

**IMPACT FEE CREDIT AGREEMENT
BETWEEN MARTIN COUNTY AND SANDS CC, LLC**

THIS AGREEMENT is made and entered this 6th day of June 2023, by and between **MARTIN COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as “COUNTY,” and **SANDS CC, LLC**, a Florida limited liability company hereinafter referred to as “SANDS.”

RECITALS:

WHEREAS, SANDS is the record owner of certain vacant real property in Martin County that it plans to develop in the future, identified in the attached **Exhibit “1”** as Parcel “A” and Parcel “B” (collectively, the “Property”); and

WHEREAS, in return for a credit from COUNTY against impact fees, SANDS has agreed to construct a portion of SW Cargo Way and to dedicate real property necessary for the construction; and

WHEREAS, COUNTY has included the design, permitting, and construction of the relevant portion of SW Cargo Way in its five-year Capital Improvement Plan; and

WHEREAS, the Board of County Commissioners has authority to enter into this Agreement pursuant to Article VIII, Section 1, of the Florida Constitution, Section 125.01 et. seq., and Section 163.31801, Florida Statutes, and Article 7, Land Development Regulations, Martin County Code.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. RECITALS AND DEFINITIONS.

The foregoing Recitals are true and correct and are incorporated herein by this reference. All capitalized terms not otherwise defined herein shall be as defined or described in the Land Development Regulations, Martin County Code (“LDRs”), as they may be amended from time to time, unless otherwise indicated.

2. SANDS IMPACT FEE PAYMENT.

(a) SANDS agrees to design, obtain permits for, and construct, that portion of SW Cargo Way (“Cargo Way”) identified on **Exhibit “2”** attached hereto and incorporated herein by this reference (the “Cargo Way Improvements”), as follows:

- (1) The Cargo Way Improvements shall consist of one 12-foot-wide travel lane in each direction, associated stormwater management facilities, and a 6-foot-wide sidewalk along the north side of the roadway.

- (2) The final design of the Cargo Way Improvements will be reviewed and approved separately through a County Right-of-way Use Permit, which shall be accompanied by the appropriate insurance, security, and maintenance of traffic plan.
- (3) SANDS shall begin construction of the Cargo Way Improvements within forty five (45) days of obtaining all necessary permits and will make reasonable efforts to complete construction within eight (8) months after commencement.

(b) In connection with the construction of the Cargo Way Improvements, SANDS shall dedicate the real property identified on the attached **Exhibit “3”** (the “Sands Land Dedication”).

(c) SANDS and COUNTY agree that fair market value of the sum of the Cargo Way Improvements and the Sands Land Dedication is Six Hundred Seventy-Five Thousand and no/100 Dollars (\$675,000.00).

(d) The construction by SANDS of the Cargo Way Improvements and the dedication of the Sands Land Dedication qualify as contributions related to public facilities or infrastructure within the meaning of Sections 163.31801(5)(a) and 163.3164(39), Florida Statutes. SANDS is therefore entitled to a credit against the collection of impact fees that shall apply to the Property, on a dollar-for-dollar basis, subject to the protections of Section 163.31801(7), Florida Statutes, in the amount of Six Hundred Seventy-Five Thousand and no/100 Dollars (\$675,000.00) (the “Credit”). The Credit granted to SANDS pursuant to this Agreement shall become effective and vest in SANDS upon completion of the Cargo Way Improvements. The Credit may be applied by SANDS first against Parcel A, with any remaining Credit balance applicable to Parcel B. The Credit shall not expire, terminate, or otherwise become unavailable due to the passage of time.

(e) If transportation-related impact fees are replaced by a mobility fee, all references in this Section 2 to transportation-related impact fees shall apply to the mobility fees.

3. LOCAL DEVELOPMENT PERMITS.

All local development permits required for construction of the Cargo Way Improvements shall be obtained at the sole cost of SANDS and in the event that any such local development permits are not received, no further development of the Cargo Way Improvements shall be allowed until such time as the Board of County Commissioners has reviewed the matter pursuant to Section 9(b) of this Agreement.

4. CONSISTENCY WITH COMPREHENSIVE GROWTH MANAGEMENT PLAN AND LAND DEVELOPMENT REGULATIONS.

The transactions contemplated by this Agreement, including the Cargo Way Improvements, are consistent with the Martin County Comprehensive Growth Management Plan and the Martin County Land Development Regulations.

5. BREACH.

(a) If COUNTY has reason to believe that a material breach of the terms and conditions of this Agreement has occurred, COUNTY shall serve written notice on SANDS of the nature of the breach and provide SANDS thirty (30) days to cure such breach. Should SANDS fail to cure, or if the event of default is such that it cannot be cured within thirty (30) days, then should SANDS fail to demonstrate that it has commenced curing and is proceeding with reasonable diligence and in good faith to cure such default, then COUNTY may serve written notice on SANDS of the date and place of a public hearing to allow SANDS an opportunity to explain the reasons for the breach and to propose a method of fulfilling the Agreement's terms and conditions. COUNTY may, in its reasonable discretion, allow SANDS an opportunity to negotiate an amendment to this Agreement to cure the breach.

(b) If at the public hearing described in Section 9, COUNTY finds, based on substantial competent evidence, that SANDS is in material breach of this Agreement and an amendment to this Agreement to cure the breach is not authorized by the Board of County Commissioners, this Agreement shall be revoked in accordance with Section 8 of this Agreement. In lieu of revoking this Agreement, COUNTY may agree, in its reasonable discretion, to modify this Agreement upon a finding that such modification is in the best interests of COUNTY.

(c) It is further agreed by SANDS and COUNTY that all costs incurred by COUNTY for the breach proceedings shall be paid by SANDS. If such costs are not paid, COUNTY is empowered pursuant to Section 7.6.0, LDRs to place a lien against the Parcel in the amount of the unpaid costs.

(d) This provision shall not be interpreted to provide an exclusive remedy, and either party may pursue any appropriate remedy in the event the other party or its successors in interest fail to abide by the provisions of this Agreement.

6. COMPLIANCE AND ENFORCEMENT.

(a) COUNTY, SANDS, its successors or assigns, or any aggrieved or adversely affected person as defined in Section 163.3215(2), Florida Statutes, or the state land planning agency, may file an action for injunctive relief in the Circuit Court for Martin County to enforce the terms of this Agreement.

(b) It is expressly agreed by the parties that the appropriate remedy for enforcement of this Agreement is specific performance of the obligations and requirements of this Agreement. Monetary damages are not contemplated or appropriate remedies for violation of the provisions herein. The deadlines for the Cargo Way Improvements shall be tolled during the pendency of any judicial proceeding to enforce the obligations and requirements of this Agreement.

7. LOCAL LAWS AND POLICIES GOVERNING AGREEMENTS.

The law and policies governing this Agreement shall be those laws and policies in effect at the time of approval of this Agreement. However, COUNTY may apply subsequently adopted

laws and policies applicable to the Agreement if the Board of County Commissioners holds a public hearing pursuant to the requirements of Section 8(b) of this Agreement and determines the laws and policies at issue do not adversely impact SANDS or COUNTY.

The parties acknowledge this Agreement is neither a development agreement nor a proportionate fair-share agreement. In connection with this Agreement, which provides for a credit against impact fees from COUNTY in return for contribution of public facilities, infrastructure, land dedication, site planning and design, and construction by SANDS, COUNTY is acting in a capacity other than its land use regulatory capacity and those provisions of the LDRs related to the COUNTY's regulatory power are not applicable.

8. AMENDMENT OR REVOCATION.

Amendment or revocation of this Agreement shall be made in accordance with the notification requirements set forth in Section 16 of this Agreement and hearing requirements set forth in Section 9 of this Agreement. It is further agreed that no amendment in the terms or conditions contained herein shall be effective unless contained in a written document approved and executed by all the parties hereto.

9. STATE AND FEDERAL LAW.

If state or federal laws are enacted after COUNTY approval of this Agreement which are applicable to and preclude either party's compliance with the terms of this Agreement, this Agreement shall be amended or revoked, as is necessary, to comply with the relevant state or federal laws, and within sixty (60) days COUNTY will use its best efforts to establish alternative lawful means of compensating SANDS in an amount equal to the Credit in return for the Cargo Way Improvements and the dedication of the Sands Land Dedication.

10. RECORDING.

COUNTY shall record this Agreement with the Clerk of the Circuit Court of Martin County within fourteen (14) days of the execution of this Agreement by COUNTY.

11. ENTIRE AGREEMENT.

This Agreement incorporates and includes all prior and contemporaneous negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior or contemporaneous representations or agreements, whether oral or written.

12. SEVERABILITY.

If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable for the remainder of this Agreement, then the application of such term or provision to persons or circumstances other than those as to which is held invalid or unenforceable shall not be affected, and every other term and

provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

13. JURISDICTION AND GOVERNING LAW.

This Agreement shall be governed by the laws of the State of Florida, and any and all legal action instituted because of this Agreement shall be instituted in Martin County, Florida.

14. SUCCESSORS AND ASSIGNS.

This Agreement shall be binding upon the parties hereto, their successors in interest and assigns. In the event SANDS assigns all rights, interests, duties, and obligations of this Agreement to another party or parties (collectively the "Developer Assignee"), Developer Assignee shall step into the shoes of SANDS as though Developer Assignee is SANDS, and SANDS shall be released in whole from all obligations and liabilities hereunder without further action by the parties.

15. NOTICES.

Any notice, request, demand, consent, approval, or other communication required or permitted by this Agreement shall be given or made in writing and shall be served as elected by the party giving the notice by any of the following methods: (i) hand delivery to the other party; (ii) delivery by commercial overnight courier service; (iii) mailed by registered or certified mail (postage prepaid), return receipt requested; or (iv) mailed by regular US mail. For purpose of notice, the addresses are as follows:

The address of COUNTY shall be:

Martin County Administrator
2401 SE. Monterey Road
Stuart, Florida 34996

with a copy to:

Martin County Attorney
2401 S.E. Monterey Road
Stuart, Florida 34996

The address of SANDS shall be:

with a copy to:

Terence P. McCarthy, Esq.

McCarthy Summers Wood Norman Melby & Schultz, P.A.,
2400 SE Federal Hwy, 4th Floor
Stuart, FL 34994

16. FORCE MAJEURE.

Delay in performance or non-performance of any obligation contained herein shall be excused to the extent such failure or non-performance is attributable to acts beyond the impacted party's ("Impacted Party") reasonable control, including, without limitation, the following force majeure events ("Force Majeure Event(s)"): (a) acts of God; (b) flood, fire, or hurricanes; (c) war, invasion, terrorist acts, or riot; (d) government order or law; (e) regional emergency; and (f) epidemic, pandemic, and/or communicable disease. The Impacted Party shall promptly notify the other party of the Force Majeure Event(s) by the quickest means available, explaining the nature and expected duration thereof, and shall act diligently to remedy the interruption or delay if it is reasonably capable of being remedied.

17. STATUTORY REFERENCES AND EXHIBITS.

Any references to laws, ordinances, codes, or other regulations shall mean the laws, ordinances, codes, or other regulations in effect as of the Effective Date of this Agreement and shall exclude any subsequent amendments to such laws, ordinances, codes, or regulations to the extent permitted by law except as set forth herein. Exhibits 1 through 3 are incorporated into this Agreement by this reference as though fully restated herein.

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

IN WITNESS WHEREOF, the parties intending to be legally bound have caused this Agreement to be duly executed and effective as of the date this Agreement is approved by the Board of County Commissioners of Martin County as set forth above.

WITNESSES:

SANDS CC, LLC

Name: _____

By: _____
Robert H. Sands

Its: Manager _____

Name: _____

Date: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this . day of _____, 2023, by Robert H. Sands as Manager of Sands CC, LLC, a Florida limited liability company, on behalf of the company. He is ☐ personally known to me or ☐ has produced _____ as identification.

[Notary Seal]

Notary Public

Name typed, printed, or stamped

My Commission Expires:

ATTEST:

BOARD OF COUNTY
COMMISSIONERS, MARTIN
COUNTY, FLORIDA

CAROLYN TIMMANN, CLERK OF THE
CIRCUIT COURT AND COMPTROLLER

EDWARD V. CIAMPI, CHAIRMAN

APPROVED AS TO FORM & LEGAL
SUFFICIENCY:

SARAH W. WOODS, COUNTY
ATTORNEY

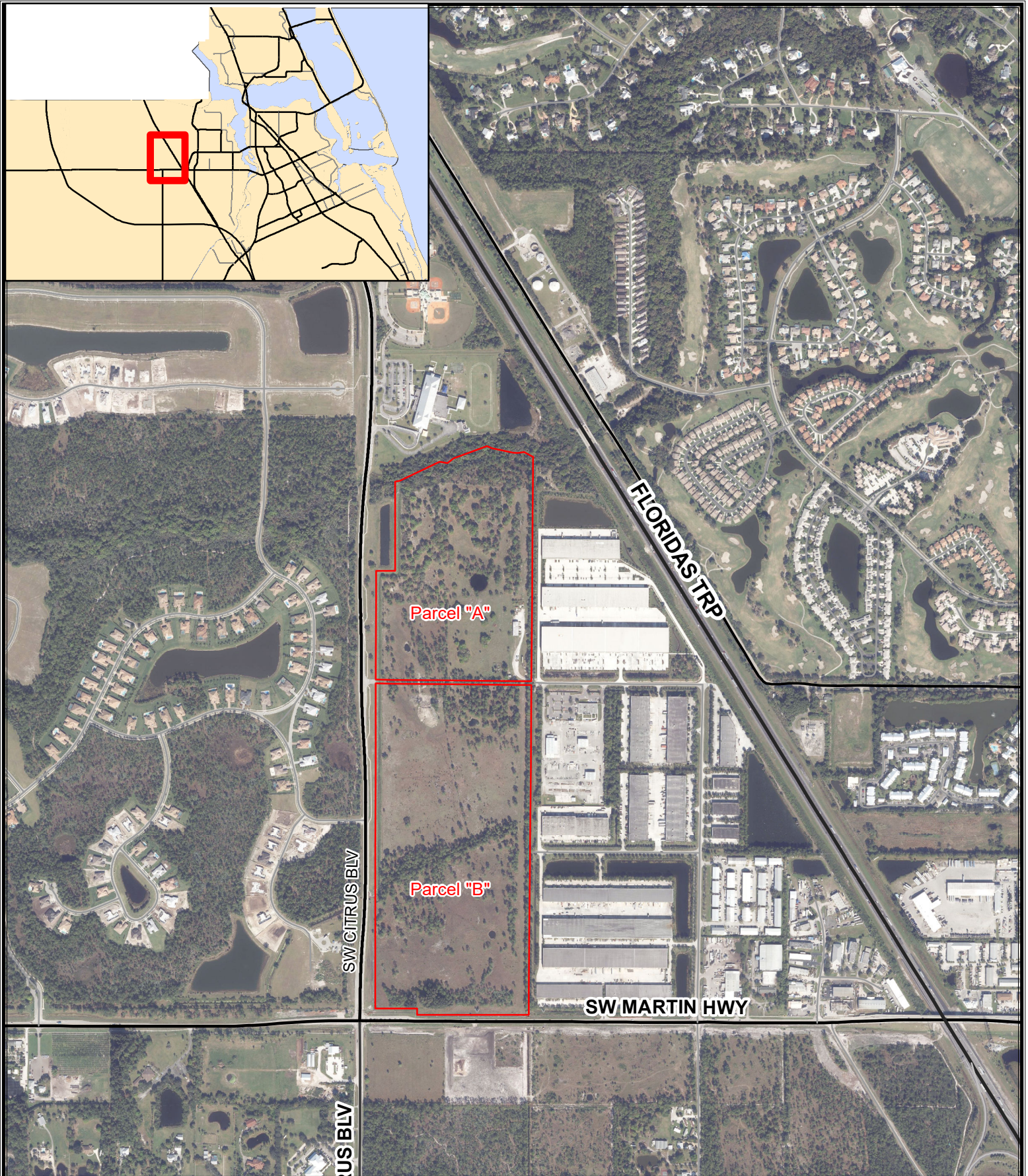


Exhibit "1"
Parcel "A" and Parcel "B" (the "Property")

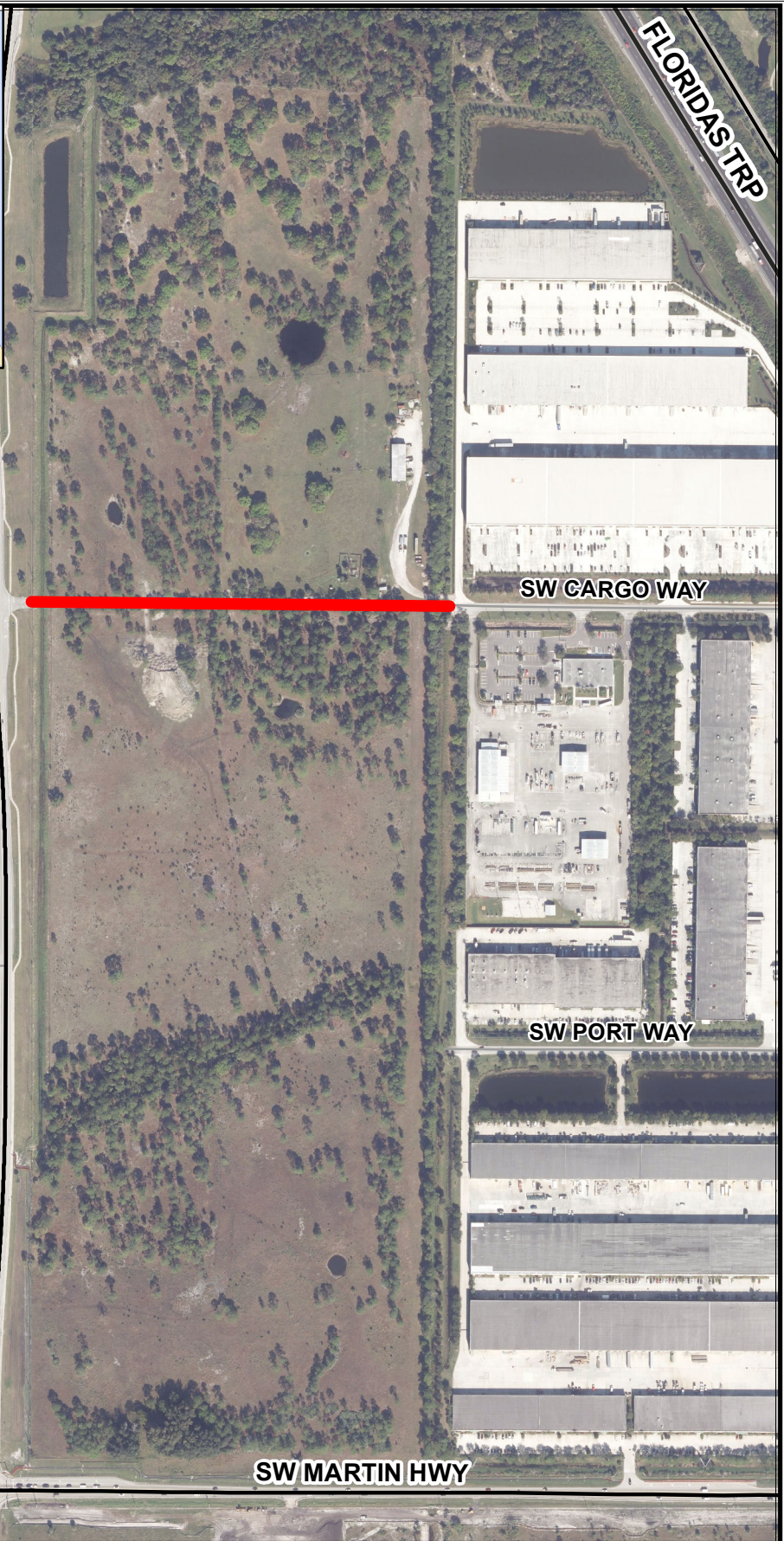
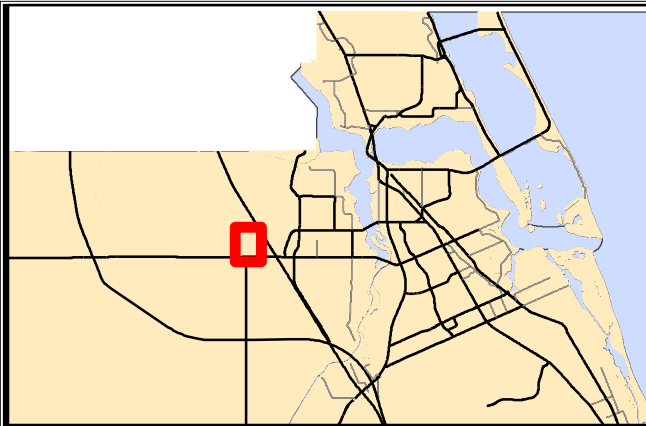


Exhibit "2"
"Cargo Way"

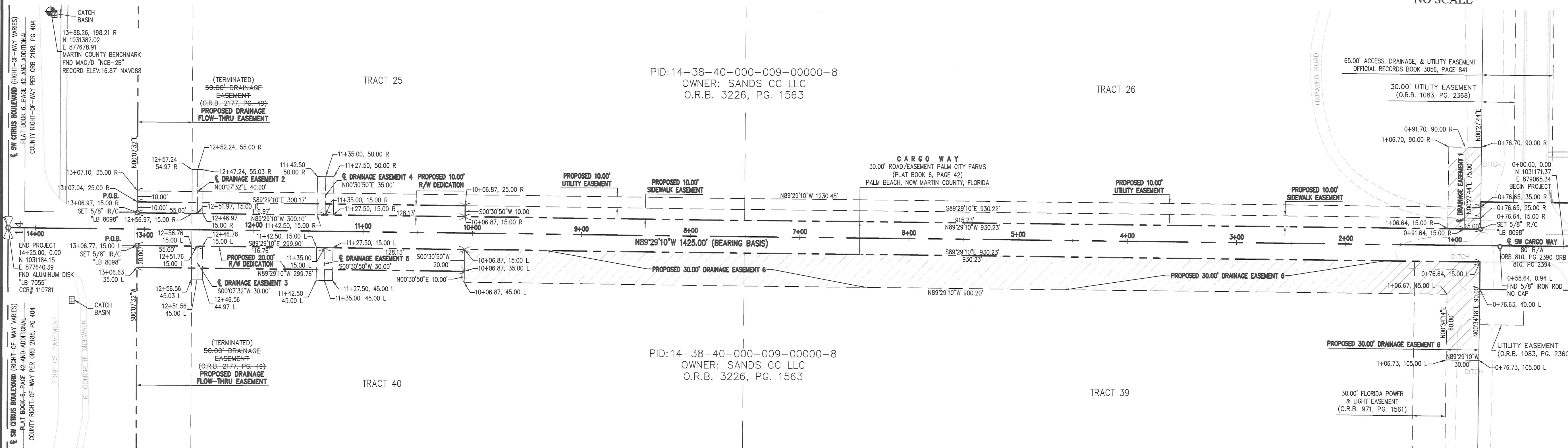
EXHIBIT 3

SYMBOL & ABBREVIATION LEGEND:

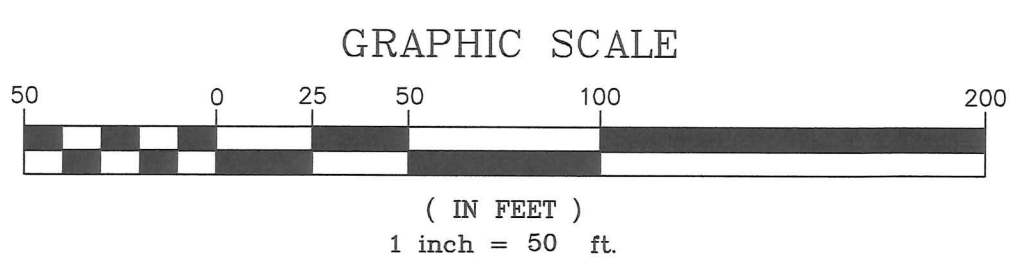
AL	AIR RELEASE VALVE	CONC	CONCRETE	DIP	DUCTILE IRON PIPE	FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION	HYD	HYDRANT	Q	METAL POWER POLE	PCP	PERMANENT CONTROL POINT	RWV	RECLAIMED WATER VALVE	S.L.C.	ST. LUCIE COUNTY	UNK	UNKNOWN
ARC	ARC LENGTH	CONC	CONCRETE LIGHT POST	E	EAST/EASTING	FPL	FLORIDA POWER AND LIGHT	IN	INCH	MON	METAL PIPE	PERM	PERMANENT REFERENCE MONUMENT	RSL	REGISTERED LAND SURVEYOR	STA	STATION	UNK	UNKNOWN HANDHOLD
ASPH	ASPHALT	CONC	CONCRETE MONUMENT	EDW	EDGE OF WATER	FTH	FLORIDA TURNPIKE HIGHWAY	IN	INCH	MON	METAL PIPE	P.B.	PLAT BOOK	RSL	REGISTERED LAND SURVEYOR	STA	STATION	UNK	UNKNOWN HANDHOLD
ASP	BACK FLOW PREVENTER	CONC	CONCRETE POWER POLE (COP)	EW	ELECTRIC BOX	FTH	FLORIDA TURNPIKE HIGHWAY	IN	INCH	MON	METAL PIPE	P.B.	PLAT BOOK	RSL	REGISTERED LAND SURVEYOR	STA	STATION	UNK	UNKNOWN HANDHOLD
BENCHMARK (BM)		CONC	CONCRETE POWER POLE (COP)	EW	ELECTRIC HAND HOLE (EHH)	FTH	FLORIDA TURNPIKE HIGHWAY	IN	INCH	MON	METAL PIPE	P.B.	PLAT BOOK	RSL	REGISTERED LAND SURVEYOR	STA	STATION	UNK	UNKNOWN HANDHOLD
BK RAKE		CONC	CONCRETE POWER POLE (COP)	EW	ELECTRIC HAND HOLE (EHH)	FTH	FLORIDA TURNPIKE HIGHWAY	IN	INCH	MON	METAL PIPE	P.B.	PLAT BOOK	RSL	REGISTERED LAND SURVEYOR	STA	STATION	UNK	UNKNOWN HANDHOLD
CATV D	CABLE RISER	CONC	CONCRETE SIGNAL LIGHT	EW	ELECTRIC HAND HOLE (EHH)	FTH	FLORIDA TURNPIKE HIGHWAY	IN	INCH	MON	METAL PIPE	P.B.	PLAT BOOK	RSL	REGISTERED LAND SURVEYOR	STA	STATION	UNK	UNKNOWN HANDHOLD
C	CALCULATED	CONC	CONCRETE SIGNAL LIGHT	EW	ELECTRIC HAND HOLE (EHH)	FTH	FLORIDA TURNPIKE HIGHWAY	IN	INCH	MON	METAL PIPE	P.B.	PLAT BOOK	RSL	REGISTERED LAND SURVEYOR	STA	STATION	UNK	UNKNOWN HANDHOLD
CATCH BASIN		CONC	CONCRETE SIGNAL LIGHT	EW	ELECTRIC HAND HOLE (EHH)	FTH	FLORIDA TURNPIKE HIGHWAY	IN	INCH	MON	METAL PIPE	P.B.	PLAT BOOK	RSL	REGISTERED LAND SURVEYOR	STA	STATION	UNK	UNKNOWN HANDHOLD
CEN	CENTERLINE	CONC	CONCRETE SIGNAL LIGHT	EW	ELECTRIC HAND HOLE (EHH)	FTH	FLORIDA TURNPIKE HIGHWAY	IN	INCH	MON	METAL PIPE	P.B.	PLAT BOOK	RSL	REGISTERED LAND SURVEYOR	STA	STATION	UNK	UNKNOWN HANDHOLD
COR	CERTIFIED CORNER RECORD	CONC	CONCRETE SIGNAL LIGHT	EW	ELECTRIC HAND HOLE (EHH)	FTH	FLORIDA TURNPIKE HIGHWAY	IN	INCH	MON	METAL PIPE	P.B.	PLAT BOOK	RSL	REGISTERED LAND SURVEYOR	STA	STATION	UNK	UNKNOWN HANDHOLD
CLF	CHAIN LINK FENCE	CONC	CONCRETE SIGNAL LIGHT	EW	ELECTRIC HAND HOLE (EHH)	FTH	FLORIDA TURNPIKE HIGHWAY	IN	INCH	MON	METAL PIPE	P.B.	PLAT BOOK	RSL	REGISTERED LAND SURVEYOR	STA	STATION	UNK	UNKNOWN HANDHOLD
CHD	CHORD	CONC	CONCRETE SIGNAL LIGHT	EW	ELECTRIC HAND HOLE (EHH)	FTH	FLORIDA TURNPIKE HIGHWAY	IN	INCH	MON	METAL PIPE	P.B.	PLAT BOOK	RSL	REGISTERED LAND SURVEYOR	STA	STATION	UNK	UNKNOWN HANDHOLD
CN	CLEAN OUT	CONC	CONCRETE SIGNAL LIGHT	EW	ELECTRIC HAND HOLE (EHH)	FTH	FLORIDA TURNPIKE HIGHWAY	IN	INCH	MON	METAL PIPE	P.B.	PLAT BOOK	RSL	REGISTERED LAND SURVEYOR	STA	STATION	UNK	UNKNOWN HANDHOLD
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CLF	CHAIN LINK FENCE	CONC	CONCRETE SIGNAL LIGHT	EW	ELECTRIC HAND HOLE (EHH)	FTH	FLORIDA TURNPIKE HIGHWAY	IN	INCH	MON	METAL PIPE	P.B.	PLAT BOOK	RSL	REGISTERED LAND SURVEYOR	STA	STATION	UNK	UNKNOWN HANDHOLD
CHD	CHORD	CONC	CONCRETE SIGNAL LIGHT	EW	ELECTRIC HAND HOLE (EHH)	FTH	FLORIDA TURNPIKE HIGHWAY	IN	INCH	MON	METAL PIPE	P.B.	PLAT BOOK	RSL	REGISTERED LAND SURVEYOR	STA	STATION	UNK	UNKNOWN HANDHOLD
CN	CLEAN OUT	CONC	CONCRETE SIGNAL LIGHT	EW	ELECTRIC HAND HOLE (EHH)	FTH	FLORIDA TURNPIKE HIGHWAY	IN	INCH	MON	METAL PIPE	P.B.	PLAT BOOK	RSL	REGISTERED LAND SURVEYOR	STA	STATION	UNK	UNKNOWN HANDHOLD
COM	COMMUNICATION RISER	CONC	CONCRETE SIGNAL LIGHT	EW	ELECTRIC HAND HOLE (EHH)	FTH	FLORIDA TURNPIKE HIGHWAY	IN	INCH	MON	METAL PIPE	P.B.	PLAT BOOK	RSL	REGISTERED LAND SURVEYOR	STA	STATION	UNK	UNKNOWN HANDHOLD
CONC	CONCRETE	CONC	CONCRETE SIGNAL LIGHT	EW	ELECTRIC HAND HOLE (EHH)	FTH	FLORIDA TURNPIKE HIGHWAY	IN	INCH	MON	METAL PIPE	P.B.	PLAT BOOK	RSL	REGISTERED LAND SURVEYOR	STA	STATION	UNK	UNKNOWN HANDHOLD
COR	CERTIFIED CORNER RECORD	CONC	CONCRETE SIGNAL LIGHT	EW	ELECTRIC HAND HOLE (EHH)	FTH	FLORIDA TURNPIKE HIGHWAY	IN	INCH	MON	METAL PIPE	P.B.	PLAT BOOK	RSL	REGISTERED LAND SURVEYOR	STA	STATION	UNK	UNKNOWN HANDHOLD
CLF	CHAIN LINK FENCE	CONC	CONCRETE SIGNAL LIGHT	EW	ELECTRIC HAND HOLE (EHH)	FTH	FLORIDA TURNPIKE HIGHWAY	IN	INCH	MON	METAL PIPE	P.B.	PLAT BOOK	RSL	REGISTERED LAND SURVEYOR	STA	STATION	UNK	UNKNOWN HANDHOLD
CHD	CHORD	CONC	CONCRETE SIGNAL LIGHT	EW	ELECTRIC HAND HOLE (EHH)	FTH	FLORIDA TURNPIKE HIGHWAY	IN	INCH	MON	METAL PIPE	P.B.	PLAT BOOK	RSL	REGISTERED LAND SURVEYOR	STA	STATION	UNK	UNKNOWN HANDHOLD
CN	CLEAN OUT	CONC	CONCRETE SIGNAL LIGHT	EW	ELECTRIC HAND HOLE (EHH)	FTH	FLORIDA TURNPIKE HIGHWAY	IN	INCH	MON	METAL PIPE	P.B.	PLAT BOOK	RSL	REGISTERED LAND SURVEYOR	STA	STATION	UNK	UNKNOWN HANDHOLD
COM	COMMUNICATION RISER	CONC	CONCRETE SIGNAL LIGHT	EW	ELECTRIC HAND HOLE (EHH)	FTH	FLORIDA TURNPIKE HIGHWAY	IN	INCH	MON	METAL PIPE	P.B.	PLAT BOOK	RSL	REGISTERED LAND SURVEYOR	STA	STATION	UNK	UNKNOWN HANDHOLD
CONC	CONCRETE	CONC	CONCRETE SIGNAL LIGHT	EW	ELECTRIC HAND HOLE (EHH)	FTH	FLORIDA TURNPIKE HIGHWAY	IN	INCH	MON	METAL PIPE	P.B.	PLAT BOOK	RSL	REGISTERED LAND SURVEYOR	STA	STATION	UNK	UNKNOWN HANDHOLD
COR	CERTIFIED CORNER RECORD	CONC	CONCRETE SIGNAL LIGHT	EW	ELECTRIC HAND HOLE (EHH)	FTH	FLORIDA TURNPIKE HIGHWAY	IN	INCH	MON	METAL PIPE	P.B.	PLAT BOOK	RSL	REGISTERED LAND SURVEYOR	STA	STATION	UNK	UNKNOWN HANDHOLD
CLF	CHAIN LINK FENCE	CONC	CONCRETE SIGNAL LIGHT	EW	ELECTRIC HAND HOLE (EHH)	FTH	FLORIDA TURNPIKE HIGHWAY	IN	INCH	MON	METAL PIPE	P.B.	PLAT BOOK	RSL	REGISTERED LAND SURVEYOR	STA	STATION	UNK	UNKNOWN HANDHOLD
CHD	CHORD	CONC	CONCRETE SIGNAL LIGHT	EW	ELECTRIC HAND HOLE (EHH)	FTH	FLORIDA TURNPIKE HIGHWAY	IN	INCH	MON	METAL PIPE	P.B.	PLAT BOOK	RSL	REGISTERED LAND SURVEYOR	STA	STATION	UNK	UNKNOWN HANDHOLD
CN	CLEAN OUT	CONC	CONCRETE SIGNAL LIGHT	EW	ELECTRIC HAND HOLE (EHH)	FTH	FLORIDA TURNPIKE HIGHWAY	IN	INCH	MON	METAL PIPE	P.B.	PLAT BOOK	RSL	REGISTERED LAND SURVEYOR	STA	STATION	UNK	UNKNOWN HANDHOLD
COM	COMMUNICATION RISER	CONC	CONCRETE SIGNAL LIGHT	EW	ELECTRIC HAND HOLE (EHH)	FTH	FLORIDA TURNPIKE HIGHWAY	IN	INCH	MON	METAL PIPE	P.B.	PLAT BOOK	RSL	REGISTERED LAND SURVEYOR	STA	STATION	UNK	UNKNOWN HANDHOLD
CONC	CONCRETE	CONC	CONCRETE SIGNAL LIGHT	EW	ELECTRIC HAND HOLE (EHH)	FTH	FLORIDA TURNPIKE HIGHWAY	IN	INCH	MON	METAL PIPE	P.B.	PLAT BOOK	RSL	REGISTERED LAND SURVEYOR	STA	STATION	UNK	UNKNOWN HANDHOLD
COR	CERTIFIED CORNER RECORD	CONC	CONCRETE SIGNAL LIGHT	EW	ELECTRIC HAND HOLE (EHH)	FTH	FLORIDA TURNPIKE HIGHWAY	IN	INCH	MON	METAL PIPE	P.B.	PLAT BOOK	RSL	REGISTERED LAND SURVEYOR	STA	STATION	UNK	UNKNOWN HANDHOLD
CLF	CHAIN LINK FENCE	CONC	CONCRETE SIGNAL LIGHT	EW	ELECTRIC HAND HOLE (EHH)	FTH	FLORIDA TURNPIKE HIGHWAY	IN	INCH	MON	METAL PIPE	P.B.	PLAT BOOK	RSL	REGISTERED LAND SURVEYOR	STA	STATION	UNK	UNKNOWN HANDHOLD
CHD	CHORD	CONC	CONCRETE SIGNAL LIGHT	EW	ELECTRIC HAND HOLE (EHH)	FTH	FLORIDA TURNPIKE HIGHWAY	IN	INCH	MON	METAL PIPE	P.B.	PLAT BOOK	RSL	REGISTERED LAND SURVEYOR	STA	STATION	UNK	UNKNOWN HANDHOLD
CN	CLEAN OUT	CONC	CONCRETE SIGNAL LIGHT	EW	ELECTRIC HAND HOLE (EHH)	FTH	FLORIDA TURNPIKE HIGHWAY	IN	INCH	MON	METAL PIPE	P.B.	PLAT BOOK	RSL	REGISTERED LAND SURVEYOR	STA	STATION	UNK	UNKNOWN HANDHOLD
COM	COMMUNICATION RISER	CONC	CONCRETE SIGNAL LIGHT	EW	ELECTRIC HAND HOLE (EHH)	FTH	FLORIDA TURNPIKE HIGHWAY	IN	INCH	MON	METAL PIPE	P.B.	PLAT BOOK	RSL	REGISTERED LAND SURVEYOR	STA	STATION	UNK	UNKNOWN HANDHOLD
CONC	CONCRETE	CONC	CONCRETE SIGNAL LIGHT	EW	ELECTRIC HAND HOLE (EHH)	FTH	FLORIDA TURNPIKE HIGHWAY	IN	INCH	MON	METAL PIPE	P.B.	PLAT BOOK	RSL	REGISTERED LAND SURVEYOR	STA	STATION	UNK	UNKNOWN HANDHOLD
COR	CERTIFIED CORNER RECORD	CONC	CONCRETE SIGNAL LIGHT	EW	ELECTRIC HAND HOLE (EHH)	FTH	FLORIDA TURNPIKE HIGHWAY	IN	INCH	MON	METAL PIPE	P.B.	PLAT BOOK	RSL	REGISTERED LAND SURVEYOR	STA	STATION	UNK	UNKNOWN HANDHOLD
CLF	CHAIN LINK FENCE	CONC	CONCRETE SIGNAL LIGHT	EW	ELECTRIC HAND HOLE (EHH)	FTH	FLORIDA TURNPIKE HIGHWAY	IN	INCH	MON	METAL PIPE	P.B.	PLAT BOOK	RSL	REGISTERED LAND SURVEYOR	STA	STATION	UNK	UNKNOWN HANDHOLD
CHD	CHORD	CONC	CONCRETE SIGNAL LIGHT	EW	ELECTRIC HAND HOLE (EHH)	FTH	FLORIDA TURNPIKE HIGHWAY	IN	INCH	MON	METAL PIPE	P.B.	PLAT BOOK	RSL	REGISTERED LAND SURVEYOR	STA	STATION	UNK	UNKNOWN HANDHOLD
CN	CLEAN OUT	CONC	CONCRETE SIGNAL LIGHT	EW	ELECTRIC HAND HOLE (EHH)	FTH	FLORIDA TURNPIKE HIGHWAY	IN	INCH	MON	METAL PIPE	P.B.	PLAT BOOK	RSL	REGISTERED LAND SURVEYOR	STA	STATION	UNK	UNKNOWN HANDHOLD
COM	COMMUNICATION RISER	CONC	CONCRETE SIGNAL LIGHT	EW	ELECTRIC HAND HOLE (EHH)	FTH	FLORIDA TURNPIKE HIGHWAY	IN	INCH	MON	METAL PIPE	P.B.	PLAT BOOK	RSL	REGISTERED LAND SURVEYOR	STA	STATION	UNK	UNKNOWN HANDHOLD
CONC	CONCRETE	CONC	CONCRETE SIGNAL LIGHT	EW	ELECTRIC HAND HOLE (EHH)	FTH	FLORIDA TURNPIKE HIGHWAY	IN	INCH	MON	METAL PIPE	P.B.	PLAT BOOK	RSL	REGISTERED LAND SURVEYOR	STA	STATION	UNK	UNKNOWN HANDHOLD
COR	CERTIFIED CORNER RECORD	CONC	CONCRETE SIGNAL LIGHT	EW	ELECTRIC HAND HOLE (EHH)	FTH	FLORIDA TURNPIKE HIGHWAY	IN	INCH	MON	METAL PIPE	P.B.	PLAT BOOK	RSL	REGISTERED LAND SURVEYOR	STA	STATION	UNK	UNKNOWN HANDHOLD
CLF	CHAIN LINK FENCE	CONC	CONCRETE SIGNAL LIGHT	EW	ELECTRIC HAND HOLE (EHH)	FTH	FLORIDA TURNPIKE HIGHWAY	IN	INCH	MON	METAL PIPE	P.B.	PLAT BOOK	RSL	REGISTERED LAND SURVEYOR	STA	STATION	UNK	UNKNOWN HANDHOLD
CHD	CHORD	CONC	CONCRETE SIGNAL LIGHT	EW	ELECTRIC HAND HOLE (EHH)	FTH	FLORIDA TURNPIKE HIGHWAY	IN	INCH	MON	METAL PIPE	P.B.	PLAT BOOK	RSL	REGISTERED LAND SURVEYOR	STA	STATION	UNK	UNKNOWN HANDHOLD
CN	CLEAN OUT	CONC	CONCRETE SIGNAL LIGHT	EW	ELECTRIC HAND HOLE (EHH)	FTH	FLORIDA TURNPIKE HIGHWAY	IN	INCH	MON	METAL PIPE	P.B.	PLAT BOOK	RSL	REGISTERED LAND SURVEYOR	STA	STATION	UNK	UNKNOWN HANDHOLD
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CONC	CONCRETE	CONC	CONCRETE SIGNAL LIGHT	EW	ELECTRIC HAND HOLE (EHH)	FTH	FLORIDA TURNPIKE HIGHWAY	IN	INCH	MON	METAL PIPE	P.B.	PLAT BOOK	RSL	REGISTERED LAND SURVEYOR	STA	STATION	UNK	UNKNOWN HANDHOLD
COR	CERTIFIED CORNER RECORD	CONC	CONCRETE SIGNAL LIGHT	EW	ELECTRIC HAND HOLE (EHH)	FTH	FLORIDA TURNPIKE HIGHWAY	IN	INCH	MON	METAL PIPE	P.B.	PLAT BOOK	RSL	REGISTERED LAND SURVEYOR	STA	STATION	UNK	UNKNOWN HANDHOLD



MARTIN COUNTY, FLORIDA
VICINITY MAP
NO SCALE



PARCEL DETAILS			
PARCEL	WIDTH (EACH SIDE OF C_L)	AREA (SQ. FT.)	AREA (ACRES)
DRAINAGE EASEMENT #1	30' (15' FROM C_L)	2,250	0.05
DRAINAGE EASEMENT #2	10' (5' FROM C_L)	400	0.01
DRAINAGE EASEMENT #3	10' (5' FROM C_L)	300	0.01
DRAINAGE EASEMENT #4	15' (7.5' FROM C_L)	525	0.01
DRAINAGE EASEMENT #5	15' (7.5' FROM C_L)	450	0.01
DRAINAGE EASEMENT #6	—	4,501	0.10
10.00' WIDE RIGHT-OF-WAY DEDICATION	—	3,001	0.07
20.00' WIDE RIGHT-OF-WAY DEDICATION	—	5,997	0.14
10.00' WIDE UTILITY EASEMENT	—	12,304	0.28
10.00' WIDE SIDEWALK EASEMENT	—	9,298	0.21



LEGAL DESCRIPTION

THAT 30.00 FOOT-WIDE RIGHT-OF-WAY LYING SOUTH OF TRACTS 25 & 26 AND NORTH OF TRACTS 39 & 40, ALL IN SECTION 14, TOWNSHIP 38 SOUTH, RANGE 40 EAST, PALM CITY FARMS SUBDIVISION, AS RECORDED IN PLAT BOOK 6, PAGE 42, PUBLIC RECORDS OF PALM BEACH (NOW MARTIN) COUNTY, FLORIDA.

TOGETHER WITH

BEGIN AT THE SOUTHWEST CORNER OF SAID TRACT 25, SAID CORNER BEING THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF S.W. CARGO WAY (A 30.00-FOOT-WIDE RIGHT-OF-WAY) AND THE EAST RIGHT-OF-WAY LINE OF S.W. CIRTUS BOULEVARD (A VARIABLE-WIDTH RIGHT-OF-WAY PER OFFICIAL RECORDS); THENCE NORTH 00°52' EAST, A DISTANCE OF 68.00 FEET, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 300.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°52' EAST, A DISTANCE OF 300.00 FEET, ALONG SAID EAST RIGHT-OF-WAY LINE, LYING AND BEING 10.00 FEET NORTH OF PARALLEL WITH SAID NORTH RIGHT-OF-WAY LINE OF S.W. CARGO WAY; THENCE SOUTH 89°29'10" EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 300.17 FEET, THENCE SOUTH 00°30'50" WEST, A DISTANCE OF 10.00 FEET TO SAID NORTH RIGHT-OF-WAY LINE; THENCE NORTH 00°30'50" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 300.10 FEET TO THE POINT OF BEGINNING.

AND

A PARCEL OF LAND LYING IN TRACT 40, SECTION 14, TOWNSHIP 38 SOUTH, RANGE 40 EAST, PALM CITY FARMS SUBDIVISION, AS RECORDED IN PLAT BOOK 6, PAGE 42, PUBLIC RECORDS OF PALM BEACH (NOW MARTIN) COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SAID TRACT O. SAID CORNER BEING THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF S.W. CARGO WAY (A 30.00-FOOT-WIDE RIGHT-OF-WAY) AND THE EAST RIGHT-OF-WAY LINE OF S.W. CINTRER BOULEVARD (A VARIABLE-WIDTH RIGHT-OF-WAY PER OFFICIAL RECORDS 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987,

CONTAINING 45,905 SQUARE FEET (1.05 ACRES), MORE OR LESS.

SURVEYOR'S NOTES & REPORT

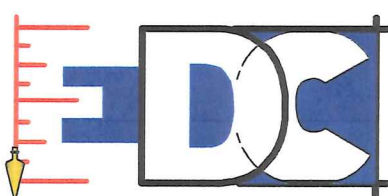
1. THIS IS NOT A BOUNDARY SURVEY. THE SPECIFIC PURPOSE OF THIS SURVEY IS TO EXHIBIT EXISTING CONDITIONS, PROPOSED EASEMENTS AND RIGHT-OF-WAY DEDICATIONS IN THE IMMEDIATE VICINITY OF THE 30.00-FOOT-WIDE RIGHT-OF-WAY KNOWN AS CARGO WAY, BEING MORE PARTICULARLY DESCRIBED DESCRIBED HEREON. I HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE SURVEYING PRACTICE UNDER THE DIRECTION AND COMPLETED ON AUGUST 17, 2022. I FURTHER CERTIFY THAT SAID DRAWING IS IN COMPLIANCE WITH THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, INC. ON JANUARY 17, 2017, AND THE FLORIDA STATUTES, CHAPTER 402, 2022.
2. THIS SURVEY MAP AND REPRODUCTIONS THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURES AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER OR ORIGINAL ELECTRONIC SIGNATURE. THIS SURVEY CANNOT BE TRANSFERRED OR ASSIGNED WITHOUT THE SPECIFIC WRITTEN PERMISSION OF ENGINEERING, DESIGN AND CONSTRUCTION, INC. IT IS A CONDITION OF ANY SALE OR CONVEYANCE OF ANY PART OF THE LAND SHOWN ON THIS SURVEY THAT THE SURVEYOR'S WRITTEN CONSENT OF THE SURVEYOR. ADDITIONS AND/OR DELETIONS MADE TO THE FACE OF THIS SURVEY WILL MAKE THIS SURVEY INVALID.
3. LAST DATE OF FIELD WORK: SEPTEMBER 23, 2022.
4. SURVEY DESCRIPTION(S) SHOWN HEREON PREPARED BY THIS OFFICE: LANDS SHOWN HEREON WERE NOT ABSTRACTED BY THIS OFFICE FOR RIGHTS-OF-WAY, EASEMENTS OF RECORD, OWNERSHIP, ABANDONMENTS, DEED RESTRICTIONS, OR MURPHY ACT DEEDS.
5. PARCEL CONTAINS 45,905 SQUARE FEET (1.05 ACRES), MORE OR LESS.
6. NOT ALL IMPROVEMENTS WERE LOCATED, INCLUDING UNDERGROUND UTILITIES, UTILITY SERVICES, AS PART OF THIS SURVEY. THE LAST DATE OF FIELD WORK IN RELATION TO THE BOUNDARY SURVEY WAS APRIL 16, 2022. THE WETLAND SHOWN HEREON WAS LAST OBSERVED BY THE ENVIRONMENTAL DIVISION OF EDC CONSTRUCTION, INC. ON JANUARY 17, 2020.
7. REVISIONS SHOWN HEREON DO NOT REPRESENT A "FIELD SURVEY UPDATE" UNLESS OTHERWISE NOTED.
8. BEARINGS SHOWN HEREON ARE BASED UPON GRID NORTH AND REFERENCE THE LINE LABELED HEREON AS (BEARING BASIS) AND ALL OTHER BEARINGS ARE RELATIVE THERETO. DISTANCES ARE IN U.S. SURVEY FEET AND DECIMAL PARTS THEREOF.
9. IN SOME INSTANCES, GRAPHIC REPRESENTATIONS AND SYMBOLS SHOWN HAVE BEEN EXAGGERATED TO MORE CLEARLY SHOW THE LOCATION OF THE IMPROVEMENTS, WALLS, HEDGES AND/OR LOT LINES. THE DIMENSIONS SHOWN SHALL CONTROL THE LOCATION OF THE IMPROVEMENTS, OVER THE SCALED POSITIONS.
10. THE OWNERSHIP OF PERIMETER FENCES, WALLS, HEDGES AND LANDSCAPING SHOWN HEREON ARE NOT KNOWN AND ARE NOT LISTED AS ENCROACHMENTS. THEIR RELATIVE LOCATION IS SHOWN IN RELATION TO THE BOUNDARY LINES SHOWN.
11. THIS SURVEY IS FOR INFORMATIONAL PURPOSES ONLY. IT DOES NOT PROVIDE THE INFORMATION OBTAINED OR DEVELOPED BY THE UNDERSIGNED SURVEYOR IN HIS FIELD WORK, OFFICE WORK OR RESEARCH.

RIGHT-OF-WAY EXHIBIT

FOR: SANDS CC, LLC
PART OF TRACTS PLATTED IN PALM CITY
FARMS SUBDIVISION
LYING WEST OF FLORIDA TURNPIKE AND
SOUTH OF BESSEY CREEK
SEC. 14, TOWNSHIP. 38 SOUTH, RGE. 40 EAST
IMARTIN COUNTY, FLORIDA

18-234-1

1 OF 1



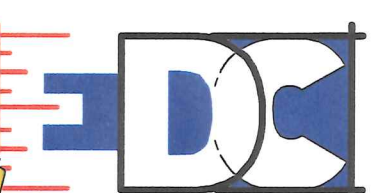
ENGINEERS & SURVEYORS
ENVIRONMENTAL

10250 VILLAGE PARKWAY
UNIT 201
PORT ST. LUCIE, FL 34987
☎ 772-462-2455
🌐 www.edc-inc.com

F.B.P.E. CERTIFICATE OF AUTHORIZATION 9935
L.B. CERTIFICATE OF AUTHORIZATION 8098

SPT	DRAWN BY	MTD	CHECKED BY	IP	FIELD CREW	FILENAME	LAYOUT	AS SHOWN	SCALE	May 22, 2023	DATE
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DATE	REVISION COMMENTS
5/22/23	REVISED EXHIBIT DESIGNATION - SPT
7/21/23	REVISED PER COUNTY COMMENTS - SPT
9/13/22	CORRECTED TO MARTIN COUNTY - SPT
2/10/22	CERTIFIED RIGHT-OF-WAY DEDICATION DIMENSION - SPT
8/17/22	UPDATED DRAINAGE EASEMENTS - SPT
4/18/22	REVISED RIGHT-OF-WAY DEDICATION LABELS - SPT



**10250 VILLAGE PARKWAY
UNIT 201
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