

## LETTER OF TRANSMITTAL

TO: Martin County  
Growth Management Dept.  
(Hand delivered)

|  |                 |
|--|-----------------|
| Date: 02/27/19   | Job No. 3415-03 |
| Attention: Nicki Van Vonno<br>Growth Management Director |                 |
| Re: Sands Commerce Center III (Phase 3)                  |                 |
| Major Final Site Plan                                    |                 |
| For Completeness Review                                  |                 |
|  |                 |
|  |                 |

WE ARE SENDING YOU ☒ Attached ☐ Under separate cover via \_\_\_\_\_

THE FOLLOWING ITEMS:

| COPIES | DATE | NO. | DESCRIPTION                                    |
|--------|------|-----|--|
| 1      |      |     | Check for Application Fee (\$290.00)           |
| 1      |      |     | Original Application Packet with exhibits      |
| 1      |      |     | CD with Application and exhibits in PDF Format |
| 1      |      |     | CD with Site Plan and Survey in DWG. Format    |
|        |      |     |  |

THESE ARE TRANSMITTED AS CHECKED BELOW:

☐ For approval      ☐ For review and comment      ☐ Submit \_\_\_\_\_  
☐ As requested      ☐ Returned for corrections      ☐ Resubmit \_\_\_\_\_

REMARKS

The original signed, notarized documents are in this package submittal.

COPY TO File and client

SIGNED: Holly Mathers

*If enclosures are not as noted, kindly notify us at once.*



**Martin County Florida  
Growth Management Department  
DEVELOPMENT REVIEW DIVISION**

**241 SE Monterey Road Stuart FL 34904  
888-225-5455 www.martin.fl.us**

## **Major Final Site Plan Checklist**

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

- ☒ 1. APPLICATION: Please use the new application form.  
[Application](#)
- ☒ 2. AFFIDAVIT: Complete the affidavit for digital submission.  
[Affidavit for digital submission](#)
- ☒ 3. If submitting the 8 1/2 by 11 or 14 inch documents digitally, include one disc or copy to the Digital Website with all the documents bookmarked as indicated in the Application Instructions. One paper packet must also be submitted, in addition to the digital submission.  
[Digital website](#)
- ☒ 4. If submitting large format plans digitally, include two sets of paper plans. Each of the plans listed below should be submitted on either a disc or copied to the Digital Website. Do NOT scan the plans, but save the original .dwg or other file type as a .pdf at a minimum of 24x 36 inches and 300 dpi.  
[Digital website](#)
- ☒ 5. NARRATIVE: A complete project narrative including what is being requested, the location and size of the subject property.
- ☒ 6. A check made payable to the Martin County Board of County Commissioners per the Development Review Fees.  
[Development review fee schedule](#)
- ☒ 7. POWER OF ATTORNEY: A notarized power of attorney authorizing an agent to act on the owner's behalf.
- ☒ 8. RECORDED DEED: A copy of the recorded deed(s) for the subject property and any contract for purchase of the property.
- ☒ 9. PROPERTY TRANSFER: A certification of any property transfer since the property was deeded to the current property owner that is the applicant for this project.
- ☒ 10. LEGAL DESCRIPTION: Full legal description including parcel control number(s) and total acreage.
- ☒ 11. UNITY OF TITLE: A draft unity of title including the full legal description, total site acreage, and parcel control number(s).  
[Unity of title form](#)
- ☒ 12. LOCATION MAP: A location map (8 1/2 x 11) showing the property and all major and minor roadways in and adjacent to the property with the property clearly outlined.
- ☒ 13. ADEQUATE PUBLIC FACILITIES: An adequate public facilities compliance statement; a reservation, deferral or an exemption.
- ☒ 14. If available, land dedication documentation.

- ☒ 15. EXCAVATION FILL AND HAULING: Engineer's Opinion of Probable Excavation, Fill and Hauling signed and sealed by a licensed Florida professional engineer and if practicing through a duly authorized engineering business, the name, address and certification of authorization number of the engineering business.  
[Excavation fill and hauling](#)
- ☒ 16. STORMWATER REPORT OR CALCULATIONS: A stormwater management report that is signed and sealed in accordance with the Florida Administrative Code (F.A.C.) 61G15-23.002 by a licensed Florida professional engineer. The report cover sheet and index sheet shall be signed and sealed; the report must clearly demonstrate compliance with Article 4, Division 9, Section 4.383, Martin County Land Development Regulations and its referenced Stormwater Management and Flood Protection Standards for Design and Review.
- N/A ☐ 17. STORMWATER MAINTENANCE PLAN: A stormwater maintenance plan shall be included within this report. Section 4.386, Land Development Regulations, Martin County. MARTIN COUNTY, FLA., LDR ☐ 4.386
- N/A ☐ 18. TRAFFIC IMPACT ANALYSIS: A traffic impact analysis or statement signed and sealed by a licensed Florida professional engineer and if practicing through a duly authorized engineering business, the name, address and certification of authorization number of the engineering business.
- N/A ☐ 19. EVACUATION PLAN: An emergency evacuation plan if the property is located within Hurricane Surge Map Zones 1, 2, or 3.  
[Hurricane surge map](#)
- N/A ☐ 20. FIRE WILDFIRE SCORESHEET: A Florida Wildfire Risk Assessment Scoresheet.  
[Wildfire risk assessment scoresheet](#)
- N/A ☐ 21. SCHOOL IMPACT WORKSHEET: A school impact worksheet, if a residential development.  
[School impact worksheet](#)
- N/A ☐ 22. ENVIRONMENTAL ASSESSMENT: An environmental assessment of the property.
- N/A ☐ 23. ENVIRONMENTAL WAIVER: Environmental waiver, when appropriate.  
[Environmental waiver checklist](#)
- N/A ☐ 24. PAMP: A preserve area management plan, if the environmental assessment identifies wetlands or native habitats that are required to be preserved.
- N/A ☐ 25. LANDSCAPING ALTERNATIVE COMPLIANCE: A Landscaping Alternative Compliance Request justification statement that identifies the proposed modifications to the code.
- N/A ☐ 26. A Landscaping Alternative Compliance Request check made payable to the Martin County Board of County Commissioners per the Development Review Fees.
- N/A ☐ 27. CRA ALTERNATIVE COMPLIANCE: A CRA Alternative Compliance Request justification statement that identifies the proposed modifications to the code.
- N/A ☐ 28. A CRA Alternative Compliance Request check made payable to the Martin County Board of County Commissioners per the Development Review Fees.
- ☒ 29. UTILITIES LETTERS: Letters documenting the availability of phone, cable, electric and solid waste pick-up services for the proposed development.
- ☒ 30. PROPOSED WATER SOURCES: The proposed utilities and irrigation water sources including any proposed use of wells and septic systems. SEE NARRATIVE
- N/A ☐ 31. UTILITIES WATER & WASTEWATER SERVICE AGREEMENT INFORMATION FORM: If the utility provider is Martin County Utilities, submit the completed Information Sheet.  
[Information sheet](#) SEE ATTACHED EXHIBITS MARTIN COUNTY UTILITIES SERVICE AGREEMENT
- N/A ☐ 32. UTILITY CERTIFICATION: If the utility provider is not Martin County Utilities, submit the completed Water and/or Wastewater Utility Service Certification form.  
[Utility service certification](#)

- ☒ 33. AGENCY PERMITS:(OPTION ONE) All required federal, state and regional agency permits and approvals, or applications for pending permits and approvals. Submit all required federal, state and regional permits and approvals prior to the issuance of a development order by the County.
- N/A ☐ 34. AGENCY PERMITS:(OPTION TWO) All required federal, state and regional agency permits and approvals, or applications for pending permits and approval. Submit all required federal, state and regional permits and approvals prior to the commencement of construction or development activities authorized by the County development order.
- ☒ 35. Electronic files of the final site plan in AutoCAD 2004 to 2007 (.dwg) and Adobe (.pdf) formats. The Adobe version must be 24 x 36 and 300 dpi.
- ☒ 36. Electronic file of the boundary survey in AutoCAD 2004 to 2007 (.dwg) format.
- ☒ 37. A boundary survey of the entire site including the legal description, parcel control number(s) and acreage, certified within 180 days of the date of this application, signed and sealed by a licensed Florida professional surveyor and mapper.
- ☒ 38. A topographic survey of the project site that extends a minimum of 200 feet outside the proposed limits of construction (or until a discernible drainage basin boundary is reached). The topography must be collected at an interval adequate to generate one-foot contours. The date of the field survey must be within 180 days of the date of this application; the survey must be signed and sealed by a licensed Florida professional surveyor and mapper.
- ☒ 39. The proposed final site plan.  
[Site plan template](#)
- N/A ☐ 40. Provide utilities-related calculations (as applicable) including lift station, fire flow (non-residential), irrigation (if using potable or reclaimed) and grease interceptor sizing.
- ☒ 41. Copies of any previously approved master site plan.
- ☒ 42. A land clearing and erosion control plan on a single page signed and sealed by a licensed Florida professional engineer and if practicing through a duly authorized engineering business, the name, address and certification of authorization number of the engineering business.
- ☒ 43. Construction plans signed and sealed by a licensed Florida professional engineer and if practicing through a duly authorized engineering business, the name, address and certification of authorization number of the engineering business.
- ☒ 44. A floor plan for each floor within the proposed structures including the identification of the proposed use(s) and the area of the proposed use(s).
- ☒ 45. Architectural drawings including elevation drawings to demonstrate compliance with commercial and residential design standards.
- ☒ 46. A landscape plan.
- N/A ☐ 47. A tree survey that identifies protected trees as defined in Section 4.666 of the LDR.  
[Section 4.666](#)
- N/A ☐ 48. A lighting plan.
- ☒ 49. Commercial Design drawings must be prepared by a licensed architect. ☐ Section 4.871C, LDR ☐  
[Licensed architect for commercial design](#)
- ☒ 50. DISCLOSURE of INTEREST AFFIDAVIT: Please submit a completed financial disclosure affidavit form. ☐ Section 10.2.B.3., LDR, MCC ☐  
[Disclosure of Interest Affidavit](#)





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

## A. General Information:

1. Type of Application: Major Final Site Plan

2. Proposed Development's Name:

Sands Commerce Center III - Phase 3

3. Former Development's Name:

4. Previous Project Number:

S129-020

5. Pre-Application Meeting Date:

Not Applicable

6. Property Owner:

Name or Company Name Jeffrey H. Sands

Company Representative

Address 902 Carnegie Center, Suite 400

City Princeton

State NJ

Zip 08540

Phone 609 - 921 - 6060

Fax - - -

Email jsands@hiltonrealtyco.com

7. Agent:

Select from the List

Name or Company Name Mathers Engineering Corporation

Company Representative

William J. Mathers, P.E.

Address 2431 SE Dixie Highway

City Stuart

State FL

Zip 34996

Phone 772 - 287 - 0525

Fax - - -

Email mathersengineers@bellsouth.net

8. Contract Purchaser:

Not Applicable

Name or Company Name

Company Representative

Address

City

State

Zip

Phone

Fax

Email

9. Land Planner:

Same as the Civil Engineer

Name or Company Name

Company Representative

Address

City

State

Zip

Phone

Fax

Email

**10. Landscape Architect:**

Select from the list

Name or Company Name

Lucido and Associates

Company Representative

Morris Crady

Address 701 SE Ocean Blvd.

City Stuart

State FL Zip 34994

Phone 772 - 220 - 2100

Fax - - -

Email mcrady@luciodesign.com

**11. Surveyor:**

Select from the list

Name or Company Name

Engineering Design Inc.

Company Representative

Mike Owen

Address 1934 Tucker Court

City Fort Pierce

State FL Zip 34950

Phone 772 - 419 - 8383

Fax - - -

Email tiffanyowne@edc-inc.com

**12. Civil Engineer:**

Select from the list

Name or Company Name

Mathers Engineering Corporation

Company Representative

William J. Mathers, P.E.

Address 2431 SE Dixie Highway

City Stuart

State FL Zip 34996

Phone 772 - 287 - 0525

Fax - - -

Email mathersengineers@bellsouth.net

**13. Traffic Engineer:**

Select from the list

Name or Company Name

Susan E. O'Rourke, PE, Inc.

Company Representative

Susan E. O'Rourke, P.E.

Address 969 SE Federal Highway, Ste. 402

City Stuart

State FL Zip 34994

Phone 772 - 781 - 7918

Fax - - -

Email seorourke@comcast.net

**14. Architect:**

Not Applicable

Name or Company Name

Jack Ahern &amp; Assoc. Architect, P.A.

Company Representative

Jack Ahern

Address 2674 S.E. Willoughby Blvd.

City Stuart

State FL Zip 34994

Phone 772 - 220 - 8907

Fax - - -

Email ahern@gate.net

**15. Attorney:**

Select from the list

Name or Company Name

McCarthy, Summers, Bobko, Wood, Norman, Bass &amp; A

Company Representative

Terry McCarthy, Esquire

Address 2400 SE Federal Highway

City Stuart

State FL Zip 34994

Phone 772 - 286 - 1700

Fax - - -

Email tpm@mcsomm.com



**16. Environmental Planner:** Not Applicable  
Name or Company Name \_\_\_\_\_  
Company Representative \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Phone \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Fax \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_  
Email \_\_\_\_\_

**17. Other Professional:** \_\_\_\_\_  
Name or Company Name \_\_\_\_\_  
Company Representative \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Phone \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Fax \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_  
Email \_\_\_\_\_

**18. Parcel Control Number(s):**  
14-38-40-000-009-00000-8 \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**19. Certifications by Professionals:**

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

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

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

**B. Applicant or Agent Certification:**

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

\_\_\_\_\_  
Applicant's signature  
JEFFREY SANDS  
\_\_\_\_\_  
Printed name

2/4/19  
\_\_\_\_\_  
Date

## NOTARY ACKNOWLEDGMENT

STATE OF New Jersey

COUNTY OF Mercer

I hereby certify that the foregoing instrument was acknowledged before me this 4<sup>th</sup> day of February, 2019, by Jeffrey Sands.

He or she

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

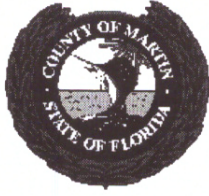
Denise J. Steber  
Notary public signature

\_\_\_\_\_  
Printed name

Denise J. Steber  
NOTARY PUBLIC OF NEW JERSEY  
Commission Expires  
July 8, 2021

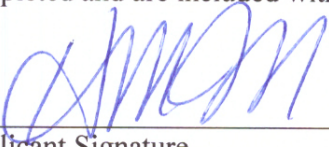
State of \_\_\_\_\_ at-large





Martin County Development Review  
Digital Submittal Affidavit

I, HOLLY M. MATHERS, attest that the electronic version included for the project SAND COMMERCE CENTER III (PHASE 3) is an exact copy of the documents that were submitted for sufficiency, excluding any requested modifications made by the sufficiency review team. All requested modifications, if any, have been completed and are included with the packet.

  
Applicant Signature

2/19/19  
Date

February 20, 2019

Ms. Nicki Van Vonno, Growth Management Director  
Martin County Growth Management Department  
2401 SE Monterey Road  
Stuart, Florida 34996

**RE: Request for Proposed Development**  
**Project Name: Sands Commerce Center III (Phase 3) Building 15**  
**Previous Project Number: S129-015**  
**Address: SW Cargo Way, Palm City, Florida**

Dear Ms. Van Vonno:

This package is being submitted for compliance review for the above referenced project. The documentation attached has been provided for the review by the Martin County Growth Management Department for the Major Final Site Plan Application.

This application is a request to begin construction of Phase 3 of the Sands Commerce Center III which consists of the construction of the proposed Building 15 and associated parking areas and sidewalks. Building 15 is a 200,000 s.f. manufacturing building with additional 307 parking spaces provided.

The project complies with the proposed industrial zoning requirements.

**Certificate of Public Facilities Reservation:**

The applicant is requesting a certificate of public facilities reservation for the Sands Commerce Center III pursuant to Section 5.32.D of the Martin County Land Development Regulations.

**Utilities**

Proposed Utilities – Sewer and Water will be supplied by Martin County Utilities. Irrigation will be from the proposed lake. Project previously obtained approvals from Martin County Utilities and currently has an active Water and Wastewater Service Agreement with Martin County Utilities for Sands Commerce Center III. Phase 1 approved construction permits and plans contain the necessary utilities for Phase 3.

**SFWMD**

Project previously obtained a Master SFWMD Drainage Permit. Applicant will be resubmitting to SFWMD for a permit modification for storm water to allow construction of Phase 3.

**LAND USE & ZONING**

Land Use – Industrial

Existing Zoning – LI (Limited Industrial)

**PHASE 3 CONSTRUCTION:**

The following details the items that will be completed during the Phase 3 construction for Sands Commerce Center III as indicated on the Major Final Site Plan.

1. Water and Fire Lines

- Phase 3  
Water Building Service Line, Meter & Backflow Preventer for Building #15 only.  
Fire Line, DDC, and FDC for Building #15 only.

2. Paving per Phase:

- Phase 3  
Parking Spaces along South side of Building #15.  
Loading Area 30 ft North of Building #15, that was not constructed with Bldg. #16.

3. Sidewalks

- Phase 3  
All of Sidewalks along South side of Building #15, and sidewalk connecting Southeast corner of Bldg. #15 with sidewalk along East edge of property.

Sincerely,



William J. Mathers, P.E.



## SPECIAL POWER OF ATTORNEY

Jeffrey H. Sands hereby appoints Mathers Engineering Corporation as attorney in fact to act in its capacity to sign for and implement any and all necessary documentation related to the site plan development and submission to Martin County for the proposed construction of Sands Commerce Center III (Phase 3) located as SW Cargo Way, Palm City, Florida.

The rights, powers, and authority of its attorney in fact to exercise any and all of the rights and powers herein granted shall commence and be in full force and effect as of the date signed here within and shall remain in full force and effect until the project is completed or unless specifically extended or rescinded earlier by either party.

Dated: 2/4/19

Signed: [Signature]  
Print Name: Jeffrey H. Sands  
Title: Owner  
Address: 902 Carnegie Center, Suite 400  
Princeton, NJ 08540

State of New Jersey

County of Mercer

I hereby certify that the foregoing instrument was acknowledged before me this 4<sup>th</sup> day of February, 2019, by Jeffrey Sands, who is (✓) personally known to me or who ( ) has produced \_\_\_\_\_ as identification.

[Signature]  
Print Name: \_\_\_\_\_  
NOTARY PUBLIC, State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

[Notary Seal]



Denise J. Steber  
NOTARY PUBLIC OF NEW JERSEY  
Commission Expires  
July 8, 2021

584414

Dated as of

This Quit-Claim Deed, ~~Recorded~~ this 29th day of November A.D. 1985, by

Edward C. Steele, Individually, and Eleetsco, Inc., a Florida corporation and Eleetsco &amp; Co. Ltd., a Florida Limited Partnership

first party, to

Jeffrey H. Sands

whose postoffice address is

194 Nassau Street, Princeton, New Jersey 08540

second party:

(Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the same are to be construed or required.)

**Witnesseth,** That the said first party, for and in consideration of the sum of \$ 10.00 in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest,\* claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Martin State of Florida, to wit:

See Exhibit "A" attached hereto and incorporated herein by reference

Grantor herein acknowledges that this property is not now nor has it ever been the homestead of the Grantor as the subject property is vacant land.

\*including without limitation all shares and interests in rents, profits or proceeds of options, leases and licenses thereto appertaining,

**To Have and to Hold**

the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.

**In Witness Whereof,**

The said first party has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in presence of:

Eleetsco, Inc. a Florida corporation

By: *Edward C. Steele*  
Edward C. Steele, President*Edward C. Steele*  
Edward C. Steele, IndividuallySTATE OF FLORIDA,  
COUNTY OF Martin} see attached signature page for  
Eleetsco & Co. Ltd.

I HEREBY CERTIFY that on this day, before me, an

officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Edward C. Steele, Individually and as President of Eleetsco, Inc. on behalf of Eleetsco, Inc. and Eleetsco & Co. Ltd. to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this

day of

A. D. 1985.

660 PAGE 2537

NO  
A.Y.  
B

4 instrument prepared by: Alys Nagler Daniels, Esquire  
A.D. Gary, Dytrych & Ryan, P.A.  
701 U. S. Highway One, Suite 402  
North Palm Beach, Florida 33408

IN WITNESS WHEREOF, the said first party has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered  
in the presence of:

Eleetsco & Co., Ltd., a Florida  
limited partnership

By: Eleetsco, Inc., a Florida  
corporation, general  
partner

*Raymond C. Sparlock*  
As to Edward C. Steele

By: *Edward C. Steele*  
Edward C. Steele,  
President

EXHIBIT "A"

That part of Tracts 9, 10, and 11 lying South of Bessie Creek and West of the Sunshine State Parkway (Florida State Turnpike); that part of Tracts 21, 28, 29, 36, 45 and 46, lying West of the Sunshine State Parkway (Florida State Turnpike); All of Tracts 22, 23, 24, 25, 26, 27, 37, 38, 39, 40, 41, 42, 43, 44, 53, 54, 55, 56, 57, 58, 59 and 60; 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.

LESS AND EXCEPT a parcel of land being a 60 foot road right of way more particularly described as the West 60 feet of that portion of Tract 9 lying South of the center line of Bessey Creek, and the West 60 feet of Tracts 24, 25, 40, 41, 56 and 57, 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.

RECORDED  
JAN 10 1919  
P. 19

Dated as of

**This Quit-Claim Deed**, ~~executed~~ this 29th day of November, A. D. 1985, by Edward C. Steele and George H. Sands, as Co-Trustees of the Martin Industrial Land Trust; Eleetsco & Co., a Florida Limited Partnership, George H. Sands, and Jeffrey H. Sands, as all the beneficiaries of the Martin Industrial Land Trust; Eleetsco & Co. Ltd, as to a 50% undivided interest; George H. Sands, as to a 25% undivided interest; and Jeffrey H. Sands, as to a 25% undivided interest; as tenants in common with no right of survivorship whose postoffice address is 194 Nassau Street, Princeton, New Jersey 08540 second party:

(Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

**Witnesseth,** That the said first party, for and in consideration of the sum of \$10.00 in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest,\* claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Martin State of Florida, to-wit:

See Exhibit "A" attached hereto and incorporated herein by reference.

First Party herein acknowledge that this property is not now nor has it ever been the homestead of any First Party as the subject property is vacant land.

\*including without limitation all shares and interests in rents, profits or proceeds of options, leases and licenses thereto appertaining,



### To Have and to Hold

the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.

**In Witness Whereof,** The said first party has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in presence of:

Alys Nagler as to Edward C. Steele } WITNESS  
Larry Gorman as to George H. Sands }  
Alys Nagler as to George H. Sands }  
 Witnesses as to George H. Sands }  
 STATE OF FLORIDA,  
 COUNTY OF Palm Beach

Edward C. Steele

Edward C. Steele, Co-Trustee of the Martin Industrial Land Trust and Individually

George H. Sands }  
 George H. Sands, Co-Trustee of the Martin Industrial Land Trust and Individually

See attached for additional signatures.

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Edward C. Steele, Co-Trustee of the Martin Industrial Land Trust and Individually

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

December 31st, 1985.

Witness my hand and official seal in the County and State last aforesaid this 31st day of



BOOK 660 PAGE 2533

This Instrument prepared by: Alys Nagler Daniels, Esquire  
 Address: Gary, Dytrych & Ryan, P.A.

701 U.S. Highway One, Suite 402, North Palm Beach, FL 33408



IN WITNESS WHEREOF, the said first party has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered  
in the presence of:

*George H. Sands*  
*Carol E. Sands*  
As to George H. Sands

BENEFICIARIES:

*George H. Sands*  
George H. Sands

ELEETSCO & CO., LTD., a Florida  
limited partnership

By: Eleetsco, Inc., a Florida  
corporation, general  
partner

By: *Edward C. Steele*  
Edward C. Steele,  
President

*Edward C. Steele*  
*Carol E. Sands*  
As to Edward C. Steele

*George H. Sands*  
*Carol E. Sands*

*Jeffrey H. Sands*  
Jeffrey H. Sands

STATE OF FLORIDA  
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared GEORGE H. SANDS, as Co-Trustee of the Martin Industrial Land Trust and Individually, to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 31<sup>st</sup> day of December, 1985.

*Carol E. Sands*  
Notary Public  
My commission expires:

Notary Public State of Florida at Large  
My Commission Expires June 22, 1987

STATE OF FLORIDA  
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared EDWARD C. STEELE, as President of Eleetsco, Inc., a Florida corporation, general partner of Eleetsco & Co., Ltd., a Florida limited partnership, to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 31<sup>st</sup> day of Dec., 1985.


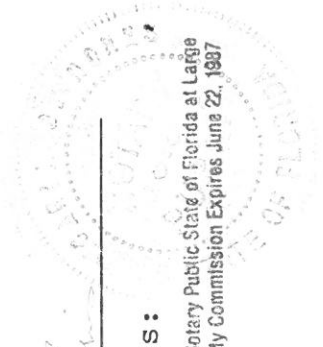
*Carol E. Sands*  
Notary Public  
My commission expires:

D.O.B. BOOK PAGE  
660 2534

STATE OF FLORIDA  
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared JEFFREY H. SANDS, of the Martin Industrial Land Trust, to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 31<sup>st</sup> day of December, 1985.

  
\_\_\_\_\_  
Notary Public  
My commission expires:  


Notary Public  
My commission expires:

Notary Public State of Florida at Large  
My Commission Expires June 22, 1987



EXHIBIT "A"

That part of Tracts 9, 10, and 11 lying South of Bessie Creek and West of the Sunshine State Parkway (Florida State Turnpike); that part of Tracts 21, 28, 29, 36, 45 and 46, lying West of the Sunshine State Parkway (Florida State Turnpike); All of Tracts 22, 23, 24, 25, 26, 27, 37, 38, 39, 40, 41, 42, 43, 44, 53, 54, 55, 56, 57, 58, 59 and 60; 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.

LESS AND EXCEPT a parcel of land being a 60 foot road right of way more particularly described as the West 60 feet of that portion of Tract 9 lying South of the center line of Bessey Creek, and the West 60 feet of Tracts 24, 25, 40, 41, 56 and 57, 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.

FILED FOR RECORD  
MARTIN COUNTY, FLA.

86 JAN 10 P2: 19

LOUISE V. ISAACS  
CLERK OF DISTRICT COURT  
BY PA D.C.

Printed for  Attorneys' Title Insurance  
Fund, Inc., Orlando, Florida

Return to  
Name **Alys Nagler Daniels, Esquire**  
Address **GARY, DYTRYCH & RYAN, P.A.**  
**701 U.S. Highway One, Suite 402**  
**North Palm Beach, FL 33408**

**753359**

This instrument was prepared by  
Name **Alys Nagler Daniels, Esquire**  
Address **GARY, DYTRYCH & RYAN, P.A.**  
**701 U.S. Highway One, Suite 402**  
**North Palm Beach, FL 33408**

**RECORD VERIFIED**

**FLA. DOC. PAID**  
**\$ 3051.95**  
**Marsha Stiller**  
**Clerk of Circuit Court**  
**Martin Co., Fla.**  
By CA **D.C.**

[Space above this line for recording data]

# **WARRANTY DEED** (STATUTORY FORM SECTION 689.02, F.S.)

**This Indenture**, made this **29th** day of **December** **19 88**, **Between**

**GEORGE H. SANDS, a married man**

of the County of \_\_\_\_\_, State of **New Jersey**, grantor, and

**JEFFREY H. SANDS, a married man**

whose post office address is **194 Nassau Street, Princeton, New Jersey 08540**

of the County of **Mercer**, State of **New Jersey**, grantee.

**Witnesseth** that said grantor, for and in consideration of the sum of **Ten and 00/100**-----  
-----**(\$10.00)**----- Dollars,

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

**See Exhibit "A" attached hereto and incorporated herein by reference. \***

First Party herein acknowledges that this property is not now nor has it ever been the homestead of any First Party as the subject property is vacant land.

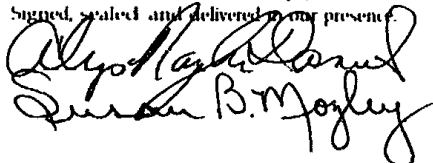
\*including, without limitation, his 25% interest in all shares and interests in rents, profits or proceeds of options, leases and licenses thereto appertaining

Grantee's Federal ID No.: **142-42-1264**

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

"Grantor" and "grantee" are used for singular or plural, as context requires

**In Witness Whereof**, grantor has hereunto set grantor's hand and seal the day and year first above written signed, sealed and delivered in my presence.

  
**Alys Nagler Daniels**  
**Susan B. Joyley**

  
**George H. Sands**

(Seal)

(Seal)

(Seal)

(Seal)

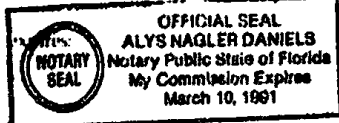
STATE OF **FLORIDA**  
COUNTY OF **PALM BEACH**

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared  
**GEORGE H. SANDS, a married man**

to me known to the person(s) described in and who executed the foregoing instrument and acknowledged before me that he executed the same

WITNESS my hand and official seal in the County and State last aforesaid this **29** day of **December**, **19 88**

My commission expires:



  
**Alys Nagler Daniels**  
Notary Public

EXHIBIT "A"

An undivided 25% interest in:

That part of Tracts 9, 10, and 11 lying South of Bessie Creek and West of the Sunshine State Parkway (Florida State Turnpike); that part of Tracts 21, 28, 29, 36, 45 and 46, lying West of the Sunshine State Parkway (Florida State Turnpike); All of Tracts 22, 23, 24, 25, 26, 27, 37, 38, 39, 40, 41, 42, 43, 44, 53, 54, 55, 56, 57, 58, 59 and 60; 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.

LESS AND EXCEPT a parcel of land being a 60 foot road right of way more particularly described as the West 60 feet of that portion of Tract 9 lying South of the center line of Bessey Creek, and the West 60 feet of Tracts 24, 25, 40, 41, 56 and 57, 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.

89 FEB 18 PM 12:54

# EXHIBIT A

Project – SANDS COMMERCE CENTER  
Owner – JEFFREY H. SANDS

**LEGAL DESCRIPTION:**

TRACTS 11, 21, 22, 27, 28, AND 29, SECTION 14, TOWNSHIP 38 SOUTH, RANGE 40 EAST, PALM CITY FARMS, AS RECORDED IN PLAT BOOK 6, PAGE 42, PUBLIC RECORDS OF PALM BEACH (NOW MARTIN) COUNTY, FLORIDA. LYING WEST OF THE FLORIDA TURNPIKE (SUNSHINE STATE PARKWAY), AND SOUTH OF THE CENTERLINE OF BESSEY CREEK.

**Parcel Control Number:**

14-38-40-000-009-00000-80000

Return to:  
Martin County Growth Management Department

---

## UNITY OF TITLE

In consideration of the issuance of a permit to Jeffrey H. Sands, as Owner(s) for the construction of Sands Commerce Center III - Phase 3 in Martin County, Florida, and for other good and valuable considerations, the undersigned hereby agree to restrict use of lands described in **Exhibit A** attached hereto in the following manner:

***Read carefully.***

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

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

***OR***

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

***OR***

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

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

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

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

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

## INDIVIDUAL(S)

Signed, acknowledged and notarized on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

WITNESSES:

OWNER(S):

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

Sign: \_\_\_\_\_  
Print: \_\_\_\_\_  
Sign: \_\_\_\_\_  
Print: \_\_\_\_\_  
Owner(s) Address: \_\_\_\_\_

*Note: If two owners are involved, two witnesses are required for each signature; the same 2 witnesses can be used for both signature and both signatures need to be notarized.*

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

I HEREBY CERTIFY that the foregoing Unity of Title was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_. He or she ( ) is personally known to me or ( ) has produced \_\_\_\_\_ as identification.

NOTARY PUBLIC

\_\_\_\_\_  
Name: \_\_\_\_\_  
State of \_\_\_\_\_ at large  
My commission expires: \_\_\_\_\_

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

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_. He or she ( ) is personally known to me or ( ) has produced \_\_\_\_\_ as identification.

NOTARY PUBLIC

\_\_\_\_\_  
Name: \_\_\_\_\_  
State of \_\_\_\_\_ at large  
My commission expires: \_\_\_\_\_

[STAMP]



## CORPORATE

Signed, acknowledged and notarized on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

WITNESSES:

OWNER:

Sign: \_\_\_\_\_

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

\_\_\_\_\_  
Name of Corporation

Sign: \_\_\_\_\_

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

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

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

Title: \_\_\_\_\_

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

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

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

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

I HEREBY CERTIFY that the foregoing Unity of Title was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_ (name of officer/agent and title) of \_\_\_\_\_ (name of corporation) He or she ( ) is personally known to me or ( ) has produced \_\_\_\_\_ as identification.

NOTARY PUBLIC

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

State of \_\_\_\_\_ at large

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

[STAMP]

# EXHIBIT A

Project – SANDS COMMERCE CENTER III  
Owner – JEFFREY H. SANDS

**LEGAL DESCRIPTION:**

THAT PART OF TRACT 11, LYING SOUTH OF BESSEY CREEK AND WEST OF THE SUNSHINE STATE PARKWAY (FLORIDA STATE TURNPIKE); THAT PART OF TRACTS 21, 22, 27, 28 AND 29; LYING WEST OF THE SUNSHINE STATE PARKWAY (FLORIDA STATE TURNPIKE); ALL IN TRACT 27; 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.

**Parcel Control Number:**

14-38-40-000-009-00000-80000

OVERALL PARCEL CONTAINS 35.72 ACRES, MORE OR LESS.



# Martin County, FL

**SITE**



SW Sand Ave

Ronald Reagan Turnpike

SW Cargo Way

SW 42 ND Ave N

SW Sand Trl

SW Creekside DR

SW Heronwood RD

SW Mallard Creek Trl

SW Egret Pond Ct

SW Egret Pond Ter

SW Egret Pond Cir

SW Sandhill RD

SW Westlake Cir

0 990 Feet

Date: 5/19/2016

This Geographic Information System Map/Product, received from Martin County ("COUNTY") in fulfillment of a public records request is provided "as is" without warranty of any kind, and the COUNTY expressly disclaims all express and implied warranties, including but not limited to the implied warranties of merchantability and fitness for a particular purpose. The COUNTY does not warrant, guarantee, or make any representations regarding the use, or the results of the use, of the information provided to you by the COUNTY in terms of correctness, accuracy, reliability, timeliness or otherwise. The entire risk as to the results and performance of any information obtained from the COUNTY is entirely assumed by the recipient.

Author: Martin County GIS  
Copyright: Copyright, 2015







2431 SE Dixie Highway  
Stuart, FL 34996  
Phone: (772) 287-0525  
Fax: (772) 220-8686  
Email: mathersengineers@bellsouth.net  
Licenses: EB 0004456

**Adequate Public Facilities**

February 20, 2019

Ms. Nicki Van Vonno, Growth Management Director  
Martin County Growth Management Department  
2401 SE Monterey Road  
Stuart, Florida 34996

RE: Project Name: Sands Commerce Center III (Phase 3) Building 15

Dear Ms. Van Vonno:

The applicant is requesting a certificate of public facilities reservation for the Sands Commerce Center III, pursuant to Section 5.32.D of the Martin County Land Development Regulations.

Sincerely,

William J. Mathers, P.E.



**MARTIN COUNTY ENGINEERING DEPARTMENT  
ENGINEER'S OPINION OF PROBABLE EXCAVATION, FILL, AND HAULING**

*(To be submitted with applications for Master Site Plan or Final Site Plan approval or Excavation and Fill Permits)*

**NAME OF FINAL SITE PLAN:** SANDS COMMERCE CENTER III - Phase 3 - Building 15

TYPE OF APPLICATION

*If more than 10,000 cubic yards are hauled **to or from** the site, the application must be filed as a Major Development*

|   |               |                               |
|---|---------------|-------------------------------|
| 1) Net cubic yards to be excavated:           | <u>0</u>      |                               |
| 2) Net cubic yards to be filled:              | <u>20,000</u> |                               |
| 3) Cubic yards to be hauled <b>from</b> site: | <u>0</u>      | (subtract line 2 from line 1) |

**TYPE OF APPLICATION:** MAJOR

HAULING FEE CALCULATION

The hauling fee for fill hauled **from** the site is calculated at \$0.21 per cubic yard and is due upon approval of the Final Site Plan application or issuance of the Excavation and Fill Permit

Prepared by: WILLIAM J. MATHERS, PE  
Professional Engineer's Name

Professional Engineer's Signature / Seal

FL PE 19658  
P.E. No.

Date

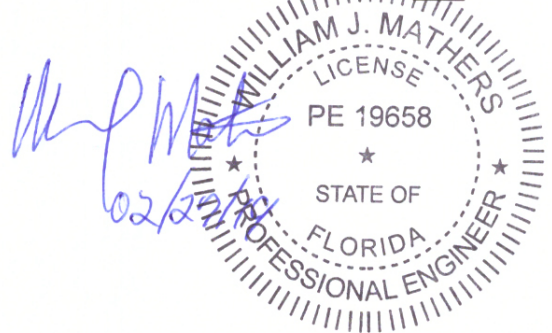
MATHERS ENGINEERING CORPORATION (EB#004456)  
Firm's Name and Certificate of Authorization No. (if applicable)

2431 SE DIXIE HIGHWAY, STUART, FLORIDA 34996  
Address

(772) 287-0525  
Phone No.

County Engineer's (or designee) Acceptance

**HAULING FEE:** 02/27/11 **\$0.00**



**Drainage Statement**

**Phase 3 (Building 15) of Sands Commerce Center III**

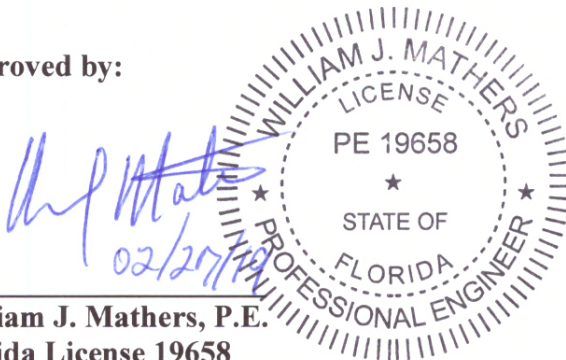
**February 2019**

**For: Martin County Engineering Department**

**And South Florida Water Management District**

**The project's minor modifications requested by this amendment do not substantially affect the drainage design. The previous Drainage Report dated August 4, 2017 prepared by Mathers Engineering Corporation is still valid.**

**Approved by:**



**William J. Mathers, P.E.  
Florida License 19658**

As per the notice requirements of 61G15-30.003(1) F.A.C., this document is being transmitted to the public agency to receive agency review, comments and interpretations. The document may subsequently be revised by the engineer to reflect resolution of issues with the public agency prior to final action by the agency. Changes, revisions and modifications to a project may prompt additional document submittal for agency approval action on the same project. The most current date of the engineer of records signature accompanying the public agency's written approval designates this documents final form.



Drainage Statement  
Sands Commerce Center III  
Phase 3 (Building 15)

February 2019

The subject piece of land includes Phase 3 of Sands Commerce Center Parcel as recorded in Plat Book 6, Page 42, Public Records of Pam Beach (Now Martin) County, Florida.

These proposed improvements include development of the Phase 3 site to accommodate the proposed building, 20 feet strip of paved parking area and rear loading area pavement. All underground drainage infrastructures for this phase are being completed under Phase 1 permits.

The subject piece of land is part of an existing Master South Florida Water Management Environmental Resource Permit No. 43-01993-P issued on February 14, 2007 and authorized construction and operation of a surface water management system to serve 35.80 acres (32.66 acres developed area) of commercial warehouse development known as Sands Commerce Center III. Under Phase 1 of Sands Commerce Center III, the SFWMD Environmental Resource Permit was modified and revised under Permit Application No. 160429-12 and, on May 23, 2017, a new Environmental Resource Permit No. 43-02813-P was issued for the master drainage system is completed in Phase 1. All prior documentation submitted under Phase 1 is applicable to Phase 3. The Environmental Resource Permit No. 43-02813-P will be updated to include the revised final site plan to show the proposed building 15 and parking area.





2431 SE Dixie Highway  
Stuart, FL 34996  
Phone: (772) 287-0525

February 20, 2019

Attn: New Construction Division/Engineering Dept.  
AT & T Communications, Inc.  
329 NW Dixie Highway, Room 103  
Stuart, FL 34994

**Re: Requesting letter of utility availability**

**Project Name: Sands Commerce Center III (Phase 3)**

**Address: SW Cargo Way  
Palm City, Florida**

Dear Sir or Madam:

On behalf of our client, we hereby request the required letter to satisfy Martin County Growth Management Department requirement for availability of all utility services to the above referenced project.

Please find attached location map and proposed site plan for your review.

If it is convenient for you, you can email me at: [mathersengineers@bellsouth.net](mailto:mathersengineers@bellsouth.net). the required letter.

If you have any questions, please contact us at (772) 287-0525.

Thank you for assistance in this matter.

Sincerely,

Holly M. Mathers

enclosures



2431 SE Dixie Highway  
Stuart, FL 34996  
Phone: (772) 287-0525

February 20, 2019

Attn: New Construction Division/Engineering Dept.  
Comcast  
1401 Northpoint Parkway  
West Palm Beach, FL 33407

**Re: Requesting letter of utility availability**

**Project Name: Sands Commerce Center III (Phase 3)**

**Address: SW Cargo Way  
Palm City, Florida**

Dear Sir or Madam:

On behalf of our client, we hereby request the required letter to satisfy Martin County Growth Management Department requirement for availability of all utility services to the above referenced project.

Please find attached location map and proposed site plan for your review.

If it is convenient for you, you can email me at: [mathersengineers@bellsouth.net](mailto:mathersengineers@bellsouth.net). the required letter.

If you have any questions, please contact us at (772) 287-0525.

Thank you for assistance in this matter.

Sincerely,

Holly M. Mathers

enclosures





2431 SE Dixie Highway  
Stuart, FL 34996  
Phone: (772) 287-0525

February 20, 2019

Attn: New Construction Division  
Florida Power & Light  
4406 SW Cargo Way  
Palm City, FL 34990

**Re: Request for letter of utility availability**

**Project Name: Sands Commerce Center III (Phase 3)**

**Address: SW Cargo Way  
Palm City, Florida**

Dear Mr. Keip or Ms. John:

On behalf of our client, we hereby request the required letter to satisfy Martin County Growth Management Department requirement for availability of all utility services to the above referenced project site.

Please find attached location map and proposed site plan.

If is convenient for you, can email me at: [mathersengineers@bellsouth.net](mailto:mathersengineers@bellsouth.net) the required letter.

If you have any questions, please contact us at (772) 287-0525.

Thank you for assistance in this matter.

Sincerely,

Holly Mathers

enclosures



2431 SE Dixie Highway  
Stuart, FL 34996  
Phone: (772) 287-0525

February 20, 2019

Attn: Mr. Jeff Sabin  
Waste Management  
7700 SE Bridge Road  
Hobe Sound, FL 33455

**Re: Request for letter of availability of solid waste pick-up**

**Project Name: Sands Commerce Center III (Phase 2)**

**Address: SW Cargo Way  
Palm City, Florida**

Dear Mr. Sabin:

On behalf of our client, we hereby request the required letter to satisfy Martin County Growth Management Department requirement for the availability of solid waste pick-up to the above referenced project site.

Please find attached a location map and a site plan with dumpster location for your review.

If it is convenient for you, you can email me at: [mathersengineers@bellsouth.net](mailto:mathersengineers@bellsouth.net) the required letter.

If you have any questions, please contact us at (772) 287-0525.

Thank you for assistance in this matter.

Sincerely,

Holly M. Mathers

enclosures



# Martin County, FL

**SITE**

SW Sand Ave

Ronald Reagan Turnpike

SW Cargo Way

SW Sand Trl

SW 42<sup>ND</sup> Ave N

SW Creekside DR

SW Heronwood RD

SW Mallard Creek Trl

SW Egret Pond Cir

SW Egret Pond Ter

SW Egret Pond Cir

SW Sandhill RD

SW Westlake Cir

0 990 Feet

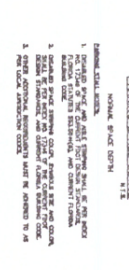
Date: 5/19/2016

This Geographic Information System Map Product, received from Martin County (COUNTY) in fulfillment of a public records request is provided "as is" without warranty of any kind, and the COUNTY expressly disclaims all express and implied warranties, including but not limited to the implied warranties of merchantability and fitness for a particular purpose. The COUNTY does not warrant, guarantee, or make any representations regarding the use, or the results of the use, of the information provided to you by the COUNTY in terms of correctness, accuracy, reliability, timeliness or otherwise. The entire risk as to the results and performance of any information obtained from the COUNTY is entirely assumed by the recipient.

Author: Martin County GIS  
Copyright: Copyright 2015





[illegible]

Please Initial  
County: Jeffrey H. Sands  
Developer: Jeffrey H. Sands

**WATER AND WASTEWATER SERVICE AGREEMENT**  
**Sands Commerce Center III**

THIS AGREEMENT made this 11<sup>th</sup> day of May, 2007, by and between MARTIN COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY" and Jeffrey H. Sands, hereinafter referred to as "DEVELOPER".

WHEREAS, DEVELOPER is the owner of a parcel of land within the COUNTY's water and wastewater consolidated system service area and is desirous of purchasing water and wastewater treatment service from COUNTY; and

WHEREAS, COUNTY has sufficient capacity to supply DEVELOPER with service;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency whereof is acknowledged, and intending to be legally bound, the parties covenant and agree as follows:

**1. GENERAL PURPOSE**

The general purpose of this Agreement is to provide water and wastewater treatment service to Sands Commerce Center III development legally described in Exhibit "A" attached hereto and made a part hereof.

**2. MARTIN COUNTY WATER AND SEWER ORDINANCE**

All of the terms and conditions of the Code of Laws and Ordinances of Martin County, Chapter 31, Water and Sewers, as may be amended from time to time, are hereby incorporated by reference in this Agreement.

**3. EQUIVALENT RESIDENTIAL CONNECTIONS (ERCs) RESERVED; PAYMENT OF CAPITAL FACILITY CHARGES (CFCs), RIVER CROSSING SURCHARGES AND SYSTEM AVAILABILITY CHARGES (SACs)**

3.1 COUNTY shall reserve 24 ERCs for water and 24 ERCs for wastewater service to DEVELOPER. DEVELOPER agrees to pay for said ERCs according to the following schedule:

|   |              |
|---|--------------|
| <u>24</u> Potable Water CFCs - <u>24</u> X \$1710/ERC:              | \$ 41,040.00 |
| <u>0</u> Potable Water CFCs for Irrigation - <u>0</u> X \$1710/ERC: | \$ .00       |
| <u>24</u> Wastewater CFCs - <u>24</u> X \$2100/ERC:                 | \$ 50,400.00 |
| <u>48</u> Engineering Review Fees - <u>48</u> X \$70/ERC:           | \$ 3,360.00  |
| Recording Fee's:  | \$ 150.00    |
| Total:  | \$ 94,950.00 |

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Pas 1944 - 1956 (13pgs)  
MARSHA EMMING MARTIN COUNTY DEPUTY CLERK C Burkay

Please Initial  
County: 7/2/21  
Developer: [Signature]

- 3.2** The charges for reserved ERCs shall include the Capital Facility Charge (CFC) and the river-crossing surcharge if applicable. DEVELOPER agrees to pay the current CFC being imposed by COUNTY at the time of payment for each group of ERCs.
- 3.3** DEVELOPER agrees to pay the effective monthly service availability charge (SAC) for each and all ERCs reserved for DEVELOPER beginning on the date this Agreement is approved by COUNTY. No certificate of occupancy shall be issued while any SAC payments required under this Agreement remain unpaid or are delinquent.
- 3.4** In addition to any other obligations of this Agreement, DEVELOPER may be required by COUNTY to make modifications to COUNTY's water and wastewater system because of the development's impact on the system. The modifications are set forth in Exhibit "B" attached hereto and made a part hereof and shall be performed by DEVELOPER prior to the issuance of the first certificate of occupancy, unless otherwise stated in this Agreement.
- 3.5** No Martin County Building Permit shall be issued to DEVELOPER or its agents for any unit unless and until DEVELOPER has paid for ERCs for said unit and all monthly system availability charges required by this Agreement. Written approval by Martin County Utilities and Solid Waste Department shall be required prior to the issuance of any building permit.
- 3.6** Cost Reimbursement for Accounting, Administrative, Engineering and Legal Cost Reimbursement:

The DEVELOPER agrees to pay COUNTY upon execution of this Agreement the sum of Seventy Dollars (\$70.00) per ERC wastewater connection and Seventy Dollars (\$70.00) per ERC water connection for the agreed amount of proposed Equivalent Residential Connections (ERCs) to cover accounting, administrative, engineering and legal costs prudently incurred by COUNTY in the execution of performance of this Agreement.

In the event of DEVELOPER default, as defined in Paragraph 14, DEVELOPER shall forfeit all sums paid as an advance deposit and DEVELOPER and COUNTY agree that because actual damages to COUNTY are indeterminable and incapable of being defined, COUNTY shall be entitled to retain as liquidated damages all funds paid.

The DEVELOPER shall pay a Geographic Information System (GIS) update fee of \$0.75 per linear foot of utility pipeline to be installed for the project both on and off site and a parcel map update fee of \$400 per plat plus \$7.00 per lot or subdivided parcel. Prior to the Utility Department's



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County: *gjm*  
Developer: *y*

final acceptance, the DEVELOPER shall provide the Utility Department with a copy of the final plat in a digital AutoCad release 14 "DWG" file format, georeferenced to the state plane coordinate system in accordance with the current plat ordinance.

DEVELOPER further agrees to pay recording fees for this document and the Bill of Sale to be submitted as a condition of this Agreement. The amount of these fees is based upon the number of pages to be recorded and the current fee structure set out by the COUNTY's Clerk of the Circuit Court.

#### **4. CONNECTION CHARGES**

Every user of COUNTY's water and wastewater system shall pay the connection charge in effect on the date the connection request is made.

#### **5. POINTS OF DELIVERY**

- 5.1 The water furnished to DEVELOPER hereunder will be delivered by COUNTY and will be accepted and received by DEVELOPER at the time the meters are installed in the development by COUNTY upon acceptance of application for connection. The size and location of the meters shall be determined by the COUNTY.
- 5.2 Under no circumstances shall COUNTY provide water and/or wastewater service to an area encompassed under this DEVELOPER's Agreement when, in fact, that area has not been completed, tested, certified, approved and accepted by the COUNTY in accordance with this Agreement.

#### **6. OBLIGATIONS OF DEVELOPER**

- 6.1 It will be the obligation of the DEVELOPER, at his expense, to design, construct and install water and wastewater service lines over, through, under, across and past DEVELOPER's property in accordance with plans, specifications and engineering data as submitted by a Florida registered engineer to be approved by the regulatory agencies having jurisdiction over the subject matter and by the COUNTY's Utilities and Solid Waste Director or his designated representative. Such water and wastewater service lines shall be connected to the COUNTY's existing water and wastewater service lines at DEVELOPER's expense, and shall comply with the COUNTY's Minimum Standards for Construction.
- 6.2 DEVELOPER shall, at his expense, retain the services of the same Florida registered engineer who prepared plans and specifications, for the purpose of providing necessary inspections and supervision of the construction work to insure that construction is at all times in compliance with accepted

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County: asm  
Developer: js

sanitary engineering practices and the approved plans and specifications. A copy of each field report shall be submitted to the COUNTY as each inspection is made. Should there subsequently be cause or reason for the DEVELOPER to engage the services of another Florida registered engineer with respect to the water and wastewater service lines that are the subject of this Agreement, DEVELOPER must notify the COUNTY within five (5) days of such engagement.

- 6.3 DEVELOPER will arrange for a pre-construction meeting to be attended by the COUNTY's Utilities and Solid Waste Director or his authorized representative and the DEVELOPER or DEVELOPER's engineer and contractor. Notification of such meeting shall be made in writing and received by all parties no less than seventy-two (72) hours in advance of, and such meeting shall be held at least twenty-four (24) hours prior to the start of any and all phases of construction.
- 6.4 The work to be performed by DEVELOPER, as provided for above, may not commence until all plans and specifications covering the work to be performed are approved in writing by the COUNTY's Utilities and Solid Waste Director or his authorized representative.
- 6.5 DEVELOPER will notify the COUNTY before any construction is begun and at the times when inspection will be required. Said notification shall be made in writing and shall be received by COUNTY at least twenty-four (24) hours in advance of the time construction is to begin or inspections are to be made.
- 6.6 During construction, at the time when periodic inspections are required, COUNTY's Utilities and Solid Waste Director or his authorized representative, together with DEVELOPER's engineer, will be present to observe and jointly witness tests for determination of conformance to approved plans and specifications.
- 6.7 The work to be performed by DEVELOPER, pursuant to the provisions set forth herein, shall be in accordance with all requirements of the regulatory agencies having jurisdiction over the subject matter of the Agreement.
- 6.8 When the water and wastewater service systems have been satisfactorily installed, inspected, tested, and approved in writing by the DEVELOPER's engineer, together with the COUNTY's Utilities and Solid Waste Director or his authorized representative, COUNTY will thereafter maintain the water and wastewater service systems up to and only within granted easements upon DEVELOPER's property without cost to DEVELOPER. The obligations of COUNTY to maintain the water and wastewater service systems will not take effect, however, until such time as DEVELOPER

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County: Jhm  
Developer: J

has conveyed title to the systems to the COUNTY; and furnished the as-built drawings prescribed in Paragraph 6.9.1 below, and the 12 month maintenance bond has expired.

**6.9** The following are the required documents, equipment and other information that must be executed and received by COUNTY in order to accept a water and/or wastewater service system and provide service:

**6.9.1.** DEVELOPER shall, at his sole expense, and at no cost to the COUNTY, provide one engine generator(s) for each lift station(s) that are constructed and dedicated to the COUNTY pursuant to this agreement. The specifications for the engine generator(s) are described in the Martin County Utilities and Solid Waste Department Minimum Design and Construction Standards.

**6.9.2.** DEVELOPER shall, at his expense, and at no cost to the COUNTY, furnish to the COUNTY one (1) complete set of reproducible as-built drawings of the completed works or installation on mylar or on such other transparent material as approved by the COUNTY plus two (2) sets of as-built prints made from the original as-built drawing. The as-built drawing on transparent material and the prints shall be certified and sealed by a Florida registered engineer and must show all pertinent information thereon. As-built drawings to include information as to easements, correct location of all mains, service grades, invert elevations, heights related to known datum, and all appurtenances belonging to the completed works or installations, at option of the COUNTY, shall also be certified and sealed by a Florida registered professional land surveyor. The as-built drawings and all information shown thereon shall be to the approval of the COUNTY.

**6.9.3.** Final acceptable inspection by the COUNTY Utilities and Solid Waste Department (Item 6.9.1 above must be received prior to final inspection).

**6.9.4.** Bacterial samples collected by the COUNTY and approved by regulatory agency.

**6.9.5.** Florida registered engineer certification that system has been constructed according to approved plans.

**6.9.6.** Regulatory agency approval for service by letter of permit.

**6.9.7.** Notarized Bill of Sale from DEVELOPER in a form approved by the COUNTY.

Please Initial  
County: mm  
Developer: 8

- 6.9.8. Itemized cost list, certified by a Florida registered engineer, of materials used in construction of the water and wastewater systems installed by the DEVELOPER/Contractor.
- 6.9.9. Release of Liens and Statement of Warranty from DEVELOPER/Contractor and equipment suppliers.
- 6.9.10. Release of Lien by project engineer and surveyor.
- 6.9.11. Recorded easements with survey attached.
- 6.9.12. Approved recorded plats if applicable.
- 6.9.13. Maintenance bond or letter of credit from any United States banking institution with an office in Florida for guarantee of maintenance for 12 months following acceptance by the COUNTY as follows:

**BOND REQUIREMENT FORM**

The bond or letter of credit shall be in the following amount:

- a. 100% of the first \$5,000 of improvements; plus
- b. 10% of the balance of the cost of improvements; plus

Maintenance bonds or letters of credit shall contain the following terms:

If at any time before one (1) year from the date of final acceptance of the work, defects therein shall be found, the DEVELOPER shall promptly correct such defects and remove and dispose of all defective or unsatisfactory work or materials, in accordance with the approved plans. Previous inspection of such work will not relieve DEVELOPER of the responsibility for good work or materialism, although the defects may have been overlooked by the engineer of their COUNTY or may have been the result of damage from any cause.

Should DEVELOPER fail or refuse to remove and renew any defective work performed, or to make any necessary repairs in an acceptable manner and in accordance with the requirements of the approved plans within the time specified in writing by the COUNTY. The COUNTY shall have the authority to cause the unacceptable or defective work to be removed and renewed, or such repairs as may be necessary to be made, at DEVELOPER's expense. In an emergency situation, the COUNTY may make emergency

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County: *nm*  
Developer: *js*

repair at DEVELOPER's expense, without providing notice to DEVELOPER.

All equipment, materials and installation thereon which are furnished by DEVELOPER shall be guaranteed by DEVELOPER and his surety, through the performance and maintenance bond, against defective workmanship, mechanical and physical defects, leakage, breakage, and other damages and failure, under normal use and operation for a period of one year from and after the date of final acceptance by the COUNTY.

6.9.14. When the COUNTY receives all of the above documents, ~~equipment~~ and approves the system, the COUNTY will provide a letter of acceptance. The Contractor's guarantee will begin on that date and the service to be provided by the COUNTY shall commence. DEVELOPER may apply for meters and installation of meters within ten (10) working days.

## **7. COUNTY TO FURNISH WATER**

The COUNTY shall make its best efforts to furnish water of the quality and purity meeting the standards required by the Florida Department of Health and Rehabilitative Services, the COUNTY Health Department and any other regulatory agency having jurisdiction. The COUNTY shall make its best efforts to supply, at all times, for the use of each of the properties connected to its water system, a quantity of water under adequate pressure satisfactory for domestic use at the customer's side of the meter.

## **8. RATE STRUCTURE**

The COUNTY covenants and agrees to charge DEVELOPER, his successors and assigns, the same rates that the COUNTY charges other users in the COUNTY water and wastewater system.

Notwithstanding any provision in this Agreement, the COUNTY may establish, amend or revise from time to time rates and/or rules and regulations covering water and wastewater service by the COUNTY. Any such initial or future lower or increased rates, rate schedules, and rules and regulations establish, amended or revised, and enforced by the COUNTY, shall be binding on DEVELOPER, upon any person or other entity holding by, through or under DEVELOPER, and upon any user of the water and wastewater service provided to DEVELOPER by the COUNTY.

## **9. NO ASSIGNMENT OR SALE OF RIGHTS**

DEVELOPER may not assign or sell any of its rights or obligations under this Agreement without the express written consent of the COUNTY, which consent shall not be unreasonably withheld. The Reserve Service Availability under this



Please Initial  
County: gm  
Developer: g

Agreement may not be transferred from the property described in Exhibit "A" to any other property except with the consent of the COUNTY and under such conditions as shall reasonably be required.

#### **10. PRIORITY**

- 10.1 All applicants for PUDs may sign a Water and Wastewater Agreement after Preliminary Plan Approval is given by the COUNTY and they shall be bound by all deadlines within their PUD Agreement. If DEVELOPER defaults on the PUD Agreement, this Agreement shall be deemed in default.
- 10.2 All major multi-family projects per Section 33-73, Martin County Code of Laws and Ordinances may sign a Water and Wastewater Service Agreement upon receiving a sketch plan approval.
- 10.3 All others may sign a Water and Wastewater Service Agreement at any time.

#### **11. RECORDATION**

A copy of this Agreement, by the COUNTY at DEVELOPER'S sole cost and expense, shall be filed in the Public Records of Martin County, without the plans and specifications referred to in "Exhibit "B."

#### **12. PROJECT APPROVAL**

Nothing in this Agreement shall be considered approval by the COUNTY of any part of DEVELOPER's proposed project.

#### **13. MODIFICATION, INTERPRETATION, BINDING NATURE**

This Agreement may be amended only by written documentation, properly authorized, executed and delivered by both parties hereto. All interpretations shall be governed by the laws of the State of Florida. Waiver of any breach shall not constitute waiver of any other breach. Invalidation of any portion of this Agreement shall not automatically invalidate the entire Agreement. This Agreement shall bind and the benefits and advantages shall inure to the respective heirs, executors, administrators, successors or assigns of the parties hereto.

#### **14. DEFAULT**

Upon failure of the DEVELOPER to pay any monies due under this Agreement for a period greater than thirty (30) days from the date they became due, the COUNTY shall send DEVELOPER a letter by registered or certified mail demanding payment in full within thirty (30) days. Upon failure of DEVELOPER to make the full

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Developer: X

payment due within the stated period, the COUNTY Board of County Commissioners or designee may declare this Agreement terminated. Upon termination of this Agreement by the COUNTY, as provided for therein, no further service capacity shall be reserved nor shall any further COUNTY building permits or certificates of occupancy be issued for the project described herein.

DEVELOPER shall pay an interest penalty on all monies past due for any period greater than thirty (30) days. Said interest penalty shall equal the published prime rate of First Union Bank at the time of default plus three (3%) percent.

#### **15. NOTICE**

Until further written notice by either party to the other, all notices provided for therein shall be in writing and transmitted by messenger, by mail or by telegram, and if to the COUNTY, shall be mailed or delivered to the COUNTY at:

Martin County Board of County Commissioners  
c/o Utilities and Solid Waste Department  
P. O. Box 9000, Stuart, FL 34995-9000

with required copy to:

|                         |     |                             |
|-------------------------|-----|-----------------------------|
| Martin County Attorney  |     | Martin County Administrator |
| 2401 S.E. Monterey Road | and | 2401 S.E. Monterey Road     |
| Stuart, FL 34996-3397   |     | Stuart, FL 34996-3397       |

and if to DEVELOPER, shall be mailed or delivered to:

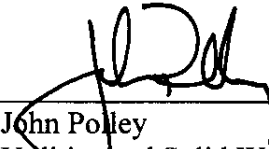
Jeffrey H. Sands  
194 Nassau Street  
Princeton, New Jersey 08542

Please Initial  
County: 78m  
Developer: 78m

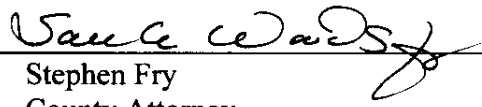
IN WITNESS WHEREOF, this agreement has been fully executed on behalf of the parties and hereto have set their hand and seal as of the date first set forth above.

COUNTY:

Board of County Commissioners  
Martin County, Florida

By:   
John Polley  
Utilities and Solid Waste Director

Approved as to Form and Correctness:

By:   
Stephen Fry  
County Attorney

Please Initial  
County: nm  
Developer: p

(INDIVIDUAL)

IN WITNESS WHEREOF, the parties hereto have set their hand and seal as of the date first set forth above.

[Signature]  
Witness Signature  
Garey Maietta

Cathleen Norback

Witness ~~Printed Name~~ Signature  
Cathleen Norback

[Signature]  
Individual Signature

Jeffrey Sands  
Individual Printed Name

State of New Jersey

County of Mercer

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of MAY, 2007, by Jeffrey Sands, who is personally known to me or who has produced \_\_\_\_\_, as identification and acknowledged the execution thereof to be his/her free act and deed as such individual for the uses and purposes therein mentioned.

WITNESS my hand and official seal at \_\_\_\_\_ County, Florida this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Leslie A. DeAngelo  
Notary Public

My commission expires:

(SEAL)

Leslie A. DeAngelo  
NOTARY PUBLIC OF NEW JERSEY  
Commission Expires 5/8/2011

Please Initial  
County: WJM  
Developer: Y

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

**LEGAL DESCRIPTION**

TRACTS 11, 21, 22, 27, 28 AND 29, SECTION 14, TOWNSHIP 38 SOUTH, RANGE 40 EAST, PALM CITY FARMS AS RECORDED IN PLAT BOOK 6, PAGE 42, PUBLIC RECORDS OF PALM BEACH ( NOW MARTIN ) COUNTY, FLORIDA. LYING WEST OF THE FLORIDA TURNPIKE ( SUNSHINE STATE PARKWAY ), AND SOUTH OF THE CENTERLINE OF BESSEY CREEK.  
PARCEL CONTAINS 1,559,386 SQUARE FEET, 35.80 ACRES +/-.

PARCEL I.D. #: 14-38-40-000-009-00000-8



Please Initial  
County: JHm  
Developer: X

**EXHIBIT "B"**

**DESCRIPTION OF FACILITIES TO BE BUILT BY THE DEVELOPER**

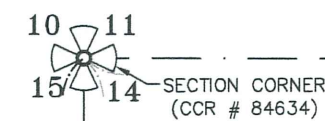
To that certain Agreement by and between MARTIN COUNTY and Jeffrey H. Sands dated the 11 day of May, 2007, consists of plans and specifications made by:

William J. Mathers  
Mathers Engineering Corporation  
2431 S.E. Dixie Highway  
Stuart, Florida 34996  
(772) 287-0525

the originals of which will be filed separately with MARTIN COUNTY and are incorporated herein by reference.



THIS DOCUMENT, TOGETHER WITH THE CONCEPTS AND DESIGNS PRESENTED HEREIN, IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. RELIANCE OF AND IMPROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ADOPTION BY EDC, INC. SHALL BE WITHOUT LIABILITY TO EDC, INC.

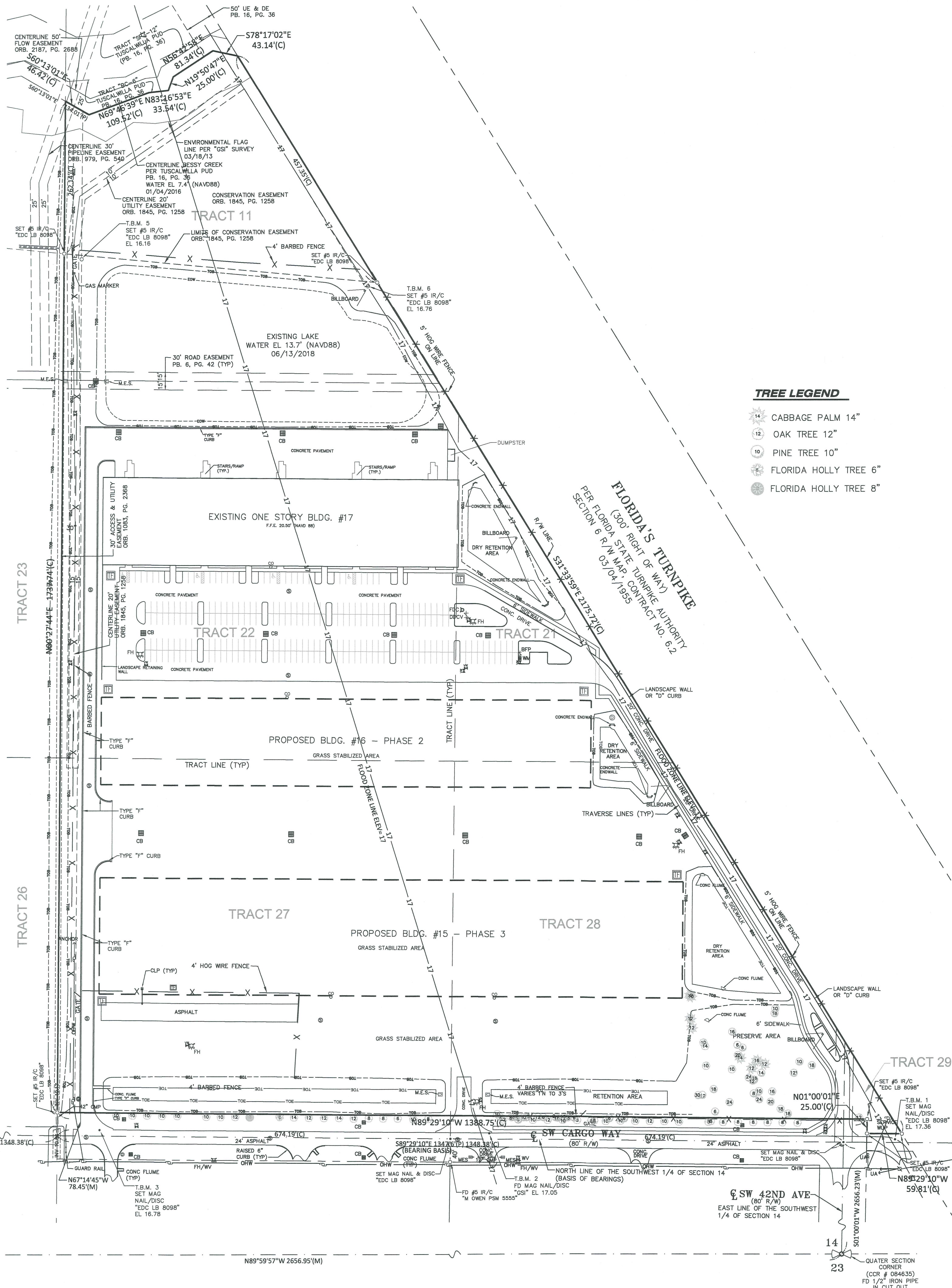


SECTION CORNER  
(CCR # 84634)

N00°09'25"E 2556.93'(C)

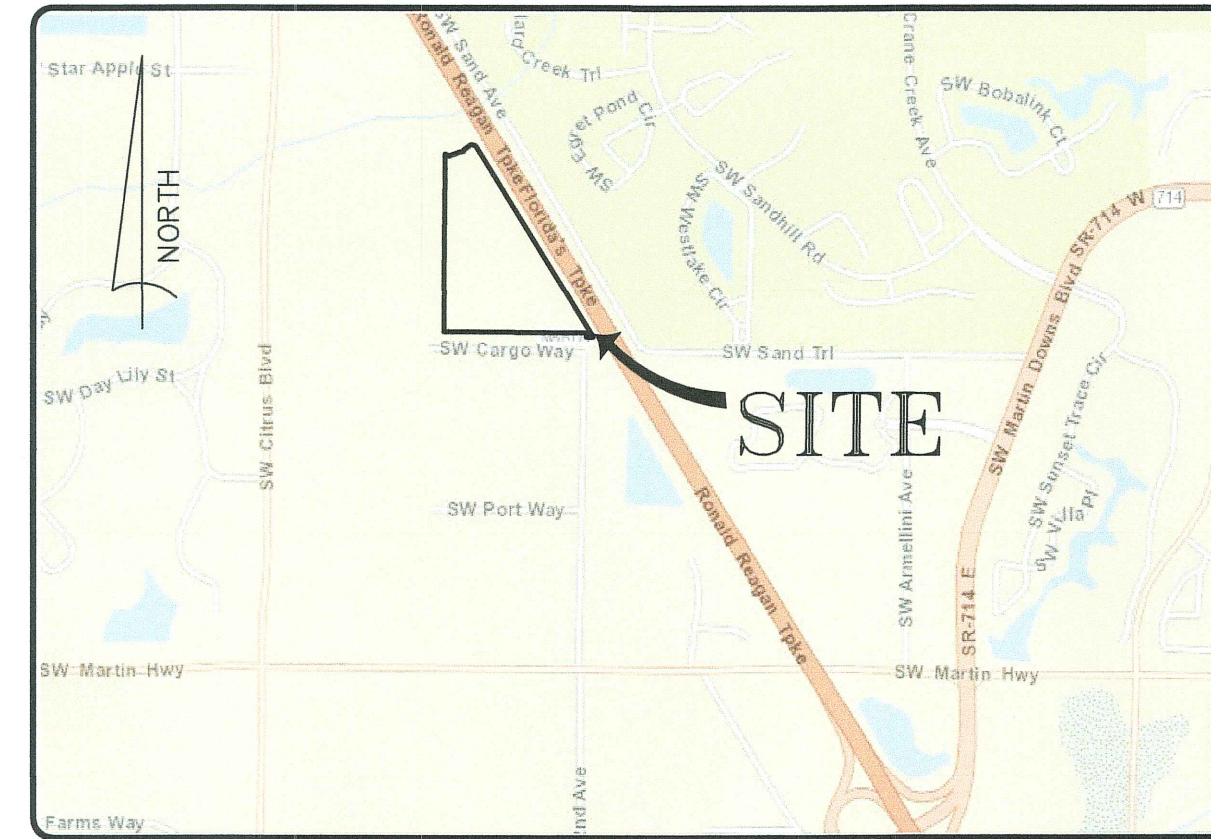


SECTION CORNER  
(CCR # 084635)  
FD 1/2" IRON PIPE  
IN CUT OUT "NO 10"

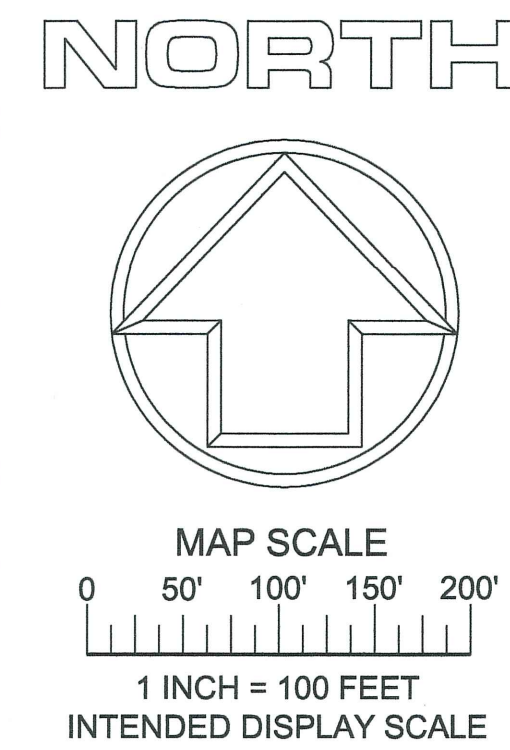


#### TREE LEGEND

- 14 CABBAGE PALM 14"
- 12 OAK TREE 12"
- 10 PINE TREE 10"
- FLORIDA HOLLY TREE 6"
- FLORIDA HOLLY TREE 8"



PORT SAINT LUCIE, FLORIDA  
VICINITY MAP  
NO SCALE



#### LEGEND

- |          |                                    |                   |  |   |                                  |
|----------|------------------------------------|-------------------|--|---|----------------------------------|
| (P)      | PLAT DATA                          | NAVD              | NORTH AMERICAN VERTICAL DATUM              | ⊗ | HAND HOLE                        |
| (C)      | CALCULATED FROM FIELD MEASUREMENTS | NVD               | NATIONAL GEODETIC VERTICAL DATUM           | ⊗ | FIRE HYDRANT                     |
| (D)      | DEED OR DESCRIPTION                | FDOT              | FLORIDA DEPARTMENT OF TRANSPORTATION       | ⊗ | FIRE DEPARTMENT CONNECTION (FDC) |
| (W)      | MEASURED DIMENSION                 | FPL               | FLORIDA POWER & LIGHT                      | ⊗ | WELL                             |
| (V)      | RECORD DATA                        | CCR               | CERTIFIED CORNER RECORD                    | ⊗ | MONITOR WELL                     |
| (L)      | POINT OF BEGINNING                 | MM                | MAINTENANCE MAP                            | ⊗ | WATER METER                      |
| (B)      | LICENSED BUSINESS                  | T.B.M.            | TEMPORARY BENCH MARK                       | ⊗ | WATER BACK FLOW PREVENTOR        |
| (R/C)    | PERMANENT REFERENCE MONUMENT       | P.D.              | PARCEL IDENTIFICATION NUMBER               | ⊗ | DRAINAGE MANHOLE                 |
| CM       | 5/8" IRON ROD & CAP                | N/P               | HOW OR RECENT PARCEL OWNERSHIP             | ⊗ | SANITARY MANHOLE                 |
| CR       | CONCRETE MONUMENT                  | S.L.W.S.D.        | ST. LUCIE WEST SERVICES DISTRICT           | ⊗ | GAS MANHOLE                      |
| CR       | CERTIFIED CORNER RECORD            | INV               | INVERT                                     | ⊗ | GAS LINE MARKER                  |
| FD / FND | FOUND                              | MES               | METERED END SECTION                        | ⊗ | FIBER OPTICS MANHOLE             |
| IR       | IRON ROD                           | HWALL             | HEAD WALL                                  | ⊗ | FIBER OPTICS MARKER              |
| MAG/D    | MAG NAIL & DISC                    | CLF               | CHAIN LINK FENCE                           | ⊗ | ELECTRICAL JUNCTION BOX          |
| ID       | IDENTIFICATION                     | CONC              | CONCRETE                                   | ⊗ | CABLE UTILITY JUNCTION BOX RISER |
| ORB      | OFFICIAL RECORDS BOOK              | UA                | UTILITY ANCHOR                             | ⊗ | CONCRETE UTILITY POLE            |
| PBL      | PLAT BOOK                          | CLP               | CONCRETE LIGHT POLE                        | ⊗ | METAL UTILITY POLE               |
| PG       | PAGE                               | S.F.              | SQUARE                                     | ⊗ | TRAFFIC SIGNAL BOX               |
| R        | RADIUS                             | FT                | FEET                                       | ⊗ | STREET SIGN                      |
| CB       | CATCH BASIN                        | ALTA              | AMERICAN LAND TITLE ASSOCIATION            | ⊗ | SANITARY CLEAN OUT               |
| CLP      | CHAIN LINK FENCE                   | NPS               | NATIONAL SOCIETY OF PROFESSIONAL SURVEYORS | ⊗ | TRANSFORMER                      |
| WUP      | WOOD UTILITY POLE                  | RGE               | RANGE                                      | ⊗ | NORTHING (OR NORTH)              |
| WLP      | WOOD LIGHT POLE                    | WFO               | WATERSHED                                  | ⊗ | EASTING (OR EAST)                |
| MPL      | METAL LIGHT POLE                   | TGB               | TOP OF BANK                                | ⊗ | DRAINAGE STRUCTURE (CURB INLET)  |
| PSB      | PEDESTRIAN SIGNAL BOX              | SV                | SANITARY VALVE                             | ⊗ | DRAINAGE STRUCTURE (CATCH BASIN) |
| USE      | UNDERGROUND ELECTRIC               | GV                | GAS VALVE                                  | ⊗ | DRAINAGE STRUCTURE (YARD DRAIN)  |
| U/S      | UNDERGROUND SIGNAL POLE            | WV                | WATER VALVE                                | ⊗ | MAIL BOX                         |
| R/W      | RIGHT OF WAY                       | DCV               | DOUBLE DETECTOR CHECK VALVE                | ⊗ | CANTILEVERED LIGHT POLE          |
| A/C      | AIR CONDITIONING                   | CMP               | CORRUGATED METAL PIPE                      | ⊗ | SPOT ELEVATION                   |
| WV       | WATER VALVE                        | RCP               | REINFORCED CONCRETE PIPE                   | ⊗ | PROPOSED ELEVATION               |
| WM       | WATER METER                        | IRR               | IRRIGATION                                 | ⊗ | DRAINAGE FLOW                    |
| FM       | FORCE MAIN                         | YD                | YARD DRAIN                                 | ⊗ |                                  |
| P.U.E.   | PUBLIC UTILITY EASEMENT            | VALVE             | VALVE                                      | ⊗ |                                  |
| D.E.     | DRAINAGE EASEMENT                  | WATER VALVE       | WATER VALVE                                | ⊗ |                                  |
| P.D.E.   | PRIVATE UTILITY EASEMENT           | SANITARY VALVE    | SANITARY VALVE                             | ⊗ |                                  |
| M.B.E.   | MAINTENANCE BUFFER EASEMENT        | GAS VALVE         | GAS VALVE                                  | ⊗ |                                  |
| PL       | PROPERTY LINE                      | REUSE WATER VALVE | REUSE WATER VALVE                          | ⊗ |                                  |
| BASELINE | BASELINE                           | AIR RELEASE VALVE | AIR RELEASE VALVE                          | ⊗ |                                  |
| NO       | NUMBER                             | WATER SERVICE     | WATER SERVICE                              | ⊗ |                                  |
| STA      | STATION                            | SANITARY SERVICE  | SANITARY SERVICE                           | ⊗ |                                  |
| OFFSET   | OFFSET                             |                   |  | ⊗ |                                  |

DESCRIPTION: (SOURCE) ORB 799, PG 1161 PUBLIC RECORDS OF MARTIN COUNTY, FL

That part of Tract 11, lying South of Bessie Creek and West of the Sunshine State Parkway (Florida State Turnpike); That part of Tracts 21, 22, 28, and 29; lying West of the Sunshine State Parkway (Florida State Turnpike); All of Tract 27; 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.

PROPERTY ADDRESS:  
SW CARGO WAY, PALM CITY, FL

#### SURVEYORS NOTES & REPORT

- 1) THE LAST DATE OF FIELD WORK WAS 1-30-2019.
- 2) OVERALL PARCEL CONTAINS 35.72 ACRES, MORE OR LESS.
- 3) DESCRIPTION SHOWN HEREON PROVIDED BY THE CLIENT AND/OR THEIR AGENT AND MODIFIED BY THIS OFFICE (EDC). MATTERS OF RECORD SHOWN WERE TAKEN FROM LOCAL SURVEYS AND PLATS. LANDS SHOWN HEREON WERE NOT ABSTRACTED BY THIS OFFICE FOR RIGHTS-OF-WAY, EASEMENTS OF RECORD, OWNERSHIP, ABANDONMENTS, DEED RESTRICTIONS, OR MURPHY ACT DEEDS. THIS INFORMATION SHOULD BE OBTAINED THROUGH APPROPRIATE TITLE VERIFICATION. NO TITLE COMMITMENT WAS FURNISHED TO THE SURVEYOR.
- 4) COORDINATES AND BEARINGS SHOWN HEREON ARE BASED UPON NORTH AMERICAN DATUM OF 1983, FLORIDA STATE PLANE PROJECTION PER 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.
- 5) ELEVATIONS SHOWN HEREON ARE BASED ON THE NATIONAL ADJUSTED VERTICAL DATUM OF 1988 (NAVD88). THE ORIGINATING BENCHMARK IS MARTIN COUNTY BENCHMARK DESIGNATION "CARGO" WITH A PUBLISHED ELEVATION OF 15.04 FEET. THE CONVERSION FACTOR TO 1929 NATIONAL GEODETIC VERTICAL DATUM (NGVD29) IS +1.467 FEET. EXPECTED ACCURACY OF THE ELEVATIONS SHOWN HEREON IS 0.02 FEET, FOR THE HARD SURFACE ELEVATIONS AND 0.1 FEET, FOR THE SOFT SURFACE ELEVATIONS.
- 6) SUB-SURFACE UTILITIES, FOUNDATIONS AND OTHER IMPROVEMENTS WERE NOT LOCATED AS PART OF THIS SURVEY.
- 7) IN SOME INSTANCES, GRAPHIC REPRESENTATIONS AND SYMBOLS SHOWN HAVE BEEN EXAGGERATED TO MORE CLEARLY ILLUSTRATE THE RELATIONSHIP BETWEEN PHYSICAL IMPROVEMENTS AND/OR LOT LINES. THE DIMENSIONS SHOWN SHALL CONTROL THE LOCATION, OF THE IMPROVEMENTS, OVER THE SCALED POSITIONS.
- 8) 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. SECTION LINES AND MONUMENTATION SHOWN HEREON AND USED TO DETERMINE PROPERTY BOUNDARIES ARE BASED ON PREVIOUS SURVEYS AND HISTORICAL SECTIONAL INFORMATION. SOME MONUMENTATION MAY HAVE BEEN DESTROYED, SINCE THE ORIGINAL DELINEATION OR RESOLUTION, OF THE SECTIONAL SURVEY.
- 9) AERIAL IMAGES, IF SHOWN WERE TAKEN FROM THE LAND BOUNDARY INFORMATION SYSTEM "LABINS" PER THE CURRENT YEAR AVAILABLE AT THE TIME OF SURVEY.
- 10) THE SURVEY MAP SHOWN HEREON DOES NOT NECESSARILY CONTAIN ALL OF THE INFORMATION OBTAINED OR DEVELOPED BY THE UNDERSIGNED SURVEYOR IN HIS FIELD WORK, OFFICE WORK OR RESEARCH.
- 11) REVISIONS SHOWN HEREON DO NOT REPRESENT A "FIELD SURVEY UPDATE" UNLESS OTHERWISE NOTED.
- 12) REPRODUCTIONS OF THIS MAP ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. THIS SURVEY CANNOT BE TRANSFERRED OR ASSIGNED WITHOUT THE SPECIFIC WRITTEN PERMISSION OF ENGINEERING, DESIGN AND CONSTRUCTION, INC. IT IS A VIOLATION OF CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, TO ALTER THIS SURVEY WITHOUT THE EXPRESS PRIOR WRITTEN CONSENT OF THE SURVEYOR. ADDITIONS AND/OR DELETIONS MADE TO THE FACE OF THIS SURVEY WILL MAKE THIS SURVEY INVALID.

#### FLOOD ZONE:

THE HEREON DESCRIBED PROPERTY IS LOCATED WITHIN A SPECIAL FLOOD HAZARD ZONE DESIGNATION "AE", BASE FLOOD ELEVATION 17 (NAVD88) ACCORDING TO FLOOD INSURANCE RATE MAP No. S 12085C0140G AND 12085C0141G, MARTIN COUNTY, FLORIDA, BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (F.E.M.A.), EFFECTIVE DATE MARCH 16, 2015.

ENGINEERING DESIGN  
& CONSTRUCTION, INC.  
10250 SW Village Parkway, Suite 201  
Port St. Lucie, FL 34987  
phone: 772-462-2455

BOARD OF PROFESSIONAL ENGINEERS AND SURVEYORS  
CERTIFICATE OF AUTHORIZATION NUMBER 8098

CHECKED BY  
DRAWN BY

FILE NAME  
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LAYOUT

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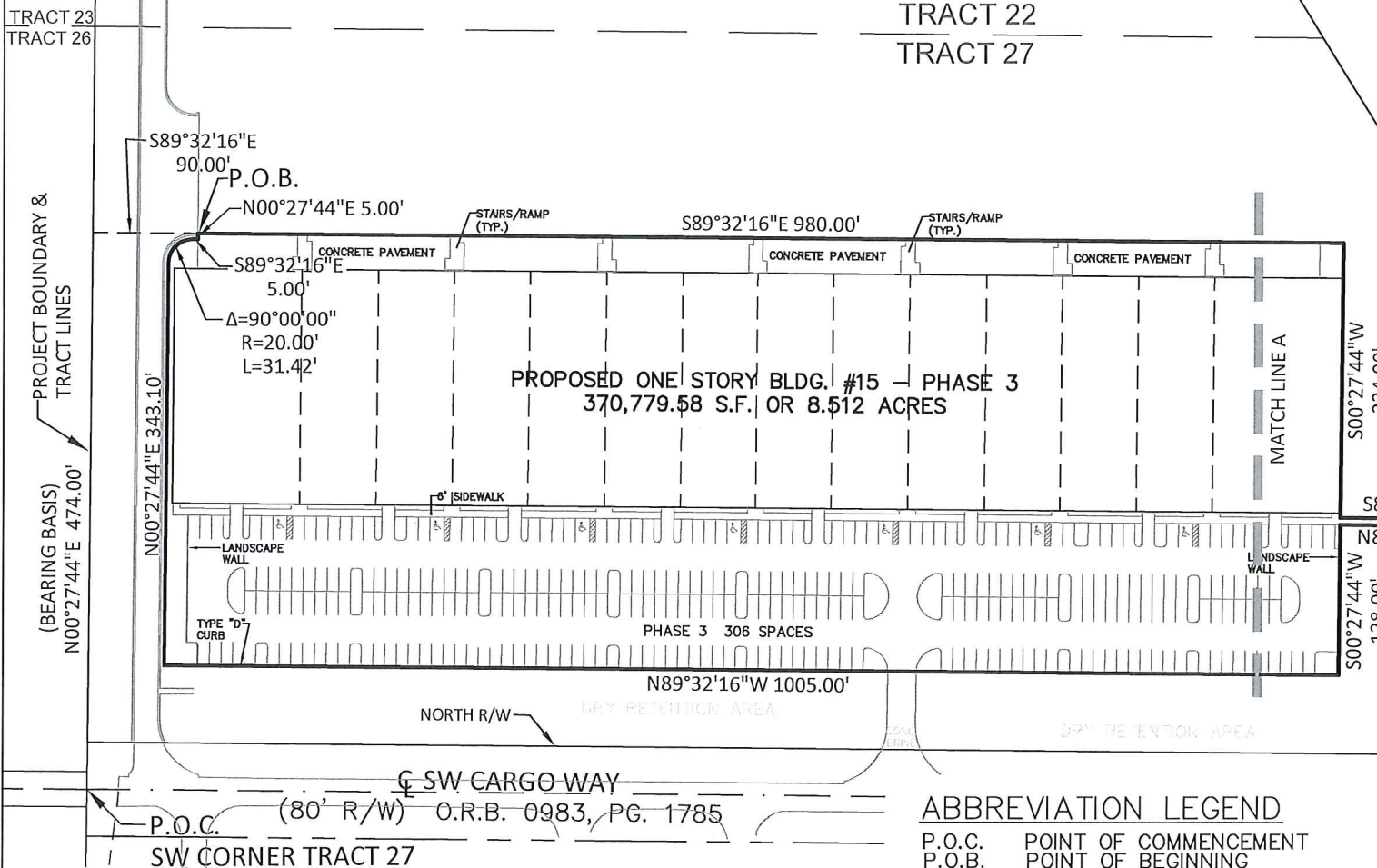


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Scale in feet  
1 Inch = 150 Feet  
INTENDED DISPLAY SCALE

THIS IS NOT A SURVEY

FLORIDA'S TURNPIKE  
(300' RIGHT OF WAY)  
DEED BOOK 74, PG. 225  
PER FLORIDA STATE TURNPIKE AUTHORITY  
SECTION 6 R/W MAP, CONTRACT NO. 6.2  
03/04/1955

PALM CITY FARMS SUBDIVISION  
(P.B. 6, PG. 42)



NOTES:

1. BEARINGS SHOWN HEREON ARE RELATIVE TO FLORIDA STATE PLANE GRID BASED ON THE LINE LABELED HEREON AS (BEARING BASIS), ALL OTHER BEARINGS ARE RELATIVE THERETO.

ABBREVIATION LEGEND

P.O.C. POINT OF COMMENCEMENT  
P.O.B. POINT OF BEGINNING  
CL CENTER LINE  
R/W RIGHT OF WAY  
U.E. UTILITY EASEMENT  
P.B. PLAT BOOK  
(P) PLAT DATA  
O.R.B. OFFICIAL RECORD BOOK

SKETCH AND DESCRIPTION  
PHASE 3 CONSTRUCTION

SANDS COMMERCE CENTER III



www.edc-inc.com

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

10250 SW VILLAGE PARKWAY,  
STE 201  
PORT SAINT LUCIE, FL 34987  
772-340-4990

REVISIONS

JOB No. : 12-262-6 DATE: 01/31/2019

SCALE : AS SHOWN DRAWN BY: RAH CHECKED BY: RAH CADD FILE : 12-262-6 SK&D PHASE 3 CONST.dwg

SHEET 1 OF 3

THIS IS NOT A SURVEY

FLORIDA'S TURNPIKE  
(300' RIGHT OF WAY)  
DEED BOOK 74, PG. 225  
PER FLORIDA STATE TURNPIKE AUTHORITY  
SECTION 6 R/W MAP, CONTRACT NO. 6.2  
03/04/1955

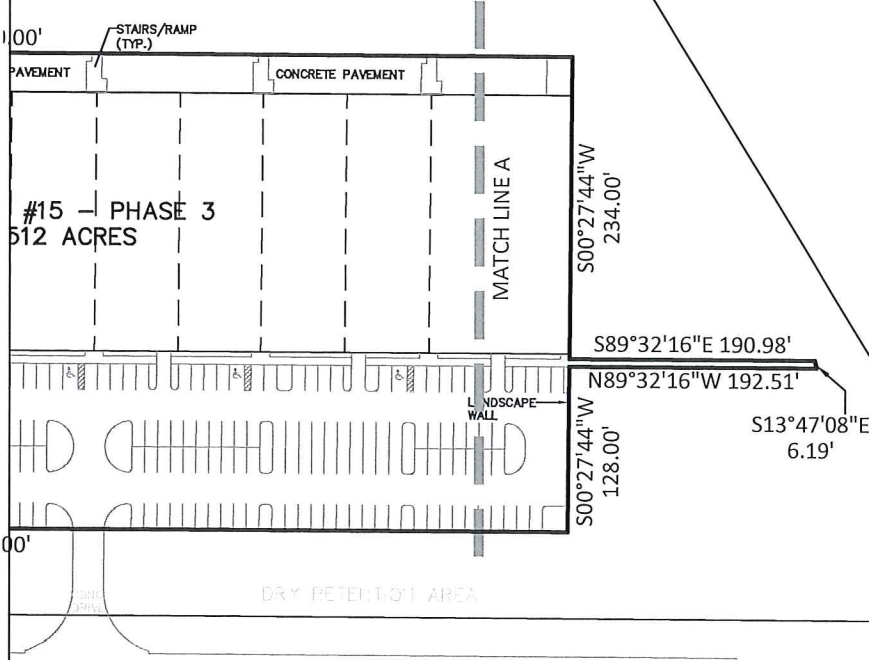
0 150

Scale in feet  
1 Inch = 150 Feet

INTENDED DISPLAY SCALE

VISION

TRACT 22  
TRACT 27



NOTES:

1. BEARINGS SHOWN HEREON ARE RELATIVE TO FLORIDA STATE PLANE GRID BASED ON THE LINE LABELED HEREON AS (BEARING BASIS), ALL OTHER BEARINGS ARE RELATIVE THERETO.

ABBREVIATION LEGEND

P.O.C. POINT OF COMMENCEMENT  
P.O.B. POINT OF BEGINNING  
CL CENTER LINE  
R/W RIGHT OF WAY  
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P.B. PLAT BOOK  
(P) PLAT DATA  
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SKETCH AND DESCRIPTION  
PHASE 3 CONSTRUCTION

SANDS COMMERCE CENTER III



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10250 SW VILLAGE PARKWAY,  
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772-340-4990

REVISIONS

JOB No. : 12-262-6 DATE: 01/31/2019

SCALE : AS SHOWN DRAWN BY: RAH CHECKED BY: RAH CADD FILE : 12-262-6 SK&D PHASE 3 CONST.dwg

SHEET 2 OF 3

# THIS IS NOT A SURVEY

## LEGAL DESCRIPTION: SANDS PHASE 3 CONSTRUCTION

A parcel of land in the North 1/2 of Section 14, Township 38 South, Range 40 East, Martin County, Florida. Said parcel also being a portion of Tract 27, PALM CITY FARMS SUBDIVISION, as recorded in Plat Book 6, page 42 of the Public Records of Palm Beach (now Martin County), Florida.

Commencing at the Southwest corner of said Tract 27, thence North 00°27'44" East along the West line of said Tract 27, a distance of 474.00 feet; thence depart said West line of Tract 27, South 89°32'16" East, a distance of 90.00 feet to the Point-of-Beginning;

thence North 89°32'16" East, a distance of 980.00 feet; thence South 00°27'44" West, a distance of 234.00 feet; thence South 89°32'16" East, a distance of 190.98 feet; thence South 13°47'08" East, a distance of 6.19 feet; thence North 89°32'16" West, a distance of 192.51 feet; thence South 00°27'44" West, a distance of 128.00 feet; thence North 89°32'16" West, a distance of 1005.00 feet; thence North 00°27'44" East, a distance of 343.10 feet to the beginning of a curve concave to the Southeast and having a radius of 20.00 feet; thence Northeasterly along the arc of said curve, having a central angle of 90°00'00", a distance of 31.42 feet to the end of said curve; thence South 89°32'16" East, a distance of 5.00 feet; thence North 00°27'44" East, a distance of 5.00 feet back to the Point-of-Beginning.

Containing 370,779.58 square feet or 8.512 acres, more or less.

### NOTE:

DESCRIPTION NOT VALID  
WITHOUT ATTACHED SKETCH.

ROGER A. HAGLER, PROFESSIONAL SURVEYOR & MAPPER  
FLORIDA REGISTRATION No. 4544



*SKETCH AND DESCRIPTION  
PHASE 3 CONSTRUCTION*

*SANDS COMMERCE CENTER III*



www.edc-inc.com

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

10250 SW VILLAGE PARKWAY,  
STE 201  
PORT SAINT LUCIE, FL 34987  
772-340-4990

REVISIONS



PROJECT

**SANDS COMMERCE CENTER III  
PHASE 3 SITEWORK PLANS**

APPLICANT

JEFFREY H. SANDS  
902 CARNEGIE CENTER, SUITE 400  
PRINCETON, NJ 08540

DEVELOPMENT TEAM

PROPERTY OWNER:  
Jeffrey H. Sands  
902 Carnegie Center, Suite 400  
Princeton, NJ 08540  
Phone: (609) 921-6060

ENGINEER OF RECORD

MATHERS ENGINEERING CORPORATION  
WILLIAM J. MATHERS, P.E.  
FL REG # 19658  
2431 SE DIXIE HIGHWAY  
STUART, FLORIDA 34996

CIVIL ENGINEER  
Mathers Engineering Corporation  
2431 SE Dixie Highway  
Stuart, FL 34996  
Phone: (772)-287-0525

LANDSCAPE ARCHITECT  
Lucido & Associates  
701 SE Ocean Blvd.  
Stuart, FL 34994  
Phone: (772) 220-2100

SURVEYOR  
Engineering Design Inc.  
1935 Tucker Court  
Ft. Pierce, FL 34950  
Phone: (772) 419-8383

INDEX OF DRAWINGS

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| S-2   | EROSION CONTROL PLAN                    |
| S-3   | HORIZONTAL CONTROL PLAN - SOUTH PORTION |
| S-4   | HORIZONTAL CONTROL PLAN - NORTH PORTION |
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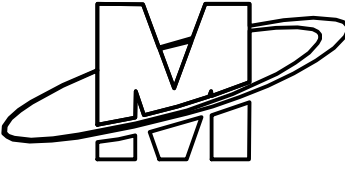
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| Date    | Revisions     |
|---------|---------------|
| 1.10.19 | PHASE 3 PLANS |
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SANDS COMMERCE CENTER III  
PHASE 3 SITEWORK PLANS  
COVER SHEET

2431 SE DIXIE HIGHWAY  
STUART, FL 34996

PHONE: (772) 287-0525  
FAX: (772) 220-8686



EB 0004456

MATHERS ENGINEERING CORPORATION  
CIVIL    STRUCTURAL    ARCHITECTURE    LAND PLANNING

|                    |
|--------------------|
| DRAWN<br>B.S.D.    |
| CHECKED            |
| W.J.M.             |
| DATE<br>JAN 2018   |
| SCALE              |
| AS NOTED           |
| JOB NO.<br>3415-01 |

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|---|
| WILLIAM J. MATHERS, P.E.<br>FL. REG. #19658 |
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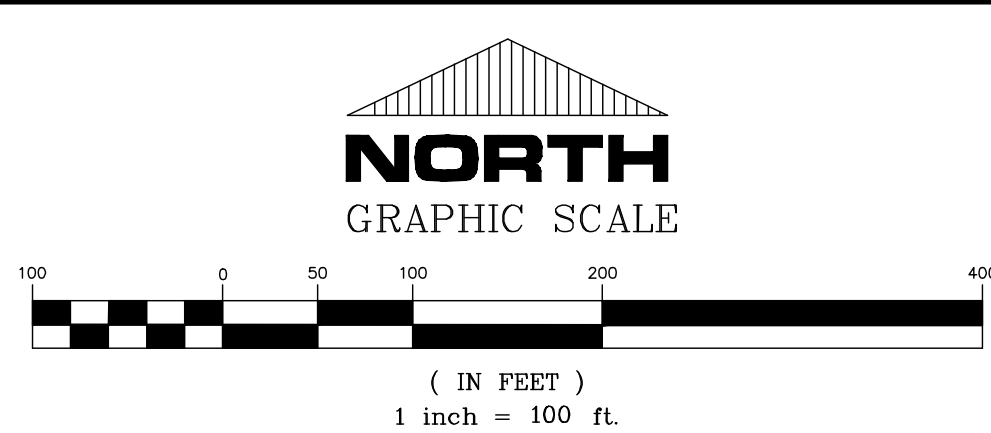
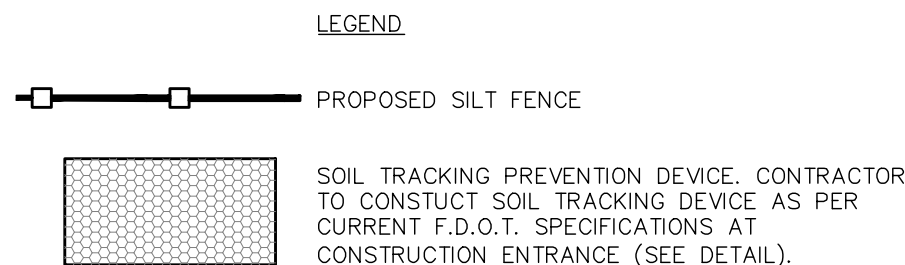
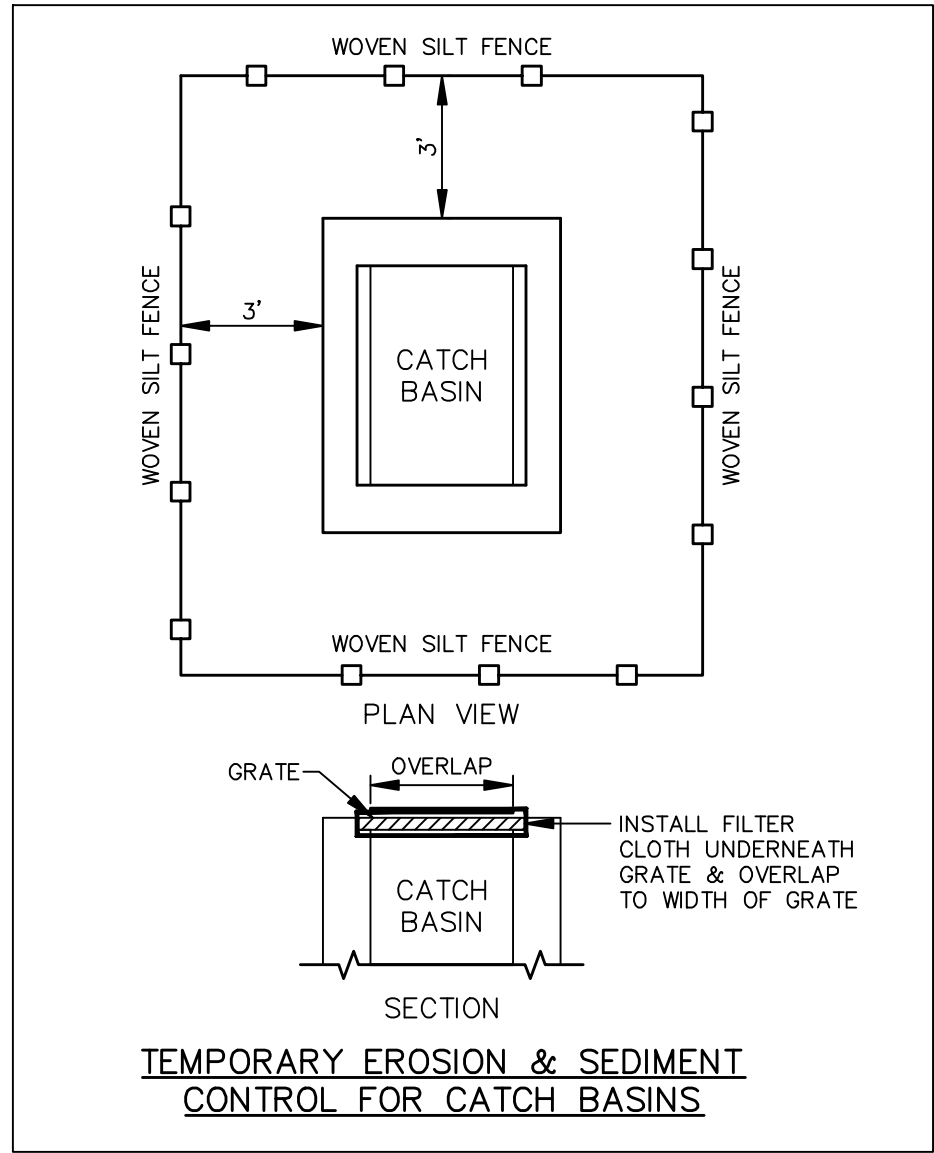
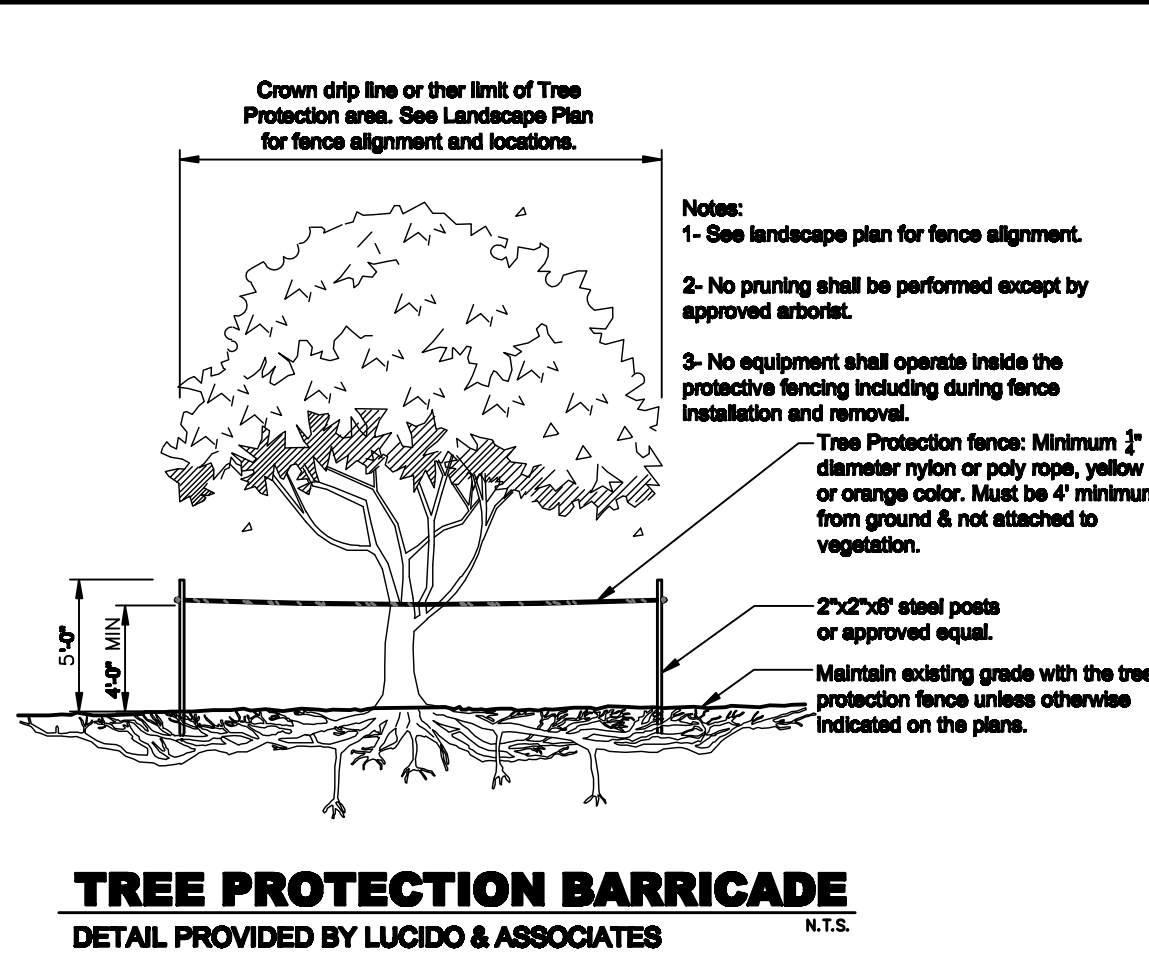
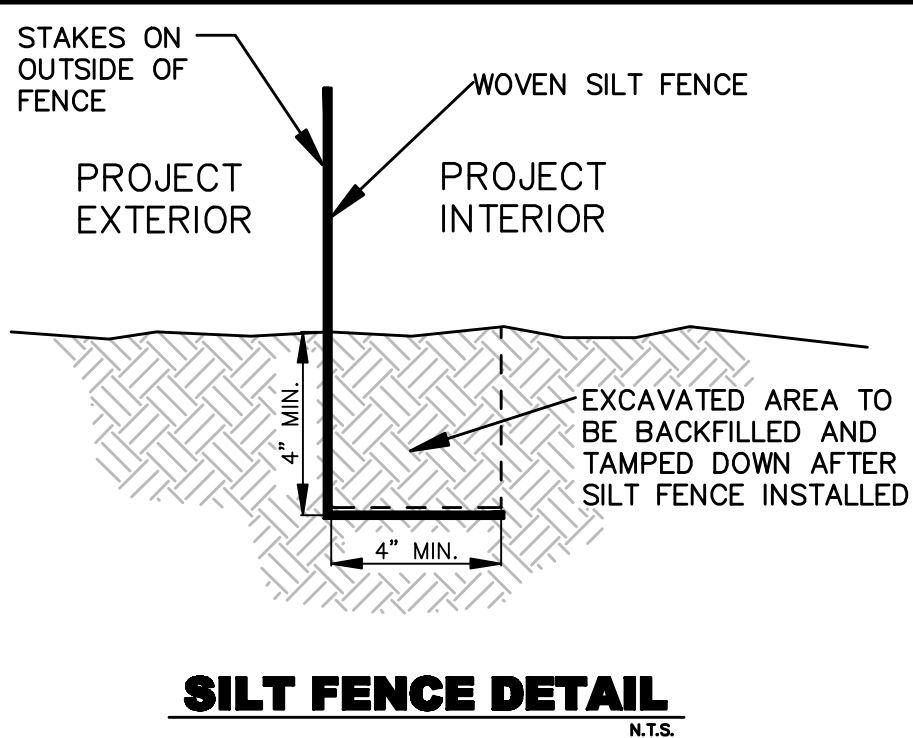
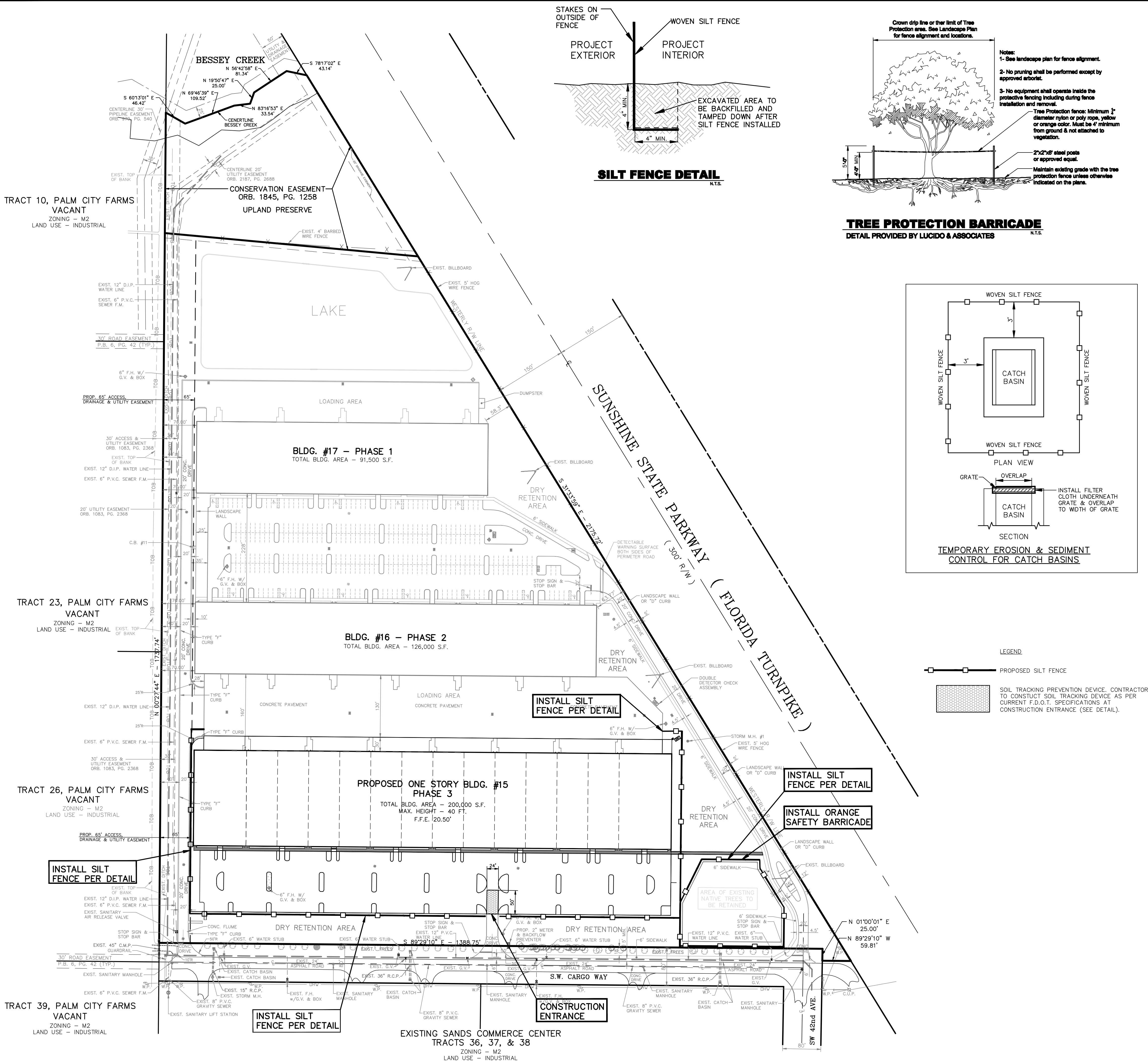
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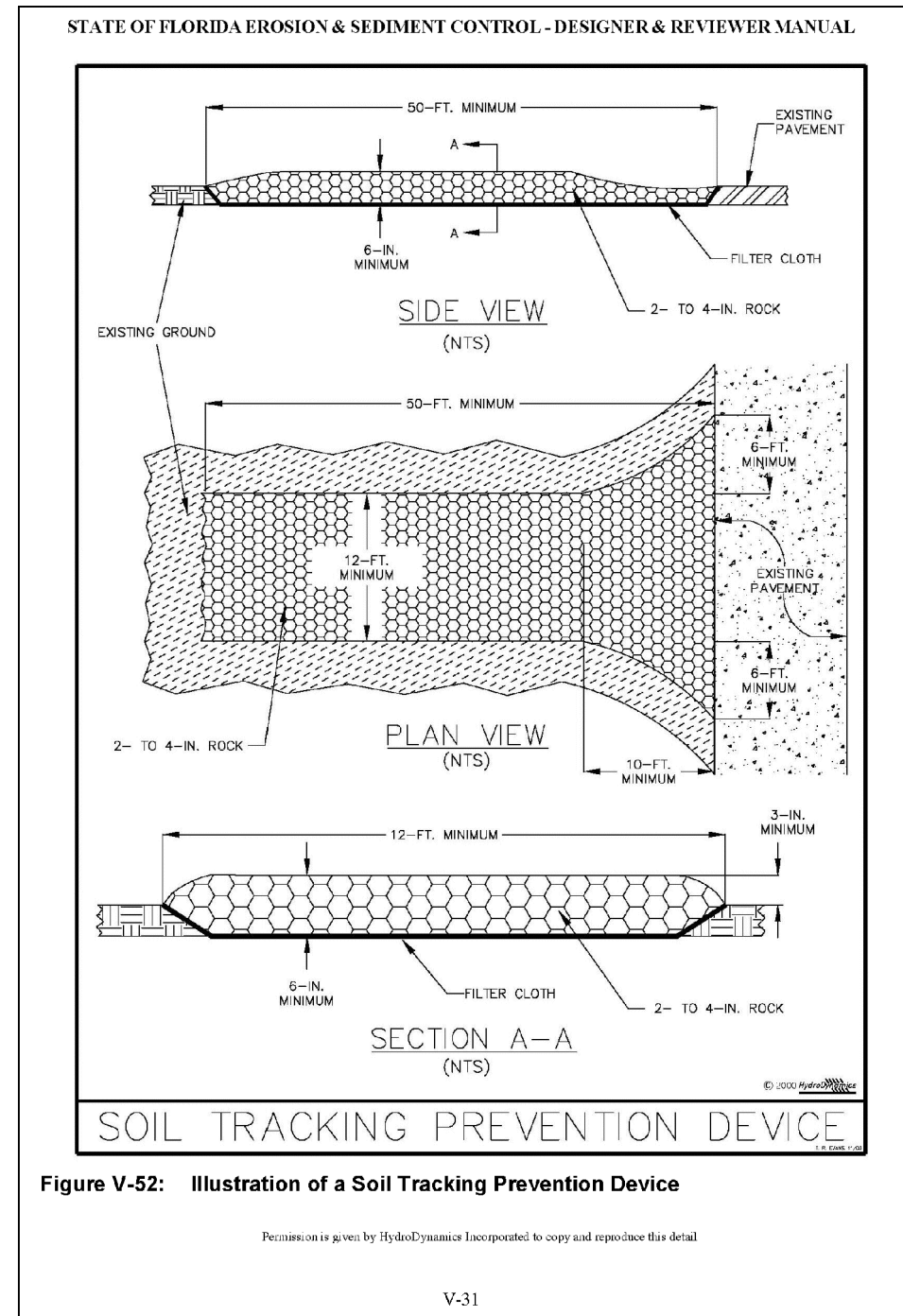




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- EROSION CONTROL NOTES:**
- Erosion and sediment control - Contractor is responsible for providing erosion and sediment control prior to any construction activity. Contractor to install Woven Silt Fence as shown (with exception of construction and existing entrance) to prevent the siltation and debris from affecting adjacent properties, public rights-of-way, preserve areas or wetlands. The fence is to be installed and buried a minimum of 4 inches deep with a minimum 4 inch return ("L" shape) back inward toward property. Silt Fence will remain in place until grassing or sodding has been completed or until siltation and erosion are no longer a threat.
  - Preserve Area - PRESERVE AREAS ARE NOT TO BE ALTERED WITHOUT WRITTEN PERMISSION OF THE MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS. High visibility orange safety fence with a final height of 4 feet shall be installed around the perimeter of the Preserve Area but not attached to the vegetation. Orange Safety Fence to be installed 5 feet from Preserve Area or conform with drip line of existing trees to be preserved. Silt Fence is to be installed adjacent to Safety Fence with same offset requirements. Silt Fence to be installed per details.
  - Project Engineer and Martin County shall inspect the required Silt Fence and any Preserve Barricades after installation and prior to continuation of construction activities. Contractor to coordinate with Project Engineer.
  - A D.E.P. - NPDES Permit for Stormwater Discharge from Construction Activities is required, therefore, Contractor is to conform to Stormwater Pollution Prevention Plan prepared by "Qualified Contractor" as per NPDES requirements.
  - Inspections as per NPDES requirements shall be by "Project Engineer" or "Qualified Contractor"(whichever entity filed for permit).
  - Soil Tracking Prevention - Contractor to construct Soil Tracking Prevention Device as per FDOT specifications, current edition, at all construction entrances.
  - Additional Erosion Control Measures shall be installed as needed.
  - Land Clearing Permit shall be placed in on-site project permit box.
  - No clearing, including the installation of erosion control devices, is authorized until the Clearing Permit and NPDES Permit has been issued.
  - Property corners shall be located by the Surveyor and clearly marked in the field prior to the Pre-construction meeting with local authorities.
  - Authorization to install erosion control devices and preserve barricades will be granted at the Pre-construction meeting.
  - Wetting Trucks or other methods of watering will be provided to reduce erosion and dust from occurring on site. Stabilization of soils for paved areas will occur initially with the stabilized subgrade and then after with 6" limerock or coquina. Stabilization of soils for underground drainage and utilities will occur after installation, inspection and testing.
  - All disturbed areas will be stabilized with sod within 30 days of construction completion.
  - All erosion control devices and preserve barricades shall remain in place and be monitored for compliance by the permit holder during the permitted development activities.
  - Following construction activity and at direction of Project Engineer all erosion control devices and preserve barricades shall be removed and disposed of by the Contractor.
  - All drainage catch basins shall have filter cloth installed underneath grates to prevent sands from entering storm sewer system. Filter cloth may be removed after all paving and landscaping has been completed.
  - All areas disturbed by construction shall be restored to pre-construction conditions or better.



**CONSTRUCTION ENTRANCE SOIL TRACKING DETAIL**

| DATE    | REVISIONS     |
|---------|---------------|
| 1.10.19 | PHASE 3 PLANS |
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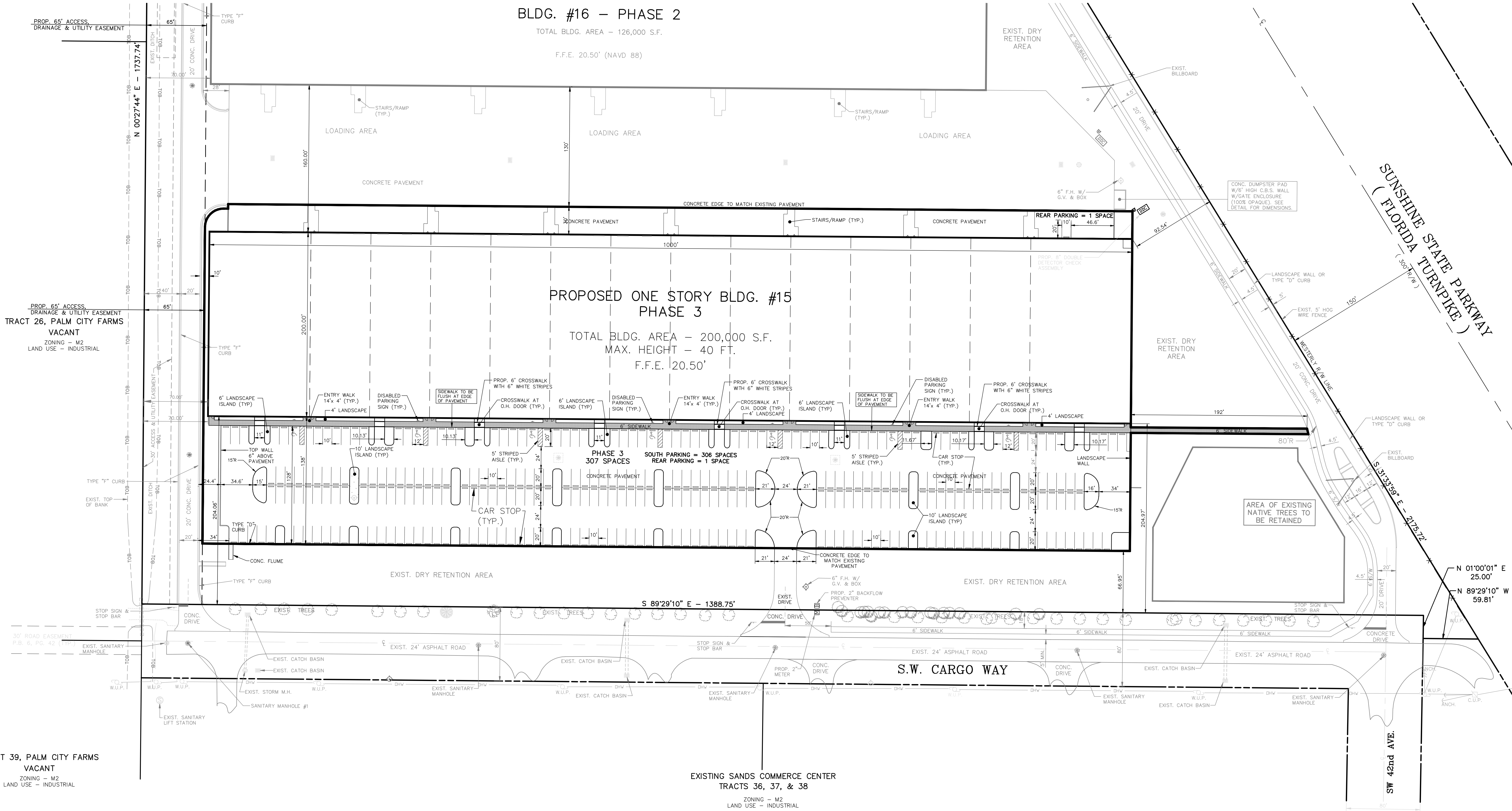
PHONE: (772) 287-0525  
STUART, FL 34996  
2431 SE DIXIE HIGHWAY  
B0 0004456  
**MATHERS ENGINEERING CORPORATION**  
LAND PLANNING  
CIVIL

**SANDS COMMERCE CENTER III**  
**PALM CITY, FLORIDA**  
**EROSION CONTROL PLAN**  
**PHASE 3**

WILLIAM J. MATHERS, P.E.  
FL REG. # 19656

|                      |
|----------------------|
| DRAWN<br>D.H.A.      |
| CHECKED<br>W.J.M.    |
| DATE<br>JANUARY 2019 |
| SCALE<br>1" = 100'   |
| JOB NO.<br>3415-01   |
| SHEET                |

SEE SHEET S-4 FOR NORTH PORTION



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| Date    | Revisions         |
|---------|-------------------|
| 1.02.18 | PHASE 2 PLANS     |
| 7.10.18 | PER M.C. COMMENTS |
| 1.10.19 | PHASE 3 PLANS     |
|         |                   |
|         |                   |
|         |                   |
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SANDS COMMERCE CENTER III  
PHASE 3 - SOUTH PORTION  
HORIZONTAL CONTROL PLAN

2431 SE DIXIE HIGHWAY  
STUART, FL 34996

PHONE: (772) 287-0525

EB 0004456

**M**  
MATHERS ENGINEERING CORPORATION  
CIVIL LAND PLANNING

|                      |
|----------------------|
| DRAWN<br>D.H.A.      |
| CHECKED<br>W.J.M.    |
| DATE<br>JANUARY 2019 |
| SCALE<br>1" = 50'    |
| JOB NO.<br>3415-01   |

WILLIAM J. MATHERS, P.E.  
FL. REG. #19658

SHEET

S-3

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# NORTH

EXIST. LAKE

BLDG. #17 - PHASE 1

TOTAL BLDG. AREA - 91,500 S.F.

F.F.E. 20.50' (NAVD 88)

BLDG. #16 - PHASE 2

TOTAL BLDG. AREA - 126,000 S.F.

F.F.E. 20.50' (NAVD 88)

SEE SHEET S-3 FOR SOUTH PORTION

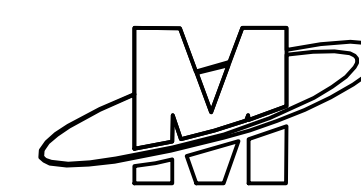
SANDS COMMERCE CENTER III  
PHASE 3 – NORTH PORTION

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HORIZONTAL CONTROL PLAN

2431 SE DIXIE HIGHWAY  
STUART, FL 34996

PHONE: (772) 287-0525



EB 0004456

**MATHERS ENGINEERING CORPORATION**  
CIVIL LAND PLANNING

|              |
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| DRAWN        |
| D.H.A.       |
| CHECKED      |
| W.J.M.       |
| DATE         |
| JANUARY 2019 |
| SCALE        |
| 1" = 50'     |
| JOB NO.      |
| 3415-01      |

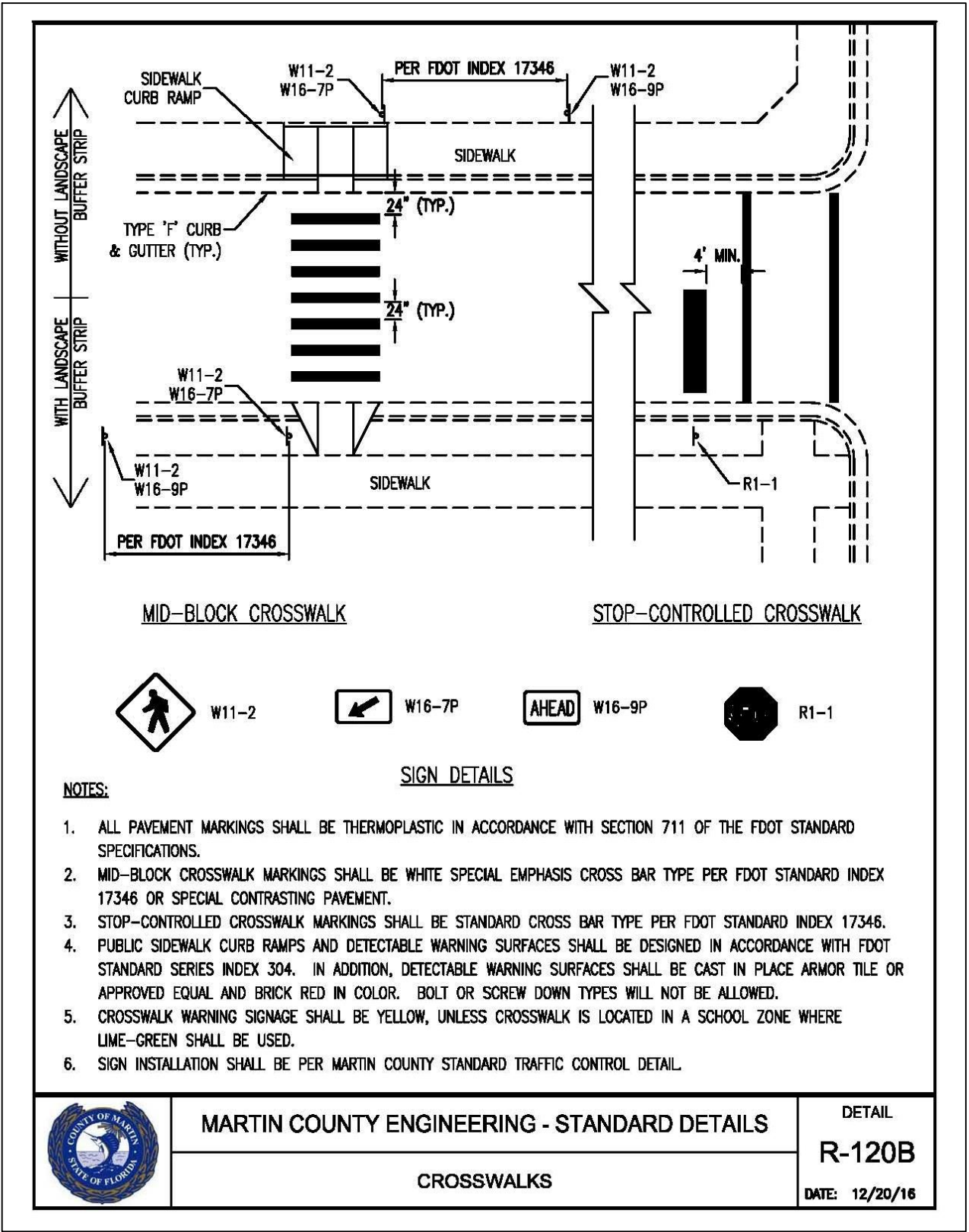
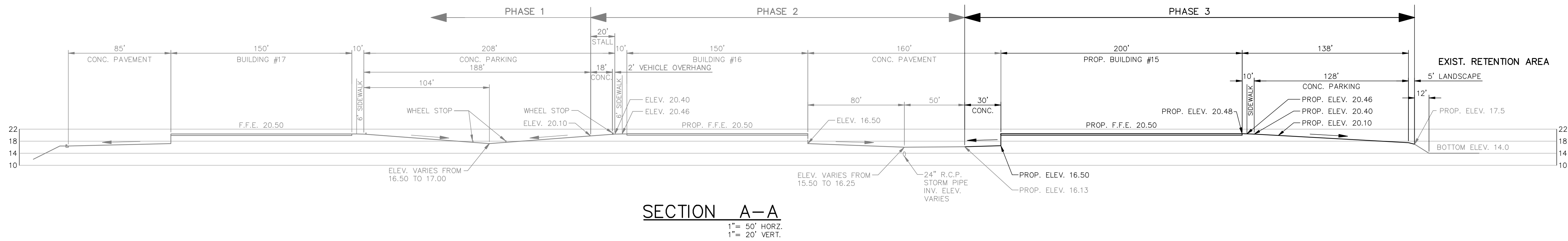
WILLIAM J. MATHERS, P.E.  
FL. REG. #19658

SHEET

S-4

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| Date    | Revisions         |
|---------|-------------------|
| 1.03.18 | PHASE 2 PLANS     |
| 7.10.18 | PER M.C. COMMENTS |
| 1.10.19 | PHASE 3 PLANS     |
|         |                   |
|         |                   |
|         |                   |
|         |                   |

# SANDS COMMERCE CENTER III

## PHASE 3

### CROSS SECTIONS

2431 SE DIXIE HIGHWAY  
STUART, FL 34996

PHONE: (772) 287-0525

EB 0004456

**M**

**MATHERS ENGINEERING CORPORATION**  
CIVIL LAND PLANNING

DRAWN  
B.S.D.  
CHECKED  
W.J.M.  
DATE  
JAN 2019  
SCALE  
AS NOTED  
JOB NO.  
3415-01

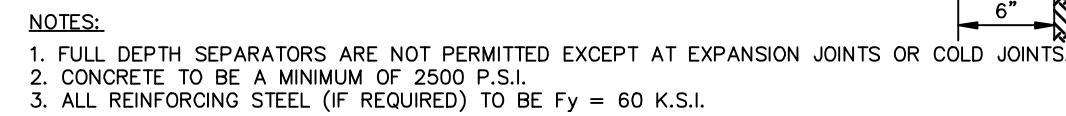
WILLIAM J. MATHERS, P.E.  
FL. REG. #19658

SHEET

S-5



- All materials and workmanship shall be in accordance with the local building codes and the appropriate sections of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, current edition, unless otherwise authorized by the engineer in writing. The contractor shall be responsible for any off-site damage resulting from their operations to existing pavement, swales, etc...
2. The contractor shall be responsible for inspecting site prior to bidding and shall take into consideration any omissions, underground utilities, or other items affecting the installation of paving and drainage. Should uncharted or incorrectly charted utilities or other items be encountered during construction, consult the project engineer immediately for directions. Repaired damaged utilities or other items to satisfaction of utility owner and project engineer.
3. Contractor shall be responsible for material take-offs for contract agreements.
4. Contractor to contact Martin County Growth Management Department for field inspection to determine if barricades have been properly placed around the preserve area to protect it from any construction activity prior to any land clearing.
5. Erosion and sediment control – Contractor is responsible for providing erosion and sediment control prior to any construction activity. Contractor to install Black Silt Fence for entire perimeter of property to prevent the siltation and debris from affecting adjacent properties, public rights-of-way, or wetlands. The fence is to be installed and buried a minimum of 4 inches deep with a minimum 4 inch return ("L" shape) back inward toward property. Silt Fence will remain in place until grassing or sodding has been completed or until siltation and erosion are no longer a threat.
6. Turbidity Barrier is to be installed by contractor prior to any construction activity that involves an outfall structure or where activity may have an effect on open water bodies or drainage ditches. Contractor is to submit to Project Engineer for approval material specifications and method of installation and maintenance prior to starting any activity. Turbidity Barrier will remain in place until grassing or sodding has been completed or until siltation and erosion are no longer a threat.
7. If a D.E.P. – NPDES Permit for Stormwater Discharge from Construction Activities is required, then Contractor is to conform to Stormwater Pollution Prevention Plan prepared by "Qualified Contractor" as per FDEP requirements.
8. If hardpan is encountered in the retention areas or swales, it shall be removed and replaced with granular material.
9. If muck is encountered, it shall be removed and backfilled with granular material and compacted to densities sufficient to accommodate the intended use.
10. All berms and grass areas shall be sodded in accordance with the appropriate sections of the above referenced specifications unless otherwise authorized by the engineer.
11. All slopes to be maximum of 4 horizontal : 1 vertical.
12. Location of drainage structures shall govern and pipe lengths may have to be adjusted to accomplish construction on these plans.
13. All drainage catch basins shall have filter cloth installed underneath grates to prevent sands from entering storm sewer system. Filter cloth may be removed after all paving and landscaping has been completed.
14. The contractor shall construct the pavement in accordance with the typical section shown on these plans and in compliance with the F.D.O.T. Specifications referred to under general notes. Pavement joints shall conform to acceptable construction methods. Transverse, longitudinal, construction, contraction, and expansion joints will be provided in accordance with section 350 of the F.D.O.T. Specifications and/or as recommended by the American Concrete Pavement Association outlined in the Municipal Concrete Pavement Manual. Concrete shall be 3,000 p.s.i.
15. Entrance traffic control – stop sign, stop bar and lane delineator shall be in accordance with M.U.T.C.D. specifications at all entrance locations.
16. All areas disturbed by construction shall be restored to pre-construction conditions or better.
17. Contractor shall be responsible for providing all survey staking needed for construction.
18. Contractor shall provide the project engineer with as-built survey from a Florida Licensed Surveyor including all horizontal dimensions (including setbacks from property) and vertical elevations at locations where design elevations are shown.
19. See survey by Engineering Design & Construction, Inc. for existing boundary and topographic information.
20. Curb ramps on sidewalks at project driveway entrances shall meet FDOT Standards per appropriate FDOT Index and specifications.
21. All disturbed areas will be stabilized with sod within 30 days of construction completion.



N.T.S.

1. CERTIFIED LAB AND FIELD TEST RESULTS FOR MATERIALS & DENSITIES.
2. AS-BUILT RECORD DRAWINGS WITH HORIZONTAL & VERTICAL DATA BY FLORIDA LICENSED SURVEYOR AS PER INSTRUCTIONS PROVIDED BY ENGINEER OF RECORD.
3. REQUIRED INSPECTIONS AND WORK COMPLETED TO THE SATISFACTION OF THE ENGINEER OF RECORD.
4. CERTIFIED LAB AND FIELD TEST RESULTS VERIFYING THE HARDPAN REMOVAL AND BACKFILL MATERIAL BENEATH ALL DRY RETENTION AREAS (TO ELEV. 14.0 CONTOUR).
5. SURVEY SOUNDINGS FOR LAKE DEPTH CONTOURING TO BE SHOWN ON AS-BUILTS IN ITEM #2 ABOVE.



1. DISABLED SPACE AND AISLE STRIPING SHALL BE PER INDEX NO. 17346 OF THE CURRENT FDOT DESIGN STANDARDS, FLORIDA STATUTES 553.5041(6), AND CURRENT FLORIDA BUILDING CODE.
2. DISABLED SPACE STRIPING COLOR, SYMBOLS SIZE AND COLOR, SHALL BE PER INDEX NO. 17346 OF THE CURRENT FDOT DESIGN STANDARDS, AND CURRENT FLORIDA BUILDING CODE.
3. OTHER ADDITIONAL REQUIREMENTS MUST BE ADHERED TO AS PER LOCAL JURISDICTION CODES.

SANDS COMMERCE CENTER III  
PALM CITY, FLORIDA

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SITE DETAILS & NOTES

**MATHERS ENGINEERING CORPORATION**  
CIVIL    STRUCTURAL    ARCHITECTURE    LAND PLANNING

S-6

X:\Sands Commerce Center\_Phase 3\_Bldg 15.dwg(Current Plans)Phase3 Sands Site Details.dwg, 2/21/2019 4:02:08 PM

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| Date    | Revisions         |
|---------|-------------------|
| 1.03.18 | PHASE 2 PLANS     |
| 7.10.18 | PER M.C. COMMENTS |
| 1.10.19 | PHASE 3 PLANS     |
|         |                   |
|         |                   |
|         |                   |
|         |                   |


SANDS COMMERCE CENTER III

PALM CITY, FLORIDA

SITE DETAILS & NOTES

2431 SE DIXIE HIGHWAY  
STUART, FL 34996

PHONE: (772) 287-0525  
FAX: (772) 220-8686



EB 0004456

MATHERS ENGINEERING CORPORATION

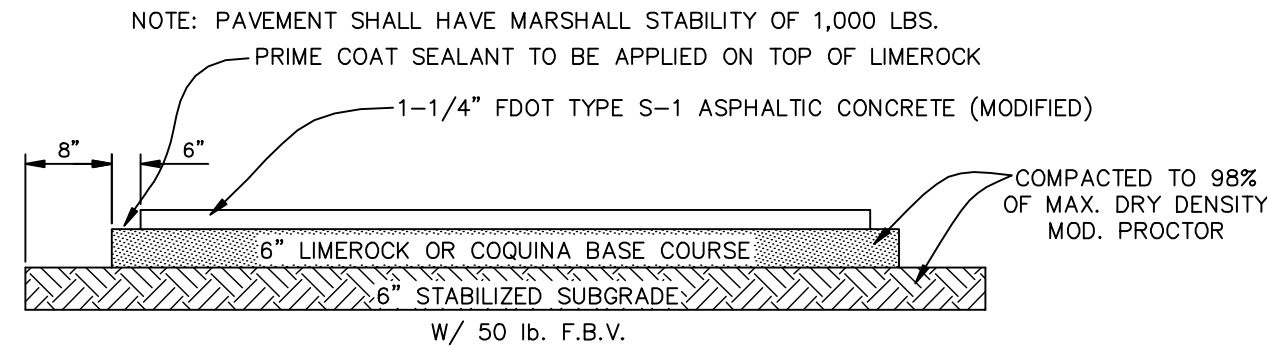
CIVIL    STRUCTURAL    ARCHITECTURE    LAND PLANNING

|                 |
|-----------------|
| DRAWN<br>B.S.D. |
| CHECKED         |
| W.J.M.          |
| DATE            |
| JAN 2018        |
| SCALE           |
| AS NOTED        |
| JOB NO.         |
| 3415-01         |

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|---|
| WILLIAM J. MATHERS, P.E.<br>FL. REG. #19658 |
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SHEET

S-7

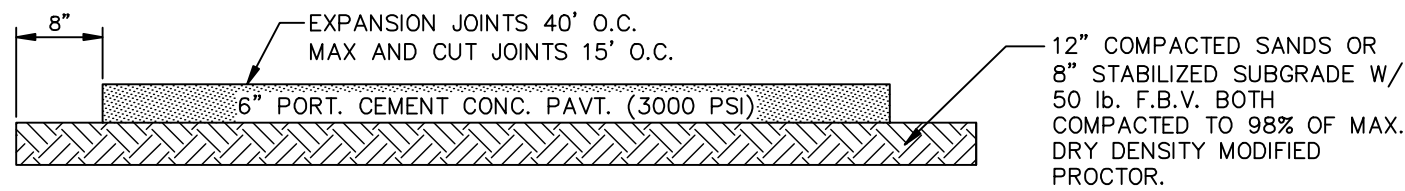


ASPHALT PAVEMENT DETAILS

N.T.S.

PAVEMENT TO BE CONSTRUCTED IN ACCORDANCE WITH AASHTO T-180 SPECIFICATIONS

OR



CONCRETE PAVEMENT DETAILS

N.T.S.

NOTE FOR EXTRA MATERIAL:  
4" ADDITIONAL LAYER OF BASE ROCK OR SUBGRADE MATERIAL CAN BE ADDED IF RUTTING OF BASE SANDS IS CAUSED BY CONCRETE LOAD TRUCKS DURING THE CONSTRUCTION PHASE. ENGINEER OF RECORD TO BE NOTIFIED IF RUTTING OCCURS.

CONCRETE PAVEMENT SPECIAL NOTES:

Minimum 3/4" width - full depth expansion Joints 40' o.c. max. spacing.

Minimum ±1/8" width - 1/3 depth saw cut Joints 15' o.c. max. spacing.

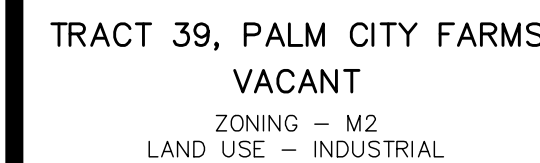
CURING OF CONCRETE:

Contractor shall place curing compound immediately after pour or provide surface moisture continuously for three days.

If temperature drops below 40 degrees, contractor shall apply curing compound for 7 days after pour.

TESTING OF CONCRETE:

Test cylinders are to be taken at a rate of one (1) per every three (3) truck loads of delivered concrete for continuous pours with one minimum per staggered pours. Cylinders shall be broken at interval per Testing Laboratory specifications.

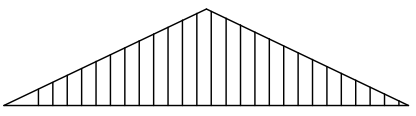
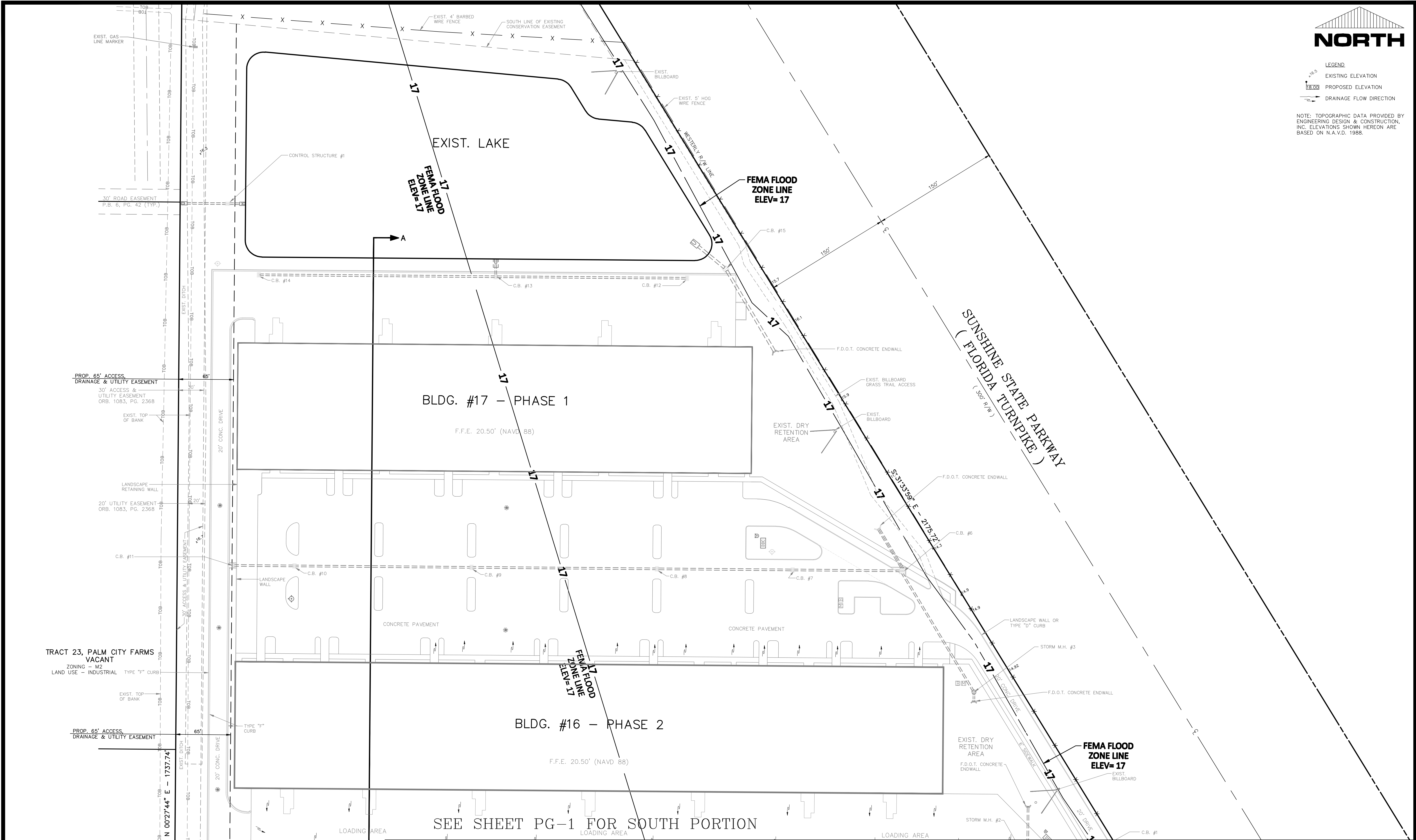


SANDS COMMERCE CENTER III  
PHASE 3 – SOUTH PORTION  
PAVING / GRADING PLAN

PG-1



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- LEGEND
- EXISTING ELEVATION
  - PROPOSED ELEVATION
  - DRAINAGE FLOW DIRECTION

NOTE: TOPOGRAPHIC DATA PROVIDED BY  
ENGINEERING DESIGN & CONSTRUCTION,  
INC. ELEVATIONS SHOWN HEREON ARE  
BASED ON N.A.V.D. 1988.

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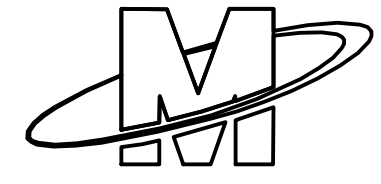
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APPROVAL DESIGNATES THIS DOCUMENT'S FINAL FORM.

| Date    | Revisions         |
|---------|-------------------|
| 1.02.18 | PHASE 2 PLANS     |
| 7.10.18 | PER M.C. COMMENTS |
| 1.10.19 | PHASE 3 PLANS     |
|         |                   |
|         |                   |
|         |                   |
|         |                   |

SANDS COMMERCE CENTER III  
PHASE 3 - NORTH PORTION  
PAVING / GRADING PLAN

2431 SE DIXIE HIGHWAY  
STUART, FL 34996

PHONE: (772) 287-0525

  
MATHERS ENGINEERING CORPORATION  
CIVIL LAND PLANNING

EB 0004456

|                      |   |                   |
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| DRAWN<br>D.H.A.      | WILLIAM J. MATHERS, P.E.<br>FL. REG. #19658 | SHEET<br><br>PG-2 |
| CHECKED              |   |                   |
| W.J.M.               |   |                   |
| DATE<br>JANUARY 2019 |   |                   |
| SCALE<br>1" = 50'    |   |                   |
| JOB NO.<br>3415-01   |   |                   |

SEE SHEET U-3 FOR NORTH PORTION

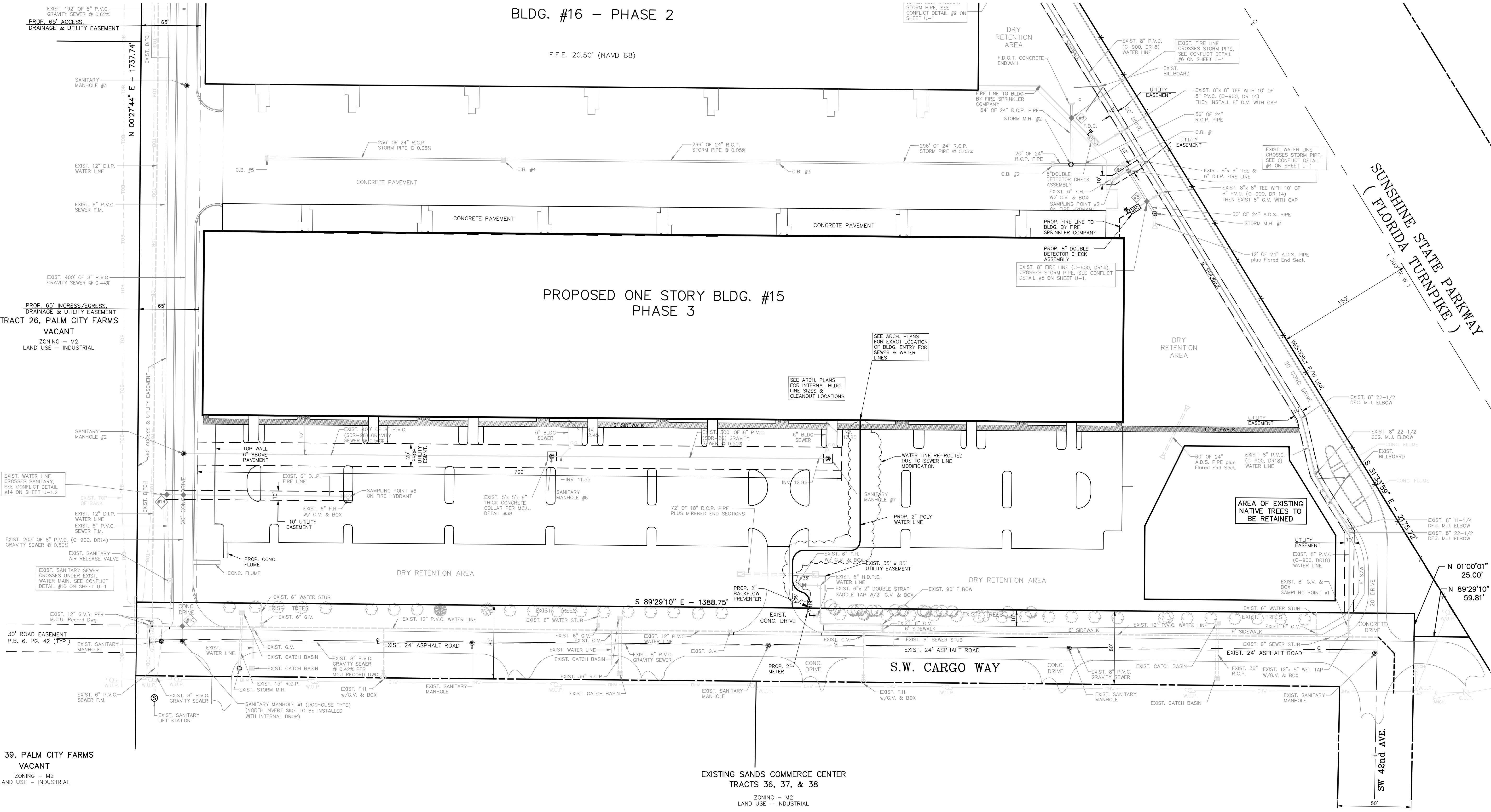
BLDG. #16 - PHASE 2

F.F.E. 20.50' (NAVD 88)

PROPOSED ONE STORY BLDG. #15  
PHASE 3

LEGEND

EXIST. 8" WATER LINE  
PROP. BACKFLOW PREVENTER  
GRAY GHOSTED LINEWORK OR LABELING = EXISTING INSTALLED UTILITIES.  
SOLID LINEWORK OR ITEMS LABELED PROPOSED OR FUTURE = UTILITIES YET TO BE INSTALLED IN PHASE 1 OR ARE TO BE INSTALLED IN PHASE 2 OR 3.



TRACT 39, PALM CITY FARMS  
VACANT  
ZONING - M2  
LAND USE - INDUSTRIAL

EXISTING SANDS COMMERCE CENTER  
TRACTS 36, 37, & 38  
ZONING - M2  
LAND USE - INDUSTRIAL

| Date    | Revisions                            |
|---------|--------------------------------------|
| 5.16.16 | PHASE 1 PLANS                        |
| 7.10.18 | PER M.C.U. COMMENTS                  |
| 1.10.19 | PHASE 3 PLANS                        |
| 1.10.19 | RELOCATION OF BLDG. 15 WATER SERVICE |

SANDS COMMERCE CENTER III  
PHASE 3 - SOUTH PORTION  
UNDERGROUND DRAINAGE & UTILITY PLAN

2431 SE DIXIE HIGHWAY  
STUART, FL 34996  
PHONE: (772) 287-0525  
FAX: (772) 220-8686  
M  
MATHERS ENGINEERING CORPORATION  
CIVIL STRUCTURAL ARCHITECTURE LAND PLANNING

DRAWN  
D.H.A.  
CHECKED  
W.J.M.  
DATE  
MARCH 2016  
SCALE  
1" = 50'  
JOB NO.  
3415-01

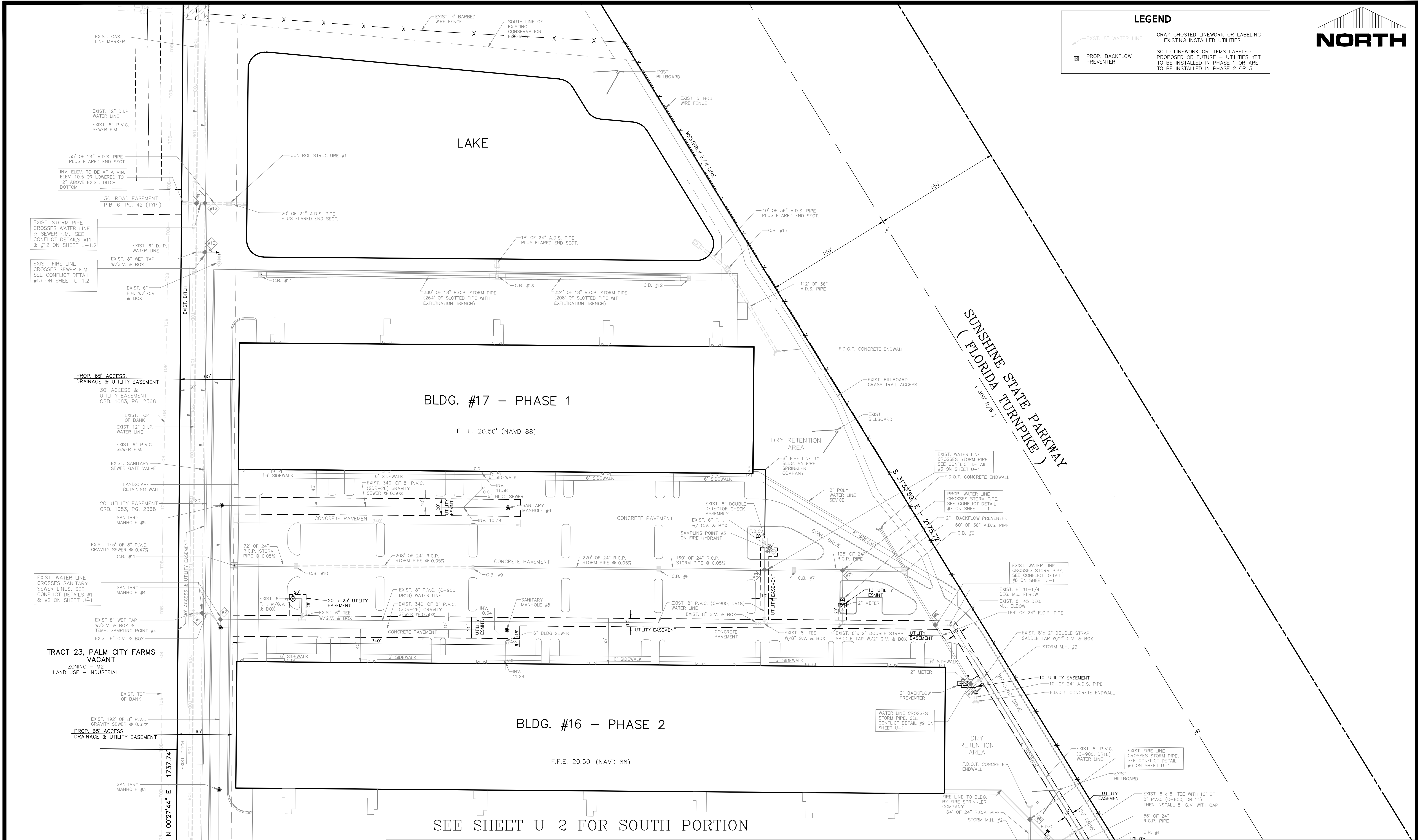
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FL. REG. #19658

SHEET

U-1

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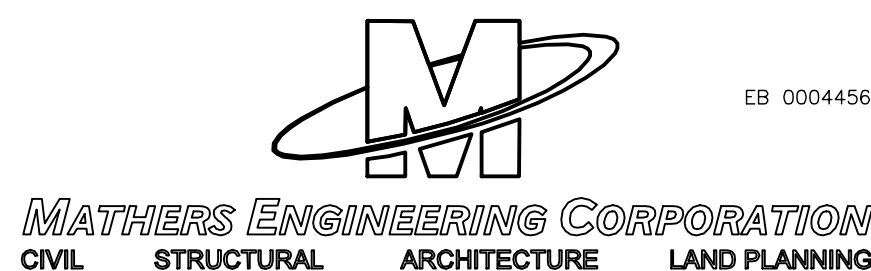
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| Date    | Revisions           |
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| 5.16.16 | PHASE 1 PLANS       |
| 7.10.18 | PER M.C.U. COMMENTS |
| 1.10.19 | PHASE 3 PLANS       |
|         |                     |
|         |                     |
|         |                     |
|         |                     |
|         |                     |

SANDS COMMERCE CENTER III  
PHASE 3 - NORTH PORTION  
UNDERGROUND DRAINAGE & UTILITY PLAN

2431 SE DIXIE HIGHWAY  
STUART, FL 34996

PHONE: (772) 287-0525  
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EB 0004456

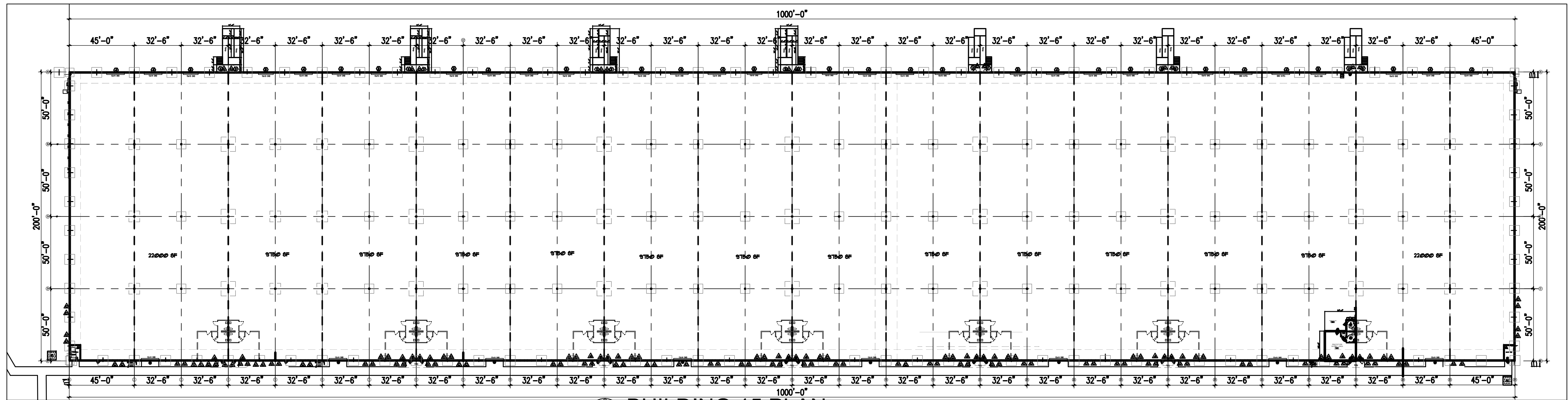
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| CHECKED<br>W.J.M.  |
| DATE<br>MARCH 2016 |
| SCALE<br>1" = 50'  |
| JOB NO.<br>3415-01 |

WILLIAM J. MATHERS, P.E.  
FL. REG. #19658

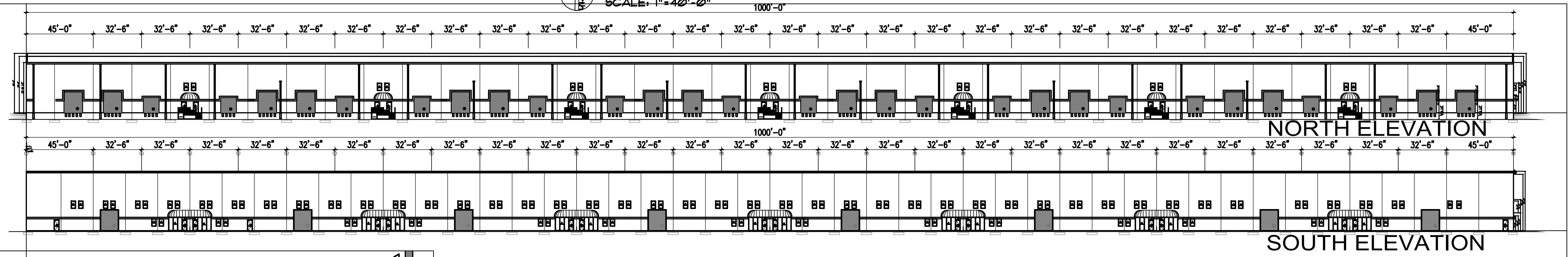
SHEET

U-2



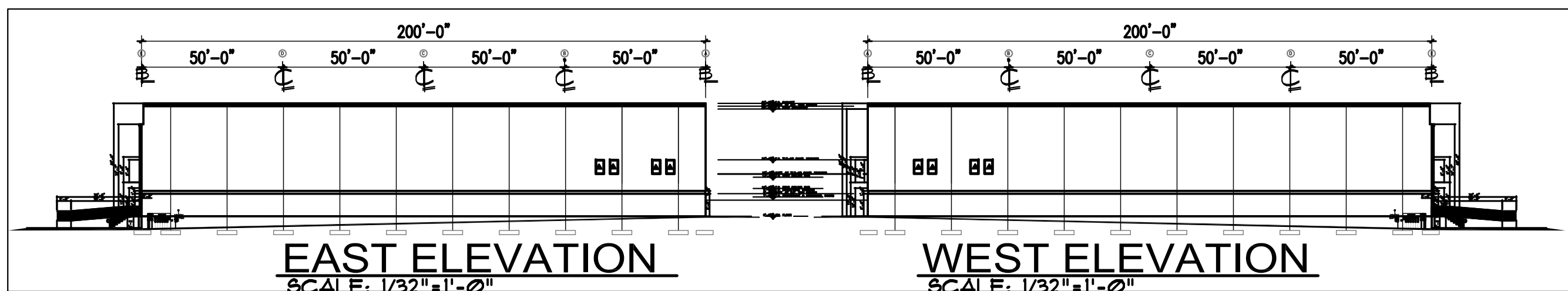


**BUILDING 15 PLAN**  
SCALE: 1"=40'-0"



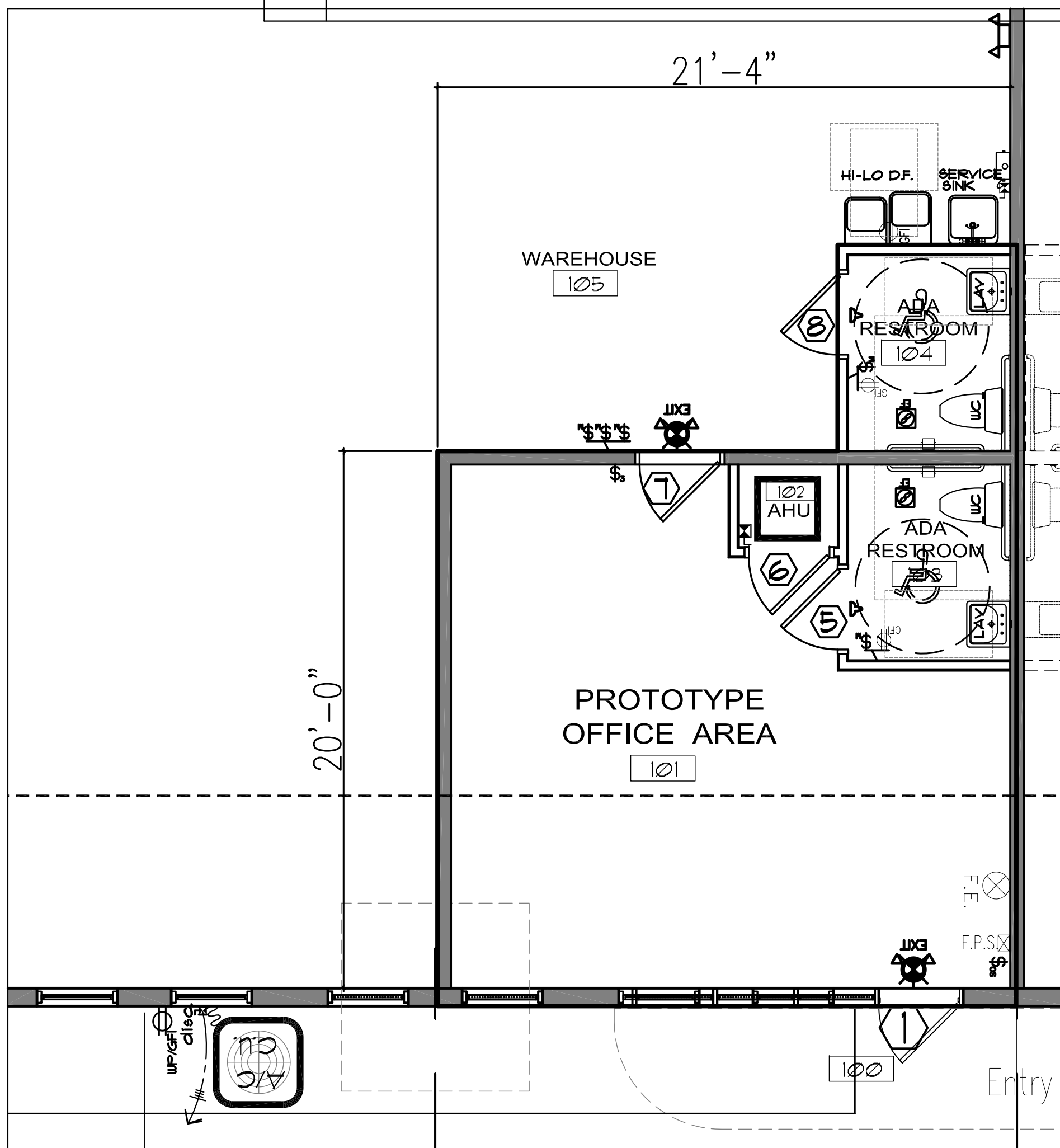
**NORTH ELEVATION**

**SOUTH ELEVATION**

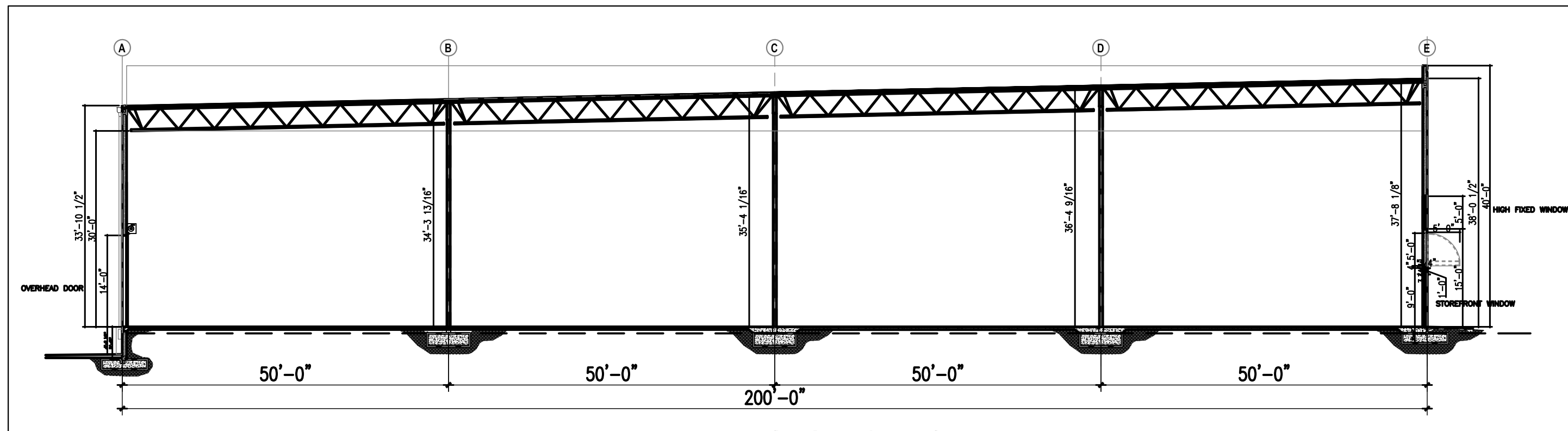


**EAST ELEVATION**

**WEST ELEVATION**



**TYPICAL TENANT OFFICE PLAN**  
SCALE: 1/4"=1'-0"



**BUILDING SECTION**

SCALE: 1/16"=1'-0"

3-NOV-2018

PROJECT TITLE  
**SANDS  
COMMERCE PARK**

**BUILDING 15**

SW CARGO WAY  
PALM CITY, FLORIDA 34930

REV. DATE

PROJECT 18-2102

ISSUED

SHEET

**A-1**