



# Board of County Commissioners

2401 SE Monterey Road  
Stuart, Florida 34996

## Agenda Item Summary

DPQJ-1  
COUNTY  
EXHIBIT # 1

File ID: 20-0666

DPQJ-1

Meeting Date: 5/19/2020

**PLACEMENT:** Departmental - Quasi-Judicial

**TITLE:**

**REQUEST FOR APPROVAL OF HOBE SOUND RETAIL SUBDIVISION PLAT (M190-006)**

**EXECUTIVE SUMMARY:**

This is a request by Palmetto Hobe Sound - SE Federal Highway LLC, for approval of the Hobe Sound Retail plat, consistent with the approved final site plan for a two-lot commercial subdivision of approximately 3.15 acres with shared infrastructure consisting of upland preserve and shared access. The site is located on the east side of US-1 approximately 1,400 feet north of SE Bridge Road in Hobe Sound.

**DEPARTMENT:** Growth Management

**PREPARED BY:** Name: Matt Stahley  
Title: Senior Planner

**REQUESTED BY:** Eric Presnell, Agent; Palmetto Hobe Sound- SE Federal Highway, LLC, Owner

**PRESET:**

**PROCEDURES:** Quasi-Judicial

FILED FOR RECORD  
COMMISSION RECORDS  
MARTIN COUNTY, FL  
Date 5/19/2020  
CAROLYN TIMMANN  
CLERK OF CIRCUIT COURT  
By MKV D.C.

**BACKGROUND/RELATED STRATEGIC GOAL:**

This is a request by Palmetto Hobe Sound - SE Federal Highway LLC, for approval of a plat, consistent with the approved final site plan of a two-lot commercial subdivision of approximately 3.15 acres with shared infrastructure consisting of upland preserve and shared access. The site is located on the east side of US-1 approximately 1,400 feet north of SE Bridge Road within the Hobe Sound CRA. Included with this application is a request for a Certificate of Public Facilities Exemption.

Proposed is the creation of two commercial lots to accommodate proposed commercial development on both lots and supporting infrastructure. The site is undeveloped and contains rare and unique upland habitat, so the site plan and plat of the subdivision include the establishment of upland preserve area separately from the commercial lots.

The Hobe Sound Retail Subdivision development was approved on February 12, 2020, via a Minor Development Order. The plat of this development shall be consistent with the approved final site plan and with the requirements of Division 21, Article 4, Land Development Regulations, Martin County, Fla.

The Local Planning Agency (LPA) was not required to hear this plat application and final action on this application is required by the Board of County Commissioners (BCC) in a public meeting pursuant to Table 10.5.F.9., Section 10.5.F., LDR, Martin County, Fla. (2019).

The following supporting materials are provided attached to this agenda item:

- Staff Report
- Plat
- Approved Final Site Plan
- Application Materials
- Sign Posting Certification
- Financial Disclosure Affidavit
- Draft Resolution for Denial of Plat

The Draft Contract for Construction of Required Improvements and Infrastructure will be submitted by Supplemental Memorandum.

**ISSUES:**

None

**LEGAL SUFFICIENCY REVIEW:**

Because this request involves the application of a policy to a specific application and site, it is a quasi-judicial decision. Quasi-judicial proceedings, parties are entitled- as a matter of due process-to cross-examine witnesses, present evidence, demand that witnesses testify under oath, and demand a decision that is based on a correct application of the law and competent substantial evidence in the record.

**RECOMMENDED ACTION:**

**RECOMMENDATION**

1. Move that the Board receive and file the Agenda Item Summary and all attachments including the staff report for the record as Exhibit 1.
2. Move that the Board approve the Plat for Hobe Sound Retail Subdivision including the contract for construction of required improvements and infrastructure.

**ALTERNATIVE RECOMMENDATIONS**

- 2A. Move that the Board Continue the Hobe Sound Retail Subdivision Plat to a date certain.
- 2B. Move that the Board deny the Hobe Sound Retail Subdivision Plat and adopt the resolution of denial setting forth the reasons for denial.

**FISCAL IMPACT:**

**RECOMMENDATION**

The applicant has paid the review fee of \$13,600 and the sufficiency review fee of \$290.

Funding Source	County Funds	Non-County Funds
----------------	--------------	------------------

<b>Subtotal</b>		
<b>Project Total</b>		

## ALTERNATIVE RECOMMENDATIONS

None

## DOCUMENT(S) REQUIRING ACTION:

- ☐ Budget Transfer / Amendment
 ☐ Chair Letter
 ☒ Contract / Agreement  
☐ Grant / Application
 ☐ Notice
 ☐ Ordinance
 ☐ Resolution  
☒ Other: Plat

This document may be reproduced upon request in an alternative format by contacting the County ADA Coordinator (772) 320-3131, the County Administration Office (772) 288-5400, Florida Relay 711, or by completing our accessibility feedback form at [www.martin.fl.us/accessibility-feedback](http://www.martin.fl.us/accessibility-feedback) <<http://www.martin.fl.us/accessibility-feedback>>.



# MARTIN COUNTY, FLORIDA DEVELOPMENT REVIEW

## STAFF REPORT

### *A. Application Information*

## HOBE SOUND RETAIL SUBDIVISION PLAT

Applicant:	Palmetto Hobe Sound – SE Federal Highway, LLC
Property Owner:	Palmetto Hobe Sound – SE Federal Highway, LLC
Agent for the Applicant:	Basepoint Surveying Inc., Eric Presnell
County Project Coordinator:	Matt Stahley, Senior Planner
Growth Management Director:	Nicki van Vonno, AICP
Project Number:	M190-006
Record Number:	DEV2019110003
Report Number:	2020_0422_M190-006_DRT_Staff_Final.docx
Application Received:	02/10/2020
Transmitted:	02/14/2020
Staff Report Issued:	03/06/2020
Joint Workshop:	03/19/2020
Resubmittal Received:	03/27/2020
Staff Report Issued:	04/22/2020

This document may be reproduced upon request in an alternative format by contacting the County ADA Coordinator (772) 320-3131, the County Administration Office (772) 288-5400, Florida Relay 711, or by completing our accessibility feedback form at [www.martin.fl.us/accessibility-feedback](http://www.martin.fl.us/accessibility-feedback).

### *B. Project description and analysis*

This is a request by Palmetto Hobe Sound - SE Federal Highway LLC, for approval of a plat, consistent with the approved final site plan of a two-lot commercial subdivision of approximately 3.15 acres with shared infrastructure consisting of upland preserve and shared access. The site is located on the east side of US-1 approximately 1,400 feet north of SE Bridge Road within the Hobe Sound CRA. Included with this application is a request for a Certificate of Public Facilities Exemption.

Proposed is the creation of two commercial lots, with proposed commercial development on both lots, and supporting infrastructure. The site is undeveloped and contains rare and unique upland habitat, so the site plan and plat of the subdivision include the establishment of upland preserve area separately from the commercial lots. The applicant has indicated that the 3.15-acre lot proposed for subdivision shall be created via a lot line adjustment with the property to the south.

The Hobe Sound Retail Subdivision development was approved on February 12, 2020, via a Minor Development Order. The plat of this development shall be consistent with the approved final site plan and with the requirements of Division 21, Article 4, Land Development Regulations, Martin County, Fla.

(2018).

### **C. Staff recommendation**

The specific findings and conclusion of each review agency related to this request are identified in Sections F through T of this report. The current review status for each agency is as follows:

<b>Section</b>	<b>Division or Department</b>	<b>Reviewer</b>	<b>Phone</b>	<b>Assessment</b>
F	Comprehensive Plan	Matt Stahley	320-3047	Comply
F	ARDP	Samantha Lovelady	288-5664	N/A
G	Development Review	Matt Stahley	320-3047	Comply
H	Urban Design	Santiago Abasolo	288-5485	N/A
H	Community Redevelopment	Santiago Abasolo	288-5485	N/A
I	Property Management	Colleen Holmes	288-5794	N/A
J	Environmental	Shawn McCarthy	288-5508	Comply
J	Landscaping	Karen Sjöholm	288-5909	N/A
K	Transportation	Lukas Lambert	221-2300	N/A
L	County Surveyor	Tom Walker	288-5928	Comply
M	Engineering	Michelle Cullum	288-5512	N/A
N	Addressing	Emily Kohler	288-5692	N/A
N	Electronic File Submission	Emily Kohler	288-5692	N/A
O	Water and Wastewater	James Christ	320-3034	Comply
O	Wellfields	James Christ	320-3034	Comply
P	Fire Prevention	Doug Killane	288-5633	N/A
P	Emergency Management	Dan Wouters	219-4942	N/A
Q	ADA	Judy Lamb	221-1396	N/A
R	Health Department	Todd Reinhold	221-4090	N/A
R	School Board	Kimberly Everman	223-3105	N/A
S	County Attorney	Krista Storey	288-5443	Review Ongoing
T	Adequate Public Facilities	Matt Stahley	320-3047	Exemption

### **D. Review Board action**

This application complies with the requirements for processing a Plat, pursuant to Section 10.2.F., LDR, Martin County, Fla. (2019). As such, final action on this application will be taken by the Board of County Commissioners in a public meeting pursuant to Table 10.5.F.9., Section 10.5.F., LDR, Martin County, Fla. (2019).

Pursuant to Sections 10.1.E. and 10.2.B.2., Land Development Regulations, Martin County, Fla. (2019), it shall at all times be the applicant's responsibility to demonstrate compliance with the Comprehensive Growth Management Plan (CGMP), Land Development Regulations (LDR) and the Code.

The applicant addressed the non-compliance findings from the staff report dated March 6, 2020 with its resubmittal dated March 27, 2020. The previous staff reports and resubmittals are incorporated herein by reference.

### **E. Location and site information**

Parcel number(s) and address:



343842000089000004

Existing Zoning:

Future land use:

Gross area of site:

Unaddressed

GC, General Commercial; LC, Limited Commercial

Commercial General; Commercial Limited

3.15 acres

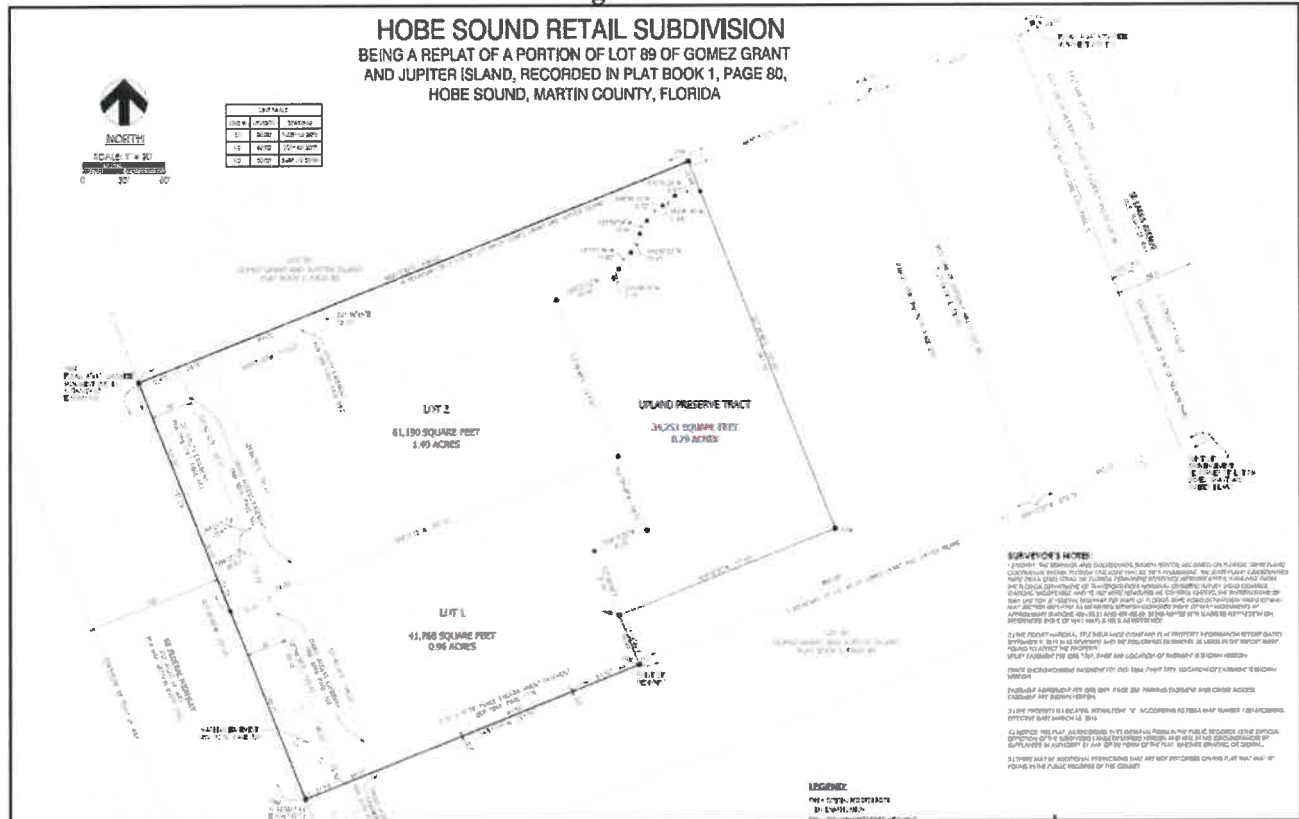
**Figure 1: Location Map**



**Figure 2: Subject Site 2019**



### Figure 3: Plat



***F. Determination of compliance with Comprehensive Growth Management Plan requirements - Growth Management Department***

### Findings of Compliance:

The Growth Management Department Development Review Division staff has reviewed the application and finds it in compliance with the applicable regulations. There are no unresolved Comprehensive Growth Management Plan requirements issues associated with this application.

***G. Determination of compliance with land use, site design standards, zoning, and procedural requirements - Growth Management Department***

### Findings of Compliance:

The Growth Management Department Development Review Division staff has reviewed the application and finds it in compliance with the applicable regulations. There are no unresolved land use, site design standards, zoning and procedural requirements issues associated with this application.

***H. Determination of compliance with the urban design and community redevelopment requirements – Community Development Department***

## Commercial Design

The proposed project is not located within the General Commercial, Limited Commercial, Commercial Office/Residential or Waterfront Commercial Future Land Use Designations. Therefore, the Commercial Design reviewer was not required to review this application. MARTIN COUNTY, FLA., LDR SECTION

4.871.B. (2016)

### **Community Redevelopment Area**

The proposed project is not located within a Community Redevelopment Area. Therefore, the Community Redevelopment Area reviewer was not required to review this application. MARTIN COUNTY, FLA., LDR ARTICLE 3, DIVISION 6 (2016)

#### ***I. Determination of compliance with the property management requirements – Engineering Department***

N/A - Staff review for compliance requirements associated with this area of regulations is not applicable to this application as currently proposed, pursuant to Section 10.1.E., LDR, Martin County, Fla. (2019)

#### ***J. Determination of compliance with environmental and landscaping requirements - Growth Management Department***

##### **Environmental**

##### **Finding of Compliance:**

The Growth Management Department Environmental Division staff has reviewed the application and finds it in compliance with the applicable land development regulations.

##### **Landscape**

##### **Finding of Compliance:**

This project is a N/A for landscaping. No landscape plans are being reviewed in association with this application for Plat. Landscape plans will be submitted and reviewed at time of Final Site Plan Review.

#### ***K. Determination of compliance with transportation requirements - Engineering Department***

These development standards were applied during staff review of the final site plan, with which the plat must be consistent. MARTIN COUNTY, FLA., LDR, SECTION 10.1.E AND ARTICLE 4, DIVISION 21 (2019)

#### ***L. Determination of compliance with county surveyor - Engineering Department***

##### **Findings of Compliance:**

This development application has been reviewed by the County Surveyor and was found to be in compliance with applicable statutes and ordinances.

#### ***M. Determination of compliance with engineering, storm water and flood management requirements - Engineering Department***

Engineering requirements are reviewed in conjunction with the Final Site Plan, with which this plat must be consistent. There are no changes proposed to the Final Site Plan, pursuant to Section 10.1.E., LDR, Martin County, Fla. (2019). Therefore, the Engineering Reviewer was not required to review this application.



***N. Determination of compliance with addressing and electronic file submittal requirements – Growth Management and Information Technology Departments***

**Addressing**

N/A - Staff review for compliance requirements associated with this area of regulations is not applicable to this application as currently proposed, pursuant to Section 10.1.E., LDR, Martin County, Fla. (2019)

**Electronic Files**

These development standards were applied during staff review of the final site plan, with which the plat must be consistent. Section 10.1.E., LDR, Martin County, Fla. (2019).

***O. Determination of compliance with utilities requirements - Utilities Department***

**Water and Wastewater Service**

**Findings of Compliance:**

This development application has been reviewed for compliance with applicable statutes and ordinances and the reviewer finds it in compliance with Martin County's requirements for water and wastewater level of service. [Martin County, Fla., LDR, Article 4, Division 6 and 7, (2016)]

**Wellfield and Groundwater Protection**

**Findings of Compliance:**

The application has been reviewed for compliance under the Wellfield Protection Program. The reviewer finds the application in compliance with the Wellfield Protection and Groundwater Protection Ordinances. [Martin County, Fla., LDR, Article 4, Division 5] (2016)

***P. Determination of compliance with fire prevention and emergency management requirements – Fire Rescue Department***

**Fire Prevention**

These development standards were applied during staff review of the final site plan, with which the plat must be consistent. MARTIN COUNTY CODE, FLA., LDR, SECTION 10.1.E AND ARTICLE 4, DIVISION 21 (2019)

**Emergency Preparedness**

These development standards were applied during staff review of the final site plan, with which the plat must be consistent. MARTIN COUNTY CODE, FLA., LDR, SECTION 10.1.E AND ARTICLE 4, DIVISION 21 (2019)

***Q. Determination of compliance with Americans with Disability Act (ADA) requirements - General Services Department***

These development standards were applied during staff review of the final site plan, with which the plat must be consistent. MARTIN COUNTY CODE, FLA., LDR, SECTION 10.1.E AND ARTICLE 4, DIVISION 21 (2019)

***R. Determination of compliance with Martin County Health Department and Martin County School Board***

**Martin County Health Department**

These development standards were applied during staff review of the final site plan, with which the plat must be consistent. MARTIN COUNTY CODE, FLA., LDR, SECTION 10.1.E AND ARTICLE 4, DIVISION 21 (2019)

**Martin County School Board**

These development standards were applied during staff review of the final site plan, with which the plat must be consistent. MARTIN COUNTY CODE, FLA., LDR, SECTION 10.1.E AND ARTICLE 4, DIVISION 21 (2019)

***S. Determination of compliance with legal requirements - County Attorney's Office***

Review Ongoing

***T. Determination of compliance with the adequate public facilities requirements - responsible departments***

The standards for a Certificate of Adequate Public Facilities Exemption (Article 5, LDR) for development and alterations or expansions to approved developments that do not create additional impacts on public facilities are met:

Development that does not create additional impact on public facilities includes:

- A. Additions to nonresidential uses that do not create additional impact on public facilities;
- B. Changes in use of property when the new use does not increase the impact on public facilities over the pre-existing use, except that no change in use will be considered exempt when the preexisting use has been discontinued for two years or more;
- C. Zoning district changes to the district of lowest density or intensity necessary to achieve consistency with the Comprehensive Growth Management Plan;
- D. Boundary plats which permit no site development.

Exempted development will be treated as committed development for which the county assures concurrency.

***U. Post-approval requirements***

Approval of the development order is conditioned upon the applicant's submittal of all required post approval documents and fees pursuant to Section 10.11., LDR, Martin County, Fla. (2019).

Please submit all of the following items in a single hard copy packet and in electronic pdf format (on disk or flash drive) with the documents arranged in the order shown in the list below. The 24" x 36" plans should be submitted rolled and in separate sets as itemized below.

**Item #1:**

Post Approval Requirements List: After approval the applicant will receive a letter and a Post Approval Requirements List that identifies the documents and fees required. The applicant will return the Post Approval Requirements List along with the required documents in a packet with the documents arranged in the order shown on the list.

**Item #2:**

Recording Costs: The applicant is responsible for all recording costs. The Growth Management Department will calculate the recording costs and contact the applicant with the payment amount required. Checks should be made payable to the Martin County Clerk of Court.

**Item #3:**

One (1) paper 24" x 36" copy of the approved plat.

**Item #4:**

A completed Notice of Subdivision Plat Filing Form to be forwarded to the State of Florida Department of Business Regulation.

**Item #5:**

Original executed Declarations of Covenants and Restrictions for the homeowner's association.

**Item #6:**

Original executed plat on Mylar or other plastic, stable material. All names, signatures, stamps, and related data must be inscribed in 'India' ink or similar indelible ink to assure permanent legibility.

**Item #7:**

One (1) digital file copy of the plat in AutoCAD 2010-2017 drawing format (.dwg). For other types of computer software that may be utilized by the applicant, a digital exchange file (.dxf) version 2004 may be substituted. The digital version of the boundary survey must match the hardcopy version as submitted.

**Item #8:**

One (1) copy of the approved cost estimate and, if changed, a revised Cost Estimate with an explanation of its change signed and sealed by the Engineer of Record licensed in the State of Florida.

**Item #9:**

Original and one (1) copy of the executed Contract for Construction of Required Improvements including the current County-approved cost estimate labeled Exhibit A and corresponding executed surety labeled as Exhibit B.

***V. Local, State, and Federal Permits***

There are no applicable Local, State and Federal Permits required in conjunction with this plat application.

***W. Fees***

Public advertising fees for the development order will be determined and billed subsequent to the public hearing. Fees for this application are calculated as follows:

<i>Fee type:</i>	<i>Fee amount:</i>	<i>Fee payment:</i>	<i>Balance:</i>
Application review fees:	\$13,600.00	\$13,600.00	\$0.00

Advertising fees\*: TBD  
Recording fees\*\*: TBD  
Impact fees\*\*\*: TBD

\* Advertising fees will be determined once the ads have been placed and billed to the County.

\*\* Recording fees will be identified on the post approval checklist.

\*\*\*Impact fees to be paid at building permit.

#### ***X. General application information***

Applicant: Palmetto Hobe Sound-SE Federal HWY, LLC  
Miles Watkins  
221 S. Crawford Street  
Thomasville, GA 31792  
863-808-1320  
[miles@palmettocapitalgroup.com](mailto:miles@palmettocapitalgroup.com)

Agent: Basepoint Surveying, Inc.  
Eric Presnell  
150 S. Woodlawn Ave.  
Bartow, FL 33830  
863-537-7413  
[epresnell@basepointsurveying.com](mailto:epresnell@basepointsurveying.com)

#### ***Y. Acronyms***

ADA.....Americans with Disability Act  
AHJ .....Authority Having Jurisdiction  
ARDP .....Active Residential Development Preference  
BCC.....Board of County Commissioners  
CGMP .....Comprehensive Growth Management Plan  
CIE .....Capital Improvements Element  
CIP .....Capital Improvements Plan  
FACBC .....Florida Accessibility Code for Building Construction  
FDEP.....Florida Department of Environmental Protection  
FDOT .....Florida Department of Transportation  
LDR.....Land Development Regulations  
LPA .....Local Planning Agency  
MCC.....Martin County Code  
MCHD.....Martin County Health Department  
NFPA .....National Fire Protection Association  
SFWMD .....South Florida Water Management District  
W/WWSA .... Water/Waste Water Service Agreement

**CLERK'S RECORDING CERTIFICATE:**  
I, CAROLYN TIMMANN, CLERK OF THE CIRCUIT  
COURT OF MARTIN COUNTY, FLORIDA, HEREBY  
CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN  
PLAT BOOK \_\_\_\_\_ PAGE \_\_\_\_\_ MARTIN  
COUNTY, FLORIDA, PUBLIC RECORDS, THIS \_\_\_\_\_  
DAY OF \_\_\_\_\_ 2020.

SUBDIVISION PARCEL CONTROL NO.

HOBE SOUND, MARTIN COUNTY, FLORIDA

**CERTIFICATE OF OWNERSHIP AND DEDICATION:**  
I, NOW ALL MEN BY THIS PRESENTS THAT THE UNDERSIGNED, AS REPRESENTATIVE OF PALMETTO HOME  
CLUND - SEE FEDERAL HWY, LLC, CERTIFIES THAT IT IS THE OWNER OF THE PROPERTY DESCRIBED ON THIS  
PLAN OF "MOBILE HOME RETAIL SUBDIVISION" AND HAS CAUSED THIS PLAN TO BE MADE AND  
RECORDED IN THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA AND HEREBY DEDICATES AS

THE UPLAND PRESERVE TRACT AS SHOWN ON THIS PLAN OF HOBE SOUND RITUAL SUBDIVISION IS THE HOBE SOUND RITUAL SUBDIVISION PROPERTY ASSOCIATION AND IS FURTHER REFERRED TO HEREIN AS THE "HOBE SOUND RITUAL SUBDIVISION PROPERTY ASSOCIATION." THE UPLAND PRESERVE TRACT IS FURTHER REFERRED TO HEREIN AS THE "UPLAND PRESERVE TRACT." THE UPLAND PRESERVE TRACT, WHICH SHALL BE CONVEYED BY DEED TO THE ASSOCIATION WITH THE PRESERVE AREA, SHALL BE MAINTAINED BY THE ASSOCIATION IN ACCORDANCE WITH THE PRESERVE AREA MANAGEMENT PLAN (PAMP) APPROVED BY MARTIN COUNTY. NO CONVEYANCE IN, OR ALTERATION OR DISTINCTION OF, THE PARCELS SHALL OCCUR, EXCEPT AS SPECIFIED WHEN THE FOREGOING PAMP, MARTIN COUNTY HAS REGULATORY AUTHORITY OVER, BUT SHALL BEAR NO LIABILITY, DUTY, OR LIMITATION ON PRESERVATION AREA DESIGNATED AS SUCH ON THE MAP.

[illegible]

4. PAULE WATSON  
FINDING PHONE FOUND - SEC FEDERAL HWY, LLC  
MANAGER

WITNESS: \_\_\_\_\_  
SIGNATURE

PRINTED NAME \_\_\_\_\_

WITNESS: \_\_\_\_\_  
SIGNATURE

DEBATED NAME \_\_\_\_\_

#### ACKNOWLEDGMENT:

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF \_\_\_\_\_ PHYSICAL PRESENCE OR \_\_\_\_\_ ONLINE NOTARIZATION, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020, BY \_\_\_\_\_ AS \_\_\_\_\_ OF PALMETTO HOBSE SOUND \_\_\_\_\_ SE FEDERAL HWY, LLC, ON BEHALF OF THE COMPANY, WHO \_\_\_\_\_ IS PERSONALLY KNOWN TO ME \_\_\_\_\_ HAS PRODUCED \_\_\_\_\_ AS IDENTIFICATION.

MY COMMISSION EXPIRES: \_\_\_\_\_

NOTARY PUBLIC, STATE OF FLORIDA

PRINTED NAME \_\_\_\_\_

**MORTGAGEE CONSENT:**

MONROVIA NATIONAL BANK, HEREBY CERTIFIES THAT THE HOLDERS OF THIS CERTAIN MORTGAGE, LIE ON ENCUMBRANCE ON THE LAND DESCRIBED HEREON DATED 8/21/2019 AND RECORDED IN OFFICIAL RECORDS BOOK 3097, PAGE 312 OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA, AND DOES HEREBY CONSENT TO THE DEDICATIONS HEREON AND DOES UNDERTAKE TO MORTGAGE LIE ON ENCUMBRANCE TO SUCH DEDICATION.

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2020 ON BEHALF OF SAID BANK BY ITS PRESIDENT \_\_\_\_\_ AND ATTESTED TO BY ITS SECRETARY: \_\_\_\_\_

MONROVIA NATIONAL BANK

BY SIGNATURE \_\_\_\_\_  
 BY SIGNATURE \_\_\_\_\_  
 PRINTED NAME \_\_\_\_\_  
 SECRETARY \_\_\_\_\_  
 PRESIDENT \_\_\_\_\_

#### ACKNOWLEDGMENT:

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF \_\_\_\_ PHYSICAL  
PRESENCE OR \_\_\_\_ ONLINE NOTARIZATION. THIS \_\_\_\_ DAY OF \_\_\_\_ 2020, BY  
\_\_\_\_ AS \_\_\_\_ OF THOMASVILLE NATIONAL  
BANK, ON BEHALF OF THE COMPANY, WHO \_\_\_\_ IS PERSONALLY KNOWN TO ME OR  
HAS PRODUCED \_\_\_\_ AS IDENTIFICATION.

MY COMMISSION EXPIRES: \_\_\_\_\_

NOTARY PUBLIC, STATE OF FLORIDA

PRINTED NAME \_\_\_\_\_

BEACH ROAD

INDIAN RIVER

11A - STATE ROUTE 506

1 - STATE ROUTE 506B

PROJECT SITE

U.S. 1 - STATE ROUTE 506B

HOBE SOUND

MARTIN COUNTY

**LEGAL DESCRIPTION:**

THAT PART OF THE SOUTH ONE-HALF OF LOT 89, LYING WEST OF THE INDIAN RIVER, GOMER GRANT AND JUPITER LAND, ACCORDING TO THE MAP ON PLAT THEREAS AS RECORDED IN BOOK 1, PAGE 86, PUBLIC RECORDS OF PALM BEACH NOW MATING COUNTY, FLORIDA; LESS AND EXCEPT THE WESTERN 25.20 FEET OF THE SOUTHERLY 43.70 FEET OF THE SOUTHERLY ONE-HALF OF LOT 89, GOMER GRANT AND JUPITER LAND, AS DESCRIBED IN OFFICIAL RECORDS BOOK 148, PAGE 44, PLAT THEREAS; LESS AND EXCEPT THOSE MARLINS CONVERTED IN OFFICIAL RECORDS BOOK 307, PAGE 299, OF THE PUBLIC RECORDS OF MARLIN COUNTY, GEORGIA.

SAID LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF LOT 89 IN G&W GARDEN; RUN NORTH 15° 00' 00" WEST ALONG THE SOUTHERLY BOUNDARY OF SAID LOT 89 1.5891333337 A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING; RUN NORTH 89° 00' 00" WEST ALONG THE WESTERLY BOUNDARY OF LOT 89 A DISTANCE OF 255.00 FEET TO THE EASTERN RIGHT-OF-WAY OF STATE HIGHWAY 19B; RUN EAST ALONG SAID ROAD DEPARTING THE RIGHT-OF-WAY OF STATE HIGHWAY 19B AT AN ANGLE OF 89° 00' 00" TO THE EAST; RUN NORTH 15° 00' 00" WEST ALONG THE WESTERLY BOUNDARY OF LOT 89 A DISTANCE OF 300.00 FEET TO THE NORTHEAST CORNER OF LOT 89; RUN NORTH 15° 00' 00" WEST ALONG THE WESTERLY BOUNDARY OF LOT 89 A DISTANCE OF 291.00 FEET; THENCE S66° 13' 30" W ALONG THE SOUTHERLY BOUNDARY OF LOT 89 A DISTANCE OF 45.00 FEET; THENCE S20° 46' 00" W ALONG THE SOUTHERLY BOUNDARY OF LOT 89 A DISTANCE OF 291.00 FEET; THENCE S66° 13' 30" W ALONG THE SOUTHERLY BOUNDARY OF LOT 89 A DISTANCE OF 45.00 FEET; THENCE S20° 46' 00" W ALONG THE SOUTHERLY BOUNDARY OF LOT 89 A DISTANCE OF 291.00 FEET TO THE POINT OF BEGINNING. THE PRECEDING DESCRIBED LANDS, 19221, 19222, 19223, 19224, 19225, 19226, 19227, 19228, 19229, 19230, 19231, 19232, 19233, 19234, 19235, 19236, 19237, 19238, 19239, 19240, 19241, 19242, 19243, 19244, 19245, 19246, 19247, 19248, 19249, 19250, 19251, 19252, 19253, 19254, 19255, 19256, 19257, 19258, 19259, 19260, 19261, 19262, 19263, 19264, 19265, 19266, 19267, 19268, 19269, 19270, 19271, 19272, 19273, 19274, 19275, 19276, 19277, 19278, 19279, 19280, 19281, 19282, 19283, 19284, 19285, 19286, 19287, 19288, 19289, 19290, 19291, 19292, 19293, 19294, 19295, 19296, 19297, 19298, 19299, 19300, 19301, 19302, 19303, 19304, 19305, 19306, 19307, 19308, 19309, 19310, 19311, 19312, 19313, 19314, 19315, 19316, 19317, 19318, 19319, 19320, 19321, 19322, 19323, 19324, 19325, 19326, 19327, 19328, 19329, 19330, 19331, 19332, 19333, 19334, 19335, 19336, 19337, 19338, 19339, 19340, 19341, 19342, 19343, 19344, 19345, 19346, 19347, 19348, 19349, 19350, 19351, 19352, 19353, 19354, 19355, 19356, 19357, 19358, 19359, 19360, 19361, 19362, 19363, 19364, 19365, 19366, 19367, 19368, 19369, 19370, 19371, 19372, 19373, 19374, 19375, 19376, 19377, 19378, 19379, 19380, 19381, 19382, 19383, 19384, 19385, 19386, 19387, 19388, 19389, 19390, 19391, 19392, 19393, 19394, 19395, 19396, 19397, 19398, 19399, 19400, 19401, 19402, 19403, 19404, 19405, 19406, 19407, 19408, 19409, 19410, 19411, 19412, 19413, 19414, 19415, 19416, 19417, 19418, 19419, 19420, 19421, 19422, 19423, 19424, 19425, 19426, 19427, 19428, 19429, 19430, 19431, 19432, 19433, 19434, 19435, 19436, 19437, 19438, 19439, 19440, 19441, 19442, 19443, 19444, 19445, 19446, 19447, 19448, 19449, 19450, 19451, 19452, 19453, 19454, 19455, 19456, 19457, 19458, 19459, 19460, 19461, 19462, 19463, 19464, 19465, 19466, 19467, 19468, 19469, 19470, 19471, 19472, 19473, 19474, 19475, 19476, 19477, 19478, 19479, 19480, 19481, 19482, 19483, 19484, 19485, 19486, 19487, 19488, 19489, 19490, 19491, 19492, 19493, 19494, 19495, 19496, 19497, 19498, 19499, 19500, 19501, 19502, 19503, 19504, 19505, 19506, 19507, 19508, 19509, 19510, 19511, 19512, 19513, 19514, 19515, 19516, 19517, 19518, 19519, 19520, 19521, 19522, 19523, 19524, 19525, 19526, 19527, 19528, 19529, 19530, 19531, 19532, 19533, 19534, 19535, 19536, 19537, 19538, 19539, 19540, 19541, 19542, 19543, 19544, 19545, 19546, 19547, 19548, 19549, 19550, 19551, 19552, 19553, 19554, 19555, 19556, 19557, 19558, 19559, 19560, 19561, 19562, 19563, 19564, 19565, 19566, 19567, 19568, 19569, 19570, 19571, 19572, 19573, 19574, 19575, 19576, 19577, 19578, 19579, 19580, 19581, 19582, 19583, 19584, 19585, 19586, 19587, 19588, 19589, 19590, 19591, 19592, 19593, 19594, 19595, 19596, 19597, 19598, 19599, 19600, 19601, 19602, 19603, 19604, 19605, 19606, 19607, 19608, 19609, 19610, 19611, 19612, 19613, 19614, 19615, 19616, 19617, 19618, 19619, 19620, 19621, 19622, 19623, 19624, 19625, 19626, 19627, 19628, 19629, 19630, 19631, 19632, 19633, 19634, 19635, 19636, 19637, 19638, 19639, 19640, 19641, 19642, 19643, 19644, 19645, 19646, 19647, 19648, 19649, 19650, 19651, 19652, 19653, 19654, 19655, 19656, 19657, 19658, 19659, 19660, 19661, 19662, 19663, 19664, 19665, 19666, 19667, 19668, 19669, 19670, 19671, 19672, 19673, 19674, 19675, 19676, 19677, 19678, 19679, 19680, 19681, 19682, 19683, 19684, 19685, 19686, 19687, 19688, 19689, 19690, 19691, 19692, 19693, 19694, 19695, 19696, 19697, 19698, 19699, 19700, 19701, 19702, 19703, 19704, 19705, 19706, 19707, 19708, 19709, 19710, 19711, 19712, 19713, 19714, 19715, 19716, 19717, 19718, 19719, 19720, 19721, 19722, 19723, 19724, 19725, 19726, 19727, 19728, 19729, 19730, 19731, 19732, 19733

**COUNTY APPROVAL:**

NAME: \_\_\_\_\_  
COUNTY SURVEYOR AND MAPPER

NAME: \_\_\_\_\_  
COUNTY ENGINEER

NAME: \_\_\_\_\_  
COUNTY ATTORNEY

CHADMAN, BOARD OF COUNTY COMMISSIONERS

ATTEN: \_\_\_\_\_

CLERK OF COURT \_\_\_\_\_

**SURVEYOR'S NOTES:**

[illegible]

**SURVEYOR'S CERTIFICATE:**

POWELL & LLOYD v. MCBEE. CERTAIN THAT THE PLAT ENTITLED "HOME SOUND RETAIL CENTER" WAS IN ACCORD WITH THE CORRECT REPRESENTATION OF THE LANDS SURVEYED, THAT SUCH REPRESENTATION WAS MADE BY AN INDIVIDUAL WHOSE BUSINESS IT WAS TO SURVEY THE LANDS, AND THAT SUCH SURVEY WAS ACCURATE TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THAT THIS PLAT WAS PREPARED BY HIM IN ACCORDANCE WITH THE REQUIREMENTS OF THE FLORIDA STATUTES, AND THAT HE HAD BEEN PLACED AS REQUIRED BY LAW, IN CHARGE OF THE SURVEY DATA, COMPLETES WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AND APPLICABLE ORDINANCES OF MARTIN COUNTY, FLORIDA.

ROBERT E. LAZENBY IV, PSM  
FLORIDA LICENSE #4369  
BASEPOINT SURVEYING INC.  
LICENSED BUSINESS #8119



PHOTO: (888) 937-7413  
MAILING: P.O. BOX 253,  
BARTOW, FL 33831  
PHYSICAL: 150 SOUTH  
WOODLAND AVE 3RD,  
BARTOW, FL 33830  
ORDA CERTIFICATE OF  
REGISTRATION # 119112

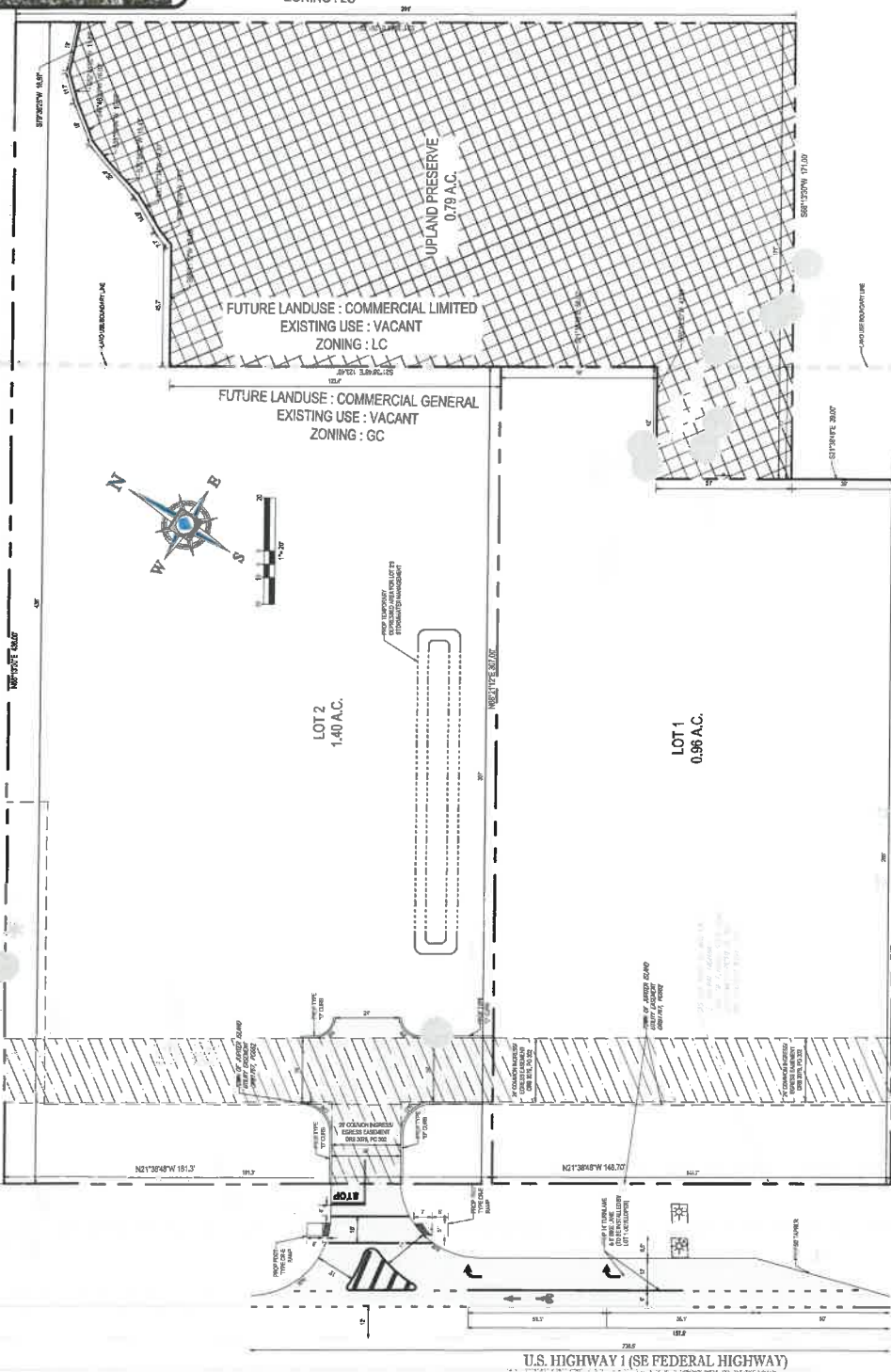




VICINITY MAP

The map shows a street grid with a highlighted area in the center. A yellow line runs horizontally across the middle, and a blue line runs vertically through the center. The highlighted area is a rectangular block bounded by these lines. Various street names and landmarks are visible, including a large building labeled 'COURT HOUSE' and a 'PARK' area.

FUTURE LANDUSE : COMMERCIAL GENERAL  
EXISTING USE : A&B SUNSHINE GARDEN CENTER  
ZONING : GC



FUTURE LANDUSE : COMMERCIAL GENERAL  
EXISTING USE : SECURE STORAGE & RETAIL  
ZONING : HB-1

**WHITE BACKGROUND  
WITH BLACK LETTERS**

**LEGAL DESCRIPTION:**

[illegible]

**LEGEND:**

	EX PROPERTY BOUNDARY LINES
	EX ADJACENT BOUNDARY LINES
	PROP BOUNDARY LINES
	LIMITS OF PRESERVATION AREA
	EX EASEMENT LINES
	PROP PL. LIND RETRACTION
	PROP LANDSCAPE BUFFER
	LAND USE DEDUCTORY LINE
	PROP HIGH-GUTTER ADJACENT PARKING
	UPLAND PRESERVE AREA
	EX CONCRETE
	PROP CONCRETE
	PROP PAVEMENT SURFACING

# Abstract

**NOTES:**

LOTS 1 & 2 WILL BE REQUIRED TO MEET THE CRITERIA FOR THE CMA OVERLAY DISTRICT.

LOTS 1 & 2 WILL BE REQUIRED TO MEET THE CRITERIA FOR COMMERCIAL GENERAL DISTRICT.

ALL PERMITS SHALL BE INSTALLED AND MAINTAINED BY EACH INDIVIDUAL LOT OWNER.

PROJECT REQUIRES A BILLBOARD PERMIT.

PRESERVE AREAS ARE NOT TO BE ALTERED WITHOUT WRITTEN PERMISSION OF THE MARTIN COUNTY BOARD OF COMMISSIONERS.

FINAL SITE  
PLAN

12' ROAD

6' SHOULDER

PROP FULL DEPTH PAVEMENT



**Martin County, Florida**  
**Growth Management Department**  
**DEVELOPMENT REVIEW DIVISION**  
2401 SE Monterey Road, Stuart, FL 34996 772-288-5495 [www.martin.fl.us](http://www.martin.fl.us)

**DEVELOPMENT REVIEW APPLICATION**

This document may be reproduced upon request in an alternative format by contacting the County ADA Coordinator (772) 320-3131, the County Administration Office (772) 288-5400, Florida Relay 711, or by completing our accessibility feedback form at [www.martin.fl.us/accessibility-feedback](http://www.martin.fl.us/accessibility-feedback)

**A. GENERAL INFORMATION**

**Type of Application:** \_\_\_\_\_ **Plat** ☐

**Name or Title of Proposed Project:** Hobe Sound Retail Subdivision

**Brief Project Description:**

3 Lot Commercial Subdivision, 2 development parcels, 1 preservation parcel

**Was a Pre-Application Held?** ☐ YES/NO ☒ **Pre-Application Meeting Date:** \_\_\_\_\_

**Is there Previous Project Information?** ☐ YES/NO ☒

**Previous Project Number if applicable:** n/a

**Previous Project Name if applicable:** n/a

**Parcel Control Number(s)**

34-38-42-000-089-00000-4

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**B. PROPERTY OWNER INFORMATION**

**Owner (Name or Company):** Palmetto Hobe Sound - SE Federal HWY, LLC

**Company Representative:** Miles Watkins

**Address:** 221 S. Crawford Street

**City:** Thomasville, **State:** GA **Zip:** 31792

**Phone:** 863-808-1320 **Email:** miles@palmettocapitalgroup.com

**C. PROJECT PROFESSIONALS**

**Applicant (Name or Company):** Basepoint Surveying, Inc.

Company Representative: Eric M. Presnell

Address: 150 S. Woodlawn Ave.

City: Bartow, State: FL Zip: 33830

Phone: 863-537-7413 Email: epresnell@basepointsurveying.com

**Agent (Name or Company):** \_\_\_\_\_

Company Representative: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_, State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**Contract Purchaser (Name or Company):** \_\_\_\_\_

Company Representative: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_, State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**Land Planner (Name or Company):** \_\_\_\_\_

Company Representative: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_, State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**Landscape Architect (Name or Company):** \_\_\_\_\_

Company Representative: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_, State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**Surveyor (Name or Company):** Basepoint Surveying, Inc.

Company Representative: Robert E Lazenby, IV

Address: 150 S Woodlawn Ave.

City: Bartow, State: FL Zip: 33830

Phone: 863-537-7413 Email: rlazenby@basepointsurveying.com

**Civil Engineer (Name or Company):** Bohler Engineering

Company Representative: Christopher Capellini P.E.

Address: 2250 Glades Road Suite 305E

City: Boca Raton, State: FL Zip: 33431

Phone: 561-571-0280 Email: ccapellini@bohlereng.com

## PROJECT PROFESSIONALS CONTINUED

**Traffic Engineer (Name or Company):** \_\_\_\_\_

Company Representative: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_, State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**Architect (Name or Company):** \_\_\_\_\_

Company Representative: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_, State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**Attorney (Name or Company):** \_\_\_\_\_

Company Representative: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_, State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**Environmental Planner (Name or Company):** \_\_\_\_\_

Company Representative: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_, State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**Other Professional (Name or Company):** \_\_\_\_\_

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.

Eric M. Presnell  
Applicant Signature

1/10/2020  
Date

Eric M. Presnell  
Printed Name

**NOTARY ACKNOWLEDGMENT**

STATE OF: Florida COUNTY OF: Polk

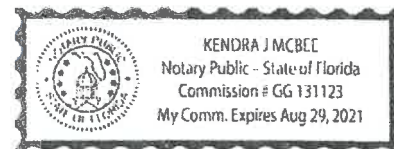
I hereby certify that the foregoing instrument was acknowledged before me this 10 day of January, 20 2020, by Eric M. Presnell.

☒ He or She ☒ is personally known to me or \_\_\_ has produced \_\_\_ as identification.

KJ MCBee  
Notary Public Signature

Kendra J MCBee  
Printed name

STATE OF: Florida at-large





**Martin County County Florida Growth Management Department  
DEVELOPMENT REVIEW DIVISION  
2401 SE Monterey Road, Stuart, FL 34996  
772-288-5495 [www.martin.fl.us](http://www.martin.fl.us)**

This document may be reproduced upon request in an alternative format by contacting the County ADA Coordinator (772) 320-3131, the County Administration Office (772) 288-5400, Florida Relay 711, or by completing our accessibility feedback form at [www.martin.fl.us/accessibility-feedback](http://www.martin.fl.us/accessibility-feedback)

### Digital Submittal Affidavit

I, Eric M. Presnell, attest that the electronic version included for the project Hobe Sound Retail Subdivision 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.

Eric M Presnell  
Applicant Signature

1/10/20  
Date

### NOTARY ACKNOWLEDGMENT

STATE OF: Florida COUNTY OF: Polk

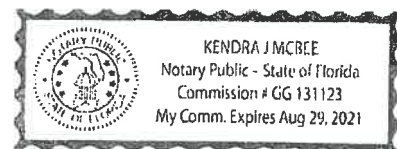
I hereby certify that the foregoing instrument was acknowledged before me this 10 day of January, 20 20, by Eric M Presnell.

☒ He or She ☐ is personally known to me or ☐ has produced \_\_\_\_\_ as identification.

KJ MCBee  
Notary Public Signature

Kendra J MCBee  
Printed name

STATE OF: Florida at-large



---

## **Plat Application**

### **Hobe Sound Retail Subdivision SE Federal Highway Martin County, FL**

#### **Project Narrative**

##### **Parcel Description:**

THAT PART OF THE SOUTH ONE-HALF OF LOT 89, LYING WEST OF THE INDIAN RIVER, GOMEZ GRANT AND JUPITER ISLAND, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 80, PUBLIC RECORDS OF PALM BEACH(NOW MARTIN) COUNTY, FLORIDA; LESS AND EXCEPT THE WESTERLY 475.20 FEET OF THE EASTERLY 483.70 FEET OF THE SOUTHERLY ONE-HALF OF LOT 89, GOMES GRANT, JUPITER ISLAND, AS DESCRIBED IN OFFICIAL RECORDS BOOK 1408, PAGE 426, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF LOT 89 OF SAID GOMEZ GRANT AND JUPITER ISLAND AND RUN THENCE ALONG THE SOUTH BOUNDARY OF SAID LOT 89, S68°13'30"W A DISTANCE OF 975.78 FEET TO THE POINT OF BEGINNING; CONTINUE THENCE S68°13'30"W ALONG SAID SOUTH BOUNDARY OF LOT 89, A DISTANCE OF 265.00 FEET TO THE EASTERN RIGHT OF WAY OF SE FEDERAL HIGHWAY, PER STATE OF FLORIDA STATE ROAD DEPARTMENT RIGHT OF WAY MAP SECTION 8901-2102; THENCE ALONG SAID EASTERN RIGHT OF WAY LINE N21°38'48"W A DISTANCE OF 330.00 FEET TO THE NORTH BOUNDARY OF THE SOUTH ONE- HALF OF SAID LOT 89; THENCE DEPARTING SAID EASTERN RIGHT OF WAY LINE, RUN ALONG SAID NORTH BOUNDARY OF SOUTH ONE-HALF N68°13'30"E A DISTANCE OF 436.00 FEET; THENCE S21°38'48"E A DISTANCE OF 291.00 FEET; THENCE S68°13'30"W A DISTANCE OF 171.00 FEET; THENCE S21°38'48"E A DISTANCE OF 39.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 3.15 ACRES

Martin County Property Appraiser Parcel ID 34-38-42-000-089-00000-4

Basepoint Surveying, Inc. on behalf of Palmetto Hobe Sound – SE Federal Hwy, LLC (“Owner”), has prepared the plat of Hobe Sound Retail Subdivision inclusive of this Narrative for Martin County’s review:

The site location is on the east side of SE Federal Highway in Hobe Sound and is approximately 1350 feet north of the intersection with SE Bridge Road (See Sheet 3 of this document for aerial overlay). The proposed plat consists of 3 Lots. Lot 1 (0.96 acres) and Lot 2 (1.40 acres) for commercial development. Lot 3 (0.79 acres) is designated as Upland Preserve and accounts for 25% of the entire property. Lot 1 and Lot 2 having shared infrastructure including the proposed turn lane and shared access common area to use by both Lots. The total area for the subject plat will be 3.15 acres.

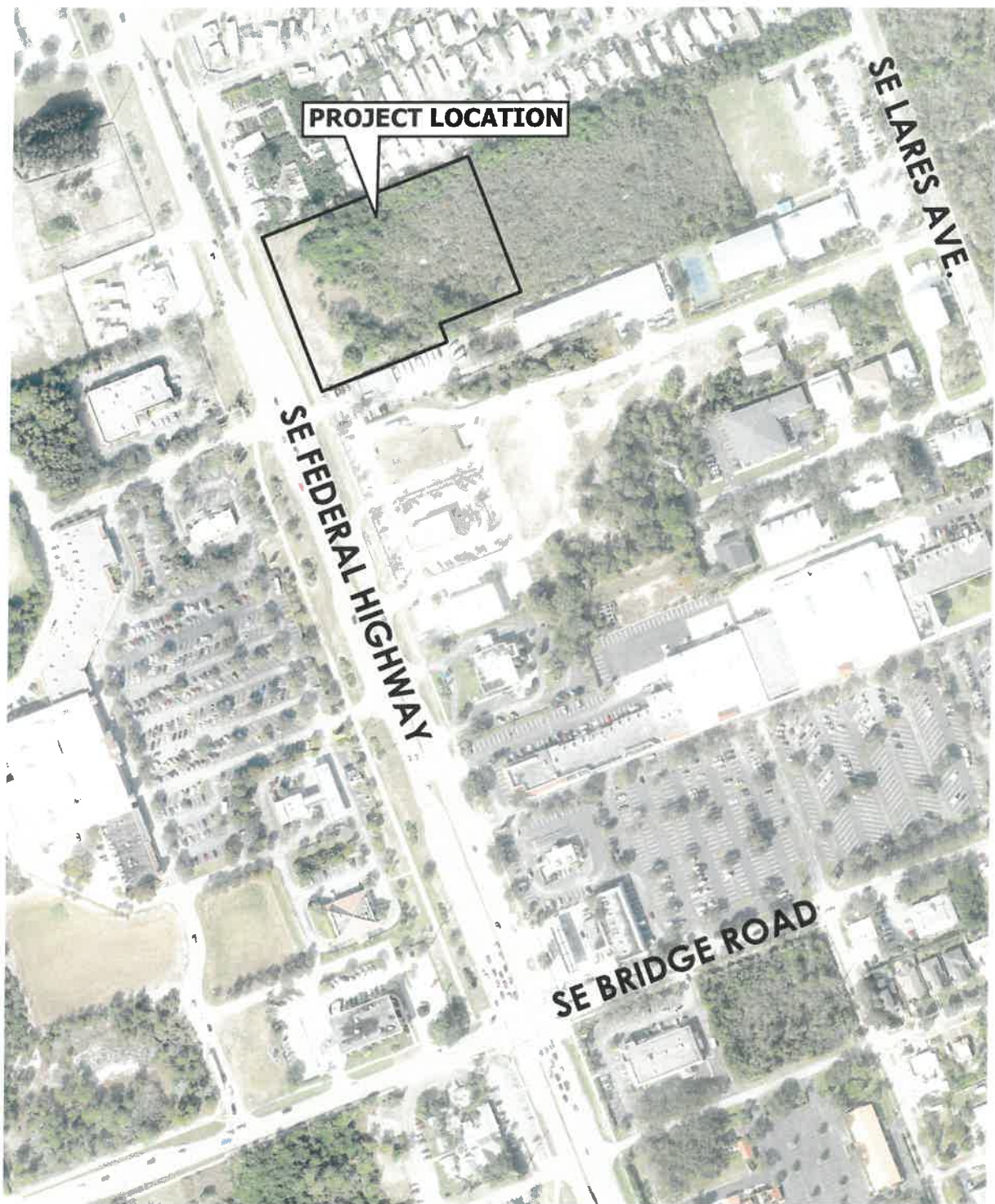
The items listed per the Martin County Plat Checklist have been included in the Plat Application package except for Item 9 that has been omitted for the following reason:

Item 9 – The document is not available due to the Site Plan still being in the approval review process.

The record legal description included as Item 08 of the submittal package is of the larger Parent Parcel acquired by the platting entity, Palmetto Hobe Sound – SE Federal Highway. It is the legal description available from the Martin County Property Appraiser.







THE AERIAL IMAGE SHOWN HEREON WAS TAKEN FROM THE  
2019 INDEX OF IMAGERY FOLDER ON THE MARTIN COUNTY GIS WEB SITE.



**NORTH**

Scale: 1" = 300'

ROBERT E. LAZENBY, IV P.S.M. # 6369



**BASEPOINT**  
SURVEYING, INC.

MAILING: P.O. BOX 253, BARTOW, FL 33831  
OFFICE: 150 SOUTH WOODLAWN AVENUE, BARTOW, FL 33830  
PHONE: (863) 537-7413 WWW.BASEPOINTSURVEYING.COM  
FLORIDA CERTIFICATE OF AUTHORIZATION # LB 8112

HOBE SOUND RETAIL SUBDIVISION

*LOCATION MAP*

23

DRAWING: 10185Plat

JOB # 10185

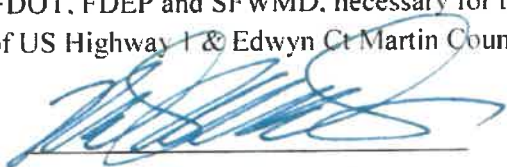


## LETTER OF AUTHORIZATION

To Whom It May Concern:

This letter authorizes Basepoint Surveying, Inc. to act on behalf of Palmetto Hobe Sound-SE Federal Hwy, LLC in regard to permits and applications for site plan approval through Martin County, as well as but not limited to all regulatory agencies, departments and governmental agencies of FDOT, FDEP and SFWMD, necessary for the construction and development located at the NEC of US Highway 1 & Edwyn Ct Martin County, Florida.

Signature:



Miles Watkins  
Name (printed)

STATE OF GEORGIA

COUNTY OF Thomas

The foregoing instrument was acknowledged before me this 6 day of February, 2020, by Miles Watkins, on behalf of the corporation. They are personally known to me or have produced \_\_\_\_\_ as identification and (did/did not) take oath.



  
Notary Public

Holly Smith  
Print Name

Commission No. \_\_\_\_\_

Expiration Date: 03/14/2021



Recorded in Martin County, FL 8/27/2019 3:03 PM  
Carolyn Timmann, Clerk of the Circuit Court & Comptroller  
Rec Fees: \$27.00 Deed Tax: \$8,225.00  
CFN#2771973 BK 3079 PG 294 PAGE 1 of 3

Prepared by and return to:

D. Bedford Wilder  
Nelson Mullins Broad and Cassel  
215 S. Monroe Street, Suite 400  
Tallahassee, Florida 32301  
850-681-6810  
Matter No. 150694.00204

Parcel ID Number: 34-38-42-000-089-00000-4

## Warranty Deed

**This Warranty Deed** is made this 23rd day of August, 2019, between **TERRY WOJNO and TERESA WOJNO**, husband and wife, whose mailing address is 5799 NE Island Cove Way, #1103, Stuart, Florida 34996 ("Grantor") and **PALMETTO HOBE SOUND-SE FEDERAL HWY, LLC**, a Florida limited liability company, whose mailing address is P.O. Box 1615, Thomasville, Georgia 31799 ("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, limited liability companies, trusts and trustees)

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

**The South one-half of Lot 89, lying West of the Indian River, Gomez Grant and Jupiter Island, according to the map or plat thereof as recorded in Plat Book 1, Page 80, Public Records of Palm Beach (now Martin) County, Florida; Less and Except the Westerly 475.20 feet of the Easterly 483.70 feet of the Southerly one-half of Lot 89, Gomez Grant, Jupiter Island, as described in Official Records Book 1408, Page 426, Public Records of Martin County, Florida.**

**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 matters of record, if any, and taxes accruing subsequent to **December 31, 2018**.

CFN#2771973 BK 3079 PG 295 PAGE 2 of 3

The property conveyed herein was never, during the period of Grantor's ownership, homestead property, and neither Grantor, nor any person for whose support Grantor was responsible, resided on or adjacent to said property.

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

Signed, Sealed and Delivered  
in the Presence of:

Maria J. Jurek  
Maria J. Jurek, Witness  
Print or type your name here

Terry Wojno  
Terry Wojno

Deborah L. Hollis  
Deborah L. Hollis, Witness  
Print or type your name here

Maria J. Jurek  
Maria J. Jurek, Witness  
Print or type your name here

Teresa Wojno  
Teresa Wojno

Deborah L. Hollis  
Deborah L. Hollis, Witness  
Print or type your name here

CFN#2771973 BK 3079 PG 296 PAGE 3 of 3

STATE OF FLORIDA  
COUNTY OF Martin

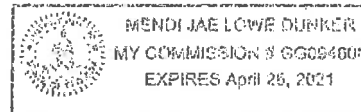
The foregoing instrument was acknowledged before me this 22 day of August, 2019,  
by Terry Wojno and Teresa Wojno, who [ ] are personally known to me or [x] have produced  
DRIVERS LICENSE as identifications.



NOTARY PUBLIC

Print Name: Mendi JAE Lowe Dunker

My Commission Expires:



Unofficial Copy

This Document Prepared By and Return to:

Charles J. Stafford  
FL Bar No. 0036596  
Alexander & Vann, LLP  
411 Gordon Avenue  
Thomasville, GA 31792

**DECLARATION  
OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS  
OF HOBE SOUND PROPERTIES**

This Declaration of Covenants, Conditions, Restrictions and Easements of Hobe Sound Properties is made this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by Palmetto Hobe Sound-SE Federal Hwy, LLC, a Florida limited liability company (the "Declarant").

**W I T N E S S E T H :**

**WHEREAS**, on August 23, 2019, Declarant acquired title to that certain tract or parcel of land lying and being in Martin County, Florida, being more particularly described on Exhibit "A" attached hereto and made a part hereof by this reference (hereinafter referred to as the "Master Parcel");

**WHEREAS**, Declarant has subdivided the Master Parcel into the following four (4) separate parcels: the parcels retained by Declarant including Parcel 1 which is the parcel leased to Luihn Vantage Partners, LLC, under a lease agreement dated December 31, 2018, which parcel is more particularly described in Exhibit "B" attached hereto ("LVP Parcel") and Parcel 2 ("Parcel 2") which parcel is more particularly described in Exhibit "C" attached hereto; Parcel 3 being the parcel conveyed by Declarant of even date herewith to Hobe Sound Lot Owners Association, Inc. which parcel is more particularly described in Exhibit "D" attached hereto ("Preserve Area Parcel"); and Parcel 4 being the parcel conveyed by Declarant of even date herewith (pursuant to a boundary line adjustment) to Secure Storage Holdings, LLC, which parcel is more particularly described in Exhibit "E" attached hereto ("Secure Storage Parcel");

**WHEREAS**, the Master Parcel, LVP Parcel, Parcel 2, Preserve Area Parcel and Secure Storage Parcel are depicted on the Property Sketch attached hereto as Exhibit "F";

**WHEREAS**, the Secure Storage Parcel is not subject to and is not encumbered by the terms and conditions of this Declaration;

**WHEREAS**, as a condition of site plan and permit approval for Buyer's intended development of the LVP Parcel and Parcel 2, Martin County has required that twenty-



five percent (25%) of the total acreage of the LVP Parcel and Parcel 2 be retained in a Preserve Area pursuant to the Regulations;

**WHEREAS**, in order to comply with the Regulations, Declarant has created the Preserve Area Parcel which parcel contains the total acreage required by the Regulations to be held in the Preserve Area;

**WHEREAS**, sixty-two and one-half percent (62.5%) of the total area of the Preserve Area has been allocated by Martin County to the proposed development on the Parcel 2 and thirty-seven and one-half percent (37.5%) of the total area of the Preserve Area has been allocated by Martin County to the proposed development on the LVP Parcel;

**WHEREAS**, as required by the Regulations, Declarant has developed, and the County has approved the PAMP;

**WHEREAS**, the Regulations and the PAMP require certain monthly and annual monitoring and reporting requirements of the Preserve Area during construction on the Parcels and during the Monitoring and Reporting Period;

**WHEREAS**, the Regulations and the PAMP also require certain maintenance to be performed within the Preserve Area during the Monitoring and Reporting Period and on an as-needed basis following the Monitoring and Reporting Period;

**WHEREAS**, Declarant intends by this Declaration to impose upon the Property mutually beneficial covenants and restrictions for the benefit of all owners of the Parcels within the Property made subject to this Declaration and amendments thereto by the recording of this Declaration;

**WHEREAS**, Declarant desires to provide and establish a method for the administration, maintenance, preservation and use of the Common Property;

**WHEREAS**, Declarant desires to set forth the respective rights and obligations of the persons entitled to benefit from the Common Property and the payment of the respective shares of the costs of operation, maintenance and repair of the Common Property; and

**WHEREAS**, Declarant has incorporated Hobe Sound Lot Owners Association, Inc., under the laws of the State of Florida as a not-for-profit corporation, for the purposes of exercising the functions stated within this Declaration, which Association is not intended to be a "Condominium Association" as such term is defined and described in the Florida Condominium Act (Chapter 718 of the Florida Statutes).

**NOW, THEREFORE**, Declarant hereby declares that all the parcels described in Exhibit "B" and Exhibit "C" shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions which are for the purpose of protecting the Common Property and the value and desirability of the Parcels and which shall run with the real property subjected to this Declaration and which shall be binding

on all parties having any right, title, or interest in the described parcels or any part thereof, their heirs, successors, successors-in-title, and assigns, and shall inure to the benefit of each owner thereof.

## **ARTICLE I. DEFINITIONS**

Section 1. "Articles" shall mean the Articles of Incorporation of Hobe Sound Lot Owners Association, Inc., a copy of which is attached hereto as Exhibit "G", as the same may be amended from time to time.

Section 2. "Association" shall mean and refer to Hobe Sound Lot Owners Association, Inc., a Florida not-for-profit corporation, its successors and assigns.

Section 3. "Bylaws" shall refer to the Bylaws of Hobe Sound Lot Owners Association, Inc., as the same may be amended from time to time. A copy of the initial Bylaws are attached hereto as Exhibit "H".

Section 4. "County" shall refer to Martin County, Florida.

Section 5. "Commencement Date" shall mean the date this Declaration is recorded in the Official Records of the County.

Section 6. "Common Property" shall mean the Preserve Area Parcel and all other real property and personal property, now or hereafter owned by the Association for the common use and enjoyment of the Owners and any areas, the maintenance of which is the responsibility of the Association as set forth in this Declaration or any subsequent recorded supplements or amendments hereto. The Common Property shall include any other real and personal property, if expressly conveyed or dedicated to and accepted by the Association for the common use and benefit of the Parcels and the Owners and not dedicated and accepted by the County.

Section 7. "Common Expenses" shall mean and include the actual and estimated expenses of operating the Association including any reasonable reserves, all as may be found to be necessary and appropriate by the Board pursuant to this Declaration, and the Articles and Bylaws of the Association.

Section 8. "Declarant" shall mean Palmetto Hobe Sound-SE Federal Hwy, LLC, a Florida limited liability company, its successors and assigns.

Section 9. "Declaration" shall mean this Declaration of Covenants, Conditions, Restrictions and Easements of Hobe Sound Properties, as it may be amended, superseded or supplemented from time to time.

Section 10. "Directors" or "Board" or "Board of Directors" shall be the appointed and elected body responsible for the administration of the Association.

Section 11. "Institutional Mortgagee" shall mean and refer to a bank, life insurance company, federal or state savings and loan association, real estate or

mortgage investment trust, qualified pension, profit sharing, IRA accounts or trusts, or lender generally recognized in the community as an institutional lender, which has a first mortgage lien upon a Parcel.

Section 12. "Majority" means those eligible votes, Owners, or other groups as the context may indicate, totaling more than fifty (50%) percent of the total eligible number.

Section 13. "Member" shall mean and refer to a person or entity entitled to membership in the Association as provided herein.

Section 14. "Monitoring and Reporting Period" shall mean the period of time following the issuance of permits for the development of the LVP Parcel and Parcel 2 and continuing for five (5) years following completion of construction on the Parcels.

Section 15. "Mortgage" means any mortgage, deed to secure debt, and any and all other similar instruments used for the purpose of conveying or encumbering real property as security for the payment or satisfaction of an obligation.

Section 16. "Mortgagee" shall include a Mortgage holder and/or a beneficiary or holder of a deed of trust.

Section 17. "Owner" or "Parcel Owner" shall mean and refer to the record owner, whether one or more persons or entities, of any Parcel which is a part of the Property but excluding any party holding the fee simple title merely as security for the performance of an obligation.

Section 18. "PAMP" shall mean the Preserve Area Maintenance Plan created by the Declarant and recorded on \_\_\_\_\_, 2019, in Book \_\_\_\_, Page \_\_\_\_, in the Official Records of Martin County, Florida.

Section 19. "Parcel" shall mean a portion of the Property, intended for any type of independent ownership and use as may be set out in this Declaration and are initially the tracts of land generally shown as Parcel 1 and Parcel 2 in the Property Sketch attached hereto as Exhibit "F". Parcel 1 is hereinafter referred to as the LVP Parcel and is more particularly described in Exhibit "B" attached hereto and by this reference incorporated herein. The LVP Parcel is owned by Declarant and will be occupied by Luihn Vantage Partners, LLC. Parcel 2 is more particularly described in Exhibit "C" attached hereto and by this reference incorporated herein. Parcel 2 is owned by Declarant.

Section 20. "Preserve Area" shall mean the portion of the Property required by Martin County to be maintained in accordance with the PAMP and the Regulations as a condition to development on the LVP Parcel and Parcel 2. The Preserve Area is contained entirely within the boundaries of Preserve Area Parcel. The Preserve Area Parcel has been deeded by Declarant to the Association and is held as Common Property for the benefit of the Parcels.

Section 21. "Property" or "Properties" shall mean and refer to the real property described in Exhibits "A", "B" and "C" of this Declaration, as the same may be amended or supplemented from time to time.

Section 22. "Property Sketch" shall mean that certain sketch of the Property attached hereto as Exhibit "F".

Section 23. "Regulations" shall mean Article 4, Division 2 of the Martin County Land Development Regulations.

Section 24. "Turnover" shall mean the point at which the Parcel Owners are entitled to appoint or elect the Board of Directors.

## **ARTICLE II. PROPERTY RIGHTS AND EASEMENTS**

Section 1. Access Easements. Declarant hereby reserves, grants and establishes for the benefit of the Association, a non-exclusive, perpetual easement for the purposes of pedestrian and vehicular access, ingress and egress, over, upon, across and through all driveways and access points to be constructed and located on the LVP Parcel and Parcel 2 and any adjacent areas between the driveways and the boundaries of the Preserve Area Parcel in order for the Association and its employees, contractors and agents to access the Common Property and to perform its duties to operate, repair and maintain the Common Property as provided herein. In connection with the easement granted herein, the Association and its employees, contractors and agents shall have the non-exclusive right to use one (1) parking space located upon the LVP Parcel for the short-term parking of a commercial vehicle and equipment in connection with the Association's maintenance of the Common Property.

Section 2. Indemnification. The Association shall indemnify and hold the Owner of the LVP Parcel and the owner of Parcel 2 harmless from and against all claims, liabilities, penalties, fines and expenses (including reasonable attorneys' fees) to the extent relating to accidents, injuries, loss, or damage of or to any person or property arising from the negligent, intentional or willful acts or omissions of the Association, its contractors, employees, agents, or others acting on behalf of such Owner.

Section 3. Additional Easements. The Declarant reserves the right to unilaterally amend this Declaration to designate easements within any portion of the Property owned by Declarant, its subsidiaries, affiliates, or members. Such amendment may be executed solely by Declarant and shall not require the joinder of any other person, except for any Institutional Mortgagee holding a lien on the Property.

Section 4. Declarant's Reservations. Any rights granted in this Declaration shall in no way create a merger of the easements reserved, granted, established and covenanted for herein with the fee simple title to the Property. It is the intention of the Declarant that all such easements created herein shall be for the benefit of the Association.

Section 5. Use of Common Property. No Owner shall access or permit any person to access the Common Property. No Owner shall prevent, prohibit or interfere with the Association or its employees or agents in performing any inspections, maintenance or monitoring of the Common Property. No Owner shall perform any activity on its Parcel that would alter, damage or destroy any portion of the Common Property or any vegetation located within the Common Property. Each Owner shall comply with all terms of the Regulations and the PAMP and shall hold harmless and indemnify the Association for any damages incurred by the Association and any damage to the Preserve Area caused by such Owner. It is expressly acknowledged and agreed by all parties concerned that this Section is for the mutual benefit of all Owners and is necessary for the protection of all Owners and the Parcels.

Section 6. No Rights in Public; No Implied Easements. Nothing contained herein shall be construed as creating any rights in the general public, adjoining owners or as dedicating for public use any portion of the Property.

### **ARTICLE III.**

#### **MEMBERSHIP AND VOTING RIGHTS**

Section 1. Membership. Except as otherwise provided in Section 3 of this Article, every person or entity who is the record owner of a fee or undivided fee interest in any Parcel that is subject to this Declaration shall be deemed to have a membership in the Association and shall be governed and controlled by the Articles of Incorporation and the Bylaws thereof. Membership shall be appurtenant to and may not be separated from such ownership. The foregoing is not intended to include persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the Owner's membership.

Section 2. Initial Control/Board of Directors. The affairs of the Association shall be managed by a Board of Directors as further provided in the Bylaws. The initial Board of Directors shall consist of three (3) Directors, all of whom shall be appointed by the Declarant. The Declarant shall have the right to designate and appoint all Directors until; (a) sixty (60) days after all portions of the Property have been sold to Owners other than Declarant, or its members, affiliates or subsidiaries, or (b) at such earlier time as Declarant may in its sole discretion determine. At such time, the Owners shall be entitled to appoint or elect the Board of Directors as provided in the Bylaws. A Turnover meeting shall be held by the Association for the purpose of conducting such election or appointments and the Declarant shall at such Turnover meeting deliver all documents related to the operation of the Association to the Parcel Owner appointed or elected Board members. The Declarant may turn over control of the Association to Parcel Owners other than the Declarant, in its sole discretion, by causing all of its appointed Directors to resign, whereupon it shall be the affirmative obligation of Parcel Owners other than the Declarant to appoint or elect Directors and assume control of the Association. Provided at least thirty (30) days notice is given to Owners prior to Declarant causing its Board appointees to resign, neither the Declarant nor such appointees shall be liable in any manner in connection with such resignations even if

Owners other than the Declarant refuse or fail to assume control. Directors shall thereafter be appointed annually at the annual meeting of the Owners as set forth in the Bylaws.

Section 3. Voting. The Owner of the LVP Parcel shall be entitled to one (1) vote with regard to Association business. The Owner of Parcel 2 shall be entitled to two (2) votes with regard to Association business.

When more than one (1) person or entity holds an interest in any Parcel, all such persons or entities shall determine the person authorized to cast the vote on behalf of the Parcel.

#### **ARTICLE IV.**

#### **MAINTENANCE; RIGHTS, OBLIGATIONS AND POWERS OF THE ASSOCIATION**

Section 1. Common Property. The Association shall be responsible for the operation, repair and maintenance of the Common Property in accordance with the Regulations, the PAMP and the terms and conditions of this Declaration.

In the event the Association becomes insolvent or is dissolved for any reason whatsoever, the maintenance obligations set forth in this Declaration shall be assigned and/or conveyed to a successor not-for-profit corporation which shall likewise be responsible for the maintenance of the Common Property.

Section 2. Services. The Association may obtain and pay for the services of a contractor (including Ardurra Group, Inc. as hereinafter provided) and any other person or entity to manage its affairs or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper operation of the Common Property, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or with which it contracts. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Common Property and the enforcement of this Declaration.

Section 3. Personal Property and Property for Common Use. The Association, through action of its Board of Directors, may acquire, hold, and dispose of tangible and intangible personal property and real property related to the Association's purposes and duties. The Board, acting on behalf of the Association, shall accept any real property or personal property, leasehold, easement, or other property interests conveyed to it by the Declarant which are for the common benefit of all Parcels.

Section 4. Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration or the Bylaws, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

Section 5. Rights Regarding Owners' Acts. In the event that the Board of Directors of the Association, by a two-thirds (2/3rds) vote, determines that the need for

maintenance, repair, or replacement of the Common Property is caused through the willful or negligent act of an Owner, such Owner's employees, officers, directors, agents, contractors, business invitees, guests or lessees, then, in that event, the Association shall give the Owner prior written notice of the Association's intent to provide such necessary maintenance, repair, or replacement, at the Owner's sole cost and expense and the cost shall become an assessment to the Owner or shall be added to and become a part of any assessment to which such Owner is subject and shall become a lien against the Parcel and collected as provided herein for the collection of assessments.

Section 6. Powers of Association. The Association shall have all rights provided in Chapter 720 of the Florida Statutes including but not limited to the right to own and convey real and personal property, the right to sue and be sued and the right to contract for services necessary to operate and maintain the Common Property and for professional services deemed necessary by the Board of Directors.

## **ARTICLE V. ASSESSMENTS**

Section 1. Purpose of Assessments. Any assessments levied by the Association shall be used for the operation and management of the Association for the following:

- a. The maintenance, repair and monitoring of the Common Property required by the Regulations and the PAMP;
- b. Taxes levied on the Common Property and on any personal property of the Association;
- c. Liability insurance insuring the Association against any and all liability to the public. The policy limits shall be set by the Association and shall be reviewed at least annually and increased or decreased in the discretion of the Board;
- d. Worker's compensation insurance to the extent necessary to comply with the Florida Statutes, and any other insurance deemed necessary by the Board of Directors of the Association;
- e. Acquisition of equipment as may be determined by this Association, including without limitation, all equipment necessary or proper for maintenance of the Common Property;
- f. Any renewal or filing fees due to the Florida Secretary of State pertaining to the Association's corporate status;
- g. Legal and accounting fees relating to the operating of the Association; and
- h. Any other materials, supplies, equipment, labor, management, supervision, services, personnel, repairs, structural alterations, insurance, taxes, or



assessments which the Association is required to secure or pay pursuant to the terms of this Declaration or Bylaws, or which shall be necessary or proper in the opinion of the Board of Directors of the Association for the operation of the Common Property, for the benefit of the Owners or for the enforcement of these restrictions.

Section 2. Creation of the Lien and Personal Obligation of Assessments. Except as hereinafter more fully provided, the Declarant hereby covenants for each Parcel within the Property and each Owner of a Parcel is hereby deemed to covenant by acceptance of his deed for such Parcel, whether or not it shall be so expressed in his deed, to pay to the Association: (i) annual assessments, and (ii) special assessments for capital improvements and other expenditures that the Association deems appropriate in connection with the maintenance, repair, development, monitoring and upkeep of the Common Property, such assessments to be fixed, established, and collected from time to time as hereinafter provided.

All such annual and special assessments, together with interest thereon at the highest rate allowable under the laws of the State of Florida, late fees, costs, and reasonable attorney fees and costs incurred by the Association in collecting them, shall be a continuing lien upon the Parcel against which each assessment is made. The lien of assessments, including interest, late fees, costs, and reasonable attorneys' fees and costs provided for herein is effective from and shall relate back to the date on which the original Declaration was recorded in the public records of the County. Each assessment, together with interest, late fees, costs, and reasonable attorneys' fees, shall also be the joint and several personal obligation of each person who is the Owner of such Parcel at the time when the assessment fell due. Each Owner shall be liable for any assessment coming due while he or she is the Owner of the Parcel and his or her grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance. Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors which may include without limitation acceleration of the annual assessments for delinquents.

Section 3. Annual Assessments. Any annual assessments imposed shall commence on the Commencement Date. For the year in which the Declaration is recorded, the annual assessment, if any such assessment is imposed, may be prorated and paid in advance; thereafter, it shall be paid annually, in full and in advance, except that the Board may, from time to time, by resolution of the Majority of the Board members, decide that the annual assessments may be paid in monthly or quarterly installments. The annual assessments, if any, shall be computed based on the annual budget prepared by the Board of Directors. Any assessments levied by the Board of Directors shall be levied against the owners of the LVP Parcel and Parcel 2 in the following percentages and shall be paid and collected as follows:

LVP Parcel – 37.5%  
Parcel 2 – 62.5%

The Declarant anticipates that greatest expense of the Association will be the maintenance and monitoring of the Preserve Area in accordance with the Regulations and the PAMP during the Monitoring and Reporting Period. Of even date herewith, the

Association has entered into a contract with Ardurra Group, Inc., for the monitoring and reporting of the Preserve Area during the Monitoring and Reporting Period. The estimated total amount due to Ardurra Group, Inc., for all work associated with maintaining and monitoring during the Monitoring and Reporting Period is \$\_\_\_\_\_. Recognizing this expense, Declarant has paid to the Association the sum of \$\_\_\_\_\_ representing the estimated total amount due to Ardurra Group, Inc., for the maintenance and reporting of the Preserve Area during the Monitoring and Reporting Period.

Notwithstanding any provision herein to the contrary, in no event shall the Association impose any assessment on the Parcels, annual, special or otherwise, without the prior written consent of the Declarant so long as Declarant, its members, affiliates or subsidiaries, owns any Parcel or any portion of the Property.

Section 4. Special/Specific Assessments. In addition to the annual assessments authorized in this Declaration, the Board may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Property, including the necessary fixtures and personal property related thereto, or for any other purpose deemed appropriate by the Association. The Board may levy a specific assessment against a particular Owner to reimburse the Association for costs incurred in bringing the Owner and his or her Parcel into compliance with the provisions of the Declaration, the Amendments thereto, the Articles, the Bylaws, and the Association Rules and Regulations. The due date of any Assessment under this Section 4 shall be fixed in a resolution authorizing such assessment.

Section 5. Annual Assessment/Computation by Board of Directors. It shall be the duty of the Board to prepare budgets of Common Expenses, if any, for each fiscal year. At least fourteen (14) days prior to the meeting at which the budget will be considered by the Board, the Board shall cause the proposed budgets and the assessments to be levied against each Parcel for the following year to be delivered to each Owner. The budgets and the assessment shall become effective once approved by the Board at the annual meeting or a special meeting for such purpose. Notwithstanding the foregoing, however, in the event the membership disapproves the proposed budgets or the Board fails for any reason to so determine the budgets for the succeeding year, then and until such time as budgets shall have been determined, as provided herein, the budgets in effect for the then current year shall continue for the succeeding year.

The Association shall, upon demand at any time, furnish to any Owner liable for any assessment, a certificate in writing signed by an officer of the Association setting forth whether any such assessment has been paid. Said certificate duly acknowledged by an officer of the Association shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 6. Liability for Assessments.

a. An Owner, regardless of how his or her title to Property has been acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, is liable for all assessments that come due while he or she is the Parcel Owner. The Owner's liability for assessments may not be avoided by waiver or suspension of the use or enjoyment of any Common Property or by abandonment of the Parcel upon which the assessments are made.

b. An Owner is jointly and severally liable with the previous Parcel Owner for all unpaid assessments that came due up to the time of transfer of title. This liability is without prejudice to any right the present Parcel Owner may have to recover any amounts paid by the present Owner from the previous Owner.

c. Notwithstanding anything to the contrary contained in this section, the liability of a first mortgagee or its successor assignee as a subsequent holder of the first mortgage who acquires title to a Parcel by foreclosure or by deed in lieu of foreclosure for the unpaid assessments, late fees, interest, and cost of collection that became due before the mortgagee's acquisition of title, shall be the lesser of:

(i) The Parcel's unpaid Common Expenses and regular periodic or special assessments that accrued or became due during the twelve (12) months immediately preceding the acquisition of title and for which payment in full has not been received the Association; or

(ii) One percent (1%) of the original mortgage debt.

The limitations on first mortgagee liability provided by this paragraph apply only if the first mortgagee filed suit against the Parcel Owner and initially joined the Association as a defendant in the mortgagee foreclosure action, or when the first mortgagee takes title by deed in lieu of foreclosure. Any unpaid assessment extinguished by foreclosure or deed in lieu of foreclosure pursuant to this Section 6 shall be deemed as a Common Expense collectible from the Owners of all the Parcels, including the foreclosing mortgagee, its successors and assigns, in an amount equal to each respective Parcel's share of annual and special assessments.

Section 7. Effect of Non-Payment of Assessment, Remedies of Association. Any assessments which are not paid when due shall be delinquent. Any assessment delinquent for more than ten (10) days shall incur a late charge in a reasonable amount as the Board may determine from time to time. The Association shall cause a notice of delinquency to be given to any Member who has not paid an assessment within ten (10) days following the due date. If the assessment has not been paid within thirty (30) days, a lien as herein provided for shall attach and in addition the lien shall include the late charge, interest on the principal amount due plus the late charge at the maximum allowable rate by law from the date first due and payable, all costs of collection, reasonable attorney's fees actually incurred, and any other amounts provided or permitted by law. In the event the assessment remains unpaid after sixty (60) days, the Association may, as the Board shall determine, institute suit to collect such amounts or to foreclose its Lien. Each Owner, by his or her acceptance of deed to a Parcel, vests in the Association or its agents, the right and power to bring all actions against him or

her personally for the collection of such charges as a debt or to foreclose the aforesaid lien in the same manner as other liens for the improvement of real property. The lien provided for in this Article shall be in favor of the Association and shall be for the benefit of all other Owners. The power to bid on the Parcel at any foreclosure sale or to acquire, hold, lease, mortgage and convey the same, shall be held by the Association acting on behalf of the Owners.

Section 8. Property Exempt from Assessments. Any portion of the Property conveyed or transferred (by deed, dedication, grant of easement, or otherwise) to and accepted by a local, state, or federal public or regulatory authority for a public purpose are fully exempt from the assessments created herein. This exemption is intended to apply only to public dedications of easements, roads, and similar facilities and shall not apply to Parcels conveyed or transferred to a federal, state or local governmental body for the construction buildings or other facilities.

## **ARTICLE VI. GENERAL PROVISIONS**

### Section 1. Duration.

a. The covenants and restrictions of this Declaration, as it may be amended from time to time, shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association or any Member thereof for a period of twenty-five (25) years from the date hereof. Thereafter they shall be automatically extended for additional periods of ten (10) years unless an instrument in writing, signed by two-thirds of the then Owners, has been recorded within the year preceding the beginning of each successive period of ten (10) years, agreeing to terminate the same.

b. The Association shall have perpetual existence.

Section 2. Covenants Run with the Land. All restrictions, reservations, covenants, conditions, and easements contained in this Declaration shall constitute covenants running with the land; and all grantees, devisees, or mortgagees, their heirs, personal representatives, successors and assigns, and all parties claiming by, through, or under such persons agree to be bound by the provisions of (a) this Declaration and (b) the Articles of Incorporation and By-Laws of the Association which will be the entity responsible for the operation and maintenance of the Common Property.

Section 3. Enforcement. Declarant or the Association shall have the right to enforce, by proceedings at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration or any rules and regulations promulgated by the Board, and shall be entitled to recover all expenses, costs and attorney's fees related thereto. Failure by the Declarant or the Association to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 5. Amendments. Except as otherwise provided herein, this Declaration may be amended only by duly recording an instrument executed and acknowledged by all Parcel Owners. Notwithstanding the foregoing, as long as Declarant, its members, affiliates or subsidiaries, owns any portion of the Property, no amendment shall be effective without the written joinder and consent to the amendment by the Declarant. The Declarant reserves the right to unilaterally amend this Declaration without the approval of any other Owner or mortgagee in order to correct scrivener's errors or to comply with any requirements of the County or other applicable governmental entity or agency. As long as Declarant, its members, affiliates or subsidiaries, owns any portion of the Property, the Declarant may unilaterally amend the Declaration for any purpose as in the judgment of Declarant may be necessary or desirable to accomplish its development or sales objectives. Such amendment shall be evidenced by an amendment executed by the Declarant and recorded in the public records of the County. Notwithstanding anything to the contrary set forth in this Section, no amendment shall be made without the consent of a certain Owner or Owners to provisions that otherwise expressly require the consent of a certain Owner or Owners.

In no event shall this Declaration be amended by Declarant or the Association to change the allocation of the annual assessment set forth in Article V without the prior written consent of all Parcel Owners. Further, no Parcel shall be subdivided without the prior written consent of Declarant.

Section 6. Indemnification. The Association shall indemnify every officer and director against any and all expenses, including counsel fees, reasonably incurred by or imposed upon any officer or director in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer or director. The officers and directors shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be Members of the Association), and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled. The Association may, as a Common Expense, maintain adequate general liability and officers' and directors, liability insurance to fund this obligation, if such insurance is reasonably available.

Section 7. Gender and Grammar. The singular, wherever used herein, shall be construed to mean the plural, when applicable, and the use of the masculine pronoun shall include the neuter and feminine.

Section 8. Attorney's Fees. In the event an Owner institutes any legal action or proceeding for the enforcement of any right or obligation herein contained, the prevailing party after a final adjudication shall be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.

Section 9. No Waiver. No waiver of any default of any Owner or the Association shall be implied from any omission by any other party to take any action with respect to such default.

Section 10. Governing Law. The laws of the State in which the Parcels are located shall govern the interpretation, validity, performance, and enforcement of this Declaration.

Section 11. Waiver of Jury Trial. Declarant, the Association and all Owners hereby knowingly, irrevocably, voluntarily and intentionally waive any rights to a trial by jury in respect of any action, proceeding or counterclaim with respect to or arising out of, under or in connection with this Declaration, or any course of conduct, course of dealing, statement (whether verbal or written) or action of any party hereto.

Section 12. Venue. In the event of any litigation arising out of or pursuant to this Declaration, venue for all such actions shall lie in the state courts of Martin County, Florida.

[Signature page to follow]

**IN WITNESS WHEREOF**, the undersigned Declarant has executed this Declaration this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

Signed, sealed and delivered  
in the presence of:

Palmetto Hobe Sound-SE Federal Hwy,  
LLC, a Florida limited liability company

By: Palmetto Capital Group, LLC, a  
Georgia limited liability company, its  
Manager

By: Daniel Land Company, Inc., a  
Georgia corporation, its Manager

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Printed Name

STATE OF GEORGIA    )  
  ) SS  
COUNTY OF THOMAS )

On this the \_\_\_\_ day of \_\_\_\_\_, 2019, before me, the undersigned, personally appeared John N. Daniel, III, who acknowledged himself to be the President of Daniel Land Company, Inc., which entity is the Manager of Palmetto Capital Group, LLC, a Georgia limited liability company, which entity is the Manager of Palmetto Hobe Sound-SE Federal Hwy, LLC, a Florida limited liability company and that he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as Manager.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**CONSENT AND JOINDER**



The undersigned Lender hereby consents to the imposition of the burdens, benefits and easements set forth in the foregoing Declaration of Covenants, Conditions, Restriction and Easements and agrees to be bound by the terms thereof.

IN WITNESS WHEREOF, Lender has set its hand and affixed its seal this \_\_\_\_ day of \_\_\_\_\_, 2019.

Witnesses:

THOMASVILLE NATIONAL BANK

\_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_  
Hank Stone, Senior Vice President

\_\_\_\_\_  
Name: \_\_\_\_\_

STATE OF GEORGIA    )  
                                  ) SS  
COUNTY OF THOMAS )

On this the \_\_\_\_ day of \_\_\_\_\_, 2019, before me, the undersigned, personally appeared Hank Stone who acknowledged himself to be the Senior Vice President of Thomasville National Bank Bank and that he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as Senior Vice President.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**EXHIBIT "A"**

**Legal Description of Master Parcel**

**EXHIBIT "B"**

**Legal Description of LVP Parcel**

**EXHIBIT "C"**

**Legal Description of Parcel 2**

**EXHIBIT "D"**

**Legal Description of Preserve Area Parcel**

**EXHIBIT "E"**

**Legal Description of Secure Storage Parcel**

**EXHIBIT "F"**

**Property Sketch**

**EXHIBIT "G"**

**Articles of Incorporation**

**EXHIBIT "H"**

**Bylaws**

**EXHIBIT "H"**  
**BY-LAWS**  
**OF**  
**HOBE SOUND LOT OWNERS ASSOCIATION, INC.**

**ARTICLE I**

NAME AND LOCATION. The name of the corporation is HOBE SOUND LOT OWNERS ASSOCIATION, INC., hereinafter referred to as the "Association." The initial principal office of the Association shall be located at 221 S. Crawford Street, Thomasville, Georgia 31792, but meetings of members and directors may be held at such places within the State of Florida, as may be designated by the Board of Directors.

**ARTICLE II**

**DEFINITIONS**

Section 1. "Association" shall mean and refer to Hobe Sound Lot Owners Association, Inc., its successors and assigns. The Association shall have perpetual existence.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions and Easements of Palmetto Properties, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Property" shall mean the Preserve Area Parcel described in the Declaration, and any other real or personal property owned by the Association.

Section 4. "Parcel" shall mean and refer to each tract land described as a lot or parcel in Article I, Section 16 of the Declaration of Covenants, Conditions and Restrictions and Easements of Hobe Sound Properties.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Parcel which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Declarant" shall mean and refer to Palmetto Hobe Sound-SE Federal Hwy, LLC, a Florida limited liability company, its successors and assigns.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions and Easements of Hobe Sound Properties applicable to the Properties recorded in the Office of Official Records of Martin County, Florida.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

### **ARTICLE III**

#### **MEETING OF MEMBERS**

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 10:00, A.M. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the President or by the Board of Directors, or upon written request of the members who are entitled to vote one-third (1/3) of all of the votes of the membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-half (1/2) of the votes of the membership shall constitute a quorum for any action. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his, her or its Parcel.

## **ARTICLE IV**

### **BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE**

Section 1.    Number. The affairs of this Association shall be managed by a Board of three (3) directors, who need not be members of the Association. The initial Board of Directors shall be Michael D. Houghton, Justin P. Wilson and Patrick Connor.

Section 2.    Term of Office. At the first annual meeting the members shall elect one director for a term of one year, one director for a term of two years and one director for a term of three years; and at each annual meeting thereafter the members shall elect one director for a term of three years.

Section 3.    Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4.    Compensation. No director shall receive compensation for any service rendered to the Association. However, any director may be reimbursed for any actual expenses incurred in the performance of the director's duties.

Section 5.    Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all of the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.



## **ARTICLE V**

### **NOMINATION AND ELECTION OF DIRECTORS**

Section 1.    Nomination. Nomination for election to the Board of Directors after the initial Board shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and one or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2.    Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

## **ARTICLE VI**

### **MEETINGS OF DIRECTORS**

Section 1.    Regular Meetings. Regular meetings of the Board of Directors shall be held quarterly without notice, at such place and hour as may be fixed from time to time by

resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two directors, after not less than three (3) days notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

## **ARTICLE VII**

### **POWERS AND DUTIES OF THE BOARD OF DIRECTORS AND THE ASSOCIATION**

Section 1. Powers. The Board of Directors shall have power to:

- (a) adopt and publish rules and regulations governing the use, maintenance and control of the Common Property and facilities;
- (b) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;
- (c) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and
- (d) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2.    Duties. It shall be the duty of the Board of Directors to:

(a)    cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by any member who is entitled to vote;

(b)    supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c)    as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each Parcel at least thirty (30) days in advance of each annual assessment period;

(2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period;

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date and/or to bring an action at law against the owner personally obligated to pay the same;

(d)    issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of any such certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e)    procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and

(g) cause the Common Property to be maintained.

Section 3. Association Powers. The Association shall have all rights of non profit owner's associations pursuant to Florida law including, without limitation, the right to own and convey property and to sue and be sued.

## **ARTICLE VIII**

### **OFFICERS AND THEIR DUTIES**

Section 1. Enumeration of Offices. The officers of this Association shall be a President and Vice President, who shall at all times be members of the Board of Directors, a Secretary, and a Treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise shall be disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date

of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6.    Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7.    Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8.    Duties. The duties of the officers are as follows:

President

(a)    The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds, and other written instruments; and shall sign all checks and promissory notes. The initial President shall be Michael D. Houghton.

Vice President

(b)    The Vice President shall act in the place and stead of the President in the event of his absence, inability or refusal to act; and shall exercise and discharge such other duties as may be required of him by the Board. The initial Vice President shall be Justin P. Wilson.

### Secretary

(c) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; shall keep the corporate seal of the Association and affix it on all papers requiring said seal; shall serve notice of meetings of the Board and of the members; shall keep appropriate current records showing the members of the Association together with their addresses; and shall perform such other duties as required by the Board. The initial Secretary shall be Patrick Connor.

### Treasurer

(d) The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; shall keep proper books of account; shall cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular meeting, and deliver a copy of each to the members. The initial Treasurer shall be Patrick Connor.

## **ARTICLE IX**

### **COMMITTEES**

The Association may appoint a Nominating Committee as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.



**ARTICLE X**  
**BOOKS AND RECORDS**

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at a reasonable cost.

**ARTICLE XI**  
**ASSESSMENTS**

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorneys' fees of any such action shall be added to the amount of such assessment.

**ARTICLE XII**  
**INDEMNIFICATION**

The Association shall have the power to indemnify any person who was or is a party to any proceeding (other than an action by, or in the right of, the corporation) by reason of the fact that he is or was a director, officer, employee or agent of the Association or is or

was serving at the request of the Association against liability incurred in connection with such proceeding, including any appeal thereof, if he acted in good faith and in a manner he reasonably believed to be, or not opposed to, the best interest of the Association and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The provisions set forth in Chapter 607, Florida Statutes, shall govern and control any determination of liability of the Association for indemnification as provided for herein.

### **ARTICLE XIII**

#### **CORPORATE SEAL**

The Association may, but shall not be required to, have a seal in circular form having within its circumference the words (or an appropriate contraction or abbreviation thereof): Hobe Sound Lot Owners Association, Inc., a corporation not-for-profit.

### **ARTICLE XIV**

#### **DISSOLUTION**

In the event the Association is dissolved, any dedicated or deeded property and Common Property and corresponding infrastructure shall be conveyed to a similar non profit organization or entity ("Successor Entity") to assure continued maintenance and operation. The Successor Entity shall have all power, authority and responsibility for the maintenance and operation of the Common Property.

**ARTICLE XV**  
**AMENDMENTS**

Section 1. These By-Laws may be amended, at a regular or special meeting of the Board of Directors, by a vote of a majority of a quorum of directors present in person or by proxy.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

**ARTICLE XVI**  
**MISCELLANEOUS**

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the directors of Hobe Sound Lot Owners Association, Inc., have hereunto set our hands this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Michael D. Houghton

\_\_\_\_\_  
Justin P. Wilson

\_\_\_\_\_  
Patrick Connor

STATE OF FLORIDA  
COUNTY OF POLK

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by Michael D. Houghton, who [ ] is personally known to me [ ] or has produced a Florida driver's license as identification.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF POLK

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by Justin P. Wilson who [ ] is personally known to me [ ] or has produced a Florida driver's license as identification.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF POLK

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by Patrick Connor who [ ] is personally known to me [ ] or has produced a Florida driver's license as identification.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**CERTIFICATION**

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting Secretary of Hobe Sound Lot Owners Association, Inc., a Florida not-for-profit corporation, and, THAT the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Patrick Connor

**CONTRACT FOR  
CONSTRUCTION OF REQUIRED IMPROVEMENTS**

This Contract for Construction of Required Improvements is made by and between PALMETTO HOBE SOUND-SE FEDERAL HWY, LLC, a Florida limited liability company, hereinafter referred to as the "**Developer**", and MARTIN COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "**County**." The date of this Contract is [REDACTED].

**W I T N E S S E T H:**

**WHEREAS**, the Developer has heretofore made application to County for approval of HOBE SOUND RETAIL SUBDIVISION, a replat of a portion of Lot 89 of Gomez Grant and Jupiter Island, recorded in Plat Book 1, Page 80, Hobe Sound, Martin County Florida; and

**WHEREAS**, certain improvements are a condition for approval of the above- referenced project.

**NOW THEREFORE**, in consideration of the intent and desire of the Developer as set forth herein, and to gain approval by County for the above-referenced project, the Developer and County agree as follows:

1. The Developer agrees to, within 12 months after the date of this Contract, complete the required improvements for the above-referenced project, according to the plans approved by the County Engineer. The required improvements are more particularly set forth on **Exhibit A**, attached hereto and made a part hereof.

2. The Developer agrees to supply the County with security in the amount of **\$100,527.88** in the form of a letter of credit, a copy of which is attached as **Exhibit B**, representing the estimated cost of the required improvements as certified by the Developer's engineer and approved by the County Engineer. The expiration date for any security provided shall be no sooner than 3 months after the completion date for the required improvements.

3. In the event that Developer wishes to reduce the amount of the security as portions of the total required improvements are completed, then a specific reduction schedule shall be attached hereto as **Exhibit C**. If a letter of credit is used as security, an amended letter of credit shall be provided for each reduction, to total 100% of the remaining improvements to be secured.

4. The required improvements shall be constructed under the supervision of Developer's engineer, in full compliance with the specifications and requirements of County, and when complete, said engineer must furnish a certificate of satisfactory completion to the County Engineer for approval.

5. It is further understood by and between the parties to this Contract that, in the

event said required improvements are not constructed within 12 months after the date of this Contract, the County shall have and is hereby granted the right to cause the required improvements to be made and to use the security provided herewith for payment of all costs and expenses incurred in the construction thereof, including but not limited to, engineering, legal and contingent costs. Furthermore, it is agreed by the parties hereto that County shall be reimbursed from the security provided for any damages, either direct or consequential, which the County may sustain as a result of the failure of Developer to carry out and execute all of the provisions of this Contract. County shall have the option to construct and install the required improvements with County employees and equipment, or pursuant to public advertisement and receipt of bids, in the event of Developer's failure or refusal to do so in accordance with the terms of this Contract. In the event that the total costs incurred in construction and full completion of the improvements exceeds the amount of security provided, such additional costs shall be paid by Developer on written demand by the County Engineer.

6. In the event the Developer's engineer makes a request for a draw for improvements prior to the completion of the improvements, and necessitates an additional inspection of the improvements, the County Engineer will impose a 5 day delay of the release of funds. In the event the same occurs for the second request, the County Engineer will impose a 10 day delay of the release of funds.

7. Prior to final release of the security provided for herein, Developer shall enter into a separate agreement for maintenance of the required improvements for a period of 12 months. Developer shall provide security for its performance under the maintenance agreement in an amount not less than 10% of the estimated total cost of the required improvements, as certified by Developer's engineer and approved by the County Engineer. The expiration date for the security must be no sooner than 3 months after the term of the Maintenance Agreement.

8. For projects involving dedication of improvements to the public, Developer shall furnish the County Engineer with "as built" plans for the public improvements.

9. Developer designates the following person as its representative to be contacted and to receive all notices regarding this Contract:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

IN WITNESS WHEREOF, the parties hereto have executed these presents on the dates indicated below. The date of this Contract shall be the date on which this Contract was approved by the Board of County Commissioners.

**"OWNER/DEVELOPER"**

WITNESSES

**Palmetto Hobe Sound-SE Federal Hwy, LLC,**  
a Florida limited liability company  
221 S. Crawford Street, Thomasville GA 31792

Print: \_\_\_\_\_

By: Palmetto Capital Group, LLC,  
a Georgia limited liability company  
Its Manager

Print: \_\_\_\_\_

By: The Watkins Company, LLC,  
a Georgia limited liability company  
Its Manager

By: \_\_\_\_\_  
Miles Watkins  
Its Manager

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing Contract for Construction of Required Improvements is acknowledged before me by means of ( ) physical presence or ( ) online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2020, by Miles Watkins as Manager of the Watkins Company, LLC, a Georgia limited liability company, as Manager of Palmetto Capital Group, LLC, a Georgia limited liability company, as Manager of Palmetto Hobe Sound-SE Federal Hwy, LLC a Florida limited liability company, on behalf of the entities. He ( ) is personally known to me or ( ) has produced as identification.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2020.

NOTARY PUBLIC

[STAMP]

\_\_\_\_\_  
Name:  
My Commission Expires:



THE FOREGOING IS DULY APPROVED BY THE BOARD OF COUNTY COMMISSIONERS  
OF MARTIN COUNTY, FLORIDA, ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

**"COUNTY"**

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
MARTIN COUNTY, FLORIDA

\_\_\_\_\_  
MARSHA EWING, CLERK

BY: \_\_\_\_\_  
CHAIRMAN

APPROVED AS TO LEGAL FORM  
AND CORRECTNESS

\_\_\_\_\_  
KRISTA A. STOREY  
SENIOR ASSISTANT COUNTY ATTORNEY

**Exhibit A**

**Scope of Work**

(Martin County Engineering Department Engineer's Opinion of Probable Cost)

SEE ATTACHED.



# **MARTIN COUNTY ENGINEERING DEPARTMENT** **ENGINEER'S OPINION OF PROBABLE COST**

**PROJECT NAME:** Hobe Sound Retail Subdivision **PHASE/PARCEL/PLAT:** N/A

<b>ITEM</b>	<b>QTY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>AMOUNT</b>
<b>EARTHWORK/SITEWORK</b>				
a) Mobilization	0	LS	\$0.00	0.00
b) Clearing, grading and grubbing	0.0	AC	\$3,000.00	0.00
c) Excavation (cut)	0	CY	\$7.00	0.00
d) Embankment (fill)	75	CY	\$12.50	937.50
e) Sod and seed/mulch	0	SY	\$2.00	0.00
f) Concrete disposal	0.0	TN	\$60.00	0.00
g) Erosion control	0	LS	\$0.00	0.00
h) Fencing/railing	0	LS	\$0.00	0.00
i) Materials testing	0	LS	\$0.00	0.00
			<b>Subtotal</b>	<b>937.50</b>
<b>ROADWORK</b>				
a) Asphalt milling, 1" avg.	0	SY	\$1.50	0.00
b) Stabilized subgrade, roll in place	0	SY	\$3.00	0.00
c) Stabilized subgrade, Type B, 12" thick	0	SY	\$7.50	0.00
d) Paving base, optional base group 6	0	SY	\$12.50	0.00
e) Paving base, optional base group 9	0	SY	\$15.50	0.00
f) Paving base, other	0	SY	\$0.00	0.00
g) Asphaltic concrete, SP-9.5, 1-1/2" thick	0	SY	\$15.00	0.00
h) Asphaltic concrete, SP-9.5, 2 1/2" thick	0	SY	\$25.00	0.00
i) Asphaltic concrete, SP-9.5, 3" thick	0	SY	\$30.00	0.00
j) Asphalt overlay, SP-9.5 (<= 150 tons)	0.0	TN	\$150.00	0.00
k) Asphalt overlay, SP-9.5 (> 150 tons)	0.0	TN	\$120.00	0.00
l) Pervious asphalt or concrete	0	SY	\$60.00	0.00
m) Concrete curb & gutters	0	LF	\$14.25	0.00
q) Sidewalk, 6' wide	0	LF	\$25.00	0.00
r) Maintenance of traffic (M.O.T.)	1	LS	\$8,500.00	8,500.00
			<b>Subtotal</b>	<b>8,500.00</b>
<b>DRAINAGE</b>				
a) Inlets / Manholes (<10' depth)	1	EA	\$3,000.00	3,000.00
b) Inlets / Manholes (10' or > depth)	0	EA	\$4,000.00	0.00
c) Control structures	0	EA	\$6,000.00	0.00
d) Endwalls	0	CY	\$700.00	0.00
e) Rip-rap	0	CY	\$80.00	0.00
f) Storm culvert, 15" dia. or equiv.	0	LF	\$28.00	0.00
g) Storm culvert, 18" dia. or equiv.	203	LF	\$34.00	6,902.00
h) Storm culvert, 24" dia. or equiv.	0	LF	\$48.00	0.00
i) Storm culvert, 30" dia. or equiv.	0	LF	\$65.00	0.00



## MARTIN COUNTY ENGINEERING DEPARTMENT ENGINEER'S OPINION OF PROBABLE COST

j) Storm culvert, 36" dia. or equiv.	0	LF	\$88.00	0.00
k) Storm culvert, 48" dia. Or equiv.	0	LF	\$125.00	0.00
l) Exfiltration trench	0	LF	\$100.00	0.00
			<b>Subtotal</b>	<b>9,902.00</b>

### UTILITIES

a) Water main, 4"	0	LF	\$13.00	0.00
b) Water main, 6"	0	LF	\$17.50	0.00
c) Water main, 8"	0	LF	\$23.50	0.00
d) Water main, 10"	0	LF	\$31.25	0.00
e) Water main, 12"	0	LF	\$40.00	0.00
f) Water service, single	0	EA	\$790.00	0.00
g) Water service, double	0	EA	\$930.00	0.00
h) Fire hydrant assembly	1	EA	\$3,600.00	3,600.00
i) Sewer main, 8" gravity (<=8' depth)	0	LF	\$28.00	0.00
j) Sewer main, 8" gravity (<8'-12' depth)	0	LF	\$43.00	0.00
k) Sewer main, 8" gravity (<12'-16' depth)	0	LF	\$88.00	0.00
l) Sewer main, 8" gravity (<16'-20' depth)	0	LF	\$104.00	0.00
m) Sewer main, force, (4")	0	LF	\$13.50	0.00
n) Sewer manhole (<=8' depth)	0	EA	\$2,900.00	0.00
o) Sewer manhole (<8'-12' depth)	0	EA	\$3,850.00	0.00
p) Sewer manhole (<12'-16' depth)	0	EA	\$5,500.00	0.00
q) Sewer manhole (<16'-20' depth)	0	EA	\$8,800.00	0.00
r) Sewer lateral, single	0	EA	\$900.00	0.00
s) Sewer lateral, double	0	EA	\$1,100.00	0.00
t) Lift Station	0	EA	\$0.00	0.00
u) Directional drill (<= 6" dia.)	0	LF	\$50.00	0.00
v) Directional drill (8"-10" dia.)	0	LF	\$88.00	0.00
w) Directional drill (12" or > dia.)	0	LF	\$140.00	0.00
			<b>Subtotal</b>	<b>\$3,600.00</b>

### TRAFFIC

a) Signage	0	LS	\$0.00	0.00
b) Striping	0	LS	\$0.00	0.00
c) Control devices (signals)	0	EA	\$0.00	0.00
			<b>Subtotal</b>	<b>\$0.00</b>

### SURVEY

a) Setting P.C.P.'s	0	LS	\$0.00	0.00
b) Setting and replacing all P.R.M.'s	0	LS	\$0.00	0.00
c) Setting all lot corners	0	LS	\$0.00	0.00
			<b>Subtotal</b>	<b>\$0.00</b>



## MARTIN COUNTY ENGINEERING DEPARTMENT ENGINEER'S OPINION OF PROBABLE COST

### MISCELLANEOUS

a) Total Misc Costs (See Attached)	<u>1</u>	<u>EA</u>	<u>\$77,588.38</u>	<u>77,588.38</u>
b)	<u>                    </u>	<u>                    </u>		<u>0.00</u>
	<u>                    </u>	<u>                    </u>		
	<u>                    </u>	<u>                    </u>		
	<u>                    </u>	<u>                    </u>		
	<u>                    </u>	<u>                    </u>		
	<u>                    </u>	<u>                    </u>		
	<u>                    </u>	<u>                    </u>		
	<u>                    </u>	<u>                    </u>		
c)	<u>                    </u>	<u>                    </u>		<u>0.00</u>
	<u>                    </u>	<u>                    </u>		
Subtotal				<u>\$77,588.38</u>

**TOTAL ESTIMATED COST OF IMPROVEMENTS** **\$100,527.88**

#### \*\*Disclaimer\*\*

- 1) Unit prices pre-entered on this spreadsheet reflect Martin County annual requirements contractors' unit prices and should not be modified without the approval of the County Engineer or his designee.

Prepared by:

Andrew Savage  
Professional Engineer's Name

  
Professional Engineer's Signature / Seal

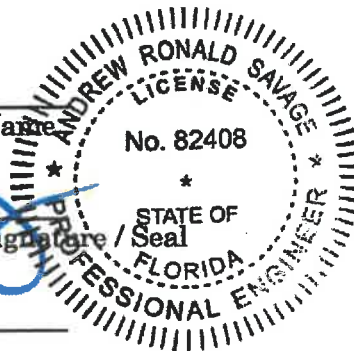
82408  
P.E. No.

01/06/2020  
Date

Bohler Engineering 30780  
Firm's Name and Licensed Business No. (if applicable)

2255 Glades Road Suite 305 E Glades Road 33431  
Firm's Address

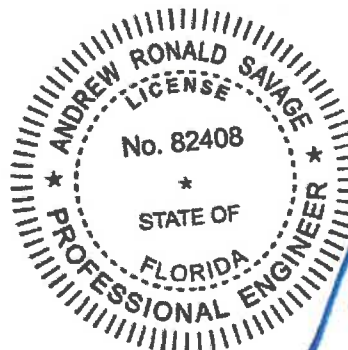
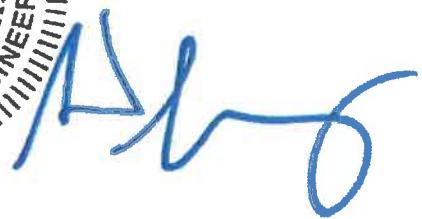
561-571-0280  
Phone No.



Hobe Sound Retail Subdivision					
On Site FDOT Pay Item	Description	UOM	Quantity	Unit Cost	Estimated Cost
	<b>Roadway</b>				
0110 4 10	Removal of Exist. Concrete	SY	28	\$15.06	\$421.68
0160 4	Type "B" Stabilization	SY	403	\$4.27	\$1,720.81
285706	Optional Base Group	SY	403	\$18.32	\$7,382.96
0337 7 82	Asph Conc. FC, Traffic C, FC-9.5	TN	107	\$138.02	\$14,768.14
0522 2	Sidewalk Concrete, 6" thick	SY	2	\$57.60	\$115.20
0527 2	Detectable Warnings	EA	2	\$28.17	\$56.34
	Compacted Subgrade	SY	21	\$3.00	\$63.00
	<b>Signing &amp; Pavement markings</b>				
0711 17	Removal of Existing Striping	SF	325	\$7.28	\$2,368.00
0711 11224 61	Thermoplastic, STD, Yellow, Solid, 24"	LF	40.00	\$2.87	\$114.80
0711 15231 2	Thermoplastic, STD, Yellow, Solid, 6"	GM	0.10	\$1,779.00	\$177.90
0710 11131	Painted Pmnt Mark, STD, White, Skip, 6"	GM	0.05	\$431.96	\$21.60
0711 11143	Thermoplastic, STD, White, Solid, 6"	GM	0.10	\$38.54	\$3.95
0711 11102	Thermoplastic, STD, White, Solid, 8"	GM	0.01	\$6,639.79	\$66.40
0711 11143	Thermoplastic, STD, White, Solid, 12"	GM	0.10	\$0.40	\$0.040
0711 12170	Thermoplastic, STD, White, Arrow	EA	3.00	\$76.26	\$228.780
0711 11124	Thermoplastic, STD, White, Solid, 18"	LF	37.78	\$3.34	\$126.185
0700 1 50	Single post sign, relocate	EA	1	\$331.42	\$331.42
0711 11151	Thermoplastic Pavement striping (6" white)	LF	0	\$0.16	\$0.00
0711 11160	Thermoplastic, STD, White, Message	EA	1	\$132.00	\$132.00
	Temp/Perm Striping (Required During Cure Time)	LS	1	\$891.45	\$891.45
	R/W Raised Pavement Markers	EA	5	\$5.35	\$26.75
	A/A Raised Pavement Markers	EA	20	\$5.35	\$107.00
	<b>Utilities</b>				
0715 4 71	Light Pole to be Removed	EA	1	\$374.51	\$374.51
	Core Drill into Ex Structure	EA	1	\$1,500.00	\$1,500.00
1080 23108	8"x6" Tapping Saddle	EA	1	\$3,385.00	\$3,385.000
	8" DIP Water	LF	416	\$49.11	\$20,429.760
	8" DIP Water	LF	32	\$40.64	\$1,300.480
	6" Gate Valve	LF	1	\$1,500.00	\$1,500.000
	8" Gate Valve	LF	4	\$1,750.00	\$7,000.000
	8" Restraints	EA	12	\$208.83	\$2,505.96
	6" Restraints	EA	1	\$165.94	\$165.94
	Misc MJ Fittings	EA	5	\$162.38	\$761.95
0425 1551	Type E Ditch Bottom Inlet	EA	1	\$3,705.70	\$3,705.70
Sub-total					\$71,841.10
	<b>Mobilization (MOB)</b>	LS	1	8% of Subtotal Cost	\$5,747.29
<b>Total</b>					<b>\$77,588.38</b>

**Note:**

The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Engineer at this time and represent only the Engineer's judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

## **Exhibit B**

### **Form of Surety (Letter of Credit)**

[DRAFT SURETY PROVIDED AS SEPARATE SUBMITTAL ITEM; APPLICANT WILL  
ADD FINAL SURETY FORM AS EXHIBIT B]

**Exhibit C**

**Reduction Schedule**

NOT APPLICABLE.



[ISSUING INSTITUTION'S LETTERHEAD]

Irrevocable Letter of Credit No. \_\_\_\_\_

Amount: **\$100,527.88**

Issue Date: [Date of Contract to Complete Improvements]

Expiration Date: [Date of Construction Deadline + 3 months]

Board of County Commissioners  
Martin County, Florida  
2401 S.E. Monterey Road  
Stuart, Florida 34996

**Re: Martin County Project No. M190-005  
Maintenance Obligations**

Dear Commissioners:

THOMASVILLE NATIONAL BANK ("Bank") hereby establishes and opens its Irrevocable Letter of Credit No. \_\_\_\_\_ in favor of the BOARD OF COUNTY COMMISSIONERS OF MARTIN COUNTY, FLORIDA ("County") for the account of PALMETTO HOBE SOUND-SE FEDERAL HWY, LLC, A FLORIDA LIMITED LIABILITY COMPANY ("Applicant") in the amount of **\$100,527.88**, effective as of the above-referenced Issue Date, available to the County upon written demand for payment to the Bank as set forth below.

We understand that this letter of credit is for the purpose of securing the Applicant's performance of the maintenance obligations specified in the Hobe Sound Retail Minor Final Site Plan between the Applicant and the County dated \_\_\_\_\_, a copy of which is attached as Exhibit A, and to indemnify, defend and hold harmless the County for damages and costs (including attorneys' fees) it incurs in the event the Applicant defaults on such maintenance obligations.

Funds under this letter of credit are available to the County hereunder not exceeding the aggregate amount of this letter of credit against the County's sight draft upon mentioning our Letter of Credit No. \_\_\_\_\_, accompanied by a statement signed by the authorized officer or agent of the County to the effect that: (a) the Applicant has defaulted on its maintenance obligations under Exhibit A; and (b) it is the County's right and/or obligation to complete the maintenance obligations called for under the terms of Exhibit A; and (c) the County's claim includes the costs of performing the maintenance obligations and contingent costs and expenses, together with any damages, either direct or consequential which the County may sustain on account of failure of the Applicant to carry out and execute its maintenance obligations under Exhibit A; and (d) the County will promptly refund to the Bank any portion of such funds drawn which exceeds the costs and damages to the County as a result of the Applicant's default of such maintenance obligations.

This letter of credit expires on the above-referenced Expiration Date.

Board of County Commissioners  
Martin County, Florida  
Irrevocable Letter of Credit No. \_\_\_\_\_  
Page 2

If we receive the County's sight draft and statement as mentioned above here 301 North Broad Street Thomasville, GA 31792 on or prior to the expiration date we will promptly honor the same.

Bank agrees that partial, multiple and successive demands for payment may be made by County up to and including the Expiration Date.

Sincerely,

WITNESS 1:

Thomasville National Bank

By: \_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

WITNESS 2:

By: \_\_\_\_\_  
Name: \_\_\_\_\_

STATE OF GEORGIA  
COUNTY OF THOMAS

The foregoing Irrevocable Letter of Credit is acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_ as \_\_\_\_\_ (Title) of Thomasville National Bank, who (\_\_\_\_) is personally known to me or (\_\_\_\_) has produced \_\_\_\_\_ as identification.

NOTARY PUBLIC

[SEAL]

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



## SOUTH MARTIN REGIONAL UTILITY (SMRU)

9000 ATHENA STREET • P.O. BOX 395 • HOBE SOUND, FLORIDA 33475-0395

(772) 546-2511 • FAX (772) 546-3077

January 27, 2020

Mr. Christopher Capellini, P.E.  
Bohler Engineering  
2255 Glades Rd, Suite 305 E  
Boca Raton, FL 33431

Subject: Hobe Sound Burger King & Taco Bell

Dear Mr. Capellini:

The SMRU offers the following comments as they relate to potable water and wastewater services at the said project location, and the preservation of existing infrastructure affected by these water and sewer connections. The owner is responsible for compliance with the Regulations, Policies and Procedures of the SMRU and obtaining all necessary approvals/permits prior to construction. All fees must be paid and the account must be in good standing prior to the issuance of the Utility Permit.

This project will consist of the construction of a 1,677 sf one story Taco Bell restaurant with 36 seats. The restaurant will use single service articles, and will not be open longer than 16 hours per day. The area to be irrigated is 9,347 sf. Water will be served by the existing 8-inch water main that runs along the east side of Federal Highway, and sewer will be served by the existing 8-inch gravity main that fronts the property on Federal Highway.

The site is currently vacant, and therefore does not have any existing ERCs allocated to it. Based on the proposed occupancy, the project will have an approximate domestic water and wastewater usage of two and a half (2.5) Equivalent Residential Connections (ERCs) and be served by a new 1-inch water meter, and the irrigation will have a demand of approximately 2.5 ERC's and be served by a new 1-inch irrigation meter. Therefore, a total of five (5) water ERCs and two and a half (2.5) wastewater ERCs will need to be purchased.

The five (5) ERC's for **Potable Water** must be paid according to the following:

Connection Charges  
 $\$1,800 \times 5 \text{ ERC} = \$9,000.00$

Accrued Guarantee Revenue Fee  
 $60 \text{ months} \times \$21.23 \times 5 \text{ ERCs} = \$6,369.00$

The two and a half (2.5) ERC's for **Wastewater** must be paid according to the following:

Connection Charges  
 $\$2,610 \times 2.5 \text{ ERC} = \$6,525$

Accrued Guarantee Revenue Fee  
 $60 \text{ months} \times \$13.26 \times 2.5 \text{ ERCs} = \$1,989.00$

**\*Total fee = \$23,883.00**

\*Previously paid reservation fees may be deducted from the total fee at time of payment.

Once these fees are paid, five (5) potable water ERCs, and two and a half (2.5) wastewater ERCs will be creditable towards capacity at the Hobe Sound Taco Bell for any future redevelopment.

**Offsite Improvements:**

The existing lift station that will receive the sanitary sewer discharged from the proposed facility will require the developer purchase a new portable generator. Contact SMRU for further details.

**Metering and Backflow:** Two new 1-inch water meters and 1-inch above grade backflow preventers must be located on the property for domestic and irrigation use. The cost of the meter tap and all service line extensions will be borne by the owner. All service line extensions will be constructed by the developer. All connections to the SMRU potable water and wastewater system must be fully coordinated with, and inspected by SMRU. The owner will be required to have the proposed backflow preventer inspected and certified annually, and report the results to SMRU.

**Fire Suppression:** During the construction phase, fire hydrants shall remain in service wherever possible. At the time of utility review, the existing condition of the nearest fire hydrant will be evaluated and if necessary, the hydrant will be replaced or upgraded at the owner's expense. Proper abandonment and installation of new hydrants must be fully coordinated with SMRU for both placement and material review. In the event that the existing hydrant will need to be removed from service, it is the developer's responsibility to indicate that the hydrant is "Out of Service" by placing a placard on the hydrant and to notify SMRU in advance, so that Martin County Emergency Services may be apprised of the condition.

**Construction phase:** The contractor will be responsible for any and all damage to SMRU property and infrastructure; steel plating must be used over any water mains that may be impacted by construction traffic. Construction water must be supplied via an appropriate backflow device and/or temporary meter as supplied by SMRU. In no case shall any construction water be provided without an appropriate backflow device connected.

**Inspections:** The contractor/engineer is responsible for providing full plans and specifications to SMRU prior to commencing any work. Additionally, a preconstruction meeting must be held and all permits, easements and approvals must be gained prior to construction. An SMRU representative must make inspection of all water mains, pressure tests, taps, hydrants and meter connections prior to final approval of the construction.

**Security:** All open trench construction must be protected from pedestrian traffic. Please use appropriate fencing material, in accordance with SMRU's requirements, to impede foot traffic around the activity.

Temporary water meters shall be locked/unlocked by authorized SMRU personnel only, and shall not be plumbed that would in any way compromise the backflow device's operability.

It is SMRU's pleasure to work with you during this project and we will be available to answer any questions that may arise during this project. If you need to speak with me, please call SMRU's administrative office at 772.546.6259.

Sincerely,



Monica Shaner, P.E., SMRU Director

cc: Gene Rauth, Jupiter Island Town Manager  
Michael Ventura, Jupiter Island Finance Director  
Linda Race, Customer Service Manager



Florida Power & Light Company

February 4, 2020

Bohler Engineering  
2255 Glades Rd Suite 305E  
Boca Raton, FL

Re: US Hwy 1 & Edwyn CT

Dear Bohler Engineering:

Thank you for contacting FPL early in your planning process. At the present time FPL has sufficient capacity to provide electric service to your property. We have facilities available currently available at this location.

Please advise me early in the planning process once the final plans have been approved. This information will help us to provide you with the best service in accordance with applicable rates, rules and regulations. You may also respond to us through [www.fpl.com](http://www.fpl.com). Please contact me if you have any questions.

Sincerely,

Sydney Shivers

Associate Engineer



VIA Email: [erosen@bohlereng.com](mailto:erosen@bohlereng.com)

July 8, 2019

Bohler Engineering  
Attn: **Eli Rosen | Staff Engineer, Intern**  
2255 Glades Road, Suite 305E  
Boca Raton, FL 33431

**RE:** NEC of US HWY 1 and Edwyn CT, Hobe Sound, FL 33455

TECO Peoples Gas has natural gas service in the vicinity of the above-mentioned property and we welcome the opportunity to service your client with natural gas.

The typical average daily energy demands can not be determined until we have more information about your client's gas equipment. Please ask your client to call us with that information.

A site plan is required for us to indicate our existing facilities and projected future facilities intended to service the project.

In the meantime, should you need further assistance, you can contact me by calling 772-216-9622.

Sincerely,

***Sherry Horton***

Sherry Horton  
Account Manager  
Palm Beach & Martin Counties

SH



3960 RCA Blvd Suite 6002  
Palm Beach Gardens, FL 33410

July 9, 2019

BOHLER ENGINEERING  
ATTN: ELI ROSEN  
2255 GLADES RD, STE 305E  
BOCA RATON, FL 33431

RE: NEC US HWY 1& EDWYN CT, HOBE SOUND, FL 33455

Mr. Rosen,

This letter is to confirm that the property described above is within Comcast service area. Comcast currently has facilities within the current footprint but would need to design and build plant to provide service to your specific location.

The property owners or management group would also need to be put in touch with Comcast Residential and Business Services group as well to review contract/agreement regarding services for the above site/property.

Upon availability, please send a set of final or approved plans that would indicate where utility easements are located for our design staff.

If you have any questions or concerns, please feel free to contact me at (561) 815-6638.

Thank you and we look forward to serving your property.

Sincerely,

A handwritten signature in black ink, appearing to read 'David Eddins', with a stylized flourish at the end.

David Eddins  
Construction Supervisor



Crown Castle Fiber LLC, lies underground fiber optic facilities within or near the limits of the above-referenced project. On the map below, the red-dotted lines depict the Crown Castle Fiber underground fiber. The circles depict our hand holes. Kindly advise if you believe we may have conflicts.

Please bear in mind that FiberNet Direct, Crown Castle and Sunesys are now part of the "Crown Castle Fiber" organization.

With this response, Crown Castle Fiber has satisfied your request for the location of our facilities. Should you need anything more, please feel free to contact me.

Regarding your request for "will serve", please see the statement below.

Crown Castle Fiber, has a history of providing high quality, award-winning telecommunication services, including Internet and Ethernet connections to business establishments. We would be happy to speak with a representative of the proposed establishment regarding the possibility of our company providing telecommunication services. Should someone wish to inquire further about our services, please have them contact me at 785-610-7073 or email me at [danny.haskett@crowncastle.com](mailto:danny.haskett@crowncastle.com)

Regards, Danny







Martin County, Florida Growth Management Department  
DEVELOPMENT REVIEW DIVISION  
2401 SE Monterey Road, Stuart, FL 34996  
772-288-5495 [www.martin.fl.us](http://www.martin.fl.us)

This document may be reproduced upon request in an alternative format by contacting the County ADA Coordinator (772) 320-3131, the County Administration Office (772) 288-5400, Florida Relay 711, or by completing our accessibility feedback form at [www.martin.fl.us/accessibility-feedback](http://www.martin.fl.us/accessibility-feedback)

## Plat Checklist Certification

### Surveyor Certification

Plat Name: Hobe Sound Retail Subdivision  
Surveyor's Name: Eric M. Presnell  
PLS#: 5568  
Company Name: Basepoint Surveying, Inc.  
Phone #: 863 537 7413

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

01/10/2020

Date

Eric M. Presnell  
PLS Signature

Eric M. Presnell  
Printed Name



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

Paragraph Reference	Does Comply	Does not Comply	Comments
4.912.C.1	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
4.912.C.2	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
4.912.C.3	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
4.912.C.4	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
4.912.C.5; 4.912.E; FS.Ch.177	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
4.912.C.6 &7	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
4.912.C.8.a	<input type="checkbox"/>	<input checked="" type="checkbox"/>	no curve data on plat
4.912.C.8.b	<input type="checkbox"/>	<input checked="" type="checkbox"/>	no curve data on plat
4.912.C.8.c	<input type="checkbox"/>	<input checked="" type="checkbox"/>	no curve data on plat
4.912.C.9	<input type="checkbox"/>	<input checked="" type="checkbox"/>	no tangent line tables
4.912.C.10.a	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
4.912.C.10.b	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
4.912.C.10.c	<input type="checkbox"/>	<input checked="" type="checkbox"/>	no private streets
4.912.C.11	<input type="checkbox"/>	<input checked="" type="checkbox"/>	not in a special flood zone
4.912.C.12; FS Ch.177	<input type="checkbox"/>	<input checked="" type="checkbox"/>	no interior tidal waters
4.912.C.13	<input type="checkbox"/>	<input checked="" type="checkbox"/>	no adjacent tidal waters
4.912.C.14	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
4.912.C.15	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
4.912.C.16	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
4.912.C.17	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
4.912.C.18	<input type="checkbox"/>	<input checked="" type="checkbox"/>	no CCRs used/prepared
4.912.C.19	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
4.912.C.20	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
4.912.C.21	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
4.912.C.22	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
4.912.C.23	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
4.912.C.24	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

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

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

### Martin County Resolution 02-6.1 Checklist

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

### 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
Palmetto Hobe Sound-SE Federal Hwy, LLC, a Florida limited liability company	221 S. Crawford Street Street Thomasville, GA 31792

(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
Palmetto Hobe Sound-SE Federal Hwy, LLC, a Florida limited liability company	221 S. Crawford Street Street Thomasville, GA 31792	Direct Owner/ Legal Interest
See attached Exhibit "B" for additional parties.		

(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
Christopher Capellini	2255 Glades Road, Suite 305 E Boca Raton FL	Agent
Thomasville National Bank	301 N. Broad Street, Thomasville, Georgia 31792	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*
M190-005	Same parties.		Minor Final Site Plan	

(If more space is needed attach separate sheet)

- Status defined as:  
A = Approved

P = Pending  
D = Denied  
W = Withdrawn

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.

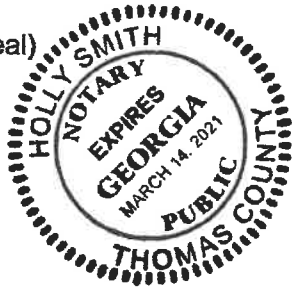
AFFIANT

  
Miles B. Watkins

STATE OF Georgia  
COUNTY OF Thomas

The foregoing Disclosure of Interest Affidavit was sworn to, affirmed and subscribed before me this 31st day of October 2019, by  
Miles B. Watkins, who is personally known to me or have produced  
\_\_\_\_\_ as identification.

(Notary Seal)



  
Notary Public, State of Georgia

Print Name: Holly Smith

My Commission Expires: 3.14.21

**Exhibit "A"**  
**(Disclosure of Interest and Affidavit)**  
**(Legal Description)**

THAT PART OF THE SOUTH ONE-HALF OF LOT 89, LYING WEST OF THE INDIAN RIVER, GOMEZ GRANT AND JUPITER ISLAND, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 80, PUBLIC RECORDS OF PALM BEACH (NOW MARTIN) COUNTY, FLORIDA; LESS AND EXCEPT THE WESTERLY 475.20 FEET OF THE EASTERLY 483.70 FEET OF THE SOUTHERLY ONE-HALF OF LOT 89, GOMEZ GRANT, JUPITER ISLAND, AS DESCRIBED IN OFFICIAL RECORDS BOOK 1408, PAGE 426, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF LOT 89 OF SAID GOMEZ GRANT AND JUPITER ISLAND AND RUN THENCE ALONG THE SOUTH BOUNDARY OF SAID LOT 89, S68°13'30"W A DISTANCE OF 975.78 FEET TO THE POINT OF BEGINNING; CONTINUE THENCE S68°13'30"W ALONG SAID SOUTH BOUNDARY OF LOT 89, A DISTANCE OF 265.00 FEET TO THE EASTERN RIGHT OF WAY OF SE FEDERAL HIGHWAY, PER STATE OF FLORIDA STATE ROAD DEPARTMENT RIGHT OF WAY MAP SECTION 8901-2102; THENCE ALONG SAID EASTERN RIGHT OF WAY LINE N21°38'48"W A DISTANCE OF 330.00 FEET TO THE NORTH BOUNDARY OF THE SOUTH ONE-HALF OF SAID LOT 89; THENCE DEPARTING SAID EASTERN RIGHT OF WAY LINE, RUN ALONG SAID NORTH BOUNDARY OF SOUTH ONE-HALF N68°13'30"E A DISTANCE OF 436.00 FEET; THENCE S21°38'48"E A DISTANCE OF 291.00 FEET; THENCE S68°13'30"W A DISTANCE OF 171 FEET; THENCE S21°38'48"E A DISTANCE OF 39.00 FEET TO THE POINT OF BEGINNING.

## **Exhibit “B”**

**The following parties have an equitable interest in the property:**

PALMETTO CAPITAL GROUP, LLC  
221 S CRAWFORD ST  
THOMASVILLE, GA 31792

THE WATKINS COMPANY, LLC  
P.O. BOX 1615T  
THOMASVILLE, GA 31799

HOUGHTON FAMILY ENTITIES, LLC  
1661 WILLIAMSBURG SQUARE  
LAKELAND, FL 33803

DANIEL LAND COMPANY, INC.  
P.O. BOX 5768  
THOMASVILLE, GA 31799

CONNOR ENTITIES, LLC  
128 LAKE MORTON DR.  
LAKELAND, FL 33801

JP WILSON FAMILY ENTITIES, LLC  
1643 WILLIAMSBURG SQUARE  
LAKELAND, FL 33803

MICHAEL HOUGHTON  
1643 WILLIAMSBURG SQUARE  
LAKELAND, FL 33803

MILES WATKINS  
221 S CRAWFORD ST  
THOMASVILLE, GA 31792

JOHN N. DANIEL, III  
221 S CRAWFORD ST  
THOMASVILLE, GA 31792

PATRICK CONNOR  
128 LAKE MORTON DR.  
LAKELAND, FL 33801

JUSTIN WILSON  
1643 WILLIAMSBURG SQUARE  
LAKELAND, FL 33803





Recorded in Martin County, FL 8/27/2019 3:03 PM

Carolyn Timmann, Clerk of the Circuit Court & Comptroller

Rec Fees: \$27.00 Deed Tax: \$8,225.00

CFN#2771973 BK 3079 PG 294 PAGE 1 of 3

#### NOTE TO READER:

The legal description of the vesting deed is broader than the legal description of the Property being platted and permitted.

Prepared by and return to:

D. Bedford Wilder

Nelson Mullins Broad and Cassel

215 S. Monroe Street, Suite 400

Tallahassee, Florida 32301

850-681-6810

Matter No. 150694.00204

Parcel ID Number: 34-38-42-000-089-00000-4

## Warranty Deed

This Warranty Deed is made this 23rd day of August, 2019, between **TERRY WOJNO and TERESA WOJNO**, husband and wife, whose mailing address is 5799 NE Island Cove Way, #1103, Stuart, Florida 34996 ("Grantor") and **PALMETTO HOBE SOUND-SE FEDERAL HWY, LLC**, a Florida limited liability company, whose mailing address is P.O. Box 1615, Thomasville, Georgia 31799 ("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, limited liability companies, 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:

**The South one-half of Lot 89, lying West of the Indian River, Gomez Grant and Jupiter Island, according to the map or plat thereof as recorded in Plat Book 1, Page 80, Public Records of Palm Beach (now Martin) County, Florida; Less and Except the Westerly 475.20 feet of the Easterly 483.70 feet of the Southerly one-half of Lot 89, Gomez Grant, Jupiter Island, as described in Official Records Book 1408, Page 426, Public Records of Martin County, Florida.**

**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 matters of record, if any, and taxes accruing subsequent to **December 31, 2018**.

The property conveyed herein was never, during the period of Grantor's ownership, homestead property, and neither Grantor, nor any person for whose support Grantor was responsible, resided on or adjacent to said property.

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

Signed, Sealed and Delivered  
in the Presence of:

Meredith Low Dunker  
Meredith Low Dunker, Witness  
Print or type your name here

Terry Wojno  
Terry Wojno

Deborah L Hollis  
Deborah L Hollis, Witness  
Print or type your name here

Meredith Low Dunker  
Meredith Low Dunker, Witness  
Print or type your name here

Teresa Wojno  
Teresa Wojno

Deborah L Hollis  
Deborah L Hollis, Witness  
Print or type your name here

STATE OF FLORIDA  
COUNTY OF Martin

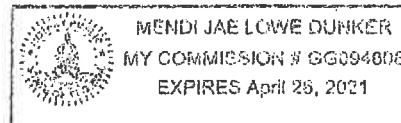
The foregoing instrument was acknowledged before me this 22 day of August, 2019,  
by Terry Wojno and Teresa Wojno, who [ ] are personally known to me or [x] have produced  
DRIVERS LICENSE as identifications.



NOTARY PUBLIC

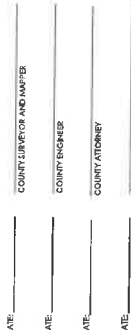
Print Name: Mendi Jae Lowe Dunker

My Commission Expires:



I HEREBY CERTIFY THAT THE FOREGOING INTERVIEW WAS HONOR AND SUBSCRIBED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020 BY \_\_\_\_\_  
 AS \_\_\_\_\_ OF THOMASVILLE METROPOLITAN PARK, WHO IS  
 PERSONALLY KNOWN TO ME \_\_\_\_\_ OF THE PRODUCED \_\_\_\_\_ AS  
 \_\_\_\_\_ SIGNIFICANT. \_\_\_\_\_  
 MY COMMISSION EXPIRES: \_\_\_\_\_  
 NOTARY PUBLIC, STATE OF FLORIDA  
 PRINTED NAME \_\_\_\_\_

SHEET 1 OF 2

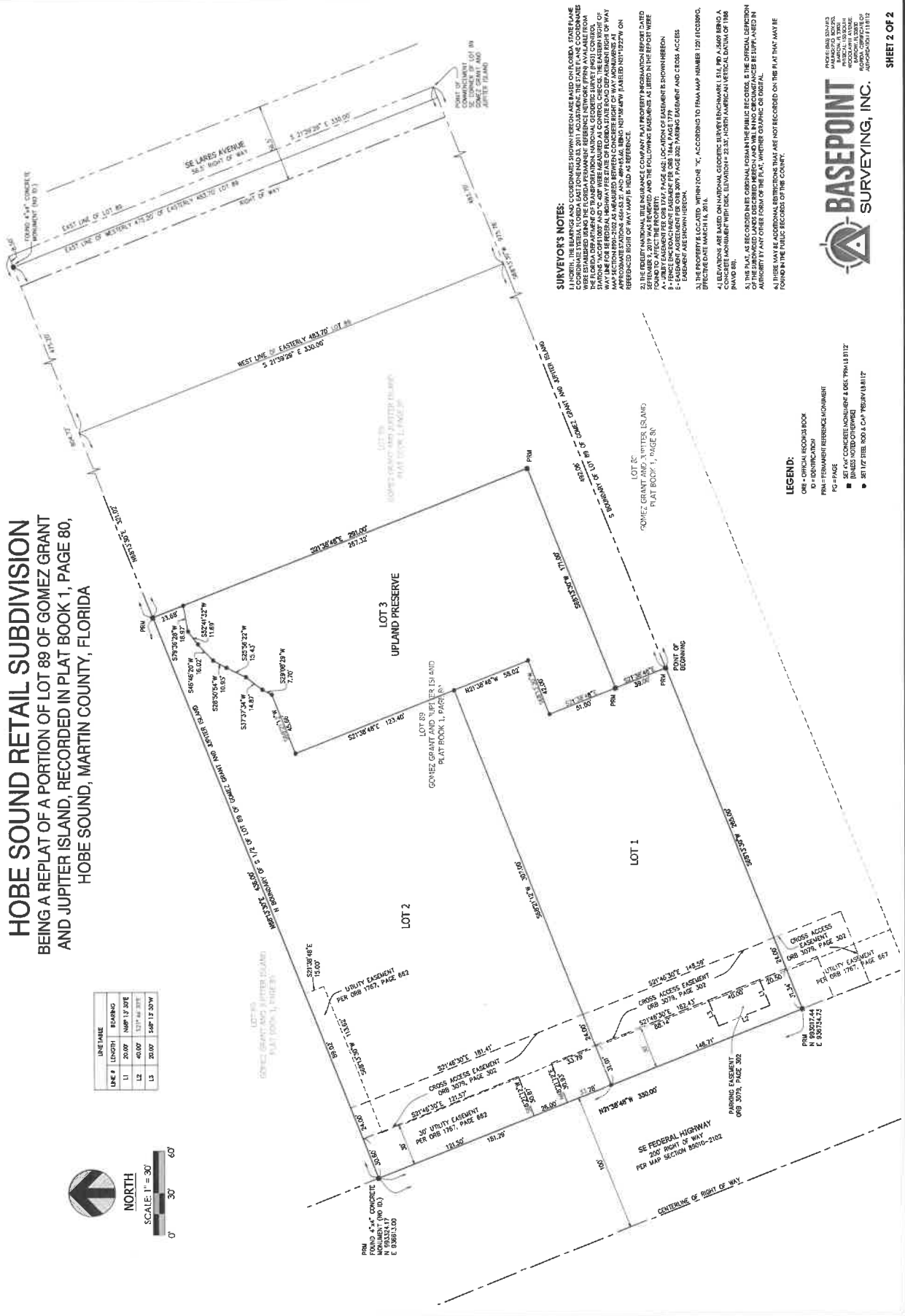


LINE TABLE		
LINE #	LENGTH	BEARING
L1	20.00'	N68° 13' 30"E
L2	40.00'	S71° 46' 30"E
L3	20.00'	S68° 13' 30"W



NORTH

SCALE: 1" = 30'



**SURVEYOR'S NOTES:**

[illegible]

**LEGEND:**

ORR = OFFICIAL RECORDS BOOK  
ID = IDENTIFICATION

PRM = PERMANENT REFERENCE MONITORING

SET 4  
PG = PAGE

● SET 1/2" STEEL ROD & CAP "PRESSURE BOLT"



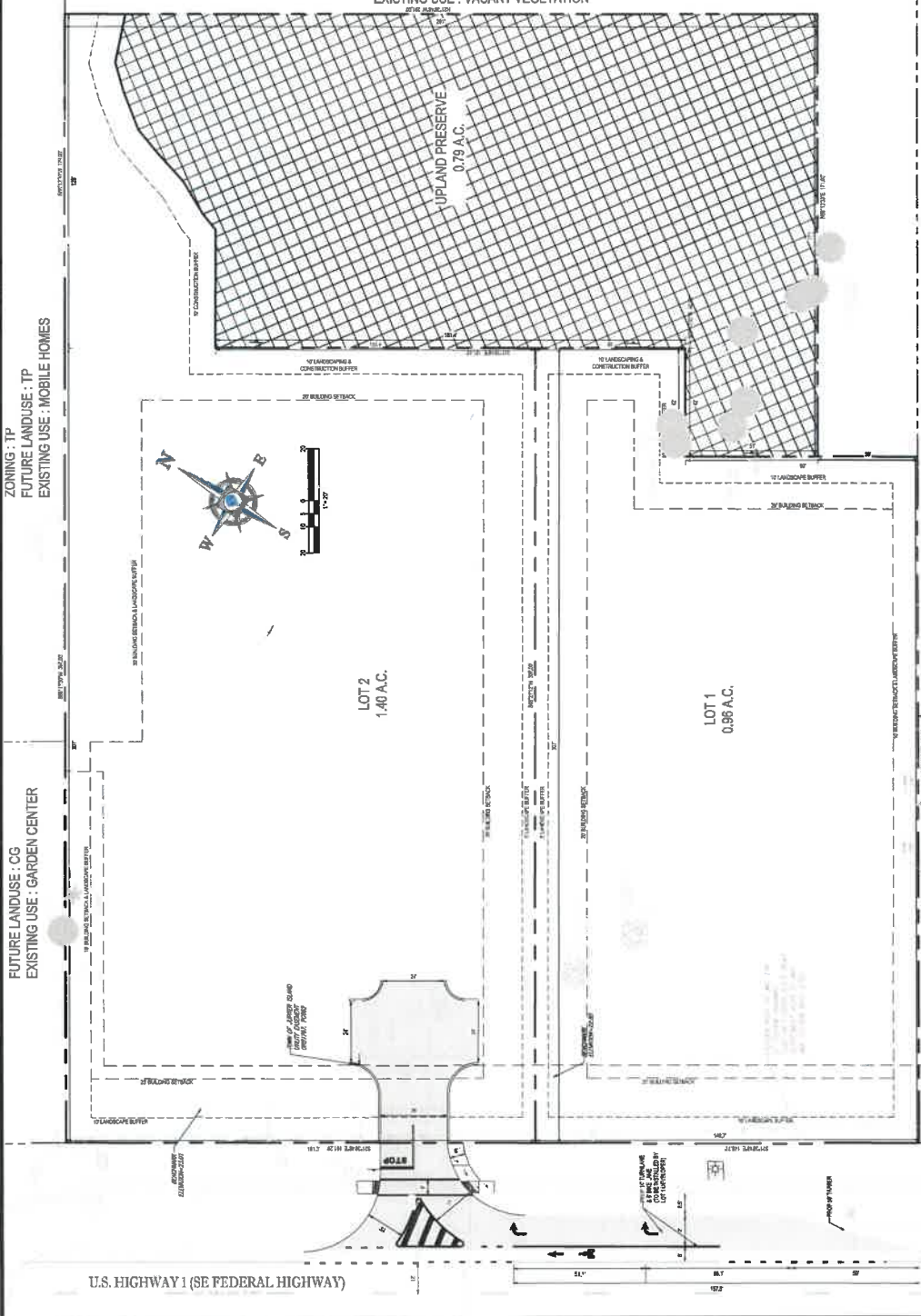
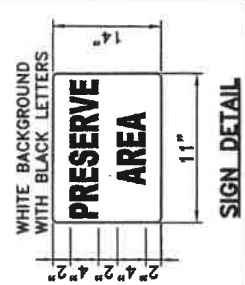
**BASEPOINT**  
SURVEYING, INC.





[illegible][illegible]

ZONING : LC  
FUTURE LANDUSE : LC  
EXISTING USE : VACANT VEGETATION



**NOTES:**

1. GOST 13.276.01 IS REQUIRED TO MEET THE CRITERIA FOR THE CAL OVERLAY
2. GOST 13.276.01 IS REQUIRED TO MEET THE CRITERIA FOR COMMERCIAL RUMBLE
3. ALL DIMENSIONS SHALL BE INSTALLED AND MAINTAINED AT EACH MINIMUM. LOT
4. PROJECT FURNISH REQUIRE A ALL DIMENSIONS
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROPER INSTALLATION OF THE
6. MAINTENANCE SCHEDULE OF COMMERCIALS

[illegible]

LEGEND:	
	EX PROPERTY BOUNDARY LINES
	EX ADJACENT BOUNDARY LINES
	EX BOUNDARY LINES
	LIMITS OF PRESERVATION AREA
	EX EASTMENT LINES
	PROSP. BUILDING SETBACK
	PROSP. LANDSCAPE BUFFER
	PROSP. HEAVY DUTY ASHPALT PAV.
	PROSP. PRESERVATION AREA
	EX CONC-TE
	PROSP. CONC-TE

FUTURE LANDUSE : CG  
 EXISTING USE : STORAGE FACILITY

March 26, 2020

Mr. Matthew Stahley, Senior Planner  
Growth Management Department  
2401 SE Monterey Road,  
Stuart, FL 34996

**RE: Project Number: M190-006**

Dear Mr. Stahley:

I have received the Martin County Staff Report with the Hobe Sound Retail Subdivision review comments. The comments have been addressed as follows:

**Section G**

**Item #1:** Engineer's Opinion of Probable Cost. The approved Engineer's Opinion of Probable Cost (EOPC) as accepted and signed by the County Engineer is required to be submitted as part of this application.

**Remedy/Suggestion/Clarification:** Please submit the approved EOPC signed by the County Engineer.

Document included

**Item #2:** Contract for Completion of Required Infrastructure A contract for completion of the required infrastructure improvements is required as part of this application.

**Remedy/Suggestion/Clarification:** The contract requires the approved Engineer's Opinion of Probable Cost to be attached as Exhibit A to the contract. Please revise this draft document to include this exhibit.

Document included

**Item #3:** Payment Of The Taxes No land shall be divided or subdivided and no drawing or plat of the division or subdivision of any land, or declaration of condominium of such land, shall be filed or recorded in the public records of any court until all taxes have been paid on the land. [Section 197.192, Fla. Stat.]

**Remedy/Suggestion/Clarification:** Please submit proof that all taxes on the land have been paid. Alternatively, the applicant may commit to defer providing the required documentation to the post-approval submittal.

The document showing the payment of the 2019 taxes is included.

**Item #4:** Sign Posting Not more than ten days after a development application has been determined to be complete, the applicant shall post the property that is the subject of the application with a waterproof sign(s) entitled "Notice of Development Application" or "Notice of Zoning Change" as appropriate which describes the nature of the development request, the name of the project (if any),



the telephone number where additional information may be obtained, and the County assigned project or application number.

**Remedy/Suggestion/Clarification:** Please submit the notarized certification for posting of the development sign for the plat application pursuant to MARTIN COUNTY, FLA., LDR, § 10.6.B.

The notarized certification letter is included.

## **Section J:**

### **Item#1: Plats with Preserve Areas**

Please revise the label "Lot 3 Upland Preserve" to "Upland Preserve Tract"

A plat that contains preserve areas must make reference to the approved preserve area management plan (PAMP). As a result, staff recommends adding the following language to the plat:

"The upland preserve tract as shown on this plat of 'Hobe Sound Retail Subdivision' is hereby dedicated to Hobe Sound Retain Subdivision Property Association and is further declared to be a private preservation area, which shall be conveyed by deed to the association in accordance with the Preserve Area Management Plan (PAMP) approved by Martin County, no construction in, or alteration or destruction of, the parcel shall occur except as specified within the approved PAMP, Martin County has regulatory authority over, but shall bear no responsibility, duty, or liability for any private drainage tracts designated as such on this plat."

The parcel name is changed and dedication language has been revised.

## **Section L:**

### **Item #1:**

A boundary survey, signed and sealed by the surveyor and mapper whose signatures and seals appear on the plat, must be submitted. The survey shall:

1. Have been completed within 180 days of the date of the initial staff review of the plat;
2. Be certified to meet the minimum technical standards recognized by Florida Board of Professional Land Surveyors, as set forth in Chapter [DOACS 5J-17.050, 051, 052 and Chapter 177.041 061] and established pursuant to Ch 472, F. S., as amended.
3. Include a title opinion of an attorney or certification by an abstractor [Ch 177.041.(1) and (2), F. S.] A specific purpose survey may be submitted in the circumstance in which a safe upland line is used to approximate the boundary adjacent to a navigable water body. [Ch. 177.04, Prt I, F. S.; Sec. 4.912.C.14, M.C. Code, Vol 2]

**Remedy/Suggestion/Clarification:** Title Commitment referenced on ALTA/NSPS Land Title Survey does not match Plat Property Information Report provided. Revise Survey to reflect Plat Property Information Report and label Fence Encroachment Easement by and between Donald T. Randall, Grantor and Carl F. Davino and Barbara P. Davino, Grantee, recorded in Official Records Book 1864, Page 1779.



The Boundary Survey has been revised to reflect the Plat Property Information Report. The requested Easement geometry is shown and annotated.

**Item #2:** Plat certification and consent language must be provided in substantial conformance to ... [Resolution No. 02-6.1]

**Remedy/Suggestion/Clarification:** 1. Change Clerk's recording Certificate Date to 2020;  
2. Certificate of Ownership and Dedication language and Mortgagee's Consent to Plat language is inconsistent with Resolution No. 02-6.1;  
3. Include Public Flow-through Drainage Easement or provide an Engineer's opinion that it is not required.

The Clerk's date is changed to 2020.

The Dedication language was revised per comment J-1 and the Public Flow-Through Drainage Easement language has been added. The Mortgagee's language has been revised.

**Item #3:** The location, width and names of all streets, waterways, or other rights-of-way must be shown on the plat. (Ch 177.091.(15), Prt I, F. S.)

**Remedy/Suggestion/Clarification:** Label recording information for SE Lares Avenue shown on the plat.

The right of way information label has been added.

**Item #4:** The location and width of proposed easements and existing easements identified in the title opinion or certification are to be shown on the plat or in the notes or legend, and their intended use clearly stated. If the easements are not coincident with the property lines, they must be labeled with bearings and distances and tied to the principal lot, tract, or right-of-way. (Ch 177.091.(16), Prt I, F. S.)

**Remedy/Suggestion/Clarification:** Show Fence Encroachment Easement by and between Donald T. Randall, Grantor and Carl F. Davino and Barbara P. Davino, Grantee, recorded in Official Records Book 1864, Page 1779.

The easement geometry is shown, annotated and labeled on the Boundary Survey and on the Plat.

**Item #5:** The plat shall be consistent with an approved final site plan.

**Remedy/Suggestion/Clarification:** 1. Cross access and Parking easements are not consistent with the Site Plan;  
2. Area of Lots 1, 2 and 3 not shown on the Plat.



The Cross Access & Parking Easements are shown per the recorded document. The area in square footage and acres is shown.

**Item #6:** 1. Remove label for underlying Lot 89 on Lots 1, 2 and 3;  
2. Remove Surveyor's Note 4. There are no elevations shown.

The Lot 89 label is removed. The elevation note is removed.

**Item #7:** Provide a P.R.M. and Lot Corner Field Inspection request prior to recordation.

The PRMS and lot corners have been set and the Inspection Request document is included.

Sincerely,

A handwritten signature in blue ink that reads "Eric M. Presnell". The signature is fluid and cursive, with the last name being more prominent.

Eric M. Presnell, PSM  
Basepoint Surveying Inc.





**BOHLER**<sup>TM</sup>  
ENGINEERING

Bohler Engineering FL, LLC  
2255 Glades Road, Suite 305E  
Boca Raton, FL 33433  
PHONE 561.571.0280

HOBE SOUND RETAIL PLAT – M190-006

SE FEDERAL HIGHWAY, HOBE SOUND FL

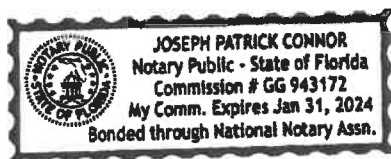
### SIGN CERTIFICATION LETTER

After review of the installed Notice of Development Application signs for the “Hobe Sound Retail Plat” project, it has been determined that posted signs are in compliance with section 10.6 Notice Requirements of the Martin County Land Development Code

STATE OF FLORIDA

COUNTY OF POLK

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of March, 2020, by John Tate, Development Manager of Palmetto Capital Group on behalf of the LLC. Who is personally known to me or have produced as identification and (did/did not) take oath.



  
Notary Public

Print Name

Commission No. GG 943172

Expiration Date: 1/31/2024

## 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
Palmetto Hobe Sound-SE Federal Hwy, LLC, a Florida limited liability company	221 S. Crawford Street Street Thomasville, GA 31792

(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
Palmetto Hobe Sound-SE Federal Hwy, LLC, a Florida limited liability company	221 S. Crawford Street Street Thomasville, GA 31792	Direct Owner/ Legal Interest
See attached Exhibit "B" for additional parties.		

(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
Christopher Capellini	2255 Glades Road, Suite 305 E Boca Raton FL	Agent
Thomasville National Bank	301 N. Broad Street, Thomasville, Georgia 31792	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*
M190-005	Same parties.		Minor Final Site Plan	

(If more space is needed attach separate sheet)

- Status defined as:  
A = Approved

P = Pending  
D = Denied  
W = Withdrawn

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.

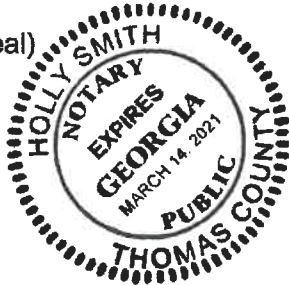
AFFIANT

  
Miles B. Watkins

STATE OF Georgia  
COUNTY OF Thomas

The foregoing Disclosure of Interest Affidavit was sworn to, affirmed and subscribed before me this 31st day of October 2019, by  
Miles B. Watkins, who is personally known to me or have produced  
\_\_\_\_\_ as identification.

(Notary Seal)



  
Notary Public, State of Georgia

Print Name: Holly Smith

My Commission Expires: 3.14.21

**Exhibit "A"**  
**(Disclosure of Interest and Affidavit)**  
**(Legal Description)**

THAT PART OF THE SOUTH ONE-HALF OF LOT 89, LYING WEST OF THE INDIAN RIVER, GOMEZ GRANT AND JUPITER ISLAND, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 80, PUBLIC RECORDS OF PALM BEACH (NOW MARTIN) COUNTY, FLORIDA; LESS AND EXCEPT THE WESTERLY 475.20 FEET OF THE EASTERLY 483.70 FEET OF THE SOUTHERLY ONE-HALF OF LOT 89, GOMEZ GRANT, JUPITER ISLAND, AS DESCRIBED IN OFFICIAL RECORDS BOOK 1408, PAGE 426, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF LOT 89 OF SAID GOMEZ GRANT AND JUPITER ISLAND AND RUN THENCE ALONG THE SOUTH BOUNDARY OF SAID LOT 89, S68°13'30"W A DISTANCE OF 975.78 FEET TO THE POINT OF BEGINNING; CONTINUE THENCE S68°13'30"W ALONG SAID SOUTH BOUNDARY OF LOT 89, A DISTANCE OF 265.00 FEET TO THE EASTERN RIGHT OF WAY OF SE FEDERAL HIGHWAY, PER STATE OF FLORIDA STATE ROAD DEPARTMENT RIGHT OF WAY MAP SECTION 8901-2102; THENCE ALONG SAID EASTERN RIGHT OF WAY LINE N21°38'48"W A DISTANCE OF 330.00 FEET TO THE NORTH BOUNDARY OF THE SOUTH ONE-HALF OF SAID LOT 89; THENCE DEPARTING SAID EASTERN RIGHT OF WAY LINE, RUN ALONG SAID NORTH BOUNDARY OF SOUTH ONE-HALF N68°13'30"E A DISTANCE OF 436.00 FEET; THENCE S21°38'48"E A DISTANCE OF 291.00 FEET; THENCE S68°13'30"W A DISTANCE OF 171 FEET; THENCE S21°38'48"E A DISTANCE OF 39.00 FEET TO THE POINT OF BEGINNING.



## **Exhibit “B”**

**The following parties have an equitable interest in the property:**

PALMETTO CAPITAL GROUP, LLC  
221 S CRAWFORD ST  
THOMASVILLE, GA 31792

THE WATKINS COMPANY, LLC  
P.O. BOX 1615T  
THOMASVILLE, GA 31799

HOUGHTON FAMILY ENTITIES, LLC  
1661 WILLIAMSBURG SQUARE  
LAKELAND, FL 33803

DANIEL LAND COMPANY, INC.  
P.O. BOX 5768  
THOMASVILLE, GA 31799

CONNOR ENTITIES, LLC  
128 LAKE MORTON DR.  
LAKELAND, FL 33801

JP WILSON FAMILY ENTITIES, LLC  
1643 WILLIAMSBURG SQUARE  
LAKELAND, FL 33803

MICHAEL HOUGHTON  
1643 WILLIAMSBURG SQUARE  
LAKELAND, FL 33803

MILES WATKINS  
221 S CRAWFORD ST  
THOMASVILLE, GA 31792

JOHN N. DANIEL, III  
221 S CRAWFORD ST  
THOMASVILLE, GA 31792

PATRICK CONNOR  
128 LAKE MORTON DR.  
LAKELAND, FL 33801

JUSTIN WILSON  
1643 WILLIAMSBURG SQUARE  
LAKELAND, FL 33803



Recorded in Martin County, FL 8/27/2019 3:03 PM

Carolyn Timmann, Clerk of the Circuit Court & Comptroller

Rec Fees: \$27.00 Deed Tax: \$8,225.00

CFN#2771973 BK 3079 PG 294 PAGE 1 of 3

#### NOTE TO READER:

The legal description of the vesting deed is broader than the legal description of the Property being platted and permitted.

Prepared by and return to:

D. Bedford Wilder

Nelson Mullins Broad and Cassel

215 S. Monroe Street, Suite 400

Tallahassee, Florida 32301

850-681-6810

Matter No. 150694.00204

Parcel ID Number: 34-38-42-000-089-00000-4

## Warranty Deed

**This Warranty Deed** is made this 23rd day of August, 2019, between **TERRY WOJNO and TERESA WOJNO**, husband and wife, whose mailing address is 5799 NE Island Cove Way, #1103, Stuart, Florida 34996 ("Grantor") and **PALMETTO HOBE SOUND-SE FEDERAL HWY, LLC**, a Florida limited liability company, whose mailing address is P.O. Box 1615, Thomasville, Georgia 31799 ("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, limited liability companies, trusts and trustees)

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

**The South one-half of Lot 89, lying West of the Indian River, Gomez Grant and Jupiter Island, according to the map or plat thereof as recorded in Plat Book 1, Page 80, Public Records of Palm Beach (now Martin) County, Florida; Less and Except the Westerly 475.20 feet of the Easterly 483.70 feet of the Southerly one-half of Lot 89, Gomez Grant, Jupiter Island, as described in Official Records Book 1408, Page 426, Public Records of Martin County, Florida.**

**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 matters of record, if any, and taxes accruing subsequent to **December 31, 2018**.

The property conveyed herein was never, during the period of Grantor's ownership, homestead property, and neither Grantor, nor any person for whose support Grantor was responsible, resided on or adjacent to said property.

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

Signed, Sealed and Delivered  
in the Presence of:

Mendi Lee Dunker  
Mendi Lee Dunker, Witness  
Print or type your name here

Terry Wojno  
Terry Wojno

Deborah L Hollis  
Deborah L Hollis, Witness  
Print or type your name here

Mendi Lee Dunker  
Mendi Lee Dunker, Witness  
Print or type your name here

Teresa Wojno  
Teresa Wojno

Deborah L Hollis  
Deborah L Hollis, Witness  
Print or type your name here

STATE OF FLORIDA  
COUNTY OF Martin

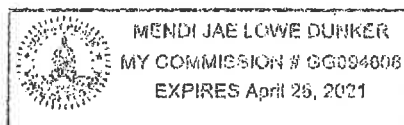
The foregoing instrument was acknowledged before me this 22 day of August, 2019,  
by Terry Wojno and Teresa Wojno, who [ ] are personally known to me or [x] have produced  
DRIVERS LICENSE as identifications.



NOTARY PUBLIC

Print Name: Mendi Jae Lowe Dunker

My Commission Expires:



**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
MARTIN COUNTY, FLORIDA  
DEVELOPMENT ORDER**

**RESOLUTION NUMBER \_\_\_\_\_**

**[REGARDING DENIAL OF THE HOBE SOUND RETAIL SUBDIVISION PLAT]**

**WHEREAS**, this Board has made the following determinations of fact:

1. Palmetto Hobe Sound - SE Federal Highway, LLC, submitted an application for plat approval for the Hobe Sound Retail Subdivision project, located on lands legally described in Exhibit A, attached hereto.
2. This Board considered such application at a public meeting on May 19, 2020.
3. At the public meeting, all interested parties were given an opportunity to be heard.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MARTIN COUNTY, FLORIDA, THAT:**

A. The request for the plat for the Hobe Sound Retail Subdivision project is hereby denied for the following XXXX.

B. This resolution shall be recorded in the public records of Martin County. A copy of this resolution shall be forwarded to the applicant(s) by the Growth Management Department subsequent to recording.

**DULY PASSED AND ADOPTED THIS 19TH DAY OF MAY 2020.**

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
MARTIN COUNTY, FLORIDA

BY: \_\_\_\_\_  
CAROLYN TIMMANN  
CLERK OF THE CIRCUIT COURT  
AND COMPTROLLER

BY: \_\_\_\_\_  
HAROLD E. JENKINS II, CHAIRMAN

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY:

BY: \_\_\_\_\_  
SARAH W. WOODS, COUNTY ATTORNEY

ATTACHMENTS:  
Exhibit A, Legal Description

## Exhibit "A"

THAT PART OF THE SOUTH ONE-HALF OF LOT 89, LYING WEST OF THE INDIAN RIVER, GOMEZ GRANT AND JUPITER ISLAND, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 80, PUBLIC RECORDS OF PALM BEACH (NOW MARTIN) COUNTY, FLORIDA; LESS AND EXCEPT THE WESTERLY 475.20 FEET OF THE EASTERLY 483.70 FEET OF THE SOUTHERLY ONE-HALF OF LOT 89, GOMEZ GRANT, JUPITER ISLAND, AS DESCRIBED IN OFFICIAL RECORDS BOOK 1408, PAGE 426, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF LOT 89 OF SAID GOMEZ GRANT AND JUPITER ISLAND AND RUN THENCE ALONG THE SOUTH BOUNDARY OF SAID LOT 89, S68°13'30"W A DISTANCE OF 975.78 FEET TO THE POINT OF BEGINNING; CONTINUE THENCE S68°13'30"W ALONG SAID SOUTH BOUNDARY OF LOT 89, A DISTANCE OF 265.00 FEET TO THE EASTERN RIGHT OF WAY OF SE FEDERAL HIGHWAY, PER STATE OF FLORIDA STATE ROAD DEPARTMENT RIGHT OF WAY MAP SECTION 8901-2102; THENCE ALONG SAID EASTERN RIGHT OF WAY LINE N21°38'48"W A DISTANCE OF 330.00 FEET TO THE NORTH BOUNDARY OF THE SOUTH ONE-HALF OF SAID LOT 89; THENCE DEPARTING SAID EASTERN RIGHT OF WAY LINE, RUN ALONG SAID NORTH BOUNDARY OF SOUTH ONE-HALF N68°13'30"E A DISTANCE OF 436.00 FEET; THENCE S21°38'48"E A DISTANCE OF 291.00 FEET; THENCE S68°13'30"W A DISTANCE OF 171 FEET; THENCE S21°38'48"E A DISTANCE OF 39.00 FEET TO THE POINT OF BEGINNING.

**BCC MEETING DATE:** May 19, 2020  
**AGENDA ITEM:** DPQJ- 1

**MARTIN COUNTY, FLORIDA  
SUPPLEMENTAL MEMORANDUM**

---

**TO:** Honorable Members of the Board of County Commissioners **DATE:** May 8, 2020

**VIA:** Taryn Kryzda  
County Administrator

**FROM:** Matt Stahley, Senior Planner

**REF:** 20-0666

**SUBJECT: HOBE SOUND RETAIL SUBDIVISION PLAT (M190-006)**

---

Attached is the Draft Contract for Construction of Required Improvements and Infrastructure for Hobe Sound Retail Subdivision Plat (M190-006).

Reviewed by County Attorney's Office

This document may be reproduced upon request in an alternative format by contacting the County ADA Coordinator (772) 320-3131, the County Administration Office (772) 288-5400, Florida Relay 711, or by completing our accessibility feedback form at [www.martin.fl.us/accessibility-feedback](http://www.martin.fl.us/accessibility-feedback).

**CONTRACT FOR CONSTRUCTION OF REQUIRED IMPROVEMENTS  
AND INFRASTRUCTURE FOR  
HOBE SOUND RETAIL SUBDIVISION**

THIS CONTRACT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between PALMETTO HOBE SOUND-SE FEDERAL HWY, LLC, a Florida limited liability company, hereinafter referred to as Developer, and MARTIN COUNTY, a political subdivision of the State of Florida, hereinafter referred to as County.

**W I T N E S S E T H:**

WHEREAS, the Developer has made application to County for approval and recordation of the plat of HOBE SOUND RETAIL SUBDIVISION; and

WHEREAS, completion of certain improvements and infrastructure is required prior to plat recordation; and

WHEREAS, Section 4.913.B, Land Development Regulations, Martin County Code, provides that in lieu of completion of the required improvements and infrastructure prior to plat recordation, security may be posted to insure completion.

NOW THEREFORE, the Developer and County agree as follows:

1. By February 12, 2022, Developer shall complete the required improvements and infrastructure for the above referenced project pursuant to the final site plan approved on February 12, 2020, and construction plans accepted by the County Engineer or her designee, hereinafter referred to as the County Engineer. The itemized list of required improvements and infrastructure is more particularly set forth in **Exhibit A**, attached hereto and made a part hereof.

2. The Developer shall supply the County with security, in a form acceptable to the Board of County Commissioners, in the amount of \$130,168.40. Said security is attached as **Exhibit B**, which represents one hundred percent (100%) of the estimated cost of the completion of the required improvements and infrastructure as submitted by a professional engineer licensed in the State of Florida and accepted by the County Engineer and as shown on Exhibit A. The expiration date for any security provided shall be no sooner



than fifteen (15) months after the completion date for the required improvements as set forth in Paragraph 1 above, which is comprised of the warranty period plus three months.

3. The required improvements and infrastructure shall be constructed in full compliance with the specifications and requirements of the County under the supervision of Developer's Engineer. When complete, Developer's Engineer shall furnish an Engineer's Certification of Construction Completion to the County Engineer for acceptance.

4. Release of Security

- a. Upon receipt of the Engineer's Certification of Construction Completion and a request to release up to ninety percent (90%) of the posted security, the County Engineer will perform a site acceptance inspection of the constructed improvements and infrastructure with the Developer's Engineer. Should it be determined that all improvements and infrastructure are complete and acceptable to the County Engineer, up to ninety percent (90%) of the posted security shall be released accordingly. At the request of the Developer's Engineer in the form of a reduction schedule, partial releases may be authorized by the County Engineer up to ninety percent (90%) of the posted security as work is completed and accepted. The remaining ten percent (10%) shall be held as warranty security.
- b. In the event Developer's Engineer and the County Engineer agree that certain "punchlist" items remain outstanding, one-hundred (100%) of the value of said "punchlist" items shall be added to the ten percent (10%) and included as warranty security.
- c. The warranty security shall be held for the additional fifteen (15) months from the date of the site acceptance by the County Engineer, at which time the Developer's Engineer shall request its release and the County Engineer will perform a final inspection. If all improvements and infrastructure, including "punchlist" items, are free of defects due to faulty field engineering, construction, workmanship, or materials, the warranty security shall be released by the County Engineer.

5. In the event the required improvements and infrastructure are not completed by the date set forth in Paragraph 1, or Developer fails to maintain the required security as set forth in Paragraph 2, or the County is advised that the term of the required security will not be extended, County shall have, and is hereby granted, the right to cause the required improvements and infrastructure to be made and to use the security provided herewith for payment of all costs and expenses incurred in the construction thereof, including but not limited to, engineering, legal, and contingent costs. Furthermore, it is agreed by the parties hereto that County shall be reimbursed from the security provided for any damages, either direct or consequential, which the County may sustain as a result of the failure of Developer to carry out and execute all of the provisions of this Contract. County shall have the option to construct and install the required improvements with County employees and equipment, or pursuant to public advertisement and receipt of bids, in the event of Developer's failure or refusal to do so in accordance with the terms of this Contract. In the event that the total costs incurred in construction and full completion of the improvements exceeds the amount of security provided, such additional costs shall be paid by Developer on written demand by the County Engineer.

6. Developer designates the following person as its representative to be contacted and to receive all notices regarding this Contract:

Patrick Connor

1643 Williamsburg Square

Lakeland, Florida 33803

863-808-1320

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be made and entered into the day and year first written above. The date of this Contract shall be the date on which this Contract was approved by the Board of County Commissioners.

Exhibit A – Engineer’s Opinion of Probable Cost

Exhibit B – Security Form

**DEVELOPER**

WITNESSES

**Palmetto Hobe Sound-SE Federal Hwy, LLC,**  
a Florida limited liability company  
221 S. Crawford Street, Thomasville GA 31792

\_\_\_\_\_  
Print: \_\_\_\_\_

By: Palmetto Capital Group, LLC,  
a Georgia limited liability company  
Its Manager

\_\_\_\_\_  
Print: \_\_\_\_\_

By: The Watkins Company, LLC,  
a Georgia limited liability company  
Its Manager

By: \_\_\_\_\_  
Miles Watkins  
Its Manager

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ( ) physical presence or ( ) online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2020, by Miles Watkins as Manager of the Watkins Company, LLC, a Georgia limited liability company, as Manager of Palmetto Capital Group, LLC, a Georgia limited liability company, as Manager of Palmetto Hobe Sound-SE Federal Hwy, LLC a Florida limited liability company, on behalf of the entities. He ( ) is personally known to me or ( ) has produced \_\_\_\_\_ as identification.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2020.

NOTARY PUBLIC

\_\_\_\_\_  
Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

[STAMP]

COUNTY

ATTEST

BOARD OF COUNTY COMMISSIONERS  
MARTIN COUNTY, FLORIDA

---

Carolyn Timmann, Clerk of the  
Circuit Court and Comptroller

---

Harold E. Jenkins II, Chairman

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

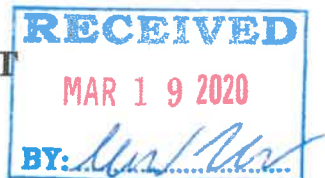
---

Krista A. Storey  
Senior Assistant County Attorney

# Exhibit A



## MARTIN COUNTY ENGINEERING DEPARTMENT ENGINEER'S OPINION OF PROBABLE COST



PROJECT NAME: Hobe Sound Retail Subdivision PHASE/PARCEL/PLAT: N/A

ITEM	QTY	UNIT	UNIT PRICE	AMOUNT
<b>EARTHWORK/SITEWORK</b>				
a) Mobilization	0	LS	\$0.00	0.00
b) Clearing, grading and grubbing	0.7	AC	\$3,000.00	2,100.00
c) Excavation (cut)	71	CY	\$7.00	497.00
d) Embankment (fill)	75	CY	\$12.50	937.50
e) Sod and seed/mulch	3,388	SY	\$2.00	6,776.00
f) Concrete disposal	0.0	TN	\$60.00	0.00
g) Erosion control	1	LS	\$3,000.00	3,000.00
h) Fencing/railing	0	LS	\$0.00	0.00
i) Materials testing	1	LS	\$1,000.00	1,000.00
		<b>Subtotal</b>		<b>14,310.50</b>
<b>ROADWORK</b>				
a) Asphalt milling, 1" avg.	0	SY	\$1.50	0.00
b) Stabilized subgrade, roll in place	0	SY	\$3.00	0.00
c) Stabilized subgrade, Type B, 12" thick	0	SY	\$7.50	0.00
d) Paving base, optional base group 6	0	SY	\$12.50	0.00
e) Paving base, optional base group 9	0	SY	\$15.50	0.00
f) Paving base, other	0	SY	\$0.00	0.00
g) Asphaltic concrete, SP-9.5, 1-1/2" thick	0	SY	\$15.00	0.00
h) Asphaltic concrete, SP-9.5, 2 1/2" thick	0	SY	\$25.00	0.00
i) Asphaltic concrete, SP-9.5, 3" thick	0	SY	\$30.00	0.00
j) Asphalt overlay, SP-9.5 (<= 150 tons)	0.0	TN	\$150.00	0.00
k) Asphalt overlay, SP-9.5 (> 150 tons)	0.0	TN	\$120.00	0.00
l) Pervious asphalt or concrete	0	SY	\$60.00	0.00
m) Concrete curb & gutters	0	LF	\$14.25	0.00
q) Sidewalk, 6' wide	0	LF	\$25.00	0.00
r) Maintenance of traffic (M.O.T.)	0	LS	\$0.00	0.00
		<b>Subtotal</b>		<b>0.00</b>
<b>DRAINAGE</b>				
a) Inlets / Manholes (<10' depth)	1	EA	\$3,000.00	3,000.00
b) Inlets / Manholes (10' or > depth)	0	EA	\$4,000.00	0.00
c) Control structures	0	EA	\$6,000.00	0.00
d) Endwalls	0	CY	\$700.00	0.00
e) Rip-rap	0	CY	\$80.00	0.00
f) Storm culvert, 15" dia. or equiv.	0	LF	\$28.00	0.00
g) Storm culvert, 18" dia. or equiv.	0	LF	\$34.00	0.00
h) Storm culvert, 24" dia. or equiv.	0	LF	\$48.00	0.00
i) Storm culvert, 30" dia. or equiv.	0	LF	\$65.00	0.00



## MARTIN COUNTY ENGINEERING DEPARTMENT ENGINEER'S OPINION OF PROBABLE COST

j) Storm culvert, 36" dia. or equiv.	0	LF	\$88.00	0.00
k) Storm culvert, 48" dia. Or equiv.	0	LF	\$125.00	0.00
l) Exfiltration trench	0	LF	\$100.00	0.00
			<b>Subtotal</b>	<b>3,000.00</b>

### UTILITIES

a) Water main, 4"	0	LF	\$13.00	0.00
b) Water main, 6"	0	LF	\$17.50	0.00
c) Water main, 8"	0	LF	\$23.50	0.00
d) Water main, 10"	0	LF	\$31.25	0.00
e) Water main, 12"	0	LF	\$40.00	0.00
f) Water service, single	0	EA	\$790.00	0.00
g) Water service, double	0	EA	\$930.00	0.00
h) Fire hydrant assembly	1	EA	\$3,600.00	3,600.00
i) Sewer main, 8" gravity (<=8' depth)	0	LF	\$28.00	0.00
j) Sewer main, 8" gravity (<8'-12' depth)	0	LF	\$43.00	0.00
k) Sewer main, 8" gravity (<12'-16' depth)	0	LF	\$88.00	0.00
l) Sewer main, 8" gravity (<16'-20' depth)	0	LF	\$104.00	0.00
m) Sewer main, force, (4")	0	LF	\$13.50	0.00
n) Sewer manhole (<=8' depth)	0	EA	\$2,900.00	0.00
o) Sewer manhole (<8'-12' depth)	0	EA	\$3,850.00	0.00
p) Sewer manhole (<12'-16' depth)	0	EA	\$5,500.00	0.00
q) Sewer manhole (<16'-20' depth)	0	EA	\$8,800.00	0.00
r) Sewer lateral, single	0	EA	\$900.00	0.00
s) Sewer lateral, double	0	EA	\$1,100.00	0.00
t) Lift Station	0	EA	\$0.00	0.00
u) Directional drill (<= 6" dia.)	0	LF	\$50.00	0.00
v) Directional drill (8"-10" dia.)	0	LF	\$88.00	0.00
w) Directional drill (12" or > dia.)	0	LF	\$140.00	0.00
			<b>Subtotal</b>	<b>\$3,600.00</b>

### TRAFFIC

a) Signage	0	LS	\$0.00	0.00
b) Striping	0	LS	\$0.00	0.00
c) Control devices (signals)	0	EA	\$0.00	0.00
			<b>Subtotal</b>	<b>\$0.00</b>

### SURVEY

a) Setting P.C.P.'s	0	LS	\$0.00	0.00
b) Setting and replacing all P.R.M.'s	0	LS	\$0.00	0.00
c) Setting all lot corners	0	LS	\$0.00	0.00
			<b>Subtotal</b>	<b>\$0.00</b>



# MARTIN COUNTY ENGINEERING DEPARTMENT

## ENGINEER'S OPINION OF PROBABLE COST

### MISCELLANEOUS

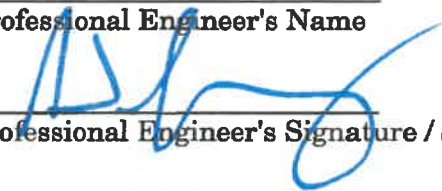
a) Total Misc Costs (See Attached)	<u>1</u>	<u>EA</u>	<u>#####</u>	<u>104,257.90</u>
b) Tree Relocation	<u>1.00</u>	<u>EA</u>	<u>\$5,000.00</u>	<u>5,000.00</u>
c)				<u>0.00</u>
Subtotal				<u>\$109,257.90</u>

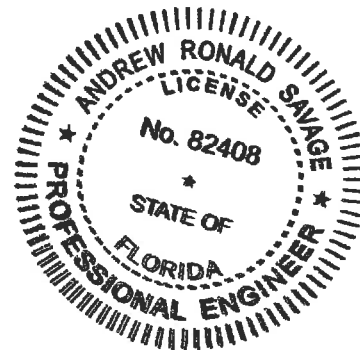
**TOTAL ESTIMATED COST OF IMPROVEMENTS** **\$130,168.40**

### \*\*Disclaimer\*\*

- 1) Unit prices pre-entered on this spreadsheet reflect Martin County annual requirements contractors' unit prices and should not be modified without the approval of the County Engineer or his designee.

Prepared by:

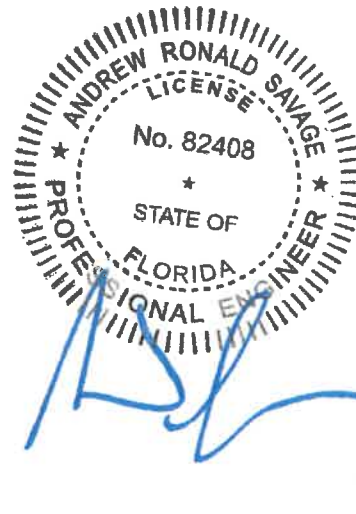
Andrew Savage  
Professional Engineer's Name  
  
Professional Engineer's Signature / Seal  
82408  
P.E. No.  
03/18/2020  
Date



Bohler Engineering 30780  
Firm's Name and Licensed Business No. (if applicable)  
2255 Glades Road Suite 305 E Glades Road 33431  
Firm's Address  
561-571-0280  
Phone No.

 3/19/2020

Hobe Sound Retail Subdivision (Miscellaneous)					
On Site FDOT Pay Item	Description	UOM	Quantity	Unit Cost	Estimated Cost
	Roadway				
0110 4 10	Removal of Exist. Concrete	SY	28	\$15.06	\$421.68
0160 4	Type "B" Stabilization	SY	403	\$4.27	\$1,720.81
285706	Optional Base Group	SY	403	\$18.32	\$7,382.96
0337 7 82	Asph Conc. FC, Traffic C, FC-9.5	TN	107	\$138.02	\$14,768.14
0522 2	Sidewalk Concrete, 6" thick	SY	2	\$57.60	\$115.20
0527 2	Detectable Warnings	EA	2	\$28.17	\$56.34
	Compacted Subgrade	SY	403	\$3.00	\$1,209.00
	Signing & Pavement markings				
0711 17	Removal of Existing Striping	SF	325	\$7.28	\$2,366.00
0711 11224 61	Thermoplastic, STD, Yellow, Solid, 24"	LF	40.00	\$2.87	\$114.80
0711 15231 2	Thermoplastic, STD, Yellow, Solid, 6"	GM	0.10	\$1,779.00	\$177.90
0710 11131	Painted Pymt Mark, STD, White, Skip, 6"	GM	0.05	\$431.96	\$21.60
0711 11143	Thermoplastic, STD, White, Solid, 6"	GM	0.10	\$38.54	\$3.85
0711 11102	Thermoplastic, STD, White, Solid, 8"	GM	0.01	\$6,639.79	\$66.40
0711 11143	Thermoplastic, STD, White, Solid, 12"	GM	0.10	\$0.40	\$0.040
0711 12170	Thermoplastic, STD, White, Arrow	EA	3.00	\$76.26	\$228.780
0711 11124	Thermoplastic, STD, White, Solid, 18"	LF	37.78	\$3.34	\$126.185
0700 1 50	Single post sign, relocate	EA	1	\$331.42	\$331.42
0711 11151	Thermoplastic Pavement striping (6" white)	LF	0	\$0.16	\$0.00
0711 11160	Thermoplastic, STD, White, Message	EA	1	\$132.00	\$132.00
	Temp/Perm Striping (Required During Cure Time)	LS	1	\$891.45	\$891.45
	R/W Raised Pavement Markers	EA	5	\$5.35	\$26.75
	A/A Raised Pavement Markers	EA	20	\$5.35	\$107.00
	Utilities				
0715 4 71	Light Pole to be Removed	EA	1	\$374.51	\$374.51
	Core Drill into Ex Structure	EA	1	\$1,500.00	\$1,500.00
1080 23108	8"x6" Tapping Saddle	EA	1	\$3,385.00	\$3,385.000
	8" DIP Water	LF	416	\$49.11	\$20,429.760
	6" DIP Water	LF	32	\$40.64	\$1,300.480
	6" Gate Valve	LF	1	\$1,500.00	\$1,500.000
	8" Gate Valve	LF	4	\$1,750.00	\$7,000.000
	8" Restraints	EA	12	\$208.83	\$2,505.96
	6" Restraints	EA	1	\$165.94	\$165.94
	Misc MJ Fittings	EA	5	\$152.39	\$761.95
105042216	18" Storm HDPE Pipe	LF	203	\$116.00	\$23,548.00
0425 1551	Type E Ditch Bottom Inlet	EA	1	\$3,705.70	\$3,705.70
Sub-total					\$96,535.10
	Mobilization (MOB)	LS	1	8% of Subtotal Cost	\$7,722.81
<b>Total</b>					<b>\$104,257.90</b>
<b>Note:</b> The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Engineer at this time and represent only the Engineer's judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.					





## Exhibit B

### [ISSUING INSTITUTION'S LETTERHEAD]

Irrevocable Letter of Credit No. \_\_\_\_\_

Amount: \$130,168.40

Issue Date: [Date of Contract to Complete Improvements]

Expiration Date: [Date of Construction Deadline + 15 months]

Board of County Commissioners  
Martin County, Florida  
2401 S.E. Monterey Road  
Stuart, Florida 34996

**Re: Martin County Project No. M190-005  
Performance Obligations**

Dear Commissioners:

THOMASVILLE NATIONAL BANK ("Bank") hereby establishes and opens its Irrevocable Letter of Credit No. \_\_\_\_\_ in favor of the BOARD OF COUNTY COMMISSIONERS OF MARTIN COUNTY, FLORIDA ("County") for the account of PALMETTO HOBE SOUND-SE FEDERAL HWY, LLC, A FLORIDA LIMITED LIABILITY COMPANY ("Applicant") in the amount of \$130,168.40 effective as of the above-referenced Issue Date, available to the County upon written demand for payment to the Bank as set forth below.

We understand that this letter of credit is for the purpose of securing the Applicant's performance of the work specified in the Contract for Construction of Required Improvements and Infrastructure for Hobe Sound Retail Subdivision (hereinafter Contract) between the Applicant and the County dated \_\_\_\_\_, and to indemnify, defend and hold harmless the County for damages and costs (including attorneys' fees) it incurs in the event the Applicant defaults on such performance obligations.

Funds under this letter of credit are available to the County hereunder not exceeding the aggregate amount of this letter of credit against the County's sight draft upon mentioning our Letter of Credit No. \_\_\_\_\_, accompanied by a statement signed by the authorized officer or agent of the County to the effect that: (a) the Applicant has defaulted on its obligations to perform the work under Contract; and (b) it is the County's right and/or obligation to perform and complete the work called for under the terms of the Contract; and (c) the County's claim includes the costs of performing and completing the work and contingent costs and expenses, together with any damages, either direct or consequential which the County may sustain on account of failure of the Applicant to carry out and execute its obligations to perform and complete the work under the Contract; and (d) the County will promptly refund to the Bank any portion of such funds drawn which exceeds the costs and damages to the County as a result of the Applicant's default of such obligations.

Board of County Commissioners  
Martin County, Florida  
Irrevocable Letter of Credit No. \_\_\_\_\_  
Page 2

This letter of credit expires on the above-referenced Expiration Date.

If we receive the County's sight draft and statement as mentioned above here 301 North Broad Street Thomasville, GA 31792 on or prior to the expiration date we will promptly honor the same.

Bank agrees that partial, multiple and successive demands for payment may be made by County up to and including the Expiration Date.

Sincerely,

WITNESS 1:

Thomasville National Bank

By: \_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

WITNESS 2:

By: \_\_\_\_\_  
Name: \_\_\_\_\_

STATE OF GEORGIA  
COUNTY OF THOMAS

The foregoing Irrevocable Letter of Credit is acknowledged before me by means of \_\_\_ physical presence or \_\_\_ online notarization this \_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_ as \_\_\_\_\_ (Title) of Thomasville National Bank, who (\_\_\_) is personally known to me or ( \_\_\_) has produced \_\_\_\_\_ as identification.

NOTARY PUBLIC

[SEAL]

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

**BCC MEETING DATE:** May 19, 2020  
**AGENDA ITEM:** DPQJ- 1

**MARTIN COUNTY, FLORIDA  
SUPPLEMENTAL MEMORANDUM**

---

**TO:** Honorable Members of the Board of County Commissioners **DATE:** May 8, 2020

**VIA:** Taryn Kryzda  
County Administrator

**FROM:** Matt Stahley, Senior Planner

**REF:** 20-0666

**SUBJECT: HOBE SOUND RETAIL SUBDIVISION PLAT (M190-006)**

---

Attached is the Draft Contract for Construction of Required Improvements and Infrastructure for Hobe Sound Retail Subdivision Plat (M190-006).

Reviewed by County Attorney's Office

This document may be reproduced upon request in an alternative format by contacting the County ADA Coordinator (772) 320-3131, the County Administration Office (772) 288-5400, Florida Relay 711, or by completing our accessibility feedback form at [www.martin.fl.us/accessibility-feedback](http://www.martin.fl.us/accessibility-feedback).

**CONTRACT FOR CONSTRUCTION OF REQUIRED IMPROVEMENTS  
AND INFRASTRUCTURE FOR  
HOBE SOUND RETAIL SUBDIVISION**

THIS CONTRACT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between PALMETTO HOBE SOUND-SE FEDERAL HWY, LLC, a Florida limited liability company, hereinafter referred to as Developer, and MARTIN COUNTY, a political subdivision of the State of Florida, hereinafter referred to as County.

**WITNESSETH:**

WHEREAS, the Developer has made application to County for approval and recordation of the plat of HOBE SOUND RETAIL SUBDIVISION; and

WHEREAS, completion of certain improvements and infrastructure is required prior to plat recordation; and

WHEREAS, Section 4.913.B, Land Development Regulations, Martin County Code, provides that in lieu of completion of the required improvements and infrastructure prior to plat recordation, security may be posted to insure completion.

NOW THEREFORE, the Developer and County agree as follows:

1. By February 12, 2022, Developer shall complete the required improvements and infrastructure for the above referenced project pursuant to the final site plan approved on February 12, 2020, and construction plans accepted by the County Engineer or her designee, hereinafter referred to as the County Engineer. The itemized list of required improvements and infrastructure is more particularly set forth in **Exhibit A**, attached hereto and made a part hereof.

2. The Developer shall supply the County with security, in a form acceptable to the Board of County Commissioners, in the amount of \$130,168.40. Said security is attached as **Exhibit B**, which represents one hundred percent (100%) of the estimated cost of the completion of the required improvements and infrastructure as submitted by a professional engineer licensed in the State of Florida and accepted by the County Engineer and as shown on Exhibit A. The expiration date for any security provided shall be no sooner

than fifteen (15) months after the completion date for the required improvements as set forth in Paragraph 1 above, which is comprised of the warranty period plus three months.

3. The required improvements and infrastructure shall be constructed in full compliance with the specifications and requirements of the County under the supervision of Developer's Engineer. When complete, Developer's Engineer shall furnish an Engineer's Certification of Construction Completion to the County Engineer for acceptance.

4. Release of Security

- a. Upon receipt of the Engineer's Certification of Construction Completion and a request to release up to ninety percent (90%) of the posted security, the County Engineer will perform a site acceptance inspection of the constructed improvements and infrastructure with the Developer's Engineer. Should it be determined that all improvements and infrastructure are complete and acceptable to the County Engineer, up to ninety percent (90%) of the posted security shall be released accordingly. At the request of the Developer's Engineer in the form of a reduction schedule, partial releases may be authorized by the County Engineer up to ninety percent (90%) of the posted security as work is completed and accepted. The remaining ten percent (10%) shall be held as warranty security.
- b. In the event Developer's Engineer and the County Engineer agree that certain "punchlist" items remain outstanding, one-hundred (100%) of the value of said "punchlist" items shall be added to the ten percent (10%) and included as warranty security.
- c. The warranty security shall be held for the additional fifteen (15) months from the date of the site acceptance by the County Engineer, at which time the Developer's Engineer shall request its release and the County Engineer will perform a final inspection. If all improvements and infrastructure, including "punchlist" items, are free of defects due to faulty field engineering, construction, workmanship, or materials, the warranty security shall be released by the County Engineer.

5. In the event the required improvements and infrastructure are not completed by the date set forth in Paragraph 1, or Developer fails to maintain the required security as set forth in Paragraph 2, or the County is advised that the term of the required security will not be extended, County shall have, and is hereby granted, the right to cause the required improvements and infrastructure to be made and to use the security provided herewith for payment of all costs and expenses incurred in the construction thereof, including but not limited to, engineering, legal, and contingent costs. Furthermore, it is agreed by the parties hereto that County shall be reimbursed from the security provided for any damages, either direct or consequential, which the County may sustain as a result of the failure of Developer to carry out and execute all of the provisions of this Contract. County shall have the option to construct and install the required improvements with County employees and equipment, or pursuant to public advertisement and receipt of bids, in the event of Developer's failure or refusal to do so in accordance with the terms of this Contract. In the event that the total costs incurred in construction and full completion of the improvements exceeds the amount of security provided, such additional costs shall be paid by Developer on written demand by the County Engineer.

6. Developer designates the following person as its representative to be contacted and to receive all notices regarding this Contract:

Patrick Connor

1643 Williamsburg Square

Lakeland, Florida 33803

863-808-1320

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be made and entered into the day and year first written above. The date of this Contract shall be the date on which this Contract was approved by the Board of County Commissioners.

Exhibit A – Engineer’s Opinion of Probable Cost

Exhibit B – Security Form

**DEVELOPER**

WITNESSES

**Palmetto Hobe Sound-SE Federal Hwy, LLC,**  
a Florida limited liability company  
221 S. Crawford Street, Thomasville GA 31792

Print: \_\_\_\_\_

By: Palmetto Capital Group, LLC,  
a Georgia limited liability company  
Its Manager

Print: \_\_\_\_\_

By: The Watkins Company, LLC,  
a Georgia limited liability company  
Its Manager

By: \_\_\_\_\_  
Miles Watkins  
Its Manager

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ( ) physical presence or ( ) online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2020, by Miles Watkins as Manager of the Watkins Company, LLC, a Georgia limited liability company, as Manager of Palmetto Capital Group, LLC, a Georgia limited liability company, as Manager of Palmetto Hobe Sound-SE Federal Hwy, LLC a Florida limited liability company, on behalf of the entities. He ( ) is personally known to me or ( ) has produced \_\_\_\_\_ as identification.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2020.

NOTARY PUBLIC

\_\_\_\_\_  
Name: \_\_\_\_\_  
My commission expires:

[STAMP]

COUNTY

ATTEST

BOARD OF COUNTY COMMISSIONERS  
MARTIN COUNTY, FLORIDA

---

Carolyn Timmann, Clerk of the  
Circuit Court and Comptroller

---

Harold E. Jenkins II, Chairman

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

---

Krista A. Storey  
Senior Assistant County Attorney



# Exhibit A



## MARTIN COUNTY ENGINEERING DEPARTMENT ENGINEER'S OPINION OF PROBABLE COST



PROJECT NAME: Hobe Sound Retail Subdivision PHASE/PARCEL/PLAT: N/A

ITEM	QTY	UNIT	UNIT PRICE	AMOUNT
<b>EARTHWORK/SITEWORK</b>				
a) Mobilization	0	LS	\$0.00	0.00
b) Clearing, grading and grubbing	0.7	AC	\$3,000.00	2,100.00
c) Excavation (cut)	71	CY	\$7.00	497.00
d) Embankment (fill)	75	CY	\$12.50	937.50
e) Sod and seed/mulch	3,388	SY	\$2.00	6,776.00
f) Concrete disposal	0.0	TN	\$60.00	0.00
g) Erosion control	1	LS	\$3,000.00	3,000.00
h) Fencing/railing	0	LS	\$0.00	0.00
i) Materials testing	1	LS	\$1,000.00	1,000.00
			<b>Subtotal</b>	<b>14,310.50</b>
<b>ROADWORK</b>				
a) Asphalt milling, 1" avg.	0	SY	\$1.50	0.00
b) Stabilized subgrade, roll in place	0	SY	\$3.00	0.00
c) Stabilized subgrade, Type B, 12" thick	0	SY	\$7.50	0.00
d) Paving base, optional base group 6	0	SY	\$12.50	0.00
e) Paving base, optional base group 9	0	SY	\$15.50	0.00
f) Paving base, other	0	SY	\$0.00	0.00
g) Asphaltic concrete, SP-9.5, 1-1/2" thick	0	SY	\$15.00	0.00
h) Asphaltic concrete, SP-9.5, 2 1/2" thick	0	SY	\$25.00	0.00
i) Asphaltic concrete, SP-9.5, 3" thick	0	SY	\$30.00	0.00
j) Asphalt overlay, SP-9.5 (<= 150 tons)	0.0	TN	\$150.00	0.00
k) Asphalt overlay, SP-9.5 (> 150 tons)	0.0	TN	\$120.00	0.00
l) Pervious asphalt or concrete	0	SY	\$60.00	0.00
m) Concrete curb & gutters	0	LF	\$14.25	0.00
q) Sidewalk, 6' wide	0	LF	\$25.00	0.00
r) Maintenance of traffic (M.O.T.)	0	LS	\$0.00	0.00
			<b>Subtotal</b>	<b>0.00</b>
<b>DRAINAGE</b>				
a) Inlets / Manholes (<10' depth)	1	EA	\$3,000.00	3,000.00
b) Inlets / Manholes (10' or > depth)	0	EA	\$4,000.00	0.00
c) Control structures	0	EA	\$6,000.00	0.00
d) Endwalls	0	CY	\$700.00	0.00
e) Rip-rap	0	CY	\$80.00	0.00
f) Storm culvert, 15" dia. or equiv.	0	LF	\$28.00	0.00
g) Storm culvert, 18" dia. or equiv.	0	LF	\$34.00	0.00
h) Storm culvert, 24" dia. or equiv.	0	LF	\$48.00	0.00
i) Storm culvert, 30" dia. or equiv.	0	LF	\$65.00	0.00

903



## MARTIN COUNTY ENGINEERING DEPARTMENT ENGINEER'S OPINION OF PROBABLE COST

j) Storm culvert, 36" dia. or equiv.	0	LF	\$88.00	0.00
k) Storm culvert, 48" dia. Or equiv.	0	LF	\$125.00	0.00
l) Exfiltration trench	0	LF	\$100.00	0.00
			<b>Subtotal</b>	<b>3,000.00</b>

### UTILITIES

a) Water main, 4"	0	LF	\$13.00	0.00
b) Water main, 6"	0	LF	\$17.50	0.00
c) Water main, 8"	0	LF	\$23.50	0.00
d) Water main, 10"	0	LF	\$31.25	0.00
e) Water main, 12"	0	LF	\$40.00	0.00
f) Water service, single	0	EA	\$790.00	0.00
g) Water service, double	0	EA	\$930.00	0.00
h) Fire hydrant assembly	1	EA	\$3,600.00	3,600.00
i) Sewer main, 8" gravity (<=8' depth)	0	LF	\$28.00	0.00
j) Sewer main, 8" gravity (<8'-12' depth)	0	LF	\$43.00	0.00
k) Sewer main, 8" gravity (<12'-16' depth)	0	LF	\$88.00	0.00
l) Sewer main, 8" gravity (<16'-20' depth)	0	LF	\$104.00	0.00
m) Sewer main, force, (4")	0	LF	\$13.50	0.00
n) Sewer manhole (<=8' depth)	0	EA	\$2,900.00	0.00
o) Sewer manhole (<8'-12' depth)	0	EA	\$3,850.00	0.00
p) Sewer manhole (<12'-16' depth)	0	EA	\$5,500.00	0.00
q) Sewer manhole (<16'-20' depth)	0	EA	\$8,800.00	0.00
r) Sewer lateral, single	0	EA	\$900.00	0.00
s) Sewer lateral, double	0	EA	\$1,100.00	0.00
t) Lift Station	0	EA	\$0.00	0.00
u) Directional drill (<= 6" dia.)	0	LF	\$50.00	0.00
v) Directional drill (8"-10" dia.)	0	LF	\$88.00	0.00
w) Directional drill (12" or > dia.)	0	LF	\$140.00	0.00
			<b>Subtotal</b>	<b>\$3,600.00</b>

### TRAFFIC

a) Signage	0	LS	\$0.00	0.00
b) Striping	0	LS	\$0.00	0.00
c) Control devices (signals)	0	EA	\$0.00	0.00
			<b>Subtotal</b>	<b>\$0.00</b>

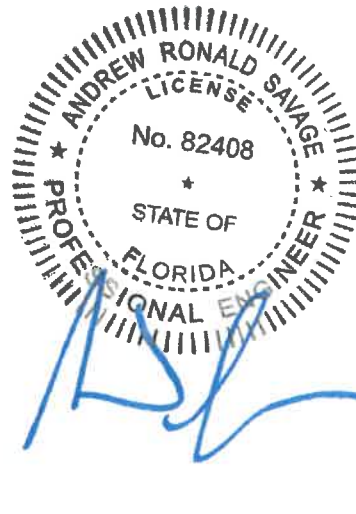
### SURVEY

a) Setting P.C.P.'s	0	LS	\$0.00	0.00
b) Setting and replacing all P.R.M.'s	0	LS	\$0.00	0.00
c) Setting all lot corners	0	LS	\$0.00	0.00
			<b>Subtotal</b>	<b>\$0.00</b>



a)	Total Misc Costs (See Attached)	1	EA	#####	104,257.90
b)	Tree Relocation	1.00	EA	\$5,000.00	5,000.00
c)					0.00
				<b>Subtotal</b>	<b>\$109,257.90</b>

Hobe Sound Retail Subdivision (Miscellaneous)					
On Site					
FDOT Pay Item	Description	UOM	Quantity	Unit Cost	Estimated Cost
	Roadway				
0110 4 10	Removal of Exist. Concrete	SY	28	\$15.06	\$421.68
0160 4	Type "B" Stabilization	SY	403	\$4.27	\$1,720.81
285706	Optional Base Group	SY	403	\$18.32	\$7,382.96
0337 7 82	Asph Conc. FC, Traffic C, FC-9.5	TN	107	\$138.02	\$14,768.14
0522 2	Sidewalk Concrete, 6" thick	SY	2	\$57.60	\$115.20
0527 2	Detectable Warnings	EA	2	\$28.17	\$56.34
	Compacted Subgrade	SY	403	\$3.00	\$1,209.00
	Signing & Pavement markings				
0711 17	Removal of Existing Striping	SF	325	\$7.28	\$2,368.00
0711 11224 61	Thermoplastic, STD, Yellow, Solid, 24"	LF	40.00	\$2.87	\$114.80
0711 15231 2	Thermoplastic, STD, Yellow, Solid, 6"	GM	0.10	\$1,779.00	\$177.90
0710 11131	Painted Pmnt Mark, STD, White, Skip, 6"	GM	0.05	\$431.96	\$21.60
0711 11143	Thermoplastic, STD, White, Solid, 6"	GM	0.10	\$38.54	\$3.85
0711 11102	Thermoplastic, STD, White, Solid, 6"	GM	0.01	\$6,639.79	\$66.40
0711 11143	Thermoplastic, STD, White, Solid, 12"	GM	0.10	\$0.40	\$0.040
0711 12170	Thermoplastic, STD, White, Arrow	EA	3.00	\$76.26	\$228.780
0711 11124	Thermoplastic, STD, White, Solid, 18"	LF	37.78	\$3.34	\$126.185
0700 1 50	Single post sign, relocate	EA	1	\$331.42	\$331.42
0711 11151	Thermoplastic Pavement striping (6" white)	LF	0	\$0.16	\$0.00
0711 11160	Thermoplastic, STD, White, Message	EA	1	\$132.00	\$132.00
	Temp/Perm Striping (Required During Cure Time)	LS	1	\$891.45	\$891.45
	R/W Raised Pavement Markers	EA	5	\$5.35	\$26.75
	A/A Raised Pavement Markers	EA	20	\$5.35	\$107.00
	Utilities				
0715 4 71	Light Pole to be Removed	EA	1	\$374.51	\$374.51
	Core Drill Into Ex Structure	EA	1	\$1,500.00	\$1,500.00
1080 23108	8"x6" Tapping Saddle	EA	1	\$3,385.00	\$3,385.000
	8" DIP Water	LF	416	\$49.11	\$20,429.760
	6" DIP Water	LF	32	\$40.64	\$1,300.480
	6" Gate Valve	LF	1	\$1,500.00	\$1,500.000
	8" Gate Valve	LF	4	\$1,750.00	\$7,000.000
	8" Restraints	EA	12	\$208.83	\$2,505.96
	6" Restraints	EA	1	\$165.94	\$165.94
	Misc MJ Fittings	EA	5	\$152.39	\$761.95
105042216	18" Storm HDPE Pipe	LF	203	\$116.00	\$23,548.00
0425 1551	Type E Ditch Bottom Inlet	EA	1	\$3,705.70	\$3,705.70
Sub-total					\$96,535.10
	Mobilization (MOB)	LS	1	8% of Subtotal Cost	\$7,722.81
Total					\$104,257.90
<b>Note:</b> The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Engineer at this time and represent only the Engineer's judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.					



## Exhibit B

[ISSUING INSTITUTION'S LETTERHEAD]

**Irrevocable Letter of Credit No.** \_\_\_\_\_

**Amount:** \$130,168.40

**Issue Date:** [Date of Contract to Complete Improvements]

**Expiration Date:** [Date of Construction Deadline + 15 months]

Board of County Commissioners  
Martin County, Florida  
2401 S.E. Monterey Road  
Stuart, Florida 34996

**Re:     Martin County Project No. M190-005  
         Performance Obligations**

Dear Commissioners:

THOMASVILLE NATIONAL BANK ("Bank") hereby establishes and opens its Irrevocable Letter of Credit No. \_\_\_\_\_ in favor of the BOARD OF COUNTY COMMISSIONERS OF MARTIN COUNTY, FLORIDA ("County") for the account of PALMETTO HOBE SOUND-SE FEDERAL HWY, LLC, A FLORIDA LIMITED LIABILITY COMPANY ("Applicant") in the amount of \$130,168.40, effective as of the above-referenced Issue Date, available to the County upon written demand for payment to the Bank as set forth below.

We understand that this letter of credit is for the purpose of securing the Applicant's performance of the work specified in the Contract for Construction of Required Improvements and Infrastructure for Hobe Sound Retail Subdivision (hereinafter Contract) between the Applicant and the County dated \_\_\_\_\_, and to indemnify, defend and hold harmless the County for damages and costs (including attorneys' fees) it incurs in the event the Applicant defaults on such performance obligations.

Funds under this letter of credit are available to the County hereunder not exceeding the aggregate amount of this letter of credit against the County's sight draft upon mentioning our Letter of Credit No. \_\_\_\_\_, accompanied by a statement signed by the authorized officer or agent of the County to the effect that: (a) the Applicant has defaulted on its obligations to perform the work under Contract; and (b) it is the County's right and/or obligation to perform and complete the work called for under the terms of the Contract; and (c) the County's claim includes the costs of performing and completing the work and contingent costs and expenses, together with any damages, either direct or consequential which the County may sustain on account of failure of the Applicant to carry out and execute its obligations to perform and complete the work under the Contract; and (d) the County will promptly refund to the Bank any portion of such funds drawn which exceeds the costs and damages to the County as a result of the Applicant's default of such obligations.

Board of County Commissioners  
Martin County, Florida  
Irrevocable Letter of Credit No. \_\_\_\_\_  
Page 2

This letter of credit expires on the above-referenced Expiration Date.

If we receive the County's sight draft and statement as mentioned above here 301 North Broad Street Thomasville, GA 31792 on or prior to the expiration date we will promptly honor the same.

Bank agrees that partial, multiple and successive demands for payment may be made by County up to and including the Expiration Date.

Sincerely,

WITNESS 1:

Thomasville National Bank

By: \_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

WITNESS 2:

By: \_\_\_\_\_  
Name: \_\_\_\_\_

STATE OF GEORGIA  
COUNTY OF THOMAS

The foregoing Irrevocable Letter of Credit is acknowledged before me by means of \_\_\_ physical presence or \_\_\_ online notarization this \_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_ as \_\_\_\_\_ (Title) of Thomasville National Bank, who (\_\_\_) is personally known to me or ( \_\_\_) has produced \_\_\_\_\_ as identification.

NOTARY PUBLIC

[SEAL]

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



**Matthew L. Stahley**

mstahley@martin.fl.us (772) 320-3047

DPQJ-1

COUNTY  
EXHIBIT #2

• **Professional Work Experience**

**Martin County Growth Management Department • Stuart, FL**

Senior Planner • August 2018 to Present

- Reviews proposed developments for conformance with plans and regulations. Consults with developers, individual land-owners, and departments of County government to attain conformance.
- Works in a team environment to improve work methods to accelerate formulation and completion of development reviews, and site compliance monitoring.
- Participates in public meetings and public hearings that can be televised to provide environmental review of development activities. These meetings can be argumentative and opinions/conclusions rendered can be challenged by the applicant or their attorney.

**South Florida Water Management District (SFWMD) • West Palm Beach, FL**

Water Use Compliance Supervisor • January 2017 to August 2018

- Responsible for supervising and conducting performance reviews for a team of 7 water use compliance analysts responsible for 16 counties within the SFWMD.
- Provide support for compliance staff located at the Ft. Myers and Orlando service centers.
- Perform quality assurance of all notices of non-compliance and enforcement referrals sent to permittees and consultants.
- Served as the team leader for the Indian Prairie Basin (Glades and Highlands Counties) during water shortage events communicating between the regulated community and the District's operations control room. Closely monitored resource concerns and conducted weekly coordination with Martin County Utilities and South Martin Regional Utilities for spring 2017 water shortage.

**South Florida Water Management District • Okeechobee, FL and West Palm Beach, FL**

Scientist 1,2,3-Water Use Compliance and Permitting • December 2008 to January 2017

- Analyze pumpage data, water level data, chloride data, and groundwater/surface water interactions to determine compliance with conditions of irrigation, dewatering, industrial, and other water use permits. (Martin, Okeechobee, Highlands counties)
- Perform inspections of permitted projects to insure compliance with district conditions of permit issuance.
- Utilize knowledge of the District's water use regulatory program and Florida Statutes to review water use applications. Apply analytical and numerical groundwater flow techniques to determine potential impacts on water resources prior to permit issuance.
- Routinely communicate via oral and written correspondence with other scientific professionals and general public on water use issues, and water use permit applications.
- Served as the team leader for the Indian Prairie Basin during water shortage events communicating between the regulated community and the District's operations control room.
- Provided compliance and enforcement training sessions and presentations to new hires, as well as current environmental resource and water use compliance staff.=

FILED FOR RECORD  
COMMISSION RECORDS  
MARTIN COUNTY FL  
Date 5/19/2020  
CAROLYN TIMMANN  
CLERK OF CIRCUIT COURT  
By MXV D.C.

**Allterra Engineering and Testing • West Palm Beach, FL**

Field Geologist and Driller • August 2005 to December 2008

- Performed all geotechnical field tests required for construction of large housing developments and single family homes, and all roadway construction.
- Operated a small truck mounted drill rig to perform soil borings and Penetration tests. Performed soil compaction readings with a nuclear density gauge for house pads, roadway construction, and stormwater and sanitary sewer installation. Conducted test pit inspections for removal of unsuitable material. Performed oversight of auger cast and helical pile installations.

**DLZ Corporation • Columbus, OH**

Field Geologist • June 2004 to July 2005

- Logged soil and rock core samples on a variety of geotechnical drilling projects under the instruction of a project engineer. Projects ranged from Ohio Department of Transportation projects to single monitor well installations.

**Bowser-Morner, Inc • Dayton, OH**

Subsurface Technician • October 2003 to June 2004

- Worked as an assistant to the head driller on environmental and exploratory sonic drilling projects.
- Duties included monitor well installation and abandonment on EPA superfund sites, as well as exploratory borings for potential mining operations.

**•Education**

---

- **DePauw University, Greencastle, IN**

Bachelor of Arts Degree in Geology (August 1999 to May 2003)