cristy L Ward
Print Name

PALM CITY STORAGE COMPLEX
CONDOMINIUM ASSOCIATION, INC., a
Florida not-for-profit corporation

By: [Signature]

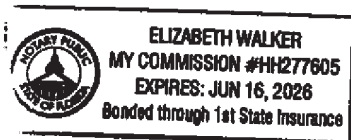
Print: Robert P. Flowers

As: President

STATE OF FLORIDA
COUNTY OF Leon

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 4th day of Oct, 2022, by Robert Flowers, as President of PALM CITY STORAGE COMPLEX CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation. He is ☒ personally known or ☐ has produced _____ as identification.

(Notary Seal)



Elizabeth Walker
Notary Public
Printed Name: Elizabeth Walker
My Commission Expires: June 16, 2026

**CONSENT TO ACTION BY MEMBERS AND DIRECTORS
IN LIEU OF MEETING BY THE
PALM CITY STORAGE COMPLEX CONDOMINIUM ASSOCIATION, INC.**

I. Action by Members

The undersigned, representing 100% of all votes of the members of Palm City Storage Complex Condominium Association, Inc., a Florida not-for-profit corporation (the "Association"), hereby waive notice of special meeting and take the following action by written agreement without a meeting pursuant to the Association's governing documents and Florida law:

WHEREAS, the Amended and Restated Declaration of Condominium of Palm City Storage Complex Condominium, a commercial condominium (the "Declaration") was recorded in Official Records Book 2898, at Page 1592, of the Public Records of Martin County, Florida, amending and restating the original Declaration of Condominium of Palm City Storage Complex Condominium, a commercial condominium recorded at Official Records Book 2788, at Page 1617; and

WHEREAS, the undersigned are all members of the Association; and

WHEREAS, the undersigned have determined that it is necessary and proper to amend the Declaration; and

WHEREAS, pursuant to Section 24 of the Declaration, the undersigned hereby consent, ratify, and agree to amending the Declaration as set forth in Certificate of Amendments to the Amended and Restated Declaration of Condominium of Palm City Storage Complex Condominium, a commercial condominium attached as **Exhibit "1"** and incorporated herein by this reference; and;

WHEREAS, the undersigned have determined that it is appropriate to deed the Unit 1 Storage Parcel to the Unit Owner of Unit 1 of the Condominium, at said Unit Owner's election in accordance with the Declaration, as amended; therefore it is


RESOLVED, that the attached Exhibit 1 shall amend the Declaration; and it is

FURTHER RESOLVED, that the Board of Directors of the Association shall approve and ratify the attached Exhibit 1; and it is

FURTHER RESOLVED, that the Board of Directors of the Association shall consent, ratify, and agree to transfer of title to the Unit 1 Storage Parcel from the Association to C.W. ROBERTS CONTRACTING, INCORPORATED, a Florida corporation ("Transferee") at Transferee's election.

The undersigned members further direct that this Written Consent shall take effect as of the date set forth below and shall be filed in the minute book of the Association.

IN WITNESS WHEREOF, the undersigned members have executed this Consent to Action by Members and Directors in Lieu of Meeting by the Palm City Storage Complex Condominium Association, Inc., dated as of October 6th, 2022.

C.W. ROBERTS CONTRACTING,
INCORPORATED, a Florida corporation
 By: 
 Print: Robert Flowers
 Its: President
 Dated: 10/6/2022

II. Action by Directors/Officers

The undersigned, being all of the members of the Board of Directors of the Association, hereby consent and subscribe to the following acts and resolutions in lieu of holding a formal special meeting regarding the same, pursuant to the Association's governing documents and Section 617.1201, Florida Statutes:

WHEREAS, the Amended and Restated Declaration of Condominium of Palm City Storage Complex Condominium, a commercial condominium (the "Declaration") was recorded in Official Records Book 2898, at Page 1592, of the Public Records of Martin County, Florida, amending and restating the original Declaration of Condominium of Palm City Storage Complex Condominium, a commercial condominium recorded at Official Records Book 2788, at Page 1617; and

WHEREAS, in accordance with Section 24 of the Declaration, not less than seventy-five percent (75%) of all the votes entitled to be cast by all of the Members have been cast in favor of approving the attached Exhibit 1 as an amendment to the Declaration; and

WHEREAS, in accordance with the Declaration, as amended, the Association has elected to deed the Unit 1 Storage Parcel to the Unit Owner of Unit 1 of the Condominium, at said Unit Owner's election; therefore it is

RESOLVED, that the attached Exhibit 1 shall amend the Declaration; and it is

FURTHER RESOLVED, that the sale of the Unit 1 Storage Parcel to the Transferee, at Transferee's election, is hereby approved; and it is

FURTHER RESOLVED, the President of the Association is hereby authorized and directed, in the name of and on behalf of the Association, to take or cause to be taken any and all action to execute and deliver any and all agreements, certificates, instructions, notices plats, deeds, and other documents (all of which are to be in the form and substance as the officer executing the same may, upon advice of counsel, deem necessary or desirable, the execution thereof by such officer to be conclusive evidence of the approval of such form and substance by such officer) and to take any and all actions which in their discretion they may deem to be necessary or desirable to effectuate the foregoing resolutions and to carry out the purposes thereof.

The undersigned further directs that this Written Consent shall take effect as of the date set forth below and shall be filed in the minute book of the Association.

IN WITNESS WHEREOF, the undersigned Directors of the Palm City Storage Complex Condominium Association, Inc., a Florida not-for-profit corporation, have executed Consent in Lieu of a Special Meeting dated as of 6 October, 2022.

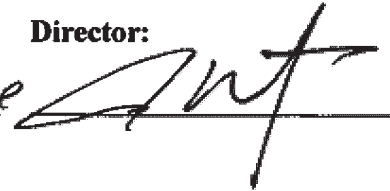
Director:



Director:



Director:





This Instrument Prepared by and Return to:

Paul F. Turner, Jr., Esq.
Johnston Hinesley PC.
291 North Oates Street
Dothan, Alabama 36303
(334) 793-1115
Parcel I.D. Nos.: 073840001000001000

SPECIAL WARRANTY DEED

This Special Warranty Deed is executed this 30 day of September, 2019, by **R J M Development, LLC**, a Florida limited liability company with a mailing address of 8530 SW Jayme Way, Palm City, Florida 34990 ("Grantor"), to and in favor of **C.W. Roberts Contracting, Incorporated**, a Florida corporation whose mailing address is 3372 Capital Circle NE, Tallahassee, Florida 32308 ("Grantee"). Wherever used herein, the terms "Grantor" and "Grantee" shall include all parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.

WITNESSETH: That the said Grantor, for and in consideration of ten dollars (\$10.00) and other good and valuable consideration in hand paid to Grantor by the said Grantee, the receipt whereof is hereby acknowledged, does hereby bargain, sell, convey, transfer unto the said Grantee and Grantee's heirs, successors and assigns forever, the following described real property, situated, lying and being in Martin County, Florida, to wit:

Parcel 10, SEVEN J's SUBDIVISION, according to the plat thereof as recorded in Plat Book 15, page 97, of the public records of Martin County, Florida.

Subject to covenants, restrictions, and easements of record and taxes for the current year and subsequent years.

TO HAVE AND TO HOLD, the same in fee simple forever.

Grantor hereby warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but against none other.

[Signature page follows.]

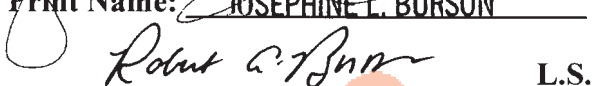
IN WITNESS WHEREOF, the said Grantor has caused this instrument to be signed and sealed the day and year first above written.

R J M DEVELOPMENT, LLC


Don R. Mancil, Jr., Manager

Signed, sealed and delivered in presence of:

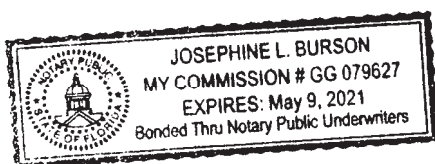

 Print Name: JOSEPHINE L. BURSON L.S.


 Print Name: Robert A. Burson L.S.

STATE OF FLORIDA)

COUNTY OF MARTIN)

The foregoing instrument was acknowledged before me this 30 day of September 2019, by **Don R. Mancil, Jr.**, as Manager of R J M Development, LLC. He is personally known to me or has produced _____ as identification.




Notary Public

JOSEPHINE L. BURSON

Notary Public Printed Signature

My Commission Expires: 5-9-2021

LEGAL DESCRIPTION

CWR CONTRACTING, INC.

Parcel ID: 07-38-40-001-000-00100-0 (PARCEL 10) 4.17 ACRES
07-38-40-003-000-00001-0 (PHASE 1) 7.02 ACRES
07-38-40-003-000-00040-0 (PHASE 2) .89 ACRES
07-38-40-003-000-00020-0 (PHASE 3B) .87 ACRES

(PARCEL 10), PARCEL 10 - SEVEN J S (PB 15 PG 97)

(PHASE 1), PHASE 1 UNDEVELOPED AND COMMON AREA/ELEMENTS OF PALM CITY STORAGE COMPLEX CONDOMINIUM ACCORDING TO THE DECLARATION OF CONDOMINIUM THEREOF AS RECORDED IN OR 2788/1617 AS AMENDED IN OR 2898/1592 (ASPHALT PLANT)

(PHASE 2), PHASE 2 BUILDING 4 & BUILDING 5 OF PALM CITY STORAGE COMPLEX CONDOMINIUM ACCORDING TO THE DECLARATION OF CONDOMINIUM THEREOF AS RECORDED IN OR 2788/1617 AS AMENDED IN OR 2898/1592

(PHASE 3B) PHASE 3B- BUILDING 2 OF PALM CITY STORAGE COMPLEX CONDOMINIUM ACCORDING TO THE DECLARATION OF CONDOMINIUM THEREOF AS RECORDED IN OR 2788/1617 AS AMENDED IN OR 2898/1592

(REF. MARTIN COUNTY PROPERTY APPRAISER)P



This Instrument Prepared by and Return to:

Paul F. Turner, Jr., Esq.
Johnston, Hinesley, Flowers, Clenney & Turner, P.C.
291 North Oates Street
Dothan, Alabama 36303
(334) 793-1115
Parcel I.D. Nos.: 073840003000000200
 073840003000000400

SPECIAL WARRANTY DEED

This Special Warranty Deed is executed this 30th day of September, 2019, by **R J M Development, LLC**, a Florida limited liability company with a mailing address of 8530 SW Jayme Way, Palm City, Florida 34990 ("Grantor"), to and in favor of **C.W. Roberts Contracting, Incorporated**, a Florida corporation whose mailing address is 3372 Capital Circle NE, Tallahassee, Florida 32308 ("Grantee"). Wherever used herein, the terms "Grantor" and "Grantee" shall include all parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.

WITNESSETH: That the said Grantor, for and in consideration of ten dollars (\$10.00) and other good and valuable consideration in hand paid to Grantor by the said Grantee, the receipt whereof is hereby acknowledged, does hereby bargain, sell, convey, transfer unto the said Grantee and Grantee's heirs, successors and assigns forever, the following described real property, situated, lying and being in Martin County, Florida, to wit:

See "**Exhibit A**" for a legal description of the real property.

Subject to covenants, restrictions, and easements of record and taxes for the current year and subsequent years.

This conveyance is further subject to the Declaration of Condominium for Palm City Storage Complex Condominium, as recorded in the Official Records Book 2788, Page 1617, as amended and restated in Official Records Book 2898, Page 1592, Public Records of Martin County, Florida, as may be further amended from time to time, and by the acceptance of this Special Warranty Deed, Grantee agrees to be bound by the terms and provisions contained in the aforementioned Declaration of Condominium, as the same may be amended from time to time, including, but not limited to, the terms and provisions contained therein providing for the levy and payment of assessments.

This conveyance is further subject to that certain Easements and Agreement recorded in Official Records Book 2792, Page 2556, of the Public Records of Martin County, Florida.

TO HAVE AND TO HOLD, the same in fee simple forever.

Grantor hereby warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but against none other.

IN WITNESS WHEREOF, the said Grantor has caused this instrument to be signed and sealed the day and year first above written.

R J M DEVELOPMENT, LLC


Don R. Mancil, Jr., Manager

Signed, sealed and delivered in presence of:

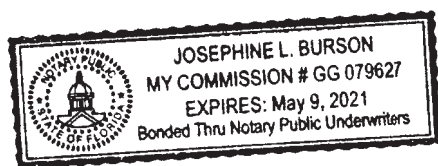
 L.S.
Print Name: Robert A. Burson

 L.S.
Print Name: JOSEPHINE L. BURSON

STATE OF FLORIDA)

COUNTY OF MARTIN)

The foregoing instrument was acknowledged before me this 30 day of September 2019, by **Don R. Mancil, Jr.**, as Manager of R J M Development, LLC. He is personally known to me or has produced _____ as identification.




Notary Public

JOSEPHINE L. BURSON

Notary Public Printed Signature

My Commission Expires: 5-9-2021

EXHIBIT A**I. PALM CITY STORAGE COMPLEX CONDOMINIUM – PHASE 2**

A PARCEL OF LAND BEING A PORTION OF PARCEL 11, OF THE PLAT OF SEVEN J'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 15, PAGE 97, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA. SAID PARCEL BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 11;

THENCE S 10° 34' 04" W ALONG THE WEST LINE OF SAID LOT 11, A DISTANCE OF 131.33 FEET TO AN INTERSECTION WITH THE WESTERLY LIMIT OF SAID PARCEL 11;

THENCE ALONG THE WESTERLY LIMIT OF SAID PARCEL 11 FOR THE FOLLOWING EIGHT (8) COURSES

- (1) N 71° 12' 12" E, A DISTANCE OF 64.15 FEET;
- (2) S 47° 13' 58" E, A DISTANCE OF 106.98 FEET;
- (3) S 36° 44' 08" E, A DISTANCE OF 12.67 FEET;
- (4) S 71° 13' 39" E, A DISTANCE OF 42.24 FEET;
- (5) N 53° 10' 51" E, A DISTANCE OF 68.29 FEET;
- (6) S 71° 11' 36" E, A DISTANCE OF 51.21 FEET;
- (7) N 89° 17' 26" E, A DISTANCE OF 65.50 FEET;
- (8) S 37° 20' 31" E, A DISTANCE OF 197.39 FEET;

THENCE DEPARTING SAID WESTERLY LIMIT, N 85° 16' 21" E, A DISTANCE OF 110.61 FEET TO THE POINT OF BEGINNING;

THENCE N 85° 40' 32" E, A DISTANCE OF 33.09 FEET;

THENCE N 89° 46' 01" E, A DISTANCE OF 151.43 FEET;

THENCE S 17° 35' 28" W, A DISTANCE OF 31.44 FEET;

THENCE N 89° 50' 13" W, A DISTANCE OF 20.00 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 15.00 FEET AND A CENTRAL ANGLE OF 90° 00' 00";

THENCE SOUTHWESTERLY ALONG THE ARC A DISTANCE OF 23.56 FEET;

THENCE S 00° 09' 47" W, A DISTANCE OF 133.64 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 15.00 FEET AND A CENTRAL ANGLE OF 90° 00' 00";

THENCE SOUTHEASTERLY ALONG THE ARC A DISTANCE OF 23.56 FEET;

THENCE S 89° 50' 13" E, A DISTANCE OF 20.00 FEET;

THENCE S 00° 09' 47" W, A DISTANCE OF 16.36 FEET;

THENCE S 89° 50' 13" E, A DISTANCE OF 69.96 FEET;

THENCE S 00° 03' 39" W, A DISTANCE OF 44.00 FEET;

THENCE N 89° 50' 13" W, A DISTANCE OF 153.04 FEET;

THENCE N 01° 31' 18" E, A DISTANCE OF 17.01 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 2.50 FEET;

THENCE NORTHWESTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 90° 00' 00", A DISTANCE OF 3.93 FEET;

THENCE N 89° 50' 13" W, A DISTANCE OF 19.00 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 40.50 FEET AND A CENTRAL ANGLE OF 71° 01' 11";

THENCE NORTHWESTERLY ALONG THE ARC A DISTANCE OF 50.20 FEET TO A POINT OF REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 4.50 FEET AND A CENTRAL ANGLE OF 71° 01' 11";

THENCE NORTHWESTERLY ALONG THE ARC, A DISTANCE OF 5.58 FEET;

THENCE N 89° 50' 13" W, A DISTANCE OF 28.12 FEET;

THENCE N 00° 21' 16" E, A DISTANCE OF 200.50 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 38,922 SQUARE FEET OR 0.89 ACRES, MORE OR LESS.

II. PALM CITY STORAGE COMPLEX CONDOMINIUM - PHASE 3B

A PARCEL OF LAND BEING A PORTION OF PARCEL 11, OF THE PLAT OF SEVEN J'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 15, PAGE 97, OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA. SAID PARCEL BEING MORE PARTICULARLY BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL 11;

THENCE ALONG THE NORTHERLY LIMITS OF SAID PARCEL 11 FOR THE FOLLOWING THREE (3) COURSES;

- (1) N 89° 08' 56" E, A DISTANCE OF 99.15 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 150.00 FEET AND A CENTRAL ANGLE OF 31° 58' 07";
- (2) EASTERLY ALONG THE ARC A DISTANCE OF 83.69 FEET;

(3) S 70° 52' 08" E, A DISTANCE OF 337.04 FEET;

THENCE S 19° 07' 52" W, A DISTANCE OF 54.00 FEET TO THE POINT OF BEGINNING;

THENCE S 70° 52' 08" E, A DISTANCE OF 308.00 FEET;

THENCE S 19° 07' 52" W, A DISTANCE OF 72.00 FEET;

THENCE S 01° 40' 57" W, A DISTANCE OF 19.16 FEET;

THENCE S 89° 46' 01" W, A DISTANCE OF 151.43 FEET;

THENCE N 70° 52' 39" W, A DISTANCE OF 65.38 FEET;

THENCE N 19° 07' 52" E, A DISTANCE OF 8.00 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 12.00 FEET AND A CENTRAL ANGLE OF 90° 00' 00";

THENCE NORTHWESTERLY ALONG THE ARC A DISTANCE OF 18.85 FEET;

THENCE N 70° 52' 08" W, A DISTANCE OF 81.80 FEET;

THENCE N 39° 30' 40" W, A DISTANCE OF 11.35 FEET;

THENCE N 19° 07' 52" E, A DISTANCE OF 32.59 FEET;

THENCE N 17° 25' 35" E, A DISTANCE OF 67.23 FEET;

THENCE N 19° 07' 52" E, A DISTANCE OF 14.80 FEET TO THE POINT OF BEGINNING.

CONTAINING 37,775 SQUARE FEET OR 0.867 ACRES, MORE OR LESS.

CW Roberts Contracting, Inc.
P.O. Box 16279
Tallahassee, FL 32317

AGENT CONSENT FORM

Project Name: Seven Js 10&11 -CWR Asphalt


Parcel ID: 07-38-40-001-000-00100-0, 07-38-40-003-000-00020-0,
07-38-40-003-000-00040-0, 07-38-40-003-00020-0

BEFORE ME THIS DAY PERSONALLY APPEARED Daniel A Hoyt, WHO BEING DULY SWORN, DEPOSES AND SAYS THE FOLLOWING:

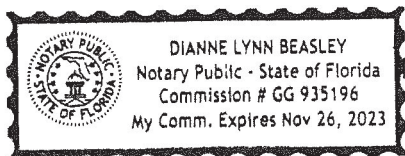
I hereby give CONSENT to Engineering Design & Construction, Inc. to act on my behalf, to submit or have submitted applications and all required material and documents, and to attend and represent me at all meetings and public hearings pertaining all City, County and State permits for completion of the project indicated above. Furthermore, I hereby give consent to the party designated above to agree to all terms and conditions which may arise as part of the approval of this application for the proposed use of a commercial development.

FURTHER AFFIANT SAYETH NOT.

The foregoing instrument was acknowledged before me this 17th day of October, 2023, by Daniel A Hoyt (Name of Person Acknowledging) who is personally known to me or who has produced _____ (type of identification) as identification and who did (did not) take an oath.

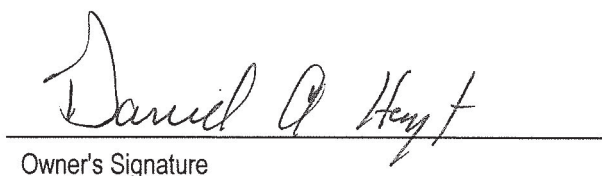

Notary Signature

Printed Name of Notary



(Notary Seal)

My commission expires


Owner's Signature

Daniel A Hoyt

Owner's Name

8530 SW Jayme Way

Street Address

Palm City, FL 34990

City, State, Zip

772.288.0983

Telephone / Email

**ACTION BY UNANIMOUS WRITTEN CONSENT
OF THE BOARD OF DIRECTORS OF
C.W. ROBERTS CONTRACTING, INCORPORATED**

March 18, 2022

The undersigned, being all of the members of the Board of Directors (the "Board") of C.W. Roberts Contracting, Incorporated, a Florida corporation (the "Company"), as permitted by the laws of the State of Florida, hereby waive notice and call for a meeting of the Board and consent in writing to the following resolutions in lieu of a meeting of the Board. The following resolutions are approved of and adopted to the same extent, and have the same force and effect, as if adopted at a special meeting of the Board duly called and held for the purpose of acting upon and adopting such resolutions.

RESOLVED, that the following officers are elected and qualified to serve in the capacities set forth below, to serve in such respective capacities until their successors are duly elected and qualified, effective for all purposes as of the date first above written:

<i>Name</i>	<i>Office</i>
Ned N. Fleming, III	Chairman of the Board
Fred J. Smith, III	Chief Executive Officer
Robert P. Flowers	President
Mark R. Matteson	Vice President / Treasurer
Alan Palmer	Vice President
Gregory A. Hoffman	Vice President
Stuart Savoy	Vice President
Christopher M. Riley	Vice President
James A. Strain	Vice President
M. Brett Armstrong	Vice President
James W. Moretz	Vice President
Darryl C. Finch	Vice President
Matthew Steele	Vice President of Accounting / Assistant Secretary
Robert Delisle	Secretary
J. Ryan Brooks	Assistant Secretary

RESOLVED FURTHER, that the following officers are authorized to execute contracts, purchase orders, payment applications, bids, bid bonds, lien waivers, bond waivers and similar documents on behalf of the Company, pursuant to which the commitment or liability of the Company does not exceed \$5,000,000 as to any contract, purchase order, payment application, bid, bid bond, lien waiver, bond waiver or similar document:

Richard Straily	Area Manager
Timothy Kruger	Area Manager
Matthew Carden	Area Manager
Evan Dicenso	Area Manager
Jeremy Powell	Area Manager
Dan Hoyt	Area Manager
David Vaught	Authorized Representative

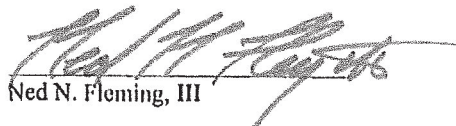
RESOLVED FURTHER, that the officers of the Company are authorized, empowered and directed to execute and deliver all other instruments, documents and certificates and to do all other things and acts as may be, in their sole judgment, necessary, proper or advisable in order to carry out and comply with the purposes and intent of the foregoing resolutions; and that all of the acts and deeds of the officers of the Company that are consistent with the intent of such resolutions are hereby approved, ratified, confirmed and adopted in all respects as the acts and deeds of the Company;

RESOLVED FURTHER, that this consent may be executed in multiple counterparts, all of which shall be considered one and the same consent; and

RESOLVED FURTHER, that this consent may be executed by facsimile, telecopy or other reproduction, or any other manner permitted under Florida law, and such execution shall be considered valid, binding and effective for all purposes.

[Signature page follows.]

IN WITNESS WHEREOF, the undersigned, constituting all of the members of the Board, have hereunto set their respective hands as of the date set forth above.


Ned N. Fleming, III

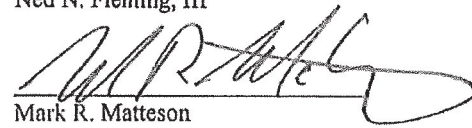
Mark R. Matteson

Charles E. Owens

Fred J. Smith, III

IN WITNESS WHEREOF, the undersigned, constituting all of the members of the Board, have hereunto set their respective hands as of the date set forth above.

Ned N. Fleming, III



Mark R. Matteson

Charles E. Owens

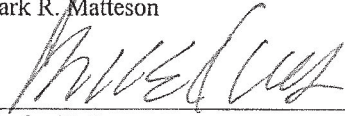
Fred J. Smith, III

IN WITNESS WHEREOF, the undersigned, constituting all of the members of the Board, hereunto set their hand and seal as of the date first written above.

BOARD OF DIRECTORS:

Ned N. Fleming, III

Mark R. Matteson



Charles E. Owens

Fred J. Smith, III

IN WITNESS WHEREOF, the undersigned, constituting all of the members of the Board, have hereunto set their respective hands as of the date set forth above.

Ned N. Fleming, III

Mark R. Matteson

Charles E. Owens

Fred J. Smith, III

