

October 4, 2018
Via: Hand Delivery

Project Number: P0801

Catherine Riiska, Principal Planner
Martin County Growth Management
2401 SE Monterey Road
Stuart Fl, 34996

**Subject: Creative Land Management Development – MC #A040-015
Revised Major Master & Phase 1 Final Site Plan – Response to Staff Report**

Dear Ms. Riiska,

We are in receipt of the staff report dated July 18, 2018 and respectfully offer the following in response:

A-E: Acknowledged.

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

Unresolved Issues:

Item #1:

This application cannot be deemed to be in compliance with the Martin County Comprehensive Growth Management Plan (CGMP) until the issues identified in this report have been satisfactorily resolved. MARTIN COUNTY, FLA., CGMP POLICY 4.1A.1. (2016)

Response: Acknowledged

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

Unresolved Issues:

Item #1:

Legal Description

A legal description of the property that is the subject of this application must be provided.
[Section 10.2.B, LDR]

Remedy/Suggestion/Clarification:

The PDF electronic copies of the legal descriptions provided for the Revised Master Site Plan (Exhibit A1) and the Phase 1 Final Site Plan (Exhibit A2) contain conversion artifacts affecting legibility. Please submit legible legal descriptions.

Response: We apologize that the PDF was not legible. We have provided a new Exhibit A1 and A2 in hard copy and PDF.

Item #2:

Project Narrative

Please provide a more detailed project narrative that explains the proposed phasing and operations on the site. The current narrative describes the general site and proposed land dedication and unity of title changes but does not contain an explanation of the proposed development activities or phasing. Staff cannot verify that the proposed activities are

consistent with the required timetable for completion of construction in conformance with the land development regulations and existing site conditions.

Please include a discussion of the proposed operational parameters and how they relate to the physical requirements of the site, including the fill volumes required by the existing site conditions and how they are proposed to be met within the project timetable considering the constraints of the code required operational hours and the proposed maximum truck sizes.

Response: *Please see attached more detailed Project Narrative.*

Item #3:

BOUNDARY & TOPOGRAPHIC SURVEYS

Provide recent boundary and topographic surveys of all properties that are the subject of this application. [Section 10.2.B, LDR]

Remedy/Suggestion/Clarification:

Please submit revised surveys for the overall project site (Revised Master Site Plan) and for the Phase 1 area as follows:

1. Overall survey (Revised Master Site Plan):
 - a. Please revise the legal description to include the 11.09 acre parcel that is currently included in the project area and application.
 - b. Please include the field work date, which is required to be within 180 days of the application.
 - c. Please include a certified total site area in square feet and acres.
 - d. Please include a certified area for the lake in square feet and acres.
 - e. Please explain or remove the label 'Progressive waste parcel' currently shown on the preserve tract.

Response: *See attached revised overall survey.*

2. Phase 1 survey
 - a. Please show the limits of the lake proposed to be filled consistent with the overall survey.
 - b. Please include the field work date, which is required to be within 180 days of the application.
 - c. Please explain or remove the label 'Progressive waste parcel' currently shown on the preserve tract.

Response: *See attached revised Phase 1 survey.*

Item #4:

Revised Master Site Plan

A complete site plan is required as part of the application. MARTIN COUNTY, FLA., LDR SECTION 10.2.B. (2016)

Remedy/Suggestion/Clarification:

1. The digital PDF file of the revised master site plan contains conversion artifacts affecting legibility. Please submit a legible electronic copy.

Response: *Again, we apologize that the PDF was not legible; please refer to attached CD.*

2. Please revise the graphics to show the following:
- a. Please revise the cross-hatched 'fill placement area' to accurately depict the entire area proposed for fill and any areas proposed to remain as a waterbody. The current graphics do not appear to reflect the existing or proposed conditions of the site and are inconsistent with the edge of water and top of bank areas shown on the survey.
Response: The fill placement area has been revised to reflect the existing conditions.
 - b. Please revise the access easement depiction, which appears to be inconsistent with that shown on the survey.
Response: The easement has been revised to match the survey data.
 - c. Please show and label the existing feature that is shown on the topographic survey in the southeast area near the access easement, certified to be at elevations of up to 20 feet higher than the surrounding grade.
Response: The stockpile area shown on the topographic survey has been added to the site plan.
 - d. Please revise the plan to show all existing and proposed development of the site, consistent with the provided survey. Please also specify which, if any, improvements are proposed to be temporary and when they are proposed to be removed. Include all major elements within the appropriate pervious and impervious area tables. The plan should include all applicable existing and proposed elements on the site, including but not limited to the following which have not been shown:
 - i. All existing and/or proposed structures.
Response: The existing structures are shown and labeled according to use. There are no proposed structures.
 - ii. All existing and/or proposed internal stabilized roads and whether they are proposed to remain or be removed at project completion.
Response: There are no true roads; existing or proposed. There are paths that have been driven on for years as trucks have come and gone from the site for years, but they were never intended as roads. These are visible on current aerials, and have been labeled and accounted for in the land use table as impervious as Grass Access Road. While they are not truly impervious, this makes our calculations more conservative.
 - iii. Proposed equestrian trail.
Response: The proposed equestrian trail was labeled and remains as such. The linework has been made heavier such that it is more visible.
 - iv. All existing and/or proposed stockpile, staging or processing areas.
Response: Current and potential future staging and processing areas have been shown. The existing stockpile areas have been shown. An interim use area has been added.
 - v. All existing or proposed wells.
Response: The existing well has been added.
 - vi. Existing upland preserve areas (currently only the wetland preserve is labeled).
Response: The upland preserve has been labeled.
 - vii. Existing and/or proposed equipment refueling and maintenance areas. If proposed to change for each phase, please add a note to that effect and that they will be designated for each phase on the final site plan for each phase.
Response: The equipment area is labeled, and will remain in the same area for the duration of the project. There are currently no refueling facilities. However, a location has been shown for future refueling use in case it is needed.

- e. Please dimension the setbacks from property boundaries to existing or proposed structures and from areas proposed for excavation or fill pursuant to Sections 3.412. and 4.343.A.3., LDR, Martin County, Fla. (2018).

Response: The structure setbacks are now shown on the Master Site Plan, and the excavation setback now run all the way around the parcel, on the interior of the land dedication, as discussed at the staff workshop.

3. Please remove the legal description from the plan, which will be included as a separate exhibit in the development order.

Response: The legal has been removed.

4. Please revise the existing and proposed uses to reflect the existing use of mining and the proposed use upon completion of the proposed development.

Response: The existing use now reflects Mining and the proposed use reflects Improved Pasture.

5. Please revise the current and buildout data tables to reflect the fact that the approximately 11 acres containing the preserve area is part of the current conditions. Include all data associated with those elements noted in comment 2.d. above to demonstrate compliance with the zoning development standards and land development regulations.

Response: The tables have been updated to include the dedication as part of the property in current conditions, and buildout has been broken up by on-site and dedication, per staff workshop discussion.

6. Please revise Note 2 under 'Operational Specifications' to include hauling of fill "from or to the site" since this application only proposes to import materials.

Response: The note now reflects hauling TO as we are not requesting hauling FROM.

7. Please revise Note 3 under 'Operational Specifications' for accuracy, as SW Green Farms Lane to be utilized by the hauling vehicles is classified as a residential roadway.

Response: Note 3 has been revised.

8. Please revise the labels that show fill placement at 51.08 acres and existing lake at 48.61 acres for accuracy or provide a more detailed narrative to explain why fill is occurring to over 2 acres more than the existing lake. Additionally, please verify the actual limits of fill, since the current graphic does not appear to depict the actual limits of the existing lake and a review of aerials indicate that there are approximately over 53 acres of open water existing on site.

Response: The difference between the two are 48.61 acres at the control elevation (water level) of 27.5 vs. 51.08 acres at the top of bank elevation of 30.0, as the labeled state. We again acknowledge that the limits of filling does not match the current water boundary of the lake. Please note that the lake area and limits of filling have been revised to reflect the present state of the project rather than at completion of the Stipulation. The revised acreage at water level is 58.40 acres and at top of bank 59.61 acres.

9. Please show all required landscape buffer areas. (See Landscaping, Section J of this report)

Response: The landscape buffers have been added.

10. Please explain what processing activities are proposed to occur on-site, what impacts to adjacent land uses may be anticipated, and what measures are proposed to buffer adjacent land uses pursuant to Section 3.80., LDR, Martin County, Fla. (2016).

Response: *There is no processing or sorting; however, a location has been added to the plans for interim use for any potential stockpile that the client MAY use in the future. There are no anticipated impacts due to the size of the site and location of the interim use area so far from surrounding lots. The location of said interim use is adjacent to Green Farm Road and I-95. Currently, materials are delivered to the site via box truck or dump truck, and placed at the edge of water, then pushed into place.*

11. Please show the designated off-street parking areas proposed for the employees anticipated to be performing the processing and filling operations on-site.

Response: *Employee parking is shown. Please note: it is stabilized parking only, as has been the situation for years. No construction is proposed. Also, there is no public access so no accessible parking or route is proposed.*

Item #5:

Phasing Plan

The application indicates a phasing of the project is sought. Provide a schedule of the phases that is consistent with the deadline requirement to complete the project. [Sections 10.2.B, 10.11.C, and 10.11.D; Section 5.7.4.d.(1), LDR]

Remedy/Suggestion/Clarification:

1. The digital PDF file of the phasing plan contains conversion artifacts affecting legibility. Please submit a legible electronic copy.

Response: *Again, we apologize that the PDF was not legible; please refer to attached CD.*

2. Please revise the graphics to show all elements consistent with the revised master site plan as requested in Item # 1 above.

Response: *The data revised per Item #3 on the Master Site Plan has been carried through to the Phasing Plan.*

3. The phasing plan appears to only delineate the area proposed for fill and is inconsistent with the construction area and existing and proposed site improvements. Please adjust the phasing lines to demonstrate what areas will be used to support the phased activities consistent with the existing and proposed site conditions for each phase, and for consistency with the surveys.

Response: *The phasing plan has been revised to reflect encompassing the entire site, as discussed at the workshop, Phase 1 includes the buildings and maintenance area where it shall remain for the duration of the project.*

Item #6:

Phase 1 Final Site Plan

A complete site plan is required as part of the application. MARTIN COUNTY, FLA., LDR SECTION 10.2.B. (2016)

Remedy/Suggestion/Clarification:

1. The digital PDF file of the revised master site plan contains conversion artifacts affecting legibility. Please submit a legible electronic copy.

Response: Again, we apologize that the PDF was not legible; please refer to attached CD.

2. Please revise the graphics to show the following:
- a. Please revise the Phase 1 boundary line to be consistent with the Phase 1 limits of construction and the proposed revised master and phasing plans and surveys.

Response: Revised.

- b. Please revise the cross-hatched 'fill placement area' to accurately depict the entire area proposed for fill and any areas proposed to remain as a waterbody. The current graphics do not appear to reflect the existing or proposed conditions of the site and are inconsistent with the edge of water and top of bank areas shown on the survey.

Response: The fill placement area has been revised to reflect the existing waterbody site rather than the waterbody remaining at completion of the Stipulation. The depicted water body has been revised to match the survey.

- c. Please show all existing and proposed easements.

Response: Easements have been shown.

- d. Please revise the plan to show all existing and proposed development of the site, consistent with the provided survey. Please also specify which, if any, improvements are proposed to be temporary and when they are proposed to be removed. Include all major elements within the appropriate pervious, impervious, and structure development standards in the data table. The plan should include all applicable existing and proposed elements on the site, including but not limited to the following which have not been shown:

- i. All existing and/or proposed structures.

Response: The existing structures are shown and labeled according to use. There are no proposed structures.

- ii. All existing and/or proposed internal stabilized roads and whether they are proposed to remain or be removed at project completion.

Response: There are no true roads; existing or proposed. There are paths that have been driven on for years as trucks have come and gone from the site for years, but they were never intended as roads. These are visible on current aerials, and have been labeled and accounted for in the land use table as impervious as Grassed Roads. While they are not truly impervious, this makes our calculations more conservative.

- iii. Proposed equestrian trail.

Response: The proposed equestrian trail was labeled and remains as such. The linework has been made heavier such that it is more visible.

- iv. All existing and/or proposed stockpile, staging or processing areas.

Response: Current and potential future staging and processing areas have been shown. The existing stockpile areas have been shown. An interim use area has been added.

- v. All existing or proposed wells.

Response: The existing well has been added.

- vi. Existing upland preserve areas (currently only the wetland preserve is labeled).

Response: The upland preserve has been labeled.

- vii. Existing and/or proposed equipment refueling and maintenance areas. If proposed to change for each phase, please add a note to that effect and that they will be designated for each phase on the final site plan for each phase.

Response: The equipment area is labeled, and will remain in the same area for the duration of the project. There are currently no refueling facilities. However, a location has been shown for future use in case it is needed.

- e. Please dimension the setbacks from property boundaries to existing or proposed structures and from areas proposed for excavation or fill pursuant to Sections 3.412. and 4.343.A.3., LDR, Martin County, Fla. (2018).

Response: The structure setbacks are now shown, and the excavation setback now run all the way around the parcel, on the interior of the land dedication, as discussed at the staff workshop.

3. Please remove the legal descriptions from the plan, which will be included as a separate exhibit in the development order.

Response: The legal has been removed.

4. Please revise the existing and proposed uses to reflect the existing use of mining and the proposed use upon completion of the proposed development.

Response: The existing use is now Mining and the proposed is Improved Pasture.

5. Please revise the data tables as follows:

- a. Remove the 'Buildout' data table which is applicable to the master site plan and not the Phase 1 Final Site Plan.

Response: The build-out table has been removed.

- b. Provide all areal data only for the limits of Phase 1, instead of the entire site.

Response: Per the staff workshop, we were requested to extend the boundaries of Phase 1, rather than minimize them. We have included an area of no impact within Phase 1 wherein no clearing / tree removal shall occur.

- c. Provide complete data tables to demonstrate compliance with the zoning development standards, consistent with Comments numbered 2 and 3 above.

Response: Acknowledged. The data table has been updated.

6. Please revise Note 2 under 'Operational Specifications' to include hauling of fill "from or to the site" since this application only proposes to import materials.

Response: The note now reflects hauling TO as we are not requesting hauling FROM.

7. Please revise Note 3 under 'Operational Specifications' for accuracy, as SW Green Farms Lane to be utilized by the hauling vehicles is classified as a residential roadway.

Response: Note 3 has been revised.

8. Please revise the labels that show fill placement at 51.08 acres and existing lake at 48.61 acres for accuracy or provide a more detailed narrative to explain why fill is occurring to over 2 acres more than the existing lake. Additionally, please verify the actual limits of fill, since the current graphic does not appear to depict the actual limits of the existing lake and a review of aerials indicate that there are approximately over 53 acres of open water existing on site.

Response: The difference between the two are 48.61 acres at the control elevation (water level) of 27.5 vs. 51.08 acres at the top of bank elevation of 30.0, as the labeled state. We again acknowledge that the limits of filling does not match the current water boundary of the lake. Please note that the lake area and limits of filling have been revised to reflect the present state of the project rather than at completion of the

Stipulation. *The revised acreage at water level is 58.40 acres and at top of bank 59.61 acres.*

9. Please show all required landscape buffer areas. (See Landscaping, Section J of this report)

Response: *The landscape buffers have been added.*

10. Please explain what processing activities are proposed to occur on-site, what impacts to adjacent land uses may be anticipated, and what measures are proposed to buffer adjacent land uses pursuant to Section 3.80., LDR, Martin County, Fla. (2016).

Response: *There is no processing or sorting; however, a location has been added to the plans for interim use for any potential stockpile that the client MAY use in the future. There are no anticipated impacts due to the size of the site and location of the interim use area so far from surrounding lots. The location of said interim use is adjacent to Green Farm Road and I-95. Currently, materials are delivered to the site via box truck or dump truck, and placed at the edge of water, then pushed into place.*

11. Please show the designated off-street parking areas proposed for the employees anticipated to be performing the processing and filling operations on-site.

Response: *Employee parking is shown. Please note: it is stabilized parking only, as has been the situation for years. No construction is proposed. Also, there is no public access so no accessible parking or route is proposed.*

Item #7:

Other Agency Permits

The applicant has chosen Option 1 for submittal of other agency permits for consistency review. Pursuant to Section 62-701.720 (15), Clean debris may be used as fill or raw material in any area, including waters of the State, subject to receipt of an environmental resource permit from the Department where applicable. Please submit the FDEP authorization and other agency authorizations as identified in Section V of this report.

Response: *Acknowledged; the only permit required is an FDEP ERP and it is forthcoming.*

Item #8:

Financial Disclosure

Please submit a revised disclosure affidavit with a legal description that includes the entire property that is the subject of this application. The only legal description that should omit any area proposed for dedication is the one required to be submitted for use as Exhibit A to the final development order, which must be consistent with any final dedication approved for acceptance by the County.

Response: *Acknowledged; the affidavit is attached with a revised legal description.*

Additional Information:

Information #1:

The development order shall be conditioned as follows:

1. An annual progress report shall be submitted to the PDS within 30 days of the anniversary date of the permit for all mining permits that have a duration of more than one year. The report shall be prepared by a Florida registered engineer, shall demonstrate that the permit criteria have been met to date and that the project is in compliance with all other applicable

permits. The annual progress report shall include record ("as-built") drawings of all work done to the date of the report. MARTIN COUNTY, FLA., LDR SECTION 4.349. (2001).

Response: Acknowledged

2. A three-year performance bond/security is required to ensure that restoration of the excavation and/or fill or mining site shall be completed, including items such as, but not limited to, general clean-up, grading, and revegetation of the lake banks, littoral zones and upland transition zone. The amount of the security shall be approved by the County Engineer, and shall be based on 110 percent of a cost estimate prepared by a Florida registered engineer for the general clean-up, grading, and site restoration including the required littoral zone and upland plantings by an environmental professional. MARTIN COUNTY, FLA., LDR SECTION 4.350. (2001).

Response: Acknowledged

3. Within 30 days of the completion of the excavation and/or filling or mining, a Florida registered professional engineer, a Florida registered professional surveyor and mapper, or a Florida registered professional landscape architect shall certify that the excavation was constructed in substantial conformance with the plans and specifications approved by the county. A certification statement must also appear on the certification report. MARTIN COUNTY, FLA., LDR SECTION 4.351. (2001).

Response: Acknowledged

4. All disturbed mining/excavation areas shall be reclaimed, and reclamation shall begin immediately following excavation or each phase of excavation, whichever occurs first. All disturbed and reclaimed areas shall be planted or seeded with a permanent native ground cover to reduce the loss of topsoil due to water and wind erosion, to prevent the establishment of prohibited plant species and to provide adequate growing conditions for reclamation planting requirements. MARTIN COUNTY, FLA., LDR SECTION 4.348.C. (2001).

Response: Acknowledged

5. A hauling operation report and payment of associated hauling fees shall be submitted quarterly to the County Public Works department. MARTIN COUNTY, FLA., LDR SECTION 4.343.C. (2001) See also Section M, Public Works.

Response: Acknowledged that a hauling report is required. However, it should be noted that all materials are being hauled to this site, nothing is leaving the site. It is our understanding that hauling fees are based on materials leaving a site.

6. The owner shall submit a statement, sealed by a qualified professional engineer licensed in the State of Florida, that an inspection has been completed and that the wireless telecommunications tower has not been structurally compromised every 5 years, or within 90 days following a catastrophic act of nature or other emergency that may affect the structural integrity of the tower. Based upon the last permit issuance in 2013, the next certification of structural integrity shall be submitted by the owner in 2018. MARTIN COUNTY, FLA. LDR SECTION 4.802. (2005)

Response: The wireless telecommunications tower is not located on this site; therefore, this requirement is not applicable.

Information #2:

No land clearing is authorized prior to the mandatory pre-construction meeting for the project. Property corners and preservation areas shall be located by a licensed land surveyor and clearly marked in the field prior to the pre-construction meeting. Authorization for clearing to install erosion control devices and preserve barricades will be granted at the pre-construction meeting. No additional land clearing shall commence until a satisfactory inspection of the required control structures and barricades has been obtained. Authorization for the relocation of gopher tortoises within the development, as provided for on state agency permits, may be granted by the Growth Management Department upon review of required permit materials. MARTIN COUNTY, FLA., LDR SECTION 4.3.7. (2016)

Acknowledged; however, it should be noted that the property owner is currently working in the northern portion of the site in accordance with the current Stipulation.

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

Commercial Design

The proposed project is not located within the General Commercial, Limited Commercial, Commercial Office/Residential or Waterfront Commercial Future Land Use Designations. Therefore, the Commercial Design reviewer was not required to review this application. MARTIN COUNTY, FLA., SECTION 4.871.B. (2016)

Response: Agree

Community Redevelopment Area

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

Response: Agree

I. Determination of compliance with the property management requirements – Public Works Department

Unresolved Issues:

Item #1:

Title Commitment

The Applicant has provided a Title Commitment for the property to be conveyed to Martin County. However, the following issues need to be resolved:

The amount of the insurance should be \$31,000.00

Response: This item is complete. Please refer to updated Title Commitment Report.

The legal description needs to be corrected as indicated under Survey and Sketch and Legal below and should be provided to the Title Company to update the commitment.

Response: This item is complete. Please refer to updated Title Commitment Report.

Schedule B- I

Please Note: Along with Partial Releases of Mortgage as listed in Schedule B-I #7 and #8, the Applicant is required to obtain a Partial Release of the Stipulation and Agreed Final Order with Martin County recorded in OR Book 2896, Page 2800 and Compliance with Paragraph 5 of the Waiver and Deferred Payment Agreement with Imposition of Lien recorded in OR

Book 2899, Page 775. Please work with the Martin County Attorney's Office to obtain the required documents.

Response: *The satisfaction of mortgage in B-I #7 has been recorded, therefore that requirement has been deleted. As to B-I # 8, the partial release of mortgage from Paradise Bank will be done at time of actual transfer. We will work with Martin County Attorney's office re the partial release of the Stipulation and Agreed Final Order in B-I # 9. The applicant will pay the necessary fee to Southern States Land and Timber at the time of transfer per the Agreement shown in B-I #10.*

Schedule B-II

#6 Southern States Land & Timber Corporation - A Release will be needed for the Waiver and Deferred Payment Agreement (with Imposition of Lien) recorded in Official Records Book 2899, Page 775.

Response: *As explained at the staff meeting, this cannot be released completely. The way this works is that a Waiver and Deferred Payment Agreement was entered into between Southern States and Applicant (CLM). Per this agreement, Southern States already waived and released their surface rights to enter on, over or across the land re mineral rights. Per that agreement, whenever CLM (or its successors) transfers all or a piece of the subject property it must pay a certain fee to Southern States. The fee is due on each transfer. CLM will pay the fee (\$1,663.50) as referenced in the Schedule B-I #10 above. The agreement runs with the land. So, if after owning the parcel, Martin County wishes to convey it to a third party, then a new fee would be due. (At such time, Martin County could negotiate with any transferee to require the transferee to pay). The fee is calculated as either \$150 times the number of acres conveyed or 1% of the consideration, whichever is more. So, if Martin County subsequently transferred the whole parcel of land, the fee would likely be the same \$1,663.50 based on the acreage calculation. It would only be more if Martin County received consideration in excess of \$166,350.00 for the land if and when it transferred such land.*

#10 The Tower is not located on this property. Therefore, this item should be deleted as a title exception.

Response: *This item has been deleted. Please refer to updated Title Commitment Report.*

#13 & #16 The property being conveyed must be released from the Unities of Title listed in these paragraphs.

Response: *Paragraph 13 has been amended to remove the 2002 Unity of Title. The 2017 Unity of Title in paragraph 13 is the one required by Martin County as part of the current Stipulation and Agreed Final Order with Martin County. A release of that Unity of Title will be requested at the appropriate time. The Unity of Title in paragraph 16 has been deleted as it was released by the 2017 new Unity of Title referenced herein.*

#14 Access Easement Agreement dated June 7, 2004 and recorded in Official Records Book 1906, Page 1336 has been terminated. This should be deleted. The Agreement to Terminate Existing Easement and to Grant New Access Easement should also be deleted because it is not on the property being conveyed to Martin County.

Response: *This item has been deleted. Please refer to updated Title Commitment Report.*

#17 The Mutual Quit Claim Access Easement recorded in Official Records Book 2412, Page 2120 does not appear to be on the property being conveyed to Martin County and should therefore be deleted.

Response: *This item cannot totally be deleted. Per the surveyor, items 2, 3 & 4 of ORB 2412, page 2120 states that this is an ingress – egress easement and is successors bound. So, while the easement does not lie upon the property, it affects the property in that it gives right of use to the property for access. More importantly, the title underwriter states that paragraph 5 contains a maintenance cost obligation that runs with the land. The parties obligated are the owners and successor owners of Parcel A or the ACEP Property. If the subject property includes either of those, our insured will have a potential financial obligation to pay to improve/maintain the access road so it should remain as an exception. As Martin County would be deemed a successor owner of a portion of the affected land, the underwriter did not feel comfortable deleting the entire exception. There is nothing in the subject document differentiating or excluding a successor of only a portion of the land. However, the underwriter did agree to amend the exception to just refer to the potential improvement/maintenance costs in paragraph 5.*

Item #2:

Survey and Sketch and Legal

The Survey and sketch and legal description provided by the Applicant have been reviewed by the County Surveying Division. The following corrections need to be made:

The legal description does not close.

Response: *This was a rounding error, the description closes. See attached closure report.*

The Polo Plat was vacated and should not be referenced on the survey or sketch and legal description.

Response: *References to the Polo Plat have been removed.*

The correct legal description should be provided to the Title Company.

Response: *The corrected legal description was provided to the title company and the updated Title Commitment Report, sketch and legal, and certified survey are attached.*

Item #3:

Phase I Environmental Site Assessment

The Phase I Environmental Site Assessment indicates that the property was only inspected through a “Windshield Inspection”. The County’s Ecosystem Restoration and Management Division performed a site inspection and found tires within the property. These tires and any other hazardous materials found within the site need to be cleaned up.

Response: *With all due respect, that is not what the report says. It states: Aspen Environmental performed a Site reconnaissance to obtain information indicating the likelihood of recognized environmental conditions in connection with the Site. Observations made during the Site reconnaissance are presented below. Aspen Environmental also performed a windshield survey of properties surrounding the Site and the general area. Observations made during the windshield survey are incorporated into area descriptions provided in this Report. The Site reconnaissance and windshield survey were conducted on September 27, 2017 by Jodi Beck of Aspen Environmental.*

After a full inspection of the property, the Phase I Environmental report needs be amended to state that there was a full inspection and the report must state there are “No Recognized Environmental Conditions” in accordance with the current standards of the American Society for Testing Materials (ASTM15271) or recommend a Phase II Environmental. The report must be dated within 180 days of submission, or include a current updated letter from the ESA firm.

Response: A thorough inspection of the site was conducted, as well as a "windshield survey" of the surrounding properties. This is in accordance with ASTM standards. The following statement is listed in the report under the conclusions section: This assessment has revealed no recognized environmental conditions in connection with the subject property. Additional detail is presented below.

The report or update letter must include a statement that "Martin County can rely on the results of the report".

Response: The following statement is listed under the limitations section in the report: Martin County, a political subdivision of the State of Florida, may also rely on this report.

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

Environmental

Unresolved Issues:

Item#1:

PAMP Compliance

The compliance report prepared by Aspen Environmental Consulting states that exotic removal is required in order to bring the preserve area into compliance with the PAMP. The applicant cover letter states exotic removal maintenance is underway. Please call Shawn McCarthy, the environmental reviewer, to schedule an inspection once exotic maintenance is complete.

Acknowledged. The exotics have been removed and the site has received a passing inspection by Mr. McCarthy.

Landscape

Unresolved Issues:

Item #1:

Standard Application Requirements

The deficiencies noted in this section need to be addressed by the applicant with revised plans and documentation. To ensure a successful review, the following shall be provided with your resubmittal information:

Revision dates/notes on all affected plans.

Plans should be provided with "call-out" revision clouds/notes to identify areas that have been modified from the original submittal.

A summary of changes that are provided with your resubmittal information, the staff report may be used as a template for your responses. It is important that you be specific as to what has been changed and where the changes may be found in the resubmitted materials. Resubmittal comments provided to address deficiencies such as "see the revised plans" should be replaced with more specific language such as "refer to the revised 30' dimension to the NE buffer provided on sheet 3/4 and revised landscape note 3 on sheet 2/4".

A landscape plan is required with this application. The landscape plans must be prepared and sealed by a registered landscape architect and include all information required for submittal as specified in Section 4.662.A, LDR. Indicate the location and type of all the following, both existing and proposed:

- a. Property boundaries, land use, rights-of-way and easements.

- b. On-site and abutting land use features, including adjacent sidewalks, existing vegetation, natural features and site improvements within 50 feet of the property.
- c. Buildings, structures, paving, and adjacent buildings within 50 feet of the property.
- d. All overhead, above and underground utilities, including septic tanks, drainfields and RPZ valves.
- e. Off-street parking, access aisles, driveways and other vehicular use areas.
- f. Surface water bodies and wellfields.
- g. Plant installation methods and irrigation sources.
- h. Ditches, swales, stormwater treatment structures or slopes exceeding 3V:1H in any proposed landscape areas.

Remedy/Suggestion/Clarification:

Provide location and layout of all access, dewatering impoundments, landscape buffers, and other improvements or structures. The boundary survey indicates the Phase 1 parcel encompasses 58.85 acres, plans show the limits of construction to include 40.16 acres, please explain the variation. What use is proposed for the approximate 27.5 acres of land north of Phase 1? And for the other lands on the east and west between lake and preserved trees/silt fence?

Response: Access to the site is shown. There is no dewatering impoundments – the property is being filled in the wet. All buffers and setbacks are now shown (landscape, building, and excavation). All existing structures are shown. No new structures are proposed. Existing stockpiles are shown. The septic, well, and parking are also shown. There are no slopes exceeding 3:1 proposed. The Phase 1 boundary has been revised per our staff workshop to include the buildings / workshop area. Phase 1 follows the boundary survey for ease of sketch/ legal. No trees are proposed to be removed. Areas of no impact are clearly documented on the Master and Final Site Plan as well as the Clearing Plan.

The site plan limits for Phase 1 do not extend to the TOB shown on the construction plans, is this area to be left as open water? What is proposed to restore these areas? The cross-sections indicate the bottom of the existing lake is at elevation 7.53 but the topographic survey indicates the existing is at approximately elevation 2.8, please explain.

Response: We acknowledge that the sections did not match the current bottom elevation of the lake. The intent of this application was to continue where the Stipulation requirements left off, and filling to the max approved lake depth of 7.53 is a part of the stipulation. However, per County request we have revised the plan to reflect the existing lake banks and depths. Please see the revised plan showing the existing banks and lake depths.

Item #2:

Landscape Tabular Data

Landscape plans shall include a table which lists the gross and net acreage, acreage of development and preservation areas, number of trees and tree clusters to be protected within the developed area and within perimeter areas, and square footage of vehicular use areas (Ref. Section 4.662.A.10, LDR). Interior and perimeter vehicular use areas should be quantified separately in the table. Tabular data shall also indicate a calculation of the minimum total number of trees and shrubs required to be planted based upon the proposed developed area and separately based upon quantities required to meet the vehicular use area planting requirements and any required bufferyard requirements.

Please also include the following:

- a. Document compliance with the requirement that twenty (20) percent of the total developed area shall be landscaped.
- b. Identify each species intended to meet the required trees, shrubs, and ground cover separately in the tabular data. Tabular data shall also indicate calculations of the minimum total number of trees and shrubs to be planted based upon the proposed developed area and separately based upon quantities required to meet vehicular use planting requirements and bufferyard requirements.
- c. Identify proposed FL native plant species in the Landscape Tabular Data and demonstrate that at least 75% of required trees and shrubs, and at least 50% of required groundcover species provided are native.

Service function areas including solid waste collection and mechanical equipment requiring screening shall be summarized in a table to identify equipment and the type of screening proposed.

Remedy/Suggestion/Clarification:

The 800,000 sq ft area shown on the plans to be restored requires installation of 320 trees to meet the 1 tree per 2500 sq. ft of site area required for commercial development; only 154 trees have been proposed. What methods are being proposed to restore the remainder of the site; per the formula approximately 700 additional trees shall be required.

Response: The total proposed and existing trees exceed 320 trees.

Item #3:

Landscape Bufferyard Requirements

Landscaped bufferyards shall be required between differing land uses and along certain transportation corridors. It is the intent of the code to encourage the preservation of existing vegetation for use in buffers as opposed to clearing and replanting designed landscapes.

[Section 4.663.B., LDR]

Remedy/Suggestion/Clarification:

Are the existing trees between the lake and the adjacent residential use to be protected in a dedicated landscape area? At a minimum a 10 ft width dedicated perimeter buffer should be provided.

Response: The required landscape bufferyards have been added to the plans. All of the existing trees between the lake and the ag ranchettes to the west are intended to remain. This area has been shown as undisturbed on all plans.

Item #4:

Landscape Native Tree Protect& Survey

A tree survey is required to identify specific native trees required to be protected from development [Section 4.666, LDR]. Please note that trees in proposed preservation areas, palm trees and non-native species need not be identified on this survey. Existing native vegetation shall be retained to act as buffers between adjacent land uses, and to minimize nuisance dust noise and air pollution during construction. The following information shall be provided for trees in the developed area:

1. A tree survey including approximate position of protected trees, protected tree clusters, landscaping and other vegetation to be preserved or removed. Trees required to be protected include any hardwood native tree having a diameter of eight inches DBH or

greater throughout the developed site. Within the perimeter area, protected trees include any native hardwood tree four (4) inches DBH or greater, or any native softwood tree including pine trees (8) inches DBH or greater. Clearly identify the specific tree species required to be protected on the survey; these trees should be flagged in the field for staff verification.

2. The development activity shall preserve at least ten percent of the total number of protected trees on the site unless it can be shown that the property would be precluded of reasonable use if the trees are not removed.
3. Please provide a justification statement for the proposed removal of any identified protected trees. Specific conditions and criteria providing for protected tree removal may be found in Section 4.666.C., LDR.
4. As a condition of the issuance of a permit for removal of a protected tree, a satisfactory plan shall be presented by the applicant for the successful replacement of trees to be removed, based on the schedule found in Section 4.666.D., LDRs. Such schedule may be offset by the tree preservation schedule, for protected trees to be retained on site, as found in Section 4.664.F., LDRs.

Remedy/Suggestion/Clarification:

A tree survey has been provided, however there is no summary table to indicate tree disposition; trees should be numbered, and listed in a table with species, size, status, removal, and replacement tree credits denoted.

Response: All of the existing trees on the site are to remain. We acknowledge that the previous submittal reflected a couple of tree impacts on the clearing, grading and erosion control plan; however, it has been revised to reflect preservation of all existing trees. The trees are now numbered, and a summary included on the landscape plan.

Item #5:

Landscape Material Standards-Trees

Please demonstrate compliance with the following requirements for proposed trees (Section 4.664.B., LDR):

- a. All required trees shall have a minimum height of ten feet and one defined vertical stem with a minimum diameter of two inches caliper at the time of planting.
- b. Planted trees must be a species with an average mature crown spread of at least 15 feet, or they must be grouped so as to create a crown spread of 15 feet.
- c. Tree species and placement shall be selected so as to minimize conflicts with existing or proposed utilities.
- d. Not more than 30 percent of all required trees shall be palms. Where used, two palms or three sabal palms shall constitute one required tree.
- e. When more than ten trees are required to be planted to meet the requirements of this section 4.664, a mix of species shall be provided. The number of species to be planted shall vary according to the overall number of trees required to be planted.

Remedy/Suggestion/Clarification:

- a. Trees specified do not meet minimum standards of 10 ft. minimum height.
- e. Greater than a quantity of 41 trees requires that a minimum of 5 species be utilized.

Review plant list and quantities of trees required. Please specify that the slash pine be the variety 'densa'.

Response: *Tree species have been added and trees are specified at 10 ft minimum.*

Item #6:

Landscape Irrigation

The plan shall identify the irrigation source for the plant material, also please affirm if an irrigation system is to be provided for the proposed landscaping on the plans.

Irrigation systems are not required; however, all required plantings must remain viable, healthy, neat and orderly in appearance. If an irrigation system is to be installed, irrigation plans shall be submitted with the certificate of completion prepared by a landscape architect prior to Certification of Occupancy is granted. The landscape architect, licensed plumbing contractor or licensed irrigation sprinkling contractor shall certify that irrigation plans shall meet or exceed the minimum compliance regulations set forth within the Standards and Specifications for Turf and Landscape Irrigation Systems published by the Florida Irrigation Society as amended.

If an irrigation system is not proposed, the plans shall describe how to provide adequate irrigation of landscaped areas for the first full growing season and continue thereafter only as necessary to maintain required vegetation in good and healthy condition. (Sec 4.663.D, LDR)

The applicant may consider providing an irrigation plan during the development review process to assist in expediting the C.O. of proposed development, post approval. Irrigation Plans shall provide the required information as cited in Section 4.662.B. and 4.663.D, LDR.

Remedy/Suggestion/Clarification:

Landscape plan indicates that a fully automatic irrigation system is to provide 100% coverage and shall utilize a rain sensor over-ride device and bubblers at each tree. Please clarify if this is the intent and what means shall provide power since the project narrative indicates that there shall be no utilities.

Response: *The project narrative of no utilities was meant as no potable water or central sewer system. The site has power. The source of irrigation for Phase 1 shall be the remaining lake that has yet to be filled. Irrigation shall only be provided until landscape is established. The intent is to return the property to improved pasture, which are not irrigated.*

Item #7:

Landscape Protection And Maintenance

Please add the following notes regarding landscape maintenance to the plans provided [Section 4.665, LDR]:

Protection of required landscaping.

1. Encroachment into required bufferyards and landscaped areas by vehicles, boats, mobile homes or trailers shall not be permitted, and required landscaped areas shall not be used for the storage or sale of materials or products or the parking of vehicles and equipment.

Maintenance of required landscaping.

1. Required landscaping shall be maintained so as to at all times present a healthy, neat and orderly appearance, free of refuse and debris. If vegetation which is required to be planted dies it shall be replaced with equivalent vegetation. All trees for which credit was awarded and which subsequently die, shall be replaced by the requisite number of living trees according to the standards established in the Martin County Landscape Code.
2. All landscaping shall be maintained free from disease, pests, weeds and litter. Maintenance shall include weeding, watering, fertilizing, pruning, mowing, edging, mulching or other maintenance, as needed and in accordance with acceptable horticultural practices. Perpetual maintenance shall be provided to prohibit the reestablishment of harmful exotic species within landscaping and preservation areas.
3. Regular landscape maintenance shall be provided for repair or replacement, where necessary, of any screening or buffering required as shown on this plan. Regular landscape maintenance shall be provided for the repair or replacement of required walls, fences or structures to a structurally sound condition as shown on this plan.

Remedy/Suggestion/Clarification:

Add required notes.

Response: *Acknowledged – the notes have been added to the landscape plan.*

Item #8:

Alternative Compliance

An applicant may submit a landscape plan which varies from the strict application of the requirements of this division in order to accommodate unique site features or utilize innovative design. An alternative compliance landscape plan shall be approved only upon a finding that it fulfills the purpose and intent of this division as well as or more effectively than would adherence to the strict requirements of this division.

Remedy/Suggestion/Clarification:

The alternative compliance statement does not address criteria for evaluation as outlined in the code section. Instead it seems to try to negate that landscape requirements apply. Below are responses.

1. Statement says that Agricultural use is exempt from the code. The existing use and proposed use are not bona fide agricultural use as defined in / Article 4 Division 8 Section 4.342.F. Section 4.661.B.4 of the landscape code only exempts agricultural use, the proposed use is industrial.

Response - the proposed use is not industrial. The existing use is industrial (mine); but the proposed use is Improved Pasture for purposes of cattle (raising of animals).

2. Statement says there is no existing code for returning a developed site back to agricultural use. Article 4 Division 8 Section 4.348.C requires that *All disturbed and reclaimed areas shall be planted or seeded with a permanent native ground cover to reduce the loss of topsoil due to water and wind erosion, to prevent the establishment of prohibited plant species and to provide adequate growing conditions for reclamation planting requirements.*

Response – This section of code is under Sec. 4.348. - Excavation standards. We are not proposing excavation. We are filling an existing lake and returning it to Improved Pasture. The only section of code that addresses fill is:

Sec. 4.347.E.Stabilization. Areas to be filled shall be contained to prevent runoff and degradation of buffer zone vegetation within a minimum of 24 hours prior to the filling and shall be stabilized with sod or other suitable method within 30 days of vegetation removal or fill placement.

The statement also describes pasture as being native, please explain. The landscape code defines as Native: *A species that occurred in Florida at the time of European contact or 1500s or as identified as a native plant in the Guide to the Vascular Plants of Florida by R. Wunderlin and B. Hansen.*

Response – The statement was meant as we are returning the property to its condition prior the mine – Improved Pasture.

3. Statement re-iterates assertion that there is no code and that historic aerial from 1994 is used as basis for the landscape plan. The proposed project is subject to Article 10 requirements which include a landscape plan.

Response - The only section of code that addresses fill is

Sec. 4.347.E.Stabilization. Areas to be filled shall be contained to prevent runoff and degradation of buffer zone vegetation within a minimum of 24 hours prior to the filling and shall be stabilized with sod or other suitable method within 30 days of vegetation removal or fill placement.

We understand the need for a landscape plan – which we included with the submittal. The aerials were provided to document the historic condition of the property in which we are attempting to return it to – improved pasture.

4. The statement says that the proposed alternative is equal or superior to the intent of the landscape code because it will be 100% green and pervious.

The landscape code Sec. 4.661. General requirements. 4.661.A. *Purpose and intent.* The purpose and intent of this division is to promote the health, safety and welfare of existing and future residents by establishing minimum standards for the installation and continued maintenance of landscaping and buffering without inhibiting creative landscape design.

This division requires specific water conservation measures including the preservation of native vegetation for landscaping purposes where applicable to minimize water use, conserve energy, limit nutrient loading to surface waters, and provide mature vegetation for aesthetics, shade and wildlife habitat. The specific objectives of these regulations are to: preserve and protect existing vegetation; promote water conservation and encourage greater use of native cold-tolerant and drought-tolerant landscape material; reduce heat and glare; provide temperature control; to improve the appearance of developed areas; enhance the value and appearance of local properties by more effectively buffering land uses; reduce air and noise pollution; improve the aesthetic appearance of all development by requiring sustainable landscaping and buffering that harmonizes and enhances the natural and built environment; and to reduce or minimize potential nuisances between land uses. Being 100% green and permeable does not demonstrate compliance, Brazilian pepper forests are green and permeable.... Native trees, shrubs, and groundcovers provide far superior benefit for wildlife, stormwater management, microclimate modification, and aesthetics.

Response – We are preserving all of the existing native trees on the site, most of which are along the western property line, adjacent to the mostly undeveloped Ag Ranchette

lots in Martin Arbors, therefore meeting the "protect existing vegetation". We are returning the property to improved pasture which requires minimal fertilizers or irrigation once established, meeting the "water conservation" and "drought tolerant". We do not understand the reference to Brazilian Peppers - no planting of Brazilian Peppers or other exotics is proposed. Being 100% green, preserving all native trees on the site, and having open improved pasture does indeed meet the description.

5. Statement says alternative will enhance the neighboring areas. Please explain how.

Response: It is acknowledged that the current use is a mine. Filled, and returned to improved pasture, the neighbors will have cows rather than dump trucks as neighbors. To us, cows are a vast improvement. However, looking at it from the standpoint of once the lake is back into compliance (stipulation has been completed), a lake or cows is equivalent.

Item #9:

Turfgrass And Groundcover

Please provide that the ground area within required landscaped areas which is not dedicated to trees, vegetation or landscape barriers shall be appropriately landscaped and present a finished appearance and reasonably complete coverage upon planting, in accordance with the following (ref. Section 4.664.E., LDR):

- a. Ground covers shall be spaced so as to present a finished appearance and complete coverage within six months after planting. Ground covers required by this division shall consist of at least 50 percent native species.
- b. Organic mulch shall be temporarily applied to areas not immediately covered by ground cover. Mulch may be used as a permanent ground treatment in landscape designs where ground cover or grass is inappropriate. Where mulch is permanently installed, it shall be renewed and maintained as required. Cypress mulch is prohibited.

Remedy/Suggestion/Clarification:

Landscape plans only specify minimal plantings of trees and shrubs and do not specify ground treatment or stabilization methods to be employed. What plantings are proposed to provide coverage by desirable vegetation? What restoration for other site areas. Plans state that there are scattered natives throughout the site and seems to be implying that natural recruitment will suffice. Staff disagrees. Provide additional details regarding proposed restoration.

Response: Ground cover has been revised to include Bahia pasture grass.

Item #10:

Additional Landscape Condition

Cross-section indicates that only 2 feet of fill is to be placed over the buried construction debris. This is not sufficient depth of soil to provide for establishment of trees. Provide specifications for the proposed fill and cover.

Response: This cross section was agreed to and approved under the recorded Stipulation.

K. Determination of compliance with transportation requirements - Public Works Department

Findings of Compliance:

The Traffic Division of the Public Works Department finds this application in compliance.

Compliance with Adequate Public Facilities Ordinance:

Staff has reviewed the Traffic Statement prepared by The MilCor Group Inc., dated February 2018. The MilCor Group Inc. stated that the site's maximum impact was assumed to be 18 directional trips during the peak hour. Staff finds that SR-714 is the recipient of a majority of the generated trips. The generalized service capacity of SR-714 where the site connects is 2000. The project impact is 0.9% of the maximum volume of that roadway.

This application satisfies the Adequate Public Facilities Standard; it has a De Minimis impact (an impact that would not affect more than one percent of the maximum volume at the adopted level of service of the accepted road facility) (Article 5, Division 1, Section 5.3).

Response: Acknowledged; however, the Phase 1 area has changed based on County request to match existing conditions, and not pick up where the Stipulation leaves off. With more area to fill, there are more trucks; therefore, we have provided an updated TIA.

L. Determination of compliance with county surveyor - Public Works Department

The applicant has provided a certified boundary and topographic survey for the proposed development, pursuant to Section 10.1.F., LDR, Martin County, Fla. (2016). Therefore, the Public Works Department was not required to review this application for consistency with the Martin County Codes for survey requirements contained in Article 4, LDR, Martin County, Fla. (2016).

Response: Acknowledged.

M. Determination of compliance with engineering, storm water and flood management requirements - Public Works Department

Unresolved Issues:

Item#1:

Construction Plans

1. Expand the limits of Phase 1 fill placement area to include the area of the existing lake up to the existing top of bank. Include an additional cross section of that area.

Response: Acknowledged, the fill placement area has been revised and an additional cross-section has been added.

2. Revise the cross sections to accurately reflect the limits of the existing lake. Per the Boundary and Topographic Survey provided, the bottom of the lake extends to depths of -1.0' NAVD in some areas. If fill was added as part of the Stipulated Agreement compliance, provide a revised topographic survey to reflect the current condition of the lake.

Response: Acknowledged. The plan has been revised to reflect the existing conditions as of submittal of this application rather than the conditions at completion of the Stipulation. The cross-sections and lake fill area have been revised to reflect the existing banks and lake bottom elevations at the time of submittal of this application.

3. The existing bottom elevation shown in the cross sections on sheet is inconsistent with the existing elevations shown on the plan view on Sheet 2. Revise accordingly.

Response: Acknowledged, the cross-sections have been revised.

4. Provide the proposed finished grade on the cross sections. Provide overall width dimension on the cross sections. Cross sections should be at 200-foot intervals and show

the areas and volume of various fill material needed. Provide additional cross sections to cover the Phase 1 limits.

Response: Acknowledged, the cross-sections have been revised.

5. Revise the Connection to Phase 2 section and Ultimate Section to reflect the proposed 2-feet of clear dirt and 6-inches of top soil as described in Note #4 on sheet 2.

Response: The section has been updated to reflect the top soil and clean dirt.

6. It appears Note #5 under the Operational Specifications was carried over from the Stipulated Agreement plan. Remove the note since the lake is proposed to be filled to 30.0' NAVD.

Response: Acknowledged. The note has been removed.

7. The limits of the 10-foot Aggressive Equestrian Trail are unclear. Provide a detail view of the northeast corner of the property to clearly show the proposed limits and location.

Response: The equestrian trail is proposed as the County's "Aggressive" trail, meaning surfaces are natural as circled on the site and construction plans. It is to be located 1-foot into the County right of way, as is typical with sidewalk or equestrian trail. No construction is proposed. The linework for the trail has been made heavier for clarity of location, and a section has been added to the construction plans.

8. Provide detailed calculations on how 817,193 cubic yards of fill material was determined.

Response: See attached sections / calculation and the project narrative. Please note that the volume was revised to reflect the project as of the most recent survey, rather than at completion of the Stipulation, per County request.

9. The limits of construction for Phase 1 extend significantly past the Phase 1 limits. Provide details for what is proposed between the phase 1 limits and the limits of construction. If stock pile areas are proposed, show the location on the Revised Final Site Plan and Construction Plans.

Response: The Phase 1 limits have been revised and the limits of construction have been eliminated, per discussion at the Staff Workshop. There are areas where nothing is to be disturbed, which has been clearly identified on the Site Plans and Construction Plans.

10. Provide a note on the plans that addresses the following Land Development Regulation found in Section 4.347.A of Division 8: *Fill material for any loadbearing purpose shall be free of roots, boards, organic matter, and other debris which may adversely affect the loadbearing capacity. In order to be used for purposes other than loadbearing, fill containing muck, peat, clay, unstable soils, organic matter, trash, liquid or solid wastes, or any form of debris that is subject to consolidation, disintegration, erosion, or encourages the presence of insects, termites or vermin will require the approval of the County Engineer.*

Response: Although we are not proposing any loadbearing areas, rather just improved pasture, the note has been added.

11. Provide a detailed cost estimate for the restoration performance security as described in the Development Order requirement below.

Response: See attached detailed cost estimate. Please note that the County currently holds a bond for the littoral plantings. As each phase of filling is completed, the applicant wishes to release that portion of the littoral bond.

Additional Information:

Information #1:

Development Order Requirement

A three-year performance bond/security is required to ensure that restoration of the excavation and/or fill or mining site shall be completed, including items such as, but not limited to, general clean-up, grading, and revegetation of the lake banks, littoral zones and upland transition zone. The amount of the security shall be approved by the County Engineer, and shall be based on 110 percent of a cost estimate prepared by a Florida registered engineer for the general clean-up, grading, and site restoration including the required littoral zone and upland plantings by an environmental professional. The guarantees for phased projects may be bonded separately.

Response: Acknowledged

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

Addressing

Findings of Compliance:

The application has been reviewed for compliance with Division 17, Addressing, of the Martin County Land Development Regulations. Staff finds that the proposed site plan/ plat complies with applicable addressing regulations. The street name SW Green Farms Ln is existing and meets all addressing LDRs. An address will be assigned to this property upon approval of this site plan application in accordance with Section 4.770.D., Land Development Regulations, Martin County Fla. ([2014]).

Response: Acknowledged.

Electronic File Submittal

Findings of Compliance:

The Information Services Department staff has reviewed the electronic file submittal and finds it in compliance with the applicable county requirements.

Both AutoCAD site plan and boundary survey were received and found to be in compliance with Section 10.2.B.5, Land Development Regulations, Martin County, Fla. ([2016])

Both AutoCAD site plan and boundary survey were in State Plane coordinates and found to be in compliance with Section 10.2.B.5, Land Development Regulations, Martin County, Fla. ([2016])

The AutoCAD boundary survey was received and found to be in compliance with Section 10.2.B.5, Land Development Regulations, Martin County, Fla. ([2016])

Response: Acknowledged; please note that revised files are included with this resubmittal.

O. Determination of compliance with utilities requirements - Utilities Department

Water and Wastewater Service

Findings of Compliance:

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

Response: Acknowledged.

Wellfield and Groundwater Protection

Findings of Compliance:

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

Response: Acknowledged.

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

Fire Prevention

Findings of Compliance:

The Fire Prevention Bureau finds this submittal to be in compliance with the applicable provisions governing construction and life safety standards. This occupancy shall comply with all applicable provisions of governing codes whether implied or not in this review, in addition to all previous requirements of prior reviews.

Additional Information:

Information #1:

New and existing buildings shall have approved address numbers placed in a position to be plainly legible and visible from the street or road fronting the property. [NFPA 1, 10.12.1.1] Martin County requires a minimum of 6 inch numbers visible from the road and contrasting from the structure.

The address will be required to be posted at the main entrance for emergency vehicle response.

Response: Acknowledged.

Information #2:

The AHJ shall have the authority to:

Require fire department access be provided to gated subdivisions or developments through the use of an approved device or system [NFPA 1, Chapter 18, Section 2.2.2].

Requires an access box(es) to be installed in an accessible location where access to or within a structure or area is difficult because of security. [NFPA 1, Chapter 18, Section 2.2.1].

Martin County Fire Rescue utilizes and required the Knox access system. You may contact www.knoxbox.com to order the Knox system.

A Knox padlock will be required for fire rescue access if a gate system is going to be utilized. Details are available at www.knoxbox.com.

Response: Acknowledged.

Emergency Management

The applicant has indicated that residential use is not proposed as part of this project. Therefore, the Emergency Management Department was not required to review this application for hurricane preparedness requirements.

Response: Acknowledged.

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

Findings of Compliance:

The General Services Department staff has reviewed the application and finds it in compliance with the applicable Americans with Disability Act requirements.

Proposed commercial development is not subject to ADA review under Title III of the Americans with Disabilities Act unless providing public access/accommodations.

Response: Acknowledged.

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

Martin County Health Department

Unresolved Issues:

Item #1:

Plans and materials as submitted do not demonstrate compliance with the applicable requirements of the Martin County Land Development Regulations and Comprehensive Growth Management Plan. More detail will be required upon submittal to the state.

Clarification is needed as to the intended use of the existing Limited Use Public Well and the onsite septic system. If the existing well and septic are to be abandoned, permits are required. If they are proposed to be used, an existing septic system approval permit, septic system operating permit and Limited Use well approval are required per 64E-6 FAC 2013 and 64E-8 FAC 2008 respectively. The well was previously classified as a Limited Use Public Well and would need to adhere to said standards of 64E-8.002 FAC 2008 and setbacks per 52-653.400(7) FAC 2012.

If you have any questions please call Todd Reinhold or Nick Clifton with this office at (772) 221-4090.

Response: The existing well and septic have been shown on the attached revised plans. There is no change in use since these were installed. They were originally permitted for the construction trailer at the mine. They are still connected to a trailer at the mine where one employee works during the day. There is also a house (1 bedroom / 1 bath) where one employee (onsite security) resides at night.

Martin County School Board

The applicant has indicated that no residential use is proposed as part of this project.

Therefore, the Martin County School Board was not required to review this application for the purposes of School concurrency evaluation.

Response: Acknowledged.

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

Review Ongoing

Response: Acknowledged.

T-Z: Acknowledged.

Please find the following materials for review:

1. Project Narrative;
2. Revised Affidavit of Interest Disclosure;
3. Signed and sealed Earthwork calculation;
4. Signed and sealed Restoration cost estimate;
5. Overall Legal Description with Parcel ID number;
6. Phase 1 Legal Description with Parcel ID number;
7. Signed and sealed Traffic Impact Analysis;
8. REVISED Land Dedication Package; including:
 - a. Revised signed Title Commitment Report with exceptions backup;
 - b. Survey closure report;
 - c. (2) Original signed and sealed sketch & legal description of the dedication area;
and
 - d. Two (2) Original signed and sealed certified survey with exceptions;
9. Two (2) Signed and Sealed Overall Boundary and Topographic Survey;
10. Two (2) Signed and Sealed Phase 1 Boundary & Tree Survey – the topographic information can be found on the Overall Survey;
11. Two (2) Revised Master Site Plan;
12. Two (2) Phasing Plan;
13. Two (2) Phase 1 Final Site Plan;
14. Two (2) Signed and sealed Phase 1 Engineering Plan; including Erosion Control Plan;
15. Two (2) Phase 1 Landscape Plan; and
16. CD containing AutoCAD File of Surveys and Site Plans and bookmarked pdf of submittal.

Thank you for your time and assistance.

Sincerely,
The MilCor Group, Inc.



Melissa G. Corbett, P.E.
President

Enclosures: as listed

Cc: Jason Pepitone

October 2, 2018

Creative Land Management Development Project Narrative

Location:

The 121.92 acre property is located approximately 1.5 miles south of the I-95/ SW Martin Highway interchange, west of I-95, and lies in Section 30, Township 38 South, Range 40 East in Martin County. The property is zoned A2 (Agricultural) and has a future land use of Agricultural, which is compatible with the existing and proposed use.

Parcel Information:

The property is currently two separate parcels. The lake is entirely on the larger parcel (approx. 100 acres). The existing upland preserve is located on the smaller parcel (approx. 22 acres). A Unity of Title for these two parcels has been recorded in ORB2934 at Page1458, Official Records, Martin County, Florida.

Permitting History:

Originally known as The Martin County Park of Commerce, the property received final development approval in December 1996 by Resolution Number 96-12.2. The approval was for a 25-acre lake (mine), concrete recycling, and composting facility under the name "APS Environmental Associates, Inc. Sand Mine, Concrete Recycling, and Composting Facility".

In March 2002, Master and Final Site Plan approval was granted by Resolution Number 02-3.16 which expanded the lake (mine) to 37.66 acres and eliminated the recycling and composting components. This approval was under the name "APS Environmental Associates, Inc. Sand Mine".

In March 2005, Master/Final Site Plan approval was granted to "APS Environmental Associates Sand Mine II" by Resolution Number 05-3.16. The approval was for expansion of the lake (mine) to 50 acres.

A three-year administrative extension was approved for the mining master/final site plan in February 2011 extending the timetable for completion of the project to February 2014.

The 50-acre lake was over-excavated both vertically and horizontally, creating a lake that was approximately 63.0 acres in size and too deep in spots, resulting in an enforcement case (Case Number 16-0107262), which was addressed via a Stipulation and Agreed Final Order that was executed December 14, 2016, and recorded in the Martin County Official Records Book 2896, Page 2800. The Stipulation allows for 2.0 years to fill the over-excavated 13.0 acres. Annual hauling reports (fill material brought to the site) along with updated topography documenting the areas fill are required to be submitted to Martin County. A bond is currently in place for the lake littoral plantings to be installed once the lake is at its permitted size of 50-acres.

In August 2013, the northern 100-acres was sold to Marandy Properties and is currently under separate development.

In June of 2015, the remaining 122 acres was sold to Creative Land Management, LLC and is the subject of this application.

Office Location & Mailing Address:

10975 SE
Federal Hwy
Hobe Sound
Florida
33455

Phone
772-223-8850
Fax
772-223-8851

Email
marketing@
themilcorgroup.
com

Web
www.
themilcorgroup.
com

Current Request:

This application is intended to pick up where the project currently stands; with the desired outcome to be filling the entire lake. Since Martin County Final Site Plans are only good for 2-years, this request is for Master, Phasing, and Phase 1 Final Site Plans.

1. The Master documents the intent to fill the entire lake
2. The Phasing plan documents that filling of the lake shall be done in three phases which are approximately 28.5, 18.6, and 12.6 acres each. The applicant believes that each phase can be completed within the allowable 2-year timeframe
3. The Phase 1 Final Site Plan delineates the first phase of filling. This plan reflects the project site as it is at the time of the most recent survey.

The fill material is the same source as currently approved via the Stipulation: source separated clean roofing materials and clean concrete from demolition sites the majority of which will come from Martin County Utilities. It will be provided by local contractors via dump trucks and box trucks. The trucks will be limited to a maximum size of 35 yards. A pre-application meeting was previously held on August 17, 2017 to discuss this project.

Another component of this approval is the County's desire for access to their Equestrian Park. This application proposes to provide that access via an 11.09-acre land dedication to Martin County which includes the entire PAMP area. This will require the County assuming the PAMP maintenance responsibilities. Additionally, a new Unity of Title will be required for the 100- acre parcel and the balance of the 22-acre parcel. This will require release of the existing Unity of Title.

Upon approval of this application, the owner will return the property to its native/previous agricultural/pasture state. A bond is currently in place for the lake littoral plantings which will no longer be required. It is the intent of the applicant to request a release of a portion of the bond upon restoration of each phase to its native state.

Operational Parameters

This overall proposed project involves the filling of 3,101,121 cubic yards of reclamation materials (assuming a 30% compaction factor). The project is broken into three phases, with this first and largest phase, Phase 1, consisting of 28.51 acres of fill area and filling of 1,422,185 cubic yards of reclamation materials.

In accordance with Martin County Excavation and Fill code, which allows for three years for a mining permit, including restoration, the hauling time frame is 24 months (2 years), allowing for 1 year of final grading and grassing of the site. This equates to 711,093 cubic yards per year, or 59,258 cubic yards per month.

There are 300 work days per year, given 6 workdays per week and 50 weeks per year, with 9 working hours on weekdays, and 7 working hours on Saturday, thereby resulting in 2,600 working hours per year. A standard dump truck holds 18 cubic yards, which equates to approximately 15 trucks per hour. Assuming the peak hour has double the truck volume, that equates to 30 trucks.

There is one office building wherein there is one employee. The office is currently connected to the existing well and septic. Drinking water in the office is provided via bottled water. The staff may, at some point in the future be expanded to up to 6 members. Therefore, on the site

plan we have shown up to six parking spaces at 10' wide x 20' long. Please note that these are dirt parking – no construction is proposed. There is no public access allowed; therefore, no ADA stall or route to the office is provided. There is currently no fueling facilities on-site; however, the client wishes to reserve the right to do so in the future, so a fueling area has also been added to the plans as potential future. This fueling area would need containment so the total impervious area required has been included in the area calculations.

Two additional buildings are located on-site. The first is used for the site's nighttime security personnel and has a well and septic service. The second is a storage building used for house equipment. This building does not have well or septic service.

Material is delivered to the site and stockpiled along the edge of the lake that is being filled. This stockpile area moves based on where the operator is filling. Therefore, a static location for the stockpile has not been shown. There is currently no sorting or processing; however, the client wishes to reserve the right to do so in the future, so a staging / interim use area has been added to the plans as potential future. This area should have no impacts to any surrounding property owners as it is located on the east side of the lake where the only thing around is Green Farm Road and Interstate-95.

October 2, 2018

Creative Land Management Development Fill Volume Calculation Summary

Fill Volume (cy)			
Phase	From Lake Bottom to EOW	From EOW to Restoration Elev.	Total Fill
1	1,422,185	146,642	1,568,827
2	970,013	94,723	1,064,736
3	709,991	94,723	804,714
Total	3,102,189	336,088	3,438,277

**Office Location &
Mailing Address:**

10975 SE
Federal Hwy
Hobe Sound
Florida
33455

Phone
772-223-8850
Fax
772-223-8851

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themilcorgroup.
com



A handwritten signature in black ink, appearing to read "Melissa G. Corbett", written over a horizontal line.

Melissa G. Corbett
P.E. #59292
C.A. #28246
October 2, 2018

Creative Land - Phase 1
Cut & Fill Calculations
October 2, 2018

Phase 1 Lake Area at EOW	1,194,705		27.43	ac				
Existing Lake Bottom Elevations	6.11	4.51	3.73	3.23	2.81	2.51	1.43	0.49
	5.75	4.49	3.71	3.20	2.81	2.38	1.42	0.26
	5.60	4.49	3.71	3.20	2.81	2.33	1.40	0.25
	5.54	4.45	3.70	3.19	2.80	2.29	1.37	0.20
	5.45	4.37	3.68	3.15	2.80	2.27	1.27	0.20
	5.45	4.34	3.67	3.08	2.78	2.27	1.21	0.13
	5.36	4.25	3.67	3.08	2.78	2.18	1.04	0.08
	5.33	4.25	3.65	3.07	2.77	2.15	1.03	-0.05
	5.24	4.24	3.63	3.07	2.77	2.09	1.01	-0.11
	5.21	4.22	3.59	3.00	2.75	2.08	1.00	-0.16
	5.21	4.16	3.58	3.00	2.71	2.06	0.97	-0.17
	5.19	4.13	3.58	2.98	2.71	2.06	0.92	-0.28
	5.19	4.12	3.56	2.96	2.68	2.03	0.92	-0.35
	5.15	4.12	3.47	2.92	2.68	2.00	0.91	-0.55
	5.14	4.06	3.47	2.92	2.67	1.97	0.86	-0.55
	5.12	4.03	3.47	2.90	2.65	1.96	0.83	-0.76
	5.11	4.00	3.44	2.90	2.63	1.96	0.83	-0.83
	5.05	3.95	3.43	2.90	2.63	1.95	0.82	-1.13
	5.03	3.91	3.43	2.88	2.63	1.93	0.79	
	4.97	3.91	3.41	2.88	2.63	1.92	0.74	
	4.90	3.88	3.38	2.86	2.63	1.85	0.64	
	4.85	3.86	3.38	2.86	2.60	1.82	0.64	
	4.84	3.86	3.36	2.86	2.60	1.82	0.62	
	4.79	3.76	3.34	2.84	2.57	1.76	0.62	
	4.79	3.76	3.34	2.84	2.56	1.76	0.55	
	4.76	3.74	3.32	2.83	2.56	1.64	0.55	
	4.55	3.73	3.29	2.83	2.53	1.51	0.49	
Lake Average Bottom Elev.	2.78	ft						
Lake EOW EL	27.50	ft						
Average Lake Fill Depth to EOW	24.72	ft						
Fill Volume to EOW	29,537,689	cu-ft						
Fill Volume to EOW	1,093,988	cy						
With 30% fluff factor	1,422,185	cy						
Fill from EOW to Elevation 30.0								
Area at Elev. 27.5	1,194,705	sf						
Area at Elev. 30.0	1,241,804	sf						
Average Area	1,218,254	sf						
Finishing Fill Volume	3,045,636	cu-ft						
Finishing Fill Volume	112,801	cy						
With 30% fluff factor	146,642	cy						

Creative Land - Phase 2
Cut & Fill Calculations
October 2, 2018

Phase 2 Lake Area at EOW	765,976	17.58	ac				
Existing Lake Bottom Elevations	2.90	1.30	4.50	0.20	-0.80	-0.40	-0.20
	4.70	3.30	3.70	5.90	2.10	2.00	0.00
	5.80	1.10	0.90	-1.50	3.10	-2.30	2.10
	5.50	1.30	1.60	2.30	-1.20	2.00	0.50
	5.40	0.50	3.30	-1.10	-1.20	-1.60	5.40
	5.60	0.30	2.30	2.30	1.00	1.70	0.70
	5.30	2.50	0.80	-1.90	3.10	0.00	-0.20
	5.80	1.90	0.60	-1.30	0.20	-1.10	0.70
	5.80	-16.50	2.10	6.10	2.00	1.90	-0.80
	4.80	-16.50	2.10	-0.50	2.50	-1.10	0.70
	5.50	0.50	-0.30	2.50	-1.10	0.40	-0.50
	5.50	3.00	2.30	-0.90	1.70	1.70	0.10
	6.40	2.50	5.10	2.30	-1.50	1.60	-0.90
	5.50	-7.30	0.20	-0.60	0.10	-0.30	1.30
	6.20	-7.30	2.60	2.40	1.30	0.50	-0.90
	5.90	4.50	3.10	-1.50	-0.90	1.70	2.40
	4.50	0.50	2.20	-0.30	1.20	2.60	4.00
	5.30	-8.10	2.10	3.90	-1.10	0.10	-0.80
	5.80	-8.10	1.60	-1.10	-1.00	0.00	-0.90
	4.90	3.80	-1.30	2.40	1.70	0.20	0.90
	5.50	0.20	0.10	2.80	-0.20	2.40	4.00
	5.60	1.50	-0.60	-0.80	1.80	-1.20	
	6.60	-7.80	6.10	2.00	-1.90	0.60	
	2.60	-7.80	2.70	-0.50	1.90	4.70	
	4.10	0.20	2.10	2.10	-0.90	1.20	
	3.30	2.00	0.20	2.20	0.00	-0.40	
	1.30	2.40	-0.10	-1.70	1.90	5.30	
Lake Average Bottom Elev.	1.20	ft					
Lake EOW EL	27.50	ft					
Average Lake Fill Depth to EOW	26.30	ft					
Fill Volume to EOW	20,146,424	cu-ft					
Fill Volume to EOW	746,164	cy					
With 30% fluff factor	970,013	cy					
Fill from EOW to Elevation 30.0							
Area at Elev. 27.5	765,976.00	sf					
Area at Elev. 30.0	807,887.40	sf					
Average Area	786,932	sf					
Finishing Fill Volume	1,967,329	cu-ft					
Finishing Fill Volume	72,864	cy					
With 30% fluff factor	94,723	cy					

Creative Land - Phase 3
Cut & Fill Calculations
October 2, 2018

Phase 3 Lake Area at EOW	583,272		13.39	ac	
Existing Lake Bottom Elevations	6.70	-0.50	3.00	-0.80	4.50
	2.00	1.30	2.50	3.50	4.60
	5.00	-0.50	0.10	0.20	0.50
	1.70	1.00	6.00	5.50	0.60
	6.30	-0.20	1.10	-1.00	5.30
	5.70	-0.20	-2.10	4.00	4.20
	0.70	5.50	2.40	5.40	5.40
	0.10	-0.40	2.40	-0.40	5.00
	4.10	-1.60	-1.20	0.40	4.60
	0.10	-1.20	5.80	-0.20	5.10
	3.00	3.00	-0.90	0.00	5.10
	0.50	-0.50	-0.80	0.10	5.90
	-0.20	0.40	0.30	-0.70	5.30
	1.90	-1.80	2.00	2.00	6.20
	6.40	2.10	5.10	2.40	6.40
	-0.20	-1.20	-1.10	3.00	6.30
	1.40	2.20	-1.20	-0.80	
	6.10	4.80	-1.20	4.10	
	1.10	0.10	4.00	-1.40	
	6.50	4.50	2.30	2.10	
	6.60	5.60	-0.20	3.80	
	4.60	-1.30	5.00	-1.30	
	0.90	-0.70	4.30	-1.10	
	6.60	4.30	0.20	3.50	
	-0.80	1.50	3.40	3.50	
	-0.40	-0.20	-0.10	5.00	
	3.60	3.50	4.60	4.10	
Lake Average Bottom Elev.	2.22	ft			
Lake EOW EL	27.50	ft			
Average Lake Fill Depth to EOW	25.28	ft			
Fill Volume to EOW	14,745,963	cu-ft			
Fill Volume to EOW	546,147	cy			
With 30% fluff factor	709,991	cy			
Fill from EOW to Elevation 30.0					
Area at Elev. 27.5	765,976.00	sf			
Area at Elev. 30.0	807,887.40	sf			
Average Area	786,932	sf			
Finishing Fill Volume	1,967,329	cu-ft			
Finishing Fill Volume	72,864	cy			
With 30% fluff factor	94,723	cy			

TRAFFIC IMPACT ANALYSIS

Creative Land Management Development Phase 1

**Prepared For:
Creative Land Management, LLC.**

**For Review By:
Martin County**

Office Locations:

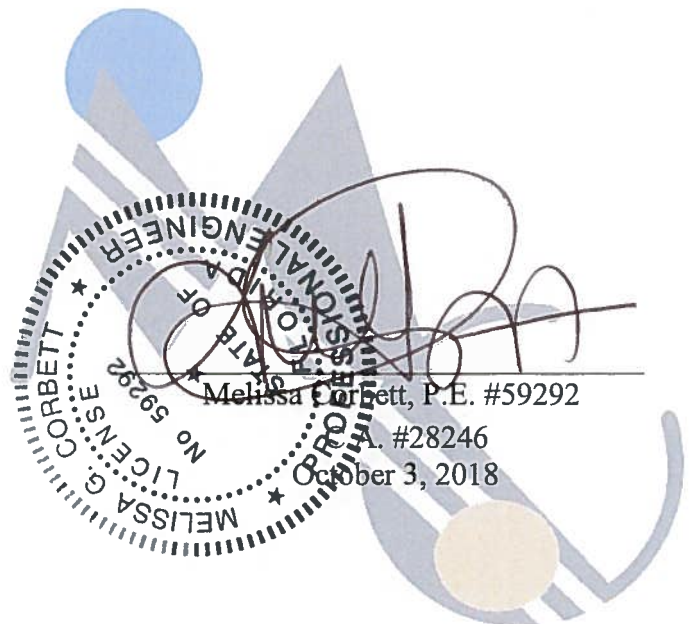
10975 SE
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Phase 1 Traffic Impact Analysis

Creative Land Management Development

Introduction:

The MilCor Group, Inc. has been retained to conduct an updated traffic analysis for the truck traffic resulting from the filling of the Creative Land Management Development, located in Martin County, Florida. The purpose of this study is to determine which roadway links are impacted by the proposed development and what, if any, improvements will be required to meet adopted Level of Service standards based on the requirements of the Martin County Adequate Public Facilities Ordinance.

Site Data:

The site is located in Martin County within Section 30 of Township 38S, Range 40E. The subject property consists of approximately 121.91 acres located on the west side of Green Farms Road located off of SW Martin Highway (SR 714), see attached traffic map for location. The overall proposed project involves the filling of 3,101,121 cubic yards of materials. The project is broken into three phases, with this first and largest phase, Phase 1, consisting of 28.51 acres which equates to the filling of 1,422,185 cubic yards of materials. Access to the proposed development will be via Green Farms Road which is a 2-lane, swaled roadway with no sidewalks.

Project Traffic:

Trip Generation:

In accordance with Martin County Excavation and Fill code, which allows for three years for a mining permit, including restoration, the hauling time frame is 24 months (2 years), allowing for 1 year of final grading and grassing of the site. This equates to 711,092 cubic yards per year, or 59,258 cubic yards per month.

There are 300 work days per year, given 6 workdays per week and 50 weeks per year, with 9 working hours on weekdays, and 7 working hours on Saturday, thereby resulting in 2,600 working hours per year. A standard dump truck holds 18 cubic yards, which equates to approximately 15 trucks per hour. Assuming the peak hour has double the truck volume, that equates to 30 trucks.

Trip Distribution and Assignment:

A directional distribution was developed based on a review of land use patterns and existing travel patterns, and existing peak hour directional volumes and growth rates, as provided in the Martin County 2017 Roadway Level of Service Inventory Report. Exhibit 1 illustrates the assignment of project traffic to the roadway network serving the site, and Exhibit 2 provides the calculations carrying the distribution out to 2% of the roadway capacity.

Future Traffic Conditions:

Filling is required to be complete within 3 years of approval, or Year 2022. The subject project is located adjacent to Green Farms Road in Martin County that feeds onto CR 714 between CR 609 and I-95. It is assumed that 100% of the trips will be along this roadway link. 30 trips is 4% of the Level of Service Capacity of 740 for this segment of CR 714, therefore please see exhibit 3 for complete close-out year analysis.

Scheduled Roadway Improvements:

There are no scheduled improvements on any links on which the project has significant impact.

Required Improvements:

None.

Project Phasing:

This request is for approval of only one phase of filling.

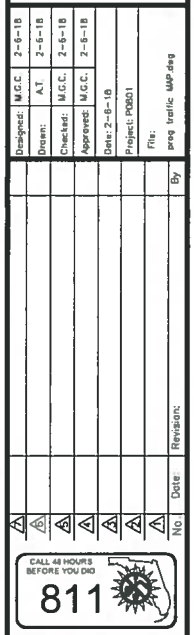
Attachments:

Exhibit 1 – Traffic Map

Exhibit 2 – Peak Hour Directional Volume Distribution

Exhibit 3 – Year 2022 Peak Hour Directional Volume Analysis





10975 SE Federal Highway
Hobe Sound, FL 33455-5006



**The MilCor
Group, Inc.**

CIVIL ENGINEERS

PH: (772) 273-8850
FAX: (772) 231-8851
Web: www.themilcorgroup.com
Certificate of Authorization: 28246

**TRAFFIC
MAP**

EXHIBIT

1

A=PROJECT	% ASSIGNED
V=PROJECT	VOLUME
C=SERVICE	CAPACITY
I=PROJECT	IMPACT

Creative Land Management Development Peak Hour Directional Volume Distribution

30 Vehicle Trips

Road	Link	Lanes	PM Entering Peak Hour Directional Analysis			
			Project % Assign	Volume	Service Capacity	Project Impact
CR 714	Fox Brown Rd to CR 609	2L	10%	3	740	0.41%
CR 714	CR 609 to I-95	2L	100%	30	740	4.05%
SR 714	I-95 to CR 76A	2L	10%	3	1200	0.25%

Exhibit 3
Creative Land Management Development
Year 2022 Peak Hour Directional Volume Analysis
5 years
Analysis based on Martin County 2017 Data; therefore, buildout is in

Road	Link	Lanes	PM Peak Hour Directional Analysis						Service Capacity	Project Impact
			2017 Volume	Growth (2022) Volume	% / Year	Project % Assign	Volume	Total 2022		
CR 714	CR 609 to I-95	2L	237	102	7.4	100%	30	369	1200	4.05%

Transaction Identification Data for reference only:

Champagne Title Services, Inc.

3800 NE Third Avenue,

Pompano Beach, FL 33064

ALTA Universal ID:

LOAN ID Number:

Issuing Office File Number: 17-6207

Order No.: 6790954

Property Address: None assigned

FL

Revision Number: 09/17/2018 as Revision A

Chicago Title Insurance Company

SCHEDULE A

AMERICAN LAND TITLE ASSOCIATION COMMITMENT

1. Commitment Date: 09/03/2018 at: 11:00 PM
2. Policy or Policies to be issued:
 - A. ALTA Owners 2006 with Florida Modifications
Proposed Insured: Martin County, a political subdivision of the State of Florida
Proposed Amount of Insurance: \$31,000.00
3. The estate or interest in the Land described or referred to in this Commitment is (Identify estate covered, i.e., fee, leasehold, etc):

Fee Simple
4. Title to the Fee Simple estate or interest in the land is at the Commitment Date vested in:

Creative Land Management, LLC, a Florida limited liability company
5. The Land is described as follows in Exhibit "A" attached hereto and made part hereof.

Countersigned:

BY: 
Authorized Officer or Agent

**SCHEDULE B SECTION I
REQUIREMENTS
AMERICAN LAND TITLE ASSOCIATION COMMITMENT**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Instrument(s) creating the estate or interest to be insured must be properly executed, delivered and filed for record, to wit:
 - A. Duly executed Warranty Deed from Creative Land Management, LLC, a Florida limited liability company, Grantor, to Martin County, a political subdivision of the State of Florida, Grantee, conveying the land described on Schedule A hereof.

The Company will require the following as to Creative Land Management, LLC, a Florida limited liability company: ("LLC"):

- i. Proof that the LLC was in existence in its state of organization at the time it acquired title and that the LLC is currently in good standing.
- ii. Present for review a true and complete copy of the articles of organization and operating agreement of the LLC and any amendments thereto.
- iii. Record an affidavit from the person executing the proposed deed on behalf of the LLC certifying: (a) the name and state of organization of the LLC; (b) whether the LLC is member-managed or manager-managed; (c) the identity of the member or manager and the person authorized to execute the deed; and (d) neither the LLC nor any member signing the deed have filed bankruptcy since the LLC acquired title.
- iv. If the member or manager of the LLC is also a business entity, present proof of the entity's good standing and the appropriate entity documents to establish signing authority.

If the proposed deed will be executed by anyone other than a member or manager, those portions of the operating agreement or other documentation evidencing the authority of the signatory must be attached as an exhibit to the affidavit.

5. Proof of payment of any outstanding assessments in favor of Martin County, Florida, any special taxing district and any municipality. NOTE: If this requirement is not satisfied the following exception will appear on Schedule B:

Any outstanding assessments in favor of Martin County, Florida, any special taxing district and any municipality.

6. Proof of payment of service charges for water, sewer, waste and gas, if any, through the date of closing. NOTE: If this requirement is not met the following exception will appear on Schedule B:

SCHEDULE B SECTION I
Requirements continued

Any lien provided for by Florida Statutes in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer, waste or gas system supplying the insured land or service facilities.

7. INTENTIONALLY DELETED

8. Record in the Public Records a partial release of subject land from Mortgage in favor of Paradise Bank in the original principal amount of \$212,000.00, dated May 9, 2017 and recorded in Official Records Book 2929, Page 1368, together with partial release of Assignment of Rents recorded in Official Records Book 2929, Page 1376.
9. Partial release of subject land from Stipulation and Agreed Final Order with Martin County, Florida recorded in Official Records Book 2896, Page 2800.
10. Compliance with Paragraph 5 of Waiver and Deferred Payment Agreement with Imposition of Lien recorded in Official Records Book 2899, Page 775.
11. Recording in the public records of Martin County, Florida of a certified copy of the Resolution of the Board of County Commissioners of Martin County authorizing the purchase of the subject property.
12. Satisfactory proof of compliance with the provisions of Florida Statute Section 196.295(1).
13. INTENTIONALLY DELETED

END OF SCHEDULE B SECTION I

**SCHEDULE B SECTION II
EXCEPTIONS
AMERICAN LAND TITLE ASSOCIATION COMMITMENT**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this form.
2. Taxes and assessments for the year 2018 and subsequent years, which are not yet due and payable.
3. Standard Exceptions:
 - A. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
 - B. Rights or claims of parties in possession not shown by the public records.
 - C. Any lien, or right to a lien, for services, labor, or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.
 - D. Taxes or assessments which are not shown as existing liens in the public records.
4. Any claim that any portion of the insured land is sovereign lands of the State of Florida, including submerged, filled or artificially exposed lands accreted to such land.
5. Any lien provided by County Ordinance or by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer or gas system supplying the insured land.
6. Reservations by Southern States Land & Timber Corporation, a Delaware corporation as contained in Warranty Deed, recorded April 15, 1950 in Deed Book 48, page 49 and as modified by Notice of Interest, recorded in Official Records Book 411, page 1224 and Official Records Book 2157, pages 322 and 427, and Waiver and Deferred Payment Agreement recorded in Official Records Book 2899, Page 775.
7. Resolution Number DRC-96-12.2, regarding final development plan approval, recorded June 5, 1997 in Official Records Book 1241, Page 1953.
8. Covenant Running with the Land, recorded June 5, 1997 in Official Records Book 1241, Page 1961.
9. Declaration of Interest, recorded June 5, 1997 in Official Records Book 1241, page 1964.

**SCHEDULE B SECTION II
EXCEPTIONS
AMERICAN LAND TITLE ASSOCIATION COMMITMENT**

10. INTENTIONALLY DELETED

11. Covenant Running with the Land, recorded August 26, 2002 in Official Records Book 1673, page 2434.

12. Resolution Number 02-3.16, regarding master and final site plan approval, recorded August 26, 2002 in Official Records Book 1673, page 2438.

13. Terms and conditions of Unity of Title recorded June 29, 2017 in Official Records Book 2934, Page 1458.

14. INTENTIONALLY DELETED

15. Resolution Number 05-3.16, regarding master/final site plan approval, recorded April 7, 2005 in Official Records Book 2000, page 514 and Development Order Change recorded in Official Records Book 2504, Page 942.

16. INTENTIONALLY DELETED

17. Maintenance and capital improvement cost obligations as per provisions of Mutual Quit Claim Access Easement recorded in Official Records Book 2412, Page 2120.

18. Deed of Conservation Easement recorded in Official Records Book 2551, Page 2265.

19. Preserve Area Management Plan recorded in Official Records Book 2920, Page 1970.

NOTE: Exception 1 above shall be deemed deleted as of the time the settlement funds or proceeds of the loan to be secured by the insured mortgage, as applicable, are disbursed by the Company or its authorized agent. Neither the Company nor its agent shall, however, be under any duty to disburse any sum except upon a determination that no such adverse intervening matters have appeared of record or occurred.

NOTES ON STANDARD EXCEPTIONS:

Item 3A will be deleted from the policy(ies) upon receipt of an accurate survey of the Land acceptable to the Company. Exception will be made for any encroachment, setback line violation, overlap, boundary line dispute or other adverse matter disclosed by the survey.

Items 3B, 3C, and 3D will be deleted from the policy(ies) upon receipt of an affidavit acceptable to the Company, affirming that, except as disclosed therein (i) no parties in possession of the Land exist other than the record owner(s); (ii) no improvements have been made to the Land within 90 days prior to closing which have not have been paid for in full; and (iii) no unpaid taxes or assessments are against the Land which are not shown as existing liens in the public records. Exception will be made for matters disclosed in the affidavit.

NOTE: All recording references in this form shall refer to the public records of Martin County, Florida, unless otherwise noted.

NOTE: In accordance with Florida Statutes section 627.4131, please be advised that the insured hereunder may present inquiries, obtain information about coverage, or receive assistance in resolving complaints, by

**SCHEDULE B SECTION II
EXCEPTIONS**
AMERICAN LAND TITLE ASSOCIATION COMMITMENT

contacting Chicago Title Insurance Company, 13800 NW 14th Street Suite 190, Sunrise, FL 33323;
Telephone 954-217-1744.

Searched By: Carla Elbrecht

END OF SCHEDULE B SECTION II

EXHIBIT "A"

A parcel of land lying in Parcel 1 of those lands described in Exhibit "A" of that certain Warranty Deed recorded in Official Records Book 1198, Page 1143, more particularly described in Parcel 2 of Official Records Book 2793, Page 2036, Public Records of Martin County, Florida. All lying in Section 30, Township 38 South, Range 40 East, Martin County, Florida and being more particularly described as follows:

Commence at the Southeast corner of said Parcel 2 as described in Official Records Book 2793, Page 2036; Thence N 34°07'45" W, along the Easterly line of said lands described in Official Records Book 1198, Page 1143, said line also being the Easterly line of said Parcel 2 of Official Records Book 2793, Page 2036, a distance of 54.61 feet to the Point of Beginning; Thence S 79°23'07" W, a distance of 376.65 feet to a point of curve to the right having a radius of 200.00 feet and a central angle of 75°36'54"; Thence Northwesterly along the arc a distance of 263.95 feet; Thence N 24°59'59" W, a distance of 275.98 feet; Thence N 13°08'18" W, a distance of 239.36 feet; Thence N 18°32'36" W, a distance of 249.82 feet; Thence N 27°53'05" W, a distance of 243.44 feet; Thence N 30°51'24" W, a distance of 110.73 feet to a point of curve to the right having a radius of 82.08 feet and a central angle of 50°55'54"; Thence Northerly along the arc a distance of 72.97 feet to a point of compound curve to the right having a radius of 61.37 feet and a central angle of 88°59'48"; Thence Northeasterly along the arc, a distance of 95.32 feet; Thence S 70°55'42" E, a distance of 40.85 feet to an intersection with the Southwesterly right of way line of the 70 foot access road "A" for State Road 9 (I-95) per Florida Department of Transportation right of way map Section No. 89095-2414; Thence S 55°50'57" E along said Southwesterly right of way line, a distance of 243.60 feet to an intersection with the Easterly line of said Parcel 1; Thence S 34°07'45" E along said Easterly line, a distance of 1,244.40 feet to the Point of Beginning.



INSTR # 2612515 DR BK 2899 PG 775 RECD 12/30/2016 09:09:32 AM
(8 Pgs)
CAROLYN TIMMANN MARTIN COUNTY CLERK
DEED DOC \$0.00, MTG DOC \$0.00, INTANGIBLE \$0.00

OR-L-0123

**THIS DOCUMENT WAS PREPARED BY
AND SHOULD BE RETURNED TO:**

Southern States Land & Timber LLC
Attn: Stephanie Clement
Post Office Box 333
Franklin, LA 70538

*Dolores K. Sauer, Esq.
4701 N. Federal Hwy Ste 316
Lakewood CO 80501*

**WAIVER AND DEFERRED PAYMENT AGREEMENT
(WITH IMPOSITION OF LIEN)**

THIS WAIVER AND DEFERRED PAYMENT AGREEMENT (WITH IMPOSITION OF LIEN) (the "Agreement") is entered into as of the 28th day of July, 2015 by and between **SOUTHERN STATES LAND & TIMBER LLC**, a Florida limited liability company, successor by merger to Southern States Land & Timber Corporation, a Delaware corporation, authorized to do business in Florida ("Southern States") and Creative Land Management, LLC c/o Jason Pepitone, ("Owner").

RECITALS:

A. Southern States is the owner/holder of oil, gas and mineral reservations (collectively, "Mineral Rights"), together with the right of access to explore, prospect, exploit, develop and otherwise seek oil, gas and mineral deposits relating to certain lands located in Martin County, Florida, including, without limitation, all or a portion of the land described in Exhibit "A" attached hereto and made a part hereof (the "Land"); and

B. Owner is the owner in fee simple of the Land described in the attached Exhibit "A"; and

C. Owner has requested from Southern States a waiver of Southern States' surface entry rights on, over and across the Land appurtenant to the Mineral Rights ("Surface Rights"); and

D. Southern States and Owner have come to an agreement on the terms upon which Southern States will grant the requested waiver of Southern States' Surface Rights, which terms are incorporated in this Agreement.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid to the other party by each of the parties hereto, as well as other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by both parties,

Southern States and Owner covenant and agree as follows:

1. **Recitals.** The foregoing Recitals are true and correct and are incorporated herein by this reference.

2. **Agreement Not To Exercise Rights.** For so long as this Agreement is in force and effect and the conditions herein imposed upon Owner are satisfied, Southern States, for itself and its successors and assigns, hereby waives the right to use or occupy any portion of the surface estate of the Land pursuant to its Surface Rights (the "Waiver").

3. **Retained Rights.** By executing this Agreement, Southern States is not waiving the use, including the right of ingress and egress, of the subsurface estate of the Land; nothing herein shall be construed as waiving, releasing or relinquishing any rights of Southern States in and to the oil, gas and other minerals, in, on and under the Land or that may be produced from the Land, or the rights of Southern States, its successors and assigns, heirs and personal representatives or lessees to explore for, develop, and/or produce said oil, gas and other minerals with wells drilled or mining operations at such locations not on the surface of the Land, including, but not limited to, directional or horizontal wells bottomed beneath the Land. Provided, however, in the event that any current or future owner/holder of the surface rights to the Land, or any lessee or assign of the then current owner/holder of such surface rights, shall conduct any of the preceding drilling or mining activities on the Land, then, in such event, Southern States' Waiver shall be revoked without notice or action by Southern States.

4. **No Release of Mineral Rights.** The agreements and covenants of this Agreement shall not operate to release any of Southern States' Mineral Rights, but shall only constitute an agreement by Southern States, on the terms set forth herein, including but not limited to the payment of the consideration due Southern States pursuant to Paragraph 5 herein, not to exercise its Surface Rights in and to the Land. Further, subject to the Waiver of Surface Rights pursuant to Paragraph 2 herein, Southern States expressly retains the right to grant mineral leases on the Land and to receive bonuses, rentals, royalties and other payments to which Southern States may be otherwise entitled by reason of the leasing, sale, mining or exploration of said Mineral Rights.

5. **Payment Terms.** In consideration for Southern States granting the Waiver, Owner, on behalf of itself as well as all successors and assigns in ownership of the Land, or any portion thereof, agrees to, through itself or through a closing agent, make the following payments to Southern States:

(a) Ten Dollars (\$10.00) and other good and valuable considerations upon the execution of this Agreement by Southern States; and

(b) Promptly upon collection and clearance of funds in closing agent's account, an amount equal to the greater of (i) \$150 times the number of acres sold, transferred, or conveyed, subject to the Southern States' mineral rights or (ii) the total consideration received by Owner for the sale, transfer, conveyance or divestiture of an interest in or to any portion of the Land subject to Southern States' mineral rights (each a "Transfer") times one percent (1%); and

(c) On each subsequent sale or Transfer, an amount equal to (i) the greater of 1) \$150 times the number of acres sold, transferred, or conveyed subject to the Southern States' mineral rights or 2) the total consideration for the Transfer times one percent (1%), plus (ii) any delinquent Deferred Payments (hereafter defined), which payment or payments shall be due Southern States concurrent with the execution and delivery of the Transfer's instrument of conveyance, but in no event shall such payment be paid to Southern States later than the recording of the Transfer's instrument of conveyance in the Public Records of the county in which the Land is located.

In the event Owner is not a natural person, such as a corporation, partnership, joint venture, union, limited liability company, trust, unincorporated organization, association, joint stock company, trustee, estate, real estate investment trust or other entity or organization (an "Organization"), all or any portion of the direct or indirect ownership, beneficial interest, or any other interest in the Owner Organization is sold, transferred, conveyed or otherwise divested in any fashion, such sale, transfer, conveyance or divestiture shall be a Transfer pursuant to clauses (b) and (c) above.

The payments due Southern States pursuant to the preceding subparagraphs (b) and (c) are hereinafter individually referred to as a "Deferred Payment" and collectively as the "Deferred Payments". In the event there is any dispute as to the value of the consideration for the Transfer, or for Transfers not involving an arm's length Transfer by sale to a transferee, including, but not limited to, gifts, bequests or charitable contributions, the fair market value of the Land, or portion thereof that is Transferred, as determined by an independent real estate appraiser selected by Southern States, shall be used as the sales price (with the cost of such appraisal being borne by Owner).

The Minimum Deferred Payment (subparagraph (b) above) shall be \$150 until the fifth (5th) anniversary of the date hereof. Beginning on the first day after the fifth (5th) anniversary of the date hereof, the Minimum Deferred Payment shall be adjusted for the change in the cost of living reflected by the "Consumer Price Index for All Urban Consumers - All Items (1982/84 = 100)" of the Bureau of Labor Statistics of the United States Department of Labor ("Index"). This adjustment for the cost of living shall be determined by multiplying the sum of \$150 by a fraction, the numerator of which shall be the latest monthly Index available prior to fifteen (15) days before the payment of such Minimum Extension Fee, and the denominator of which shall be the Index as of the date of this Agreement.

Upon receipt of a Deferred Payment, Southern States agrees to execute an instrument in recordable form, acknowledging that the Waiver pursuant to this Agreement has been extended solely to the benefit of transferee pursuant to a Transfer for which the payment or payments have been received by Southern States pursuant to paragraph 5 of this Agreement, and not to any subsequent holder of an interest of any type in the Land until such time as the Deferred Payment, together with any delinquent Deferred Payment, due upon the Transfer to such subsequent interest holder have been received by Southern States. Notwithstanding the foregoing, Southern States agrees that it shall reasonably cooperate with any proposed transferee with regard to the recordable instrument referenced above to send such instrument to a title agent reasonably acceptable to Southern States, in escrow, to be recorded at the closing provided that

simultaneously with such recording the Deferred Payment shall be sent to Southern States. To that end, Southern States agrees, upon receipt of a written request from a proposed transferee, to provide a payoff letter that can be relied on by any such transferee regarding the amount of the Deferred Payment to be paid to Southern States at closing on the Transfer.

6. **Lien to Secure the Payment.** In order to secure the Deferred Payments due Southern States pursuant to Paragraphs 5 (b) and 5 (c) above, Owner hereby grants and conveys and imposes a lien (the "Lien") upon the Land in favor of Southern States. In the event of a Transfer without the payment of the Deferred Payment or any delinquent Deferred Payments to Southern States pursuant to paragraph 5 of this Agreement, Southern States may foreclose the Lien in the same nature as a mortgage. The Lien shall be effective upon the execution of this Agreement by Owner. The Lien shall further secure payment of interest, attorneys fees and costs incurred by Southern States incident to the collection of the Deferred Payment and any delinquent Deferred Payments or enforcement of the Lien created herein, whether before, during or after a Lien foreclosure suit. The Lien created herein shall be subordinate and inferior to any recorded Institutional First Mortgage (as hereafter defined); provided, however, following the foreclosure of an Institutional First Mortgage to which the Lien is subordinate, or a deed in lieu of such foreclosure, the Lien created herein to secure the Deferred Payment shall continue as a lien upon the Land and be binding on the purchaser of the Land at the foreclosure sale, or the grantee in any deed in lieu of foreclosure, and all successive owners of the Land. The Lien shall be superior to, and shall take priority over, any other mortgage.

Each owner of the Land, regardless of how title is acquired, is personally liable for the unpaid portion of the Deferred Payment becoming due when such party is the owner. Multiple owners are jointly and severally liable. Following a Transfer of the Land, the transferor shall remain liable for the unpaid portion of the Deferred Payment accruing prior to or due concurrent with such Transfer.

Notwithstanding any provision of this Agreement to the contrary, Southern States expressly acknowledges and agrees that the payment obligations relative to the Deferred Payment shall not apply in the case of any institutional lender which acquires title to the Land, or any portion thereof, as the result of the judicial foreclosure, or the acceptance of a deed in lieu of foreclosure, in respect of its recorded first mortgage lien on the Land, or any portion thereof. The waiver by Southern States of the rights of access and entry upon the Land and its agreement not to exercise its rights as contained in paragraph 2, shall be valid and in full force and effect, without any action or payment on the part of such institutional lender, during the time that title to the Land, or any portion thereof, is owned by such institutional lender. For all subsequent Transfers from the institutional lender to any other titleholders, the payment to Southern States of the Deferred Payment upon any Transfer shall be required as provided above in paragraph 5.

Delinquent portions of the Deferred Payments shall bear interest at an annual rate of twelve (12%) percent; provided, however, at no time shall the interest rate on any portion of a Deferred Payment exceed the maximum rate permitted by applicable law. In the event the interest charged on any portion of a Deferred Payment exceed the maximum rate permitted by law, such excess shall be immediately refunded.

An Institutional First Mortgage shall mean a first mortgage held by a bank, savings and loan association, federal savings bank, insurance company, union pension fund, mortgage company actively engaged in the processing of first mortgage loans to the public in general, an agency of the United States Government, and their successors and assigns.

Southern States shall have the right at such times and in such form as it shall determine, in its sole and absolute discretion, to file in the Public Records of Martin County, Florida subsequent notices of this Agreement and the Lien created herein in accordance with terms contained herein.

7. **Land.** For purposes of this Agreement, the term Land shall initially include all of the Land described in Exhibit "A". As the Land is subdivided or otherwise transferred in part (in either event, a "Division"), each individual subdivided lot or each individual parcel (each a "Divided Parcel") shall become severally subject to the Lien for the Deferred Payment, and following a Division, the Lien shall only secure that portion of the Deferred Payment arising from a Transfer of the Divided Parcel and no other portion of the Land.

8. **Disclaimer.** Any attempted disclaimer or release of the Waiver granted herein by an owner of the Land or any portion thereof shall not have any impact upon the obligations of this Agreement, including the obligation to make the Deferred Payments when due, and such attempted disclaimer or release shall be null and void in all respects.

9. **Duration of Lien.** The Lien granted herein shall extend for the period of time the Mineral Rights remain an estate in the Land.

10. **Parties Bound.** This Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns.

11. **Severability.** If any one or more of the provisions of this Agreement is held invalid, illegal or unenforceable, the remaining provisions of this Agreement shall be unimpaired, and the remaining provisions of this Agreement shall be construed to best carry out the original intent of the parties hereto.

12. **Waiver.** No failure of Southern States to act upon any of its rights hereunder shall be considered a waiver of those rights, and any written waiver of such right shall not act as a waiver of any subsequent right of Southern States to enforce the terms and conditions of this Agreement.

13. **Amendments.** The terms of this Agreement may not be amended, waived or terminated orally, but only by an instrument in writing signed by both Southern States and Owner.

IN WITNESS WHEREOF, Southern States has executed this Agreement on the date and year set forth above.

SOUTHERN STATES LAND &
TIMBER LLC, a Florida limited liability
company, successor by merger to
Southern States Land & Timber
Corporation, a Delaware corporation

Attest:

Stephanie R. Clement
As its Assistant Secretary

By: Debi L. Lauret
As its Authorized Representative

Address:

203 Main Street
Franklin, LA 70538

STATE OF LOUISIANA

PARISH OF ST. MARY

Before me personally appeared Debi L. Lauret and
Stephanie R. Clement, respectively, Authorized Representative and Assistant Secretary of
SOUTHERN STATES LAND & TIMBER LLC, a Florida limited liability company, to me well
known, and they acknowledged before me that they executed the foregoing instrument as such
officers of said company; and I FURTHER CERTIFY that I know the said persons making said
acknowledgment to be the individuals described in and who executed the said instrument.

WITNESS my hand and official seal this 28th day of July, 2015.

Margaret E. Judice
NOTARY PUBLIC, State of Louisiana
and Parish of St. Mary
Printed

Name: Margaret E. Judice

My Commission Expires: at death

[signature and acknowledgment for Owner on following page]

OWNER:

MMBR CLMSnt

BY:

CREATIVE LMA MANAGEMENT LLC

Witness

Print Name: Dolores K. Sanchez

Witness

Print Name: Don Durocher

Print Name: JASON PEPITONE

Title: MANAGER/MEMBER

Address:

3911 NE 26th AVENUE

LIGHTHOUSE POINT, FL 33064

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 24th day of SEPTEMBER, 2015 by JASON PEPITONE, the MANAGER - MEMBER of CREATIVE LMA MANAGEMENT LLC, a FLORIDA LLC who is ☒ personally known to me, or who has ☐ produced _____ as identification.

(seal)

Notary Public in and for the State and County aforesaid.

Commission Number: 202208

My Commission expires: 3-3-2019

Print Notary Name: DOLORES K. SANCHEZ

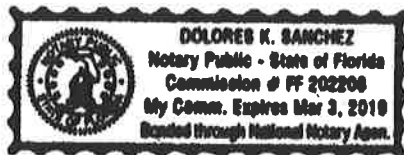


EXHIBIT "A"

PARCEL 1:

A PARCEL OF LAND LYING IN PARCEL 1 OF THOSE LANDS DESCRIBED IN EXHIBIT "A" OF THAT CERTAIN WARRANTY DEED RECORDED IN OFFICIAL RECORD BOOK 1198, PAGE 1143, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA, ALL LYING IN SECTION 30, TOWNSHIP 38 SOUTH, RANGE 40 EAST, MARTIN COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 28 OF THE PLAT OF POLO CLUB AS RECORDED IN PLAT BOOK 16, PAGE 67 OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA; THENCE NORTHWESTERLY FOR THE NEXT THREE COURSES ALONG THE NORTHEASTERLY LINE OF THE PLAT OF DRESSAGE ESTATES AS RECORDED IN PLAT BOOK 16, PAGE 24 OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA; THENCE N40°54'40"W A DISTANCE OF 517.38 FEET; THENCE N32°45'58"W A DISTANCE OF 1259.59 FEET; THENCE N30°50'55"W A DISTANCE OF 318.29 FEET; THENCE DEPARTING FROM SAID NORTHEASTERLY BOUNDARY OF THE PLAT OF DRESSAGE ESTATES N59°09'05"E A DISTANCE OF 2202.53 FEET TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF ACCESS ROAD "A" FOR INTERSTATE 95 PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION NO. 89095-2414, FOR INTERSTATE 95, SHEET 12 OF 17, LAST UPDATED ON 6-14-84; THENCE S55°50'57"E ALONG SAID SOUTHWESTERLY LINE OF ACCESS ROAD "A" A DISTANCE OF 247.80 FEET TO THE WEST LINE OF A 60 FOOT ACCESS EASEMENT; THENCE SOUTHEASTERLY ALONG THE WEST SIDE OF SAID 60 FOOT ACCESS EASEMENT FOR THE NEXT SIX COURSES; THENCE S10°50'15"E A DISTANCE OF 277.79 FEET; THENCE S14°57'04"E A DISTANCE OF 454.03 FEET; THENCE S16°49'52"E A DISTANCE OF 272.01 FEET; THENCE S26°50'48"E A DISTANCE OF 720.42 FEET; THENCE S27°06'17"E A DISTANCE OF 95.85 FEET; THENCE S16°59'12"E A DISTANCE OF 197.68 FEET TO THE NORTHERLY LINE OF THE PLAT OF POLO CLUB AS RECORDED IN PLAT BOOK 16, PAGE 67; THENCE WESTERLY ALONG SAID NORTHERLY LINE FOR THE NEXT THREE COURSES; THENCE S52°33'22"W A DISTANCE OF 382.90 FEET; THENCE S73°33'30"W A DISTANCE OF 949.43 FEET; THENCE S49°05'14"W A DISTANCE OF 493.08 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

A PARCEL OF LAND BEING A PORTION OF PARCEL 1 OF THOSE LANDS DESCRIBED IN EXHIBIT "A" OF THAT CERTAIN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 1198, PAGE 1143, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA. ALL LYING IN SECTION 30, TOWNSHIP 38 SOUTH, RANGE 40 EAST, MARTIN COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF LOT 27 OF THE PLAT OF "POLO CLUB", AS RECORDED IN PLAT BOOK 16, PAGE 67, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA; THENCE S52°33'22"W ALONG SAID NORTH LINE OF SAID LOT 27 A DISTANCE OF 741.79 FEET; THENCE N16°59'12"W, A DISTANCE OF 197.96 FEET; THENCE N27°06'17"W, A DISTANCE OF 95.85 FEET; THENCE N26°50'48"W, A DISTANCE OF 720.42 FEET; THENCE N16°49'52"W, A DISTANCE OF 272.01 FEET; THENCE N14°57'04"W, A DISTANCE OF 454.03 FEET; THENCE N10°50'15"W, A DISTANCE OF 277.79 FEET TO AN INTERSECTION WITH THE SOUTHWESTERLY RIGHT OF WAY LINE OF ACCESS ROAD "A" FOR INTERSTATE 95 PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION NO 89095-2414, FOR INTERSTATE 95, SHEET 12 OF 17, LAST UPDATED ON 6-14-84; THENCE S55°50'57"E ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, A DISTANCE OF 646.60 FEET; THENCE S34°07'45"E, A DISTANCE OF 1299.01 FEET TO THE POINT OF BEGINNING.



Martin County Growth Management Department
2401 S. E. Monterey Road, Stuart, FL 34996
772-288-5501 www.martin.fl.us

Return to:
Martin County Growth Management Department

UNITY OF TITLE

In consideration of the issuance of a permit to Creative Land Management LLC, as Owner(s) for the construction of _____ 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,

*Martin County Growth Management Department
2401 S. E. Monterey Road, Stuart, FL 34996
772-288-5501 www.martin.fl.us*

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.

Unofficial Copy

Martin County Growth Management Department
 2401 S. E. Monterey Road, Stuart, FL 34996
 772-288-5501 www.martin.fl.us

CORPORATE

Signed, acknowledged and notarized on this 9 day of Jan, 20 17

WITNESSES:

Sign: [Signature]Print: Melissa E. CorbettSign: [Signature]Print: Aaron Stanton

OWNER:

Creative Land Management, LLC

Name of Corporation

By: X [Signature]Name: Jed BrownieTitle: manager

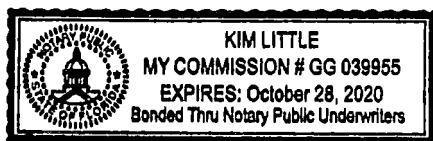
Address: 6636 Matousek St
Stuart, FL 34997

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

STATE OF Florida
 COUNTY OF Martin

I HEREBY CERTIFY that the foregoing Unity of Title was acknowledged before me this 9 day of Jan, 2017, by Jed Brownie, mgr (name of officer/agent and title) of Creative Land (name of corporation) He or she X is personally known to me or () has produced management, LLC as identification.

[STAMP]



NOTARY PUBLIC

[Signature]

Name: Kim LittleState of Florida at large

My commission expires:

*Martin County Growth Management Department
2401 S. E. Monterey Road, Stuart, FL 34996
772-288-5501 www.martin.fl.us*


EXHIBIT A
(Legal Description)

Unofficial Copy

SAID PARCEL BEING SUBJECT TO ANY/ALL EASEMENTS, RESERVATIONS,
DEDICATIONS OR RESTRICTIONS.

[illegible]

Record and Return to:
Roger C. Stanton, Esq.
Cohen, Norris, Scherer, Weinberger & Wolmer
712 U.S. Highway One, Suite 400
North Palm Beach, Florida 33408


INSTR # 2168317
OR BK 02412 PG 2120
Pgs 2120 - 2127 (8pgs)
RECORDED 09/17/2009 12:57:52 PM
MARSHA EWING
CLERK OF MARTIN COUNTY FLORIDA
RECORDED BY S Phoenix

MUTUAL QUIT CLAIM ACCESS EASEMENT

THIS MUTUAL QUIT CLAIM ACCESS EASEMENT is made this 24th day of June, 2009, by MARTIN COUNTY PARK OF COMMERCE, INC., a Florida corporation, which has an address of 3446 SW Armellini Avenue, Palm City, Florida 34991 ("MCPC") in favor of ALL COUNTY ENVIRONMENTAL PRODUCTS, INC., a Florida corporation, which has an address of 167 S.W. Hawthorne Circle, Port St. Lucie, FL 34953 ("ACEP").

WITNESSETH

WHEREAS, MCPC is the fee simple title holder to certain parcels of real property located in the Martin County, Florida, which parcels are more specifically described as "Parcel 'A' Area" and "Parcel 'B' Area" on Exhibit "A-1" and as "Parcel 'A' Area" on Exhibit "A-2" which are attached hereto and made a part hereof ("MCPC's Property"); and

WHEREAS, ACEP has acquired from MCPC an adjacent parcel of real property located in Martin County, Florida which is more specifically described on Exhibit "B" attached hereto and made a part hereof ("ACEP's Property"); and

WHEREAS, there is an existing 70' access road running parallel and adjacent to the northern boundary line of MCPC's Property and ACEP's Property shown on Florida Department of Transportation R/W Map #89095-2414 (last updated 6-14-84) (the "Access Road"); and

WHEREAS, each of the parties desires, without making any representation or warranty whatsoever to the other party as to the fee ownership of the Access Road or the current or future legal right of the parties to continue to use the Access Road, to grant to the other party has an easement over the land described herein;

NOW, THEREFORE, in consideration of the foregoing and subject to the express terms and conditions of the Agreement, the parties agree as follows.

1. Recitals. The foregoing recitals are true and correct and incorporated herein.
2. Grant of Easement. MCPC, without making any representation or warranty whatsoever to the other party as to the fee ownership of the Access Road or the current or future legal right of the parties to continue to use the Access Road, hereby declares, grants and imposes, for the benefit of the ACEP, ACEP's successors and assigns, a non-exclusive ingress and egress easement, in perpetuity, for the purpose of vehicular access or on foot, over, upon and across the Access Road presently existing within the circled area adjacent to the northern boundary line of MCPC's Property, which ingress and egress easement is shown on the attached Exhibit "A-1" and Exhibit "A-2".
3. Grant of Easement. ACEP, without making any representation or warranty whatsoever to the other party as to the fee ownership of the Access Road or the current or future legal right of the parties to continue to use the Access Road, hereby declares, grants and imposes, for the benefit of the MCPC, MCPC's successors and assigns, a non-exclusive ingress and egress easement, in perpetuity, for the purpose of vehicular access or on foot, over, upon and across the Access Road presently existing within the circled area adjacent to the northern boundary line of ACEP's Property, which ingress and egress easement is shown on the attached Exhibit "A-1" and Exhibit "A-2".
4. Covenant to Run with the Land; Successors Bound. This Easement shall run with the

land and shall be binding upon the MCPC and the MCPC's successors, assigns and mortgagees.

5. Shared Usage and Future Capital Improvements. In the event that either MCPC or ACEP improves the Access Road, the maintenance costs for the Access Road shall be equally shared by the then owners of Parcel A area and the ACEP Property. In the event that capital improvements are needed to the Access Road to accommodate the development of Parcel A, such capital improvements shall be paid by the owner(s) of Parcel A. Similarly, if capital improvements are needed to the Access Road to accommodate the development of the ACEP Property, such capital improvements shall be paid by the owner(s) of the ACEP Property.

6. Damage to Access Road. Any damage to the Access Road shall be promptly restored and repaired at the exclusive cost and expense of ACEP, its successor or assigns; provided however, that if any damage to the Access Road is caused by the owner of the Parcel A Property, or any portion thereof, or its or their respective guests, invitees or licensees, the then owner of the Parcel A Property, or any portion thereof, responsible for such damage shall be responsible for the exclusive cost and expense of repair and/or restoration.

7. Indemnification. Each party, by virtue of executing this Agreement, or by virtue of taking title to property that is subject to this Agreement, indemnifies and holds the other party or any party in interest harmless from any and all liability for injury to such party or party in interest which occurs within the Access Road.

8. Attorney's Fees; Governing Law; Venue. In connection with any litigation arising out of this Agreement, the prevailing party shall be entitled to recover all costs incurred including, but not limited to, its reasonable attorneys' fees at all trial and appellate levels and post-judgment proceedings. This Agreement shall be governed and controlled by and enforced and construed under the laws of the State of Florida. Venue for any action or proceeding brought hereunder or pursuant hereto shall be exclusively in Martin County, Florida, except as same may be in contravention of applicable law.

IN WITNESS WHEREOF, an authorized representative of said MCPC has hereunto set its hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of:

Signed, sealed and delivered
in the presence of:

Print Name: Kenneth A. Norman

Print Name: Karen L. McGhee

**MARTIN COUNTY PARK OF
COMMERCE, INC.,
a Florida corporation**

By: Jules Armellini
Jules Armellini, President

STATE OF FLORIDA

COUNTY OF Martin

The foregoing instrument was acknowledged before me this 24 day of June, 2009, by Jules Armellini, as President of MARTIN COUNTY PARK OF COMMERCE, INC., a Florida corporation, on behalf of the corporation, who did not take an oath, and who is personally known to me or has produced _____ as identification.



A handwritten signature in black ink, appearing to read "Karen L. McGhee", written over a horizontal line.

Notary Public
Commission No.
Expires:

Unofficial Copy

IN WITNESS WHEREOF, an authorized representative of said MCPC has hereunto set its hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of:

Signed, sealed and delivered
in the presence of:

Paige Lanier

Print Name: Paige Lanier

Karen L McGhee

Print Name: Karen L McGhee

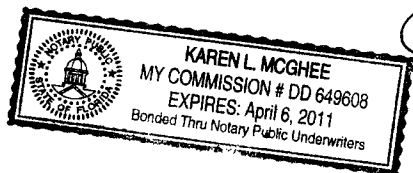
ALL COUNTY ENVIRONMENTAL
PRODUCTS, INC.,
a Florida corporation

By: Carl Gambino, Jr.
Carl Gambino, Jr. Treasurer

STATE OF FLORIDA

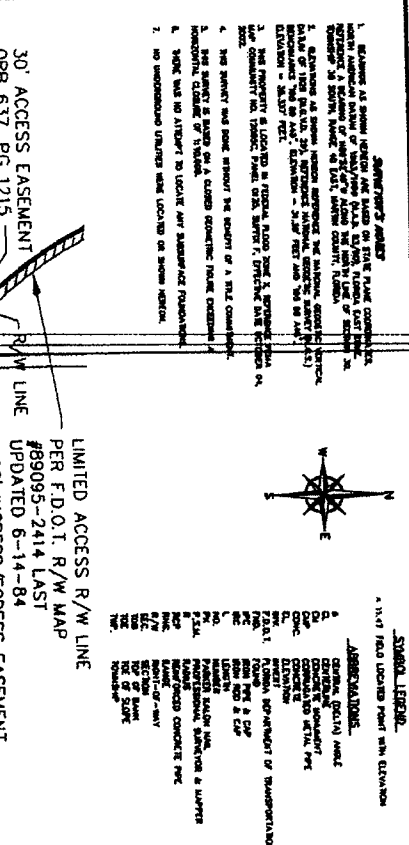
COUNTY OF Martin

The foregoing instrument was acknowledged before me this 24 day of June, 2009, by Carl Gambino, Jr. as Treasurer of ALL COUNTY ENVIRONMENTAL PRODUCTS, INC., a Florida corporation, on behalf of the corporation, who did not take an oath, and who is personally known to me or has produced Drivers License as identification.



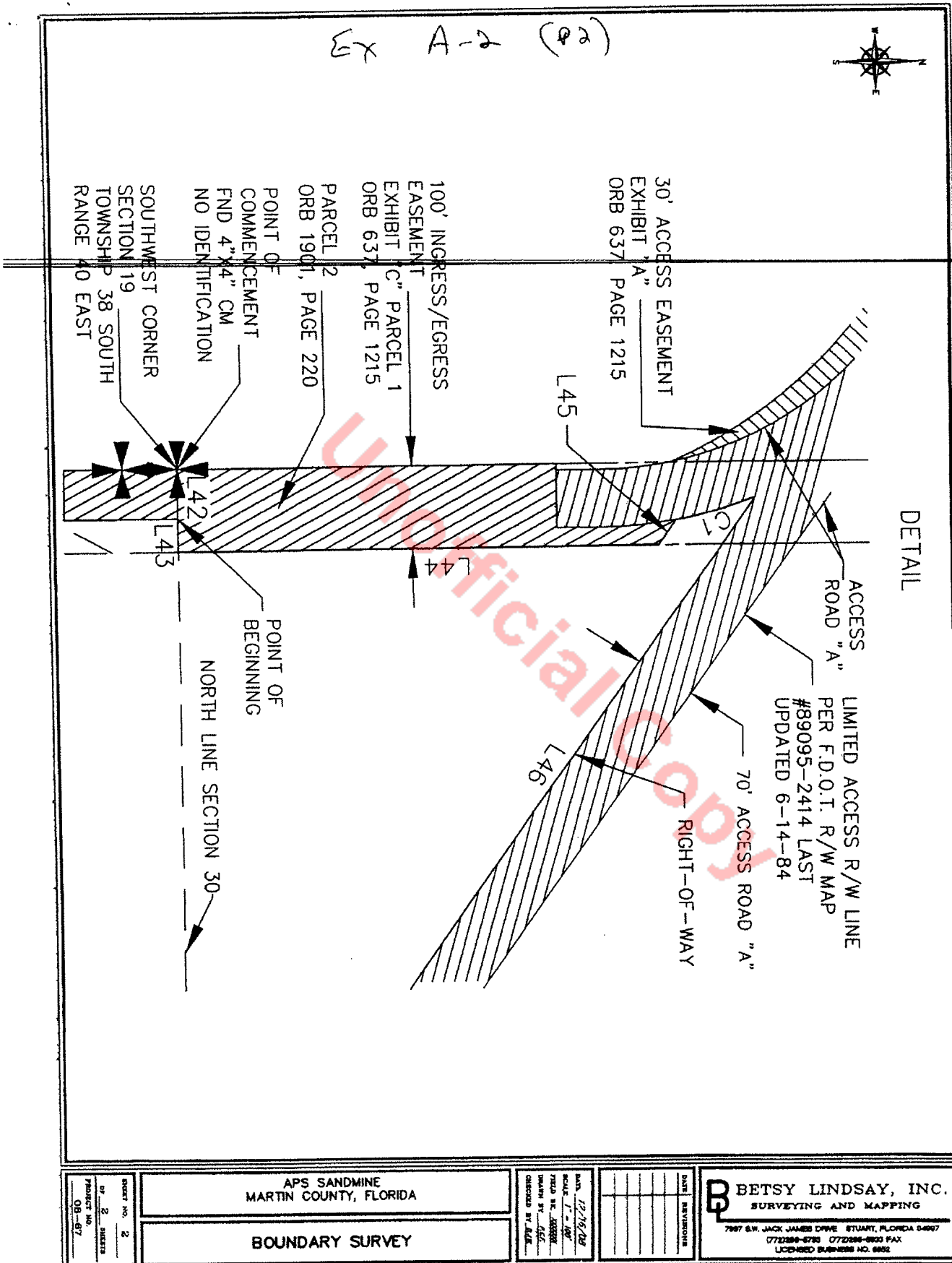
Karen L McGhee
Notary Public
Commission No. _____
Expires: _____

~~EXHIBIT~~



SHEET NO. 1 OF 1 SHEETS PROJECT NO. 08-87	APS SANDMINE MARTIN COUNTY, FLORIDA	DATE 12/16/88 SCALE 1" = 100' DRAWN BY JESSIE CHECKED BY JAC	BOUNDS SURVEY	NORTH EAST SOUTH WEST	B	BETSY LINDSAY, INC. SURVEYING AND MAPPING 7907 S.W. JACK JAMES DRIVE STUART, FLORIDA 34987 772-894-8760 072286-8085 FAX LICENSED BUSINESS NO. 6462
---	--	---	---------------	--------------------------------	---	---





Ex A-2 (P2)

EXHIBIT "B"
ACEP PROPERTY

Order No.: 2662279
Customer Reference: 32028.000

Exhibit "A"

A PARCEL OF LAND LYING IN PARCEL 1 OF THOSE LANDS DESCRIBED IN EXHIBIT 'A' OF THAT CERTAIN WARRANTY DEED RECORDED IN OFFICIAL RECORD BOOK 1198, PAGE 1143, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA, ALL LYING IN SECTION 30, TOWNSHIP 38 SOUTH, RANGE 40 EAST, MARTIN COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 28 OF THE PLAT OF POLO CLUB AS RECORDED IN PLAT BOOK 16, PAGE 67 OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA: THENCE NORTHWESTERLY FOR THE NEXT THREE COURSES ALONG THE NORTHEASTERLY LINE OF THE PLAT OF DRESSAGE ESTATES AS RECORDED IN PLAT BOOK 16, PAGE 24 OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA; THENCE N40°54'40"W A DISTANCE OF 517.38 FEET; THENCE N32°45'58"W A DISTANCE OF 1259.59 FEET; THENCE N30°50'55"W A DISTANCE OF 318.29 FEET; THENCE DEPARTING FROM SAID NORTHEASTERLY BOUNDARY OF THE PLAT OF DRESSAGE ESTATES N59°09'05"E A DISTANCE OF 2202.53 FEET TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF ACCESS ROAD "A" FOR INTERSTATE 95 PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION NO. 89095-2414, FOR INTERSTATE 95, SHEET 12 OF 17, LAST UPDATED ON 6-14-84; THENCE S55°50'57"E ALONG SAID SOUTHWESTERLY LINE OF ACCESS ROAD "A" A DISTANCE OF 247.80 FEET TO THE WEST LINE OF A 60 FOOT ACCESS EASEMENT; THENCE SOUTHEASTERLY ALONG THE WEST SIDE OF SAID 60 FOOT ACCESS EASEMENT FOR THE NEXT SIX COURSES; THENCE S10°50'15"E A DISTANCE OF 277.79 FEET; THENCE S14°57'04"E A DISTANCE OF 454.03 FEET; THENCE S16°49'52"E A DISTANCE OF 272.01 FEET; THENCE S26°50'48"E A DISTANCE OF 720.42 FEET; THENCE S27°06'17"E A DISTANCE OF 95.85 FEET; THENCE S16°59'12"E A DISTANCE OF 197.68 FEET TO THE NORTHERLY LINE OF THE PLAT OF POLO CLUB AS RECORDED IN PB 16, PG 67; THENCE WESTERLY ALONG SAID NORTHERLY LINE FOR THE NEXT THREE COURSES; THENCE S52°33'22"W A DISTANCE OF 382.90 FEET; THENCE S73°33'30"W A DISTANCE OF 949.43 FEET; THENCE S49°05'14"W A DISTANCE OF 493.08 FEET TO THE POINT OF BEGINNING.

*

CLOSURE

Figure Name: 11 AC PARCEL (REV 10-5-17)

North: 1021266.1880	East: 864412.5960	
Course: S 79-23-07.4 W	Distance: 376.65	
North: 1021196.8091	East: 864042.3954	
Arc Length: 263.95	Radius: 200.00	Delta: 75-36-53.4
Tangent: 155.18	Chord: 245.20	Ch Course: N 62-48-26.0 W
Course In: N 10-36-52.6 W	Out: S 65-00-00.7 W	
Ctr North: 1021393.3868	East: 864005.5549	
End North: 1021308.8637	East: 863824.2931	
Course: N 24-59-59.3 W	Distance: 275.98	
North: 1021558.9889	East: 863707.6589	
Course: N 13-08-18.4 W	Distance: 239.36	
North: 1021792.0852	East: 863653.2508	
Course: N 18-32-36.3 W	Distance: 249.82	
North: 1022028.9341	East: 863573.8027	
Course: N 27-53-04.6 W	Distance: 243.44	
North: 1022244.1086	East: 863459.9476	
Course: N 30-51-23.5 W	Distance: 110.73	
North: 1022339.1619	East: 863403.1573	
Arc Length: 72.97	Radius: 82.08	Delta: 50-55-53.5
Tangent: 39.09	Chord: 70.59	Ch Course: N 05-23-26.8 W
Course In: N 59-08-36.5 E	Out: N 69-55-30.0 W	
Ctr North: 1022381.2615	East: 863473.6219	
End North: 1022409.4366	East: 863396.5258	
Arc Length: 95.32	Radius: 61.37	Delta: 88-59-47.8
Tangent: 60.30	Chord: 86.02	Ch Course: N 64-34-23.9 E
Course In: S 69-55-30.0 E	Out: N 19-04-17.8 E	
Ctr North: 1022388.3729	East: 863454.1629	
End North: 1022446.3700	East: 863474.2140	
Course: S 70-55-42.2 E	Distance: 40.85	
North: 1022433.0230	East: 863512.8198	
Course: S 55-50-57.1 E	Distance: 243.60	
North: 1022296.2715	East: 863714.4156	
Course: S 34-07-44.5 E	Distance: 1244.40	
North: 1021266.1880	East: 864412.5960	

Perimeter: 3457.05

Area: 483087.57 11.09 acres

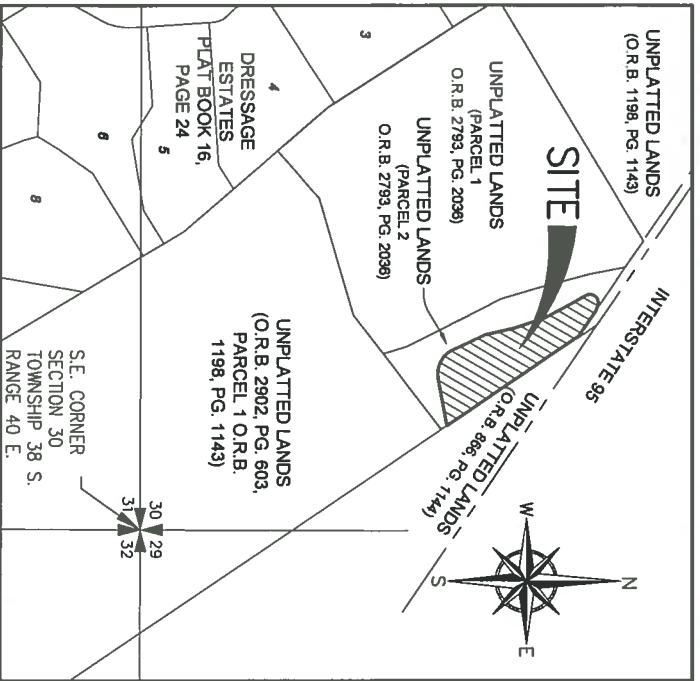
Mathematical Closure - (Uses Survey Units)

Press any key for more...

Error of Closure: 0.000

Course: S 90-00-00.0 E

Precision 1: 3457051783.26



LOCATION MAP
(NOT TO SCALE)

SURVEYOR'S NOTES

1. BEARINGS AS SHOWN HEREON ARE BASED ON STATE PLANE COORDINATES, NORTH AMERICAN DATUM OF 1983/1990 (N.A.D. 83/90), FLORIDA EAST ZONE, REFERENCE A BEARING OF N52°33'22"E ALONG THE SOUTHERLY LINE OF PARCEL 2, OFFICIAL RECORDS BOOK 2793, PAGE 2036, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.
2. THIS IS NOT A BOUNDARY SURVEY.
3. THIS LEGAL DESCRIPTION SHALL NOT BE VALID UNLESS PROVIDED IN ITS ENTIRETY CONSISTING OF SHEETS 1 THROUGH 3.

ABBREVIATIONS

Δ	DELTA (CENTRAL) ANGLE
F.D.O.T.	FLORIDA DEPARTMENT OF TRANSPORTATION
L	LENGTH OF ARC
NO.	NUMBER
ORB	OFFICIAL RECORDS BOOK
PAGE	PAGE
PROFESSIONAL LAND SURVEYOR	PROFESSIONAL LAND SURVEYOR
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
P.S.M.	PROFESSIONAL SURVEYOR AND MAPPER
R	RADIUS OF ARC

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THE "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" AS SHOWN HEREON WAS PREPARED UNDER MY DIRECTION AND CHARGE ON SEPTEMBER 30, 2017, AND THAT SAID "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF. IT IS FURTHER CERTIFIED THAT THIS "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" COMPLIES WITH THE STANDARDS OF PRACTICE FOR "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

BETSY LINDSAY, INC.
SURVEYING AND MAPPING
NO. 5565

DAVID JOSEPH WATSON, P.S.M.
FLORIDA REGISTRATION NO. 35965

NOT VALID WITHOUT THE SIGNATURE
AND ORIGINAL RAISED SEAL OF FLORIDA
LICENSED SURVEYOR AND MAPPER

SHEET NO. 1
OF 3 SHEETS
PROJECT NO.
08-67B

DATE	REVISIONS
07/30/18	REVISE PER COMMENTS

A PORTION OF SECTION 30, TOWNSHIP 38 S.,
RANGE 40 E., MARTIN COUNTY, FLORIDA
SKETCH AND LEGAL DESCRIPTION
PROGRESSIVE WASTE SOLUTIONS

DATE 08/30/2017
SCALE NOT TO SCALE
FIELD BY D.B.
DRAWING BY D.B.
CHECKED BY D.J.W.

BETSY LINDSAY, INC.
SURVEYING AND MAPPING
7987 S.W. JACK JAMES DRIVE SUITE 100 FLORIDA 34987
(772)286-5753 (772)286-5958 FAX
LICENSED BUSINESS NO. 0692

LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN PARCEL 1 OF THOSE LANDS DESCRIBED IN EXHIBIT 'A' OF THAT CERTAIN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 1198, PAGE 1143, MORE PARTICULARLY DESCRIBED IN PARCEL 2 OF OFFICIAL RECORDS BOOK 2793, PAGE 2036, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA. ALL LYING IN SECTION 30, TOWNSHIP 38 SOUTH, RANGE 40 EAST, MARTIN COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID PARCEL 2 AS DESCRIBED IN OFFICIAL RECORDS BOOK 2793, PAGE 2036; THENCE N 34°07'45" W, ALONG THE EASTERLY LINE OF SAID LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 1198, PAGE 1143, SAID LINE ALSO BEING THE EASTERLY LINE OF SAID PARCEL 2 OF OFFICIAL RECORDS BOOK 2793, PAGE 2036, A DISTANCE OF 54.61 FEET TO THE POINT OF BEGINNING; THENCE S 79°23'07" W, A DISTANCE OF 376.65 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 200.00 FEET AND A CENTRAL ANGLE OF 75°36'54"; THENCE NORTHWESTERLY ALONG THE ARC A DISTANCE OF 263.95 FEET; THENCE N 24°59'59" W, A DISTANCE OF 275.98 FEET; THENCE N 13°08'18" W, A DISTANCE OF 239.36 FEET; THENCE N 18°32'36" W, A DISTANCE OF 249.82 FEET; THENCE N 27°53'05" W, A DISTANCE OF 243.44 FEET; THENCE N 30°51'24" W, A DISTANCE OF 110.73 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 82.08 FEET AND A CENTRAL ANGLE OF 50°55'54"; THENCE NORTHERLY ALONG THE ARC A DISTANCE OF 72.97 FEET TO A POINT OF COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 61.37 FEET AND A CENTRAL ANGLE OF 88°59'48"; THENCE NORTHEASTERLY ALONG THE ARC, A DISTANCE OF 95.32 FEET; THENCE S 70°55'42" E, A DISTANCE OF 40.85 FEET TO AN INTERSECTION WITH THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE 70 FOOT ACCESS ROAD "A" FOR STATE ROAD 9 (I-95) PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION NO. 89095-2414; THENCE S 55°50'57" E ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, A DISTANCE OF 243.60 FEET TO AN INTERSECTION WITH THE EASTERLY LINE OF SAID PARCEL 1; THENCE S 34°07'45" E ALONG SAID EASTERLY LINE, A DISTANCE OF 1,244.40 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 483,088 SQUARE FEET OR 11.09 ACRES, MORE OR LESS.

SAID PARCEL BEING SUBJECT TO ANY/ALL EASEMENTS, RESERVATIONS, DEDICATIONS OR RESTRICTIONS.

SHEET NO. 2
OF 3 SHEETS
PROJECT NO.
08-67B

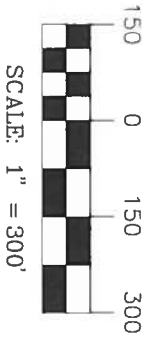
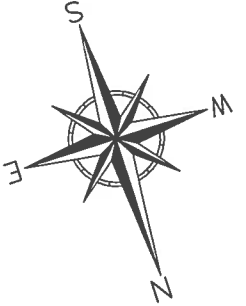
DATE	REVISIONS
07/30/18	REVIS PER COMMENTS

A PORTION OF SECTION 30, TOWNSHIP 38 S.,
RANGE 40 E., MARTIN COUNTY, FLORIDA
SKETCH AND LEGAL DESCRIPTION
PROGRESSIVE WASTE SOLUTIONS

DATE 08/30/2017
SCALE NOT TO SCALE
FIELD BK.
DRAWING BY D.B.
CHECKED BY D.J.W.

B BETSY LINDSAY, INC.
SURVEYING AND MAPPING
7887 S.W. JACK JAMES DRIVE SUITE 100, FORT LAUDERDALE, FL 33314
772-296-5753 772-296-5055 FAX
LICENSED BUSINESS NO. 0852

SOUTHWESTERLY RIGHT OF WAY LINE OF 70' ACCESS ROAD "A" FOR STATE ROAD 9 (I-95) PER F.D.O.T.
RIGHT OF WAY MAP SECTION NO. 89095-2414, SHEET 10 OF 17, LAST UPDATED ON 6-14-84



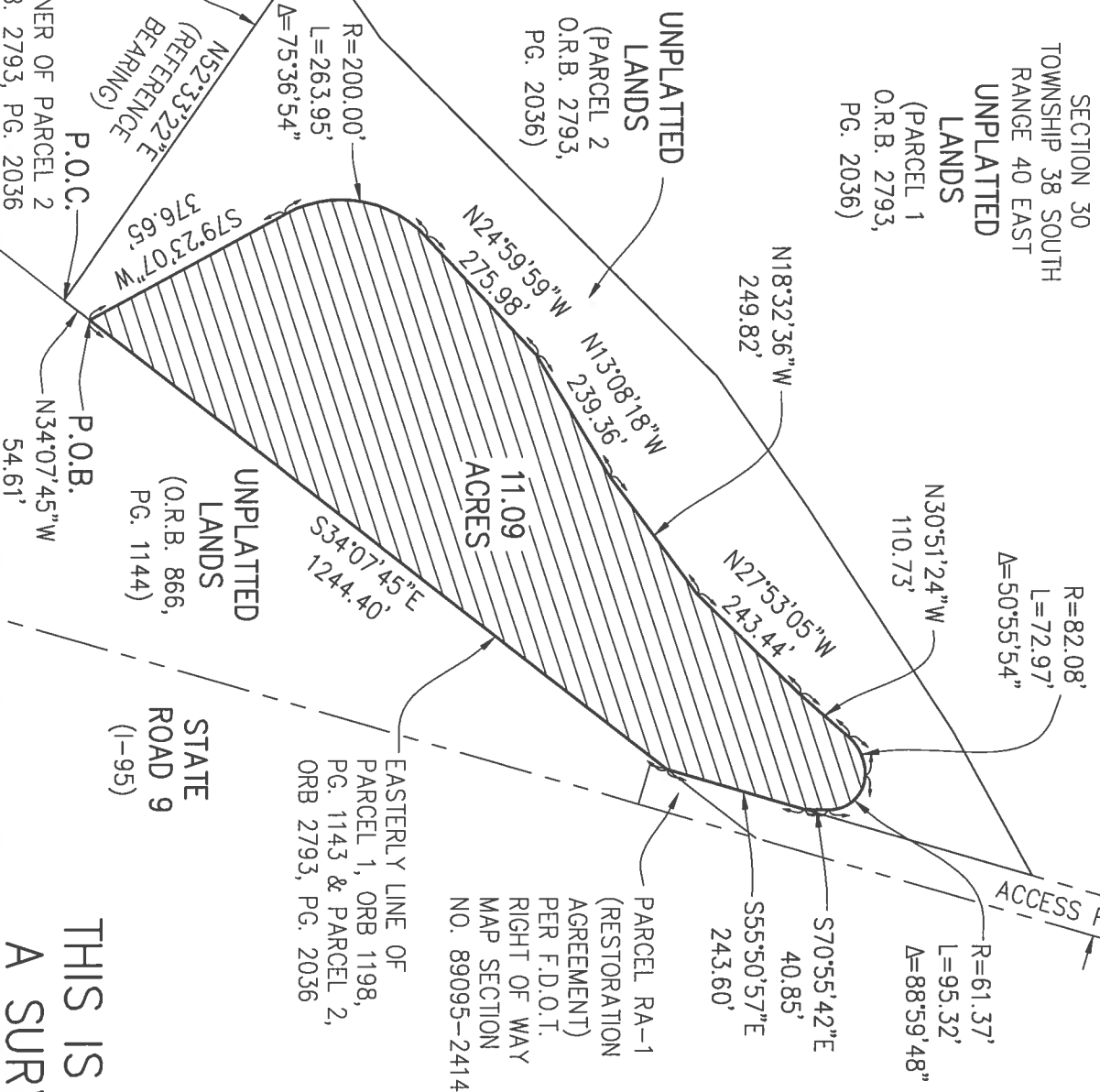
SECTION 30
TOWNSHIP 38 SOUTH
RANGE 40 EAST
**UNPLATTED
LANDS**
(PARCEL 1
O.R.B. 2793,
PG. 2036)

**UNPLATTED
LANDS**
(PARCEL 2
O.R.B. 2793,
PG. 2036)

UNPLATTED LANDS
(O.R.B. 2902, PG. 603,
PARCEL 1 O.R.B. 1198, PG. 1143)

SOUTHERLY LINE OF
PARCEL 2
O.R.B. 2793, PG. 2036

S.E. CORNER OF PARCEL 2
O.R.B. 2793, PG. 2036



PARCEL RA-1
(RESTORATION
AGREEMENT)
PER F.D.O.T.
RIGHT OF WAY
MAP SECTION
NO. 89095-2414

EASTERLY LINE OF
PARCEL 1, ORB 1198,
PG. 1143 & PARCEL 2,
ORB 2793, PG. 2036

STATE
ROAD 9
(I-95)

THIS IS NOT
A SURVEY

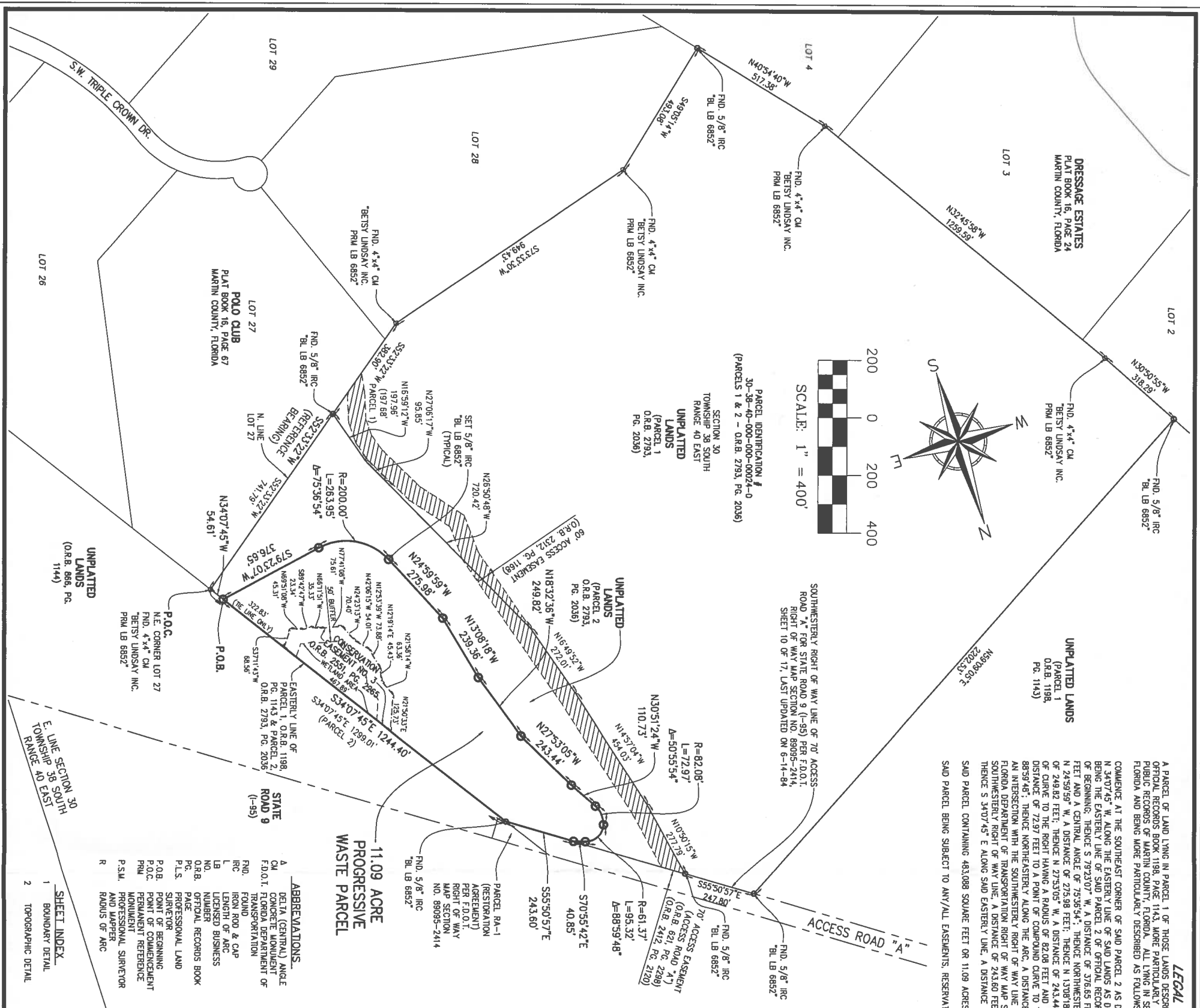
SHEET NO. 3
OF 3 SHEETS
PROJECT NO.
08-67B

DATE	REVISIONS
07/30/18	REWE PER COMMENTS

A PORTION OF SECTION 30, TOWNSHIP 38 S.,
RANGE 40 E., MARTIN COUNTY, FLORIDA
SKETCH AND LEGAL DESCRIPTION
PROGRESSIVE WASTE SOLUTIONS

DATE 08/30/2017
SCALE 1" = 300'
FIELD BK.
DRAWING BY D.B.
CHECKED BY D.J.W.

B BETSY LINDSAY, INC.
SURVEYING AND MAPPING
7907 SW JACK JAMES DRIVE SUITE 100, FLORIDA 34907
(772)286-5793 (772)286-5055 FAX
LICENSED BUSINESS NO. 0692



LEGAL DESCRIPTION

A PARCEL OF LAND LING IN PARCEL 1 OF THOSE LANDS DESCRIBED IN EXHIBIT "A," OF THAT CERTAIN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 1198, PAGE 1143, MORE PARTICULARLY DESCRIBED IN PARCEL 2 OF OFFICIAL RECORDS BOOK 2793, PAGE 2036, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA. ALL LING IN SECTION 30, TOWNSHIP 38 SOUTH, RANGE 40 EAST, MARTIN COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID PARCEL 2 AS DESCRIBED IN OFFICIAL RECORDS BOOK 2793, PAGE 2036. THENCE S 34°07'45" W, ALONG THE EASTERLY LINE OF SAID LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 1198, PAGE 1143, SAID LINE ALSO BEING THE EASTERLY LINE OF SAID PARCEL 2 OF OFFICIAL RECORDS BOOK 2793, PAGE 2036, A DISTANCE OF 54.61 FEET TO THE POINT OF BEGINNING. THENCE S 79°23'07" W, A DISTANCE OF 376.65 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 200.00 FEET AND A CENTRAL ANGLE OF 75.36°44". THENCE NORTHEASTERLY, ALONG THE ARC A DISTANCE OF 26.83 FEET; THENCE N 24°59'59" W, A DISTANCE OF 275.98 FEET; THENCE N 13°08'18" W, A DISTANCE OF 239.36 FEET; THENCE N 18°32'36" W, A DISTANCE OF 249.82 FEET; THENCE N 27°53'05" W, A DISTANCE OF 243.44 FEET; THENCE N 30°51'24" W, A DISTANCE OF 10.73 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 82.08 FEET AND A CENTRAL ANGLE OF 50°53'45". THENCE NORTHEASTLY ALONG THE ARC A DISTANCE OF 72.97 FEET TO A POINT OF COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 61.37 FEET AND A CENTRAL ANGLE OF 88°59'48". THENCE NORTHEASTERLY ALONG THE ARC A DISTANCE OF 95.32 FEET; THENCE S 70°55'42" E, A DISTANCE OF 40.85 FEET TO AN INTERSECTION WITH THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE 70 FEET ACCESS ROAD "A" FOR STATE ROAD 9 (I-95) PER A CONDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION NO. 8809S-244; THENCE S 55°50'17" E, ALONG S.D. SOUTHWESTERLY RIGHT OF WAY LINE, A DISTANCE OF 243.60 FEET TO AN INTERSECTION WITH THE EASTERLY LINE OF SAID PARCEL 1; THENCE S 34°07'45" E, ALONG SAID EASTERLY LINE, A DISTANCE OF 1,444.40 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 483,088 SQUARE FEET OR 11.09 ACRES, MORE OR LESS.

SAID PARCEL BEING SUBJECT TO ANY/ALL EASEMENTS, RESERVATIONS, DEDICATIONS OR RESTRICTIONS.

CERTIFIED TO:

- MARTIN COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
- CHICAGO TITLE INSURANCE COMPANY

UNPLATTED LANDS (O.R.B. 1198, PG. 1145)

UNPLATTED LANDS (PARCEL 1 O.R.B. 252, PG. 2036)

UNPLATTED LANDS (PARCEL 2 O.R.B. 2703, PG. 2036)

SITE

INTERSTATE 85

UNPLATTED LANDS (O.R.B. 484, PG. 1145)

UNPLATTED LANDS

3

4

DRESSAGE ESTATES PLAYBOOK 16, PAGE 24

POLO CLUB PLAYBOOK 16, PAGE 67

S.E. CORNER SECTION 38 TOWNSHIP 38 S. RANGE 40 E.

W

N

E

S

LOCATION MAP (NOT TO SCALE)

SURVEYOR'S NOTES

1. BENCHMARKS AS SHOWN HEREON ARE BASED ON STATE PLATE COORDINATES, NORTH AMERICAN DATUM OF 1983/1990 (N.A.D. 83/90), FLORIDA EAST ZONE. REFERENCE A BEARING OF S82.33322°W ALONG THE NORTH LINE OF LOT 27, OF THE PLAT OF PALO CLUB, AS RECORDED IN PLAT BOOK 16, PAGE 67, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.
2. ELEVATIONS AS SHOWN HEREON REFERENCE THE NORTH AMERICAN VERTICAL DATUM OF 1988 (N.A.V.D. 88). REFERENCE NATIONAL GEODETIC SURVEY (N.G.S.) BENCHMARKS 195 89 445', ELEVATION = 31.39' FEET AND 195 89 446', ELEVATION = 36.337' FEET, TO CONVERT ELEVATIONS FROM N.A.V.D. 88 TO NATIONAL GEODETIC VERTICAL DATUM 1929 (N.G.V.D. 29) ADD 1.46 FEET TO THE N.A.V.D. 88 ELEVATION.
3. ELEVATIONS AS SHOWN HAVE BEEN MEASURED TO AN ESTIMATED VERTICAL POSITIONAL ACCURACY OF 0.10 FEET.
4. THIS PROPERTY IS LOCATED IN FEDERAL FLOOD ZONE X, REFERENCE FEMA MAP COMMUNITY NO. 120161, PANELS 0140 AND 0125, SUFFIX G, EFFECTIVE DATE MARCH 16, 2015.
5. WELL-IDENTIFIED FEATURES IN THIS SURVEY AND MAP HAVE BEEN MEASURED TO AN ESTIMATED HORIZONTAL POSITIONAL ACCURACY OF 0.10 FEET.
6. THIS SURVEY IS BASED ON A CLOSED GEOMETRIC FIGURE EXCEEDING A HORIZONTAL CLOSURE OF 1:10,000.
7. THERE WAS NO ATTEMPT TO LOCATE ANY SUBSURFACE FOUNDATIONS.
8. NO UNDERGROUND UTILITIES WERE LOCATED OR SHOWN HEREON.
9. THIS SURVEY WAS DONE WITH THE BENEFIT OF A TITLE COMMITMENT PREPARED BY CHICAGO TITLE INSURANCE COMPANY, COMMITMENT DATE: 09/03/2018 AT 11:00 P.M., REFERENCE FILE NUMBER 17-6207, REFERENCE THE FOLLOWING EXCEPTIONS IN SCHEDULE B, SECTION II:

THIS SURVEY WAS DONE WITH THE BENEFIT OF A TITLE COMMITMENT PREPARED BY CHICAGO TITLE INSURANCE COMPANY, COMMITMENT DATE: 09/03/2018 AT 11:00 P.M., REFERENCE FILE NUMBER 17-6207, REFERENCE THE FOLLOWING EXCEPT, SCHEDULE B SECTION 08.

8. Current Running with the Land, recorded June 5, 1997 in Official Records Book 1241, Page 1961. (RESPONSE: AFFECTS PROPERTY, NOT DETRIMENTAL.)
9. Declaration of Interest, recorded June 5, 1997 in Official Records Book 1241, page 1964. (RESPONSE: AFFECTS PROPERTY, NOT DETRIMENTAL.)
10. INTENTIONALLY DELETED
11. Current Running with the Land, recorded August 26, 2002 in Official Records Book 1673, page 2434. (RESPONSE: AFFECTS PROPERTY, NOT DETRIMENTAL.)
12. Resolution Number 07-316, regarding master and final site plan approval, recorded August 26, 2002 in Official Records Book 1673, page 2438. (RESPONSE: AFFECTS PROPERTY, NOT DETRIMENTAL.)
13. Terms and conditions of Utility of Title, recorded August 26, 2002 in Official Records Book 1673, page 2445 and recorded June 28, 2017 in Official Records Book 2324, page 1468. (RESPONSE: AFFECTS PROPERTY, NOT DETRIMENTAL.)
14. INTENTIONALLY DELETED
15. Resolution Number 05-316, regarding master/final site plan approval, recorded April 7, 2005 in Official Records Book 2000, page 514 and Development Order Change recorded in Official Records Book 2594, Page 942. (RESPONSE: AFFECTS PROPERTY, NOT DETRIMENTAL.)
16. Utility of Title recorded in Official Records Book 1241, page 1959. (RESPONSE: AFFECTS PROPERTY, NOT DETRIMENTAL.)
17. Provisions of Mutual Ditch Open Access Easement recorded in Official Records Book 2412, page 2120. (RESPONSE: AFFECTS PROPERTY, SHOWN ON SURVEY.)
18. Deed of Conservation Easement recorded in Official Records Book 2551, Page 2265. (RESPONSE: AFFECTS PROPERTY, SHOWN ON SURVEY.)
19. Preserve Area Management Plan recorded in Official Records Book 2550, Page 1970. (RESPONSE: AFFECTS PROPERTY, NOT DETRIMENTAL.)

I HEREBY CERTIFY THAT THE "BOUNDARY & TOPOGRAPHIC SURVEY" OF HOWARD HEDDER IS A TRUE AND CORRECT REPRESENTATION OF A FIELD SURVEY MADE UNDER MY DIRECTION AND CONTROL ON OCTOBER 6, 2014, AND SAID "BOUNDARY & TOPOGRAPHIC SURVEY" IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF. IT IS FURTHER CERTIFIED THAT SAID "BOUNDARY & TOPOGRAPHIC SURVEY" SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5, 161 ~~160~~ 161 F.S. IS AN ILLUSTRATIVE ONE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

SURVEYING AND MAPPING

DAVID JOSEPH MCHSER, P.S.M.
FLORIDA REGISTRATION NO. 5565

[illegible]

SHEET NO. 1
OF 2 SHEETS
PROJECT NO. 08-63D

11.09 ACRE PROGRESSIVE WASTE PARCEL BEING, A PORTION
OF SECTION 30, TOWNSHIP 38 S., RANGE 40 E.,
MARTIN COUNTY, FLORIDA

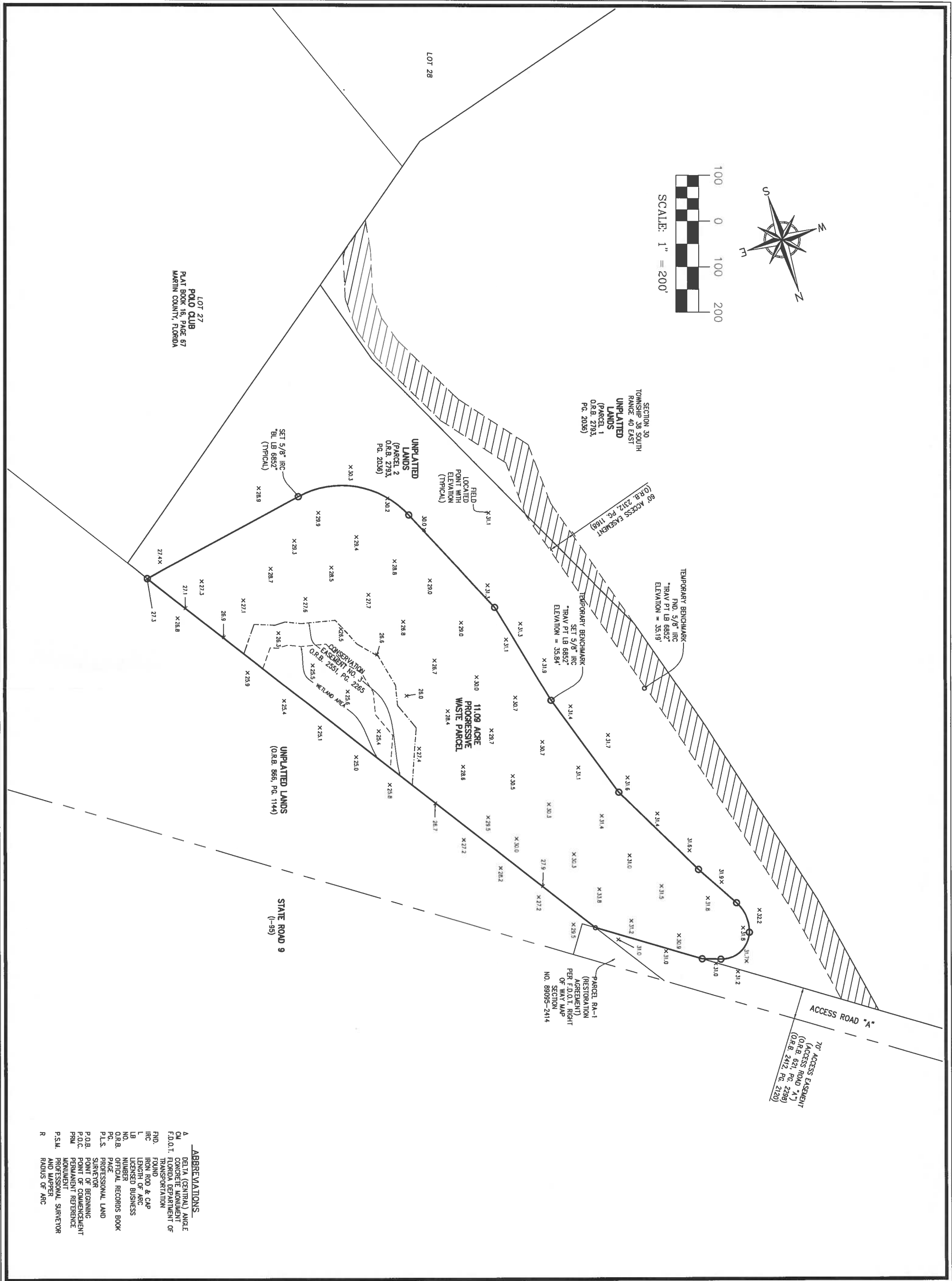
BOUNDARY & TOPOGRAPHIC SURVEY
PROGRESSIVE WASTE SOLUTIONS

DATE 10/06/2017
SCALE AS SHOWN
FIELD BK. MC 42
DRAWN BY D.B.
CHECKED BY D.J.W.

DATE	REVISIONS
02/14/2018	REUSE DRAWING
09/21/2018	REUSE TITLE

B BETSY LINDSAY, INC.
SURVEYING AND MAPPING

7997 S.W. JACK JAMES DRIVE STUART, FLORIDA 34997
(772)286-5753 (772)286-5933 FAX
LICENSED BUSINESS NO. 6852



ABBREVIATIONS-

A DELTA (CENTRAL) ANGLE
CM CONCRETE MONUMENT
F.D.O.T. FLORIDA DEPARTMENT OF TRANSPORTATION
FND. FOUND
IRC IRON ROD & CAP
L LENGTH OF ARC
LB LICENSED BUSINESS
NO. NUMBER
O.R.B. OFFICIAL RECORDS BOOK
PG. PAGE
PLS. PROFESSIONAL LAND SURVEYOR
P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCEMENT
PRM. PERMANENT REFERENCE MONUMENT
P.S.M. PROFESSIONAL SURVEYOR AND MAPPER
R RADIUS OF ARC

11.09 ACRE PROGRESSIVE WASTE PARCEL BEING, A PORTION OF SECTION 30, TOWNSHIP 38 S., RANGE 40 E., MARTIN COUNTY, FLORIDA

BOUNDARY & TOPOGRAPHIC SURVEY

PROGRESSIVE WASTE SOLUTIONS

SHEET NO. 2

OF 2 SHEETS

PROJECT NO. 08-67B

DATE 10/06/2017

SCALE AS SHOWN

FIELD BK. MC 42

DRAWN BY D.B.

CHECKED BY D.L.W.

DATE	REVISIONS
02/14/2018	REVISE DRAWING
09/21/2018	REVISE TITLE

B BETSY LINDSAY, INC.

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