

MARTIN COUNTY COMPREHENSIVE PLAN AMENDMENT

REQUEST NUMBER:

CPA 18-7, Hamm

APPLICANT:

Martin County
Board of County Commissioners

PLANNER-IN-CHARGE:

Richard Lawton
Planner II

REPRESENTED BY:

Nicki van Vonno, AICP
Growth Management Director

DATE: October 24, 2017

**ORIGINAL MEETING REVISION DATE
DATE**

LPA MEETING:

February 1, 2017

January 3, 2018

BCC TRANSMITTAL HEARING

ADOPTION HEARING:

FINAL TRANSMITTAL TO DEO:

LPA RECOMMENDATION:	<u>Date</u> February 1, 2017	
BCC TRANSMITTAL HEARING:		
BCC ADOPTION HEARING:		

SITE LOCATION: The parcel encompasses 27-acres located just south of SE Saturn Street, between SE Federal Highway and SE Dixie Highway in Hobe Sound. (See attached Location Map for location of parcel.)

APPLICANT REQUEST: A request for a Future Land Use Map change from Low Density Residential and Commercial Limited to Conservation and a concurrent zoning change from A-3 (Conservation); R-3 (Multi-Family Residential); and B-1 (Business); to PC (Public Conservation).

STAFF RECOMMENDATION:

Staff recommends approval of the proposed land use change on the property from Low Density Residential and Commercial Limited to Conservation.

EXECUTIVE SUMMARY:

The application is for a Future Land Use Map change from Low Density Residential and Commercial Limited to Conservation on 27-acres known as the Hamm property, located just south of SE Saturn Street, between SE Federal Highway and SE Dixie Highway in Hobe Sound.

The Hamm property is a biologically significant scrub habitat that has been included on the Martin County's Land Acquisition Selection Committee priority list since 2008, and been a topic of discussion for acquisition because of its environmental significance since 2006. The site is comprised of sand pine scrub and hosts numerous species of special concern including Gopher Tortoise, Indigo Snake, Florida Scrub Jay, Lichens, Tillandsia Air Plants, Florida Rosemary, scrub mint, and federally protected Four-Petal Pawpaw. The property is adjacent to other preserve areas including property owned and maintained by the US Fish and Wildlife Service Hobe Sound National Wildlife Refuge, and is in close proximity to the regionally significant Jonathan Dickinson State Park and Atlantic Ridge ecosystem. The property adjoins the South Martin Regional Utility, South Water Treatment Plant, which contains a number of water wells that provide potable water service to Jupiter Island and Hobe Sound.

The Commercial Limited land use that exists on the far eastern portion of the overall parcel is designated on the Future Land Use Map to accommodate commercial uses accessible to major thoroughfares near residential neighborhoods at a scale and intensity of compatible with the adjacent residential neighborhoods. The existing Low Density land use on the remainder of the property allows residential single-family and multi-family dwellings at densities up to five units per acre. Martin County CGMP Policy 3.1A.4 .(2) states that environmentally sensitive lands acquired by the County shall be reclassified to the Institutional-Conservation land use designation during the next plan amendment cycle.

The request is for a Future Land Use Map change for the conservation, restoration, and protection of a biologically important scrub habitat. Staff recommends approval of a land use change from Low Density Residential and Commercial Limited to Conservation.

APPLICATION HISTORY:

October 24, 2017 - The Board of County Commissioners initiated the Comprehensive Plan Amendment by Resolution 17-10.8.

1. PROJECT/SITE SUMMARY

1.1. Physical/Site Summary

The parcel is within the following:

Planning District: South County.

Adjacent Planning District: Mid-South County.

Commission District: District 3.

Taxing District: District 3 Municipal Service Taxing Unit.

1.2 Major Roadways

The subject parcel is located south of the residential homes on SE Saturn Street, between SE Federal Highway and SE Dixie Highway in Hobe Sound. US-1 is a major arterial and Dixie Highway is a minor arterial.

1.3. Current Amendment Requests

CPA 17-14, Pettway: A request for a Future Land Use Map change from Commercial General to Medium Density Residential, on three parcels located on unopened Lewis Way, just northeast of the intersection of SE Federal Highway and SE Pettway Street.

CPA 18-1, Harmony Ranch FLUM: A request to change 2,658.52 acres of Agricultural to Estate (2UPA) on 1,024.86 acres, Rural Density on 984.25 acres, and Agricultural Ranchette on 649.41 acres located in Tropical Farms, immediately adjacent to Florida Club, Martin County Utilities, Christ Fellowship Church Campus, South Fork High School and Foxwood subdivision.

CPA 18-2, Harmony Ranch Text: Application to expand the adjacent Primary and Secondary Urban Services District to include the Harmony Ranch property.

CPA 18-3, Pineland Prairie FLUM: An amendment to the Future Land Use Map proposing a swap of land on 3400 acres from Industrial on the eastern portion of the site along Florida's Turnpike, and Agricultural Ranchette to "Compact Mixed Use (CMU)."

CPA 18-4, Pineland Prairie Text: A text amendment to the CGMP that includes the creation of a new land use and zoning category, "Compact Mixed Use (CMU)" and an alteration of the PUSD Boundary for the Pineland Prairie property.

CPA 18-5, Berry Retail: A request for a Future Land Use Map change from Commercial Office/Residential and Rural Density to Commercial Limited and Commercial General on four parcels totaling 7.24 acres, located on the south side of Martin Highway at Berry Avenue.

1.4. Past Changes in Future Land Use Designations

The Hobe Sound Community Redevelopment Area (CRA) was created, and the Hobe Sound CRA Plan was adopted, in 2000. The project site is located within the CRA, but not within either the Zoning or Mixed Use Overlays. Other Comprehensive Plan Amendments in the area include:

CPA 06-9, Key West: A Future Land Use Map change on a 2.2-acre parcel, located along the east side of Federal Hwy. and south of Porter Blvd., from Mobile Home to Medium Density Residential.

CPA 06-2, Angle In: A Future Land Use Map change on 7.9 acres from Mobile Home (allowing a maximum of 8 units per acre) to Medium Density Residential (allowing a maximum of 8 units per acre). In 2007 the Angle In Planned Unit Development was proposed on 15 acres that included both the 7.9 acre and 2.2 acre properties discussed above. As proposed the Angle In PUD would have had 125 residential units in two and three story buildings.

CPA 09-1, Sunset Ridge: A Future Land Use Map change on 12.3 acres from Mobile Home (allowing 8 units per acre) to High Density Residential (allowing 10 units per acre).

1.5. Adjacent Future Land Use

North: Low Density.

South: General Institutional.

East: Commercial Limited and Estate Density 2UPA.

West: General Institutional.

1.6. Environmental Considerations

1.6.1. Wetlands, soils and hydrology

The Soil Survey of the Martin County Area, published by the United States Department of Agriculture (1978), lists the soil types on the subject properties as #6 Paola Sand and #7 St. Lucie Sand, which are both excessively drained nearly level to sloping sandy soil that are not indicative of wetlands.

#6, Paola sand, is an excessively drained soil found on the coastal ridge and in isolated knolls. The water table is below a depth of 72 inches throughout the year. The soil is not suited to cultivated crops and is only fairly suited to grazing.

#77, St. Lucie sand, 8 to 20 percent slopes. This deep, strongly sloping to moderately steep sandy soil is excessively drained St. Lucie soils. This soil is not suited to cultivated crops, citrus, or improved pasture.

The Composite Wetlands Map indicates a low probability for the presence of wetlands on the parcels. Martin County CGMP policies 9.1G. do not allow negative impacts to wetlands. Any development on the property would require an environmental assessment to identify wetlands on or within 100 feet of the property.

1.6.2. Wellfield protection

The following is a description of the presence of existing wellfields proximate to the site and applicable wellfield protection measures.

The property adjoins the South Martin Regional Utility, South Water Treatment Plant, which contains a number of water wells and provides potable water service to Jupiter Island and Hobe Sound. Additional water wells that supply the Utility are located on The Pine School property across US-1 to the west.

Any proposed project on the property will be evaluated for wellfield requirements during the County's Development Review process. If groundwater or surface water withdrawals are proposed for irrigation, then the applicant will be required to submit additional information at the development review stage and submit a South Florida Water Management District Water Use Permit.

1.7. Adjacent Existing Uses

Below is a summary of the existing adjacent land uses in the general vicinity of the subject property:

NORTH: The residential homes along Saturn Street.
SOUTH: South Martin Regional Utility.
EAST: Various commercial businesses on Limited Commercial land and Dixie Highway.
WEST: US-1 and then the Pine School property.

2. ANALYSIS

The applicant must provide justification for the proposed amendment. The justification should examine specific changes occurring in the vicinity of the subject property, including changes in local utilities' availability; thoroughfare structure; demographics; and surrounding land uses and zoning. Additionally, the existing physical characteristics of the parcel and any shifts in the local composition of the area's commercial, industrial, and/or residential character should be considered. The applicant should focus this justification on a specific, detailed analysis of the area, bearing in mind the future land use amendment approval criteria outlined in Section 1.11 of the Comprehensive Growth Management Plan, Martin County Code. The Staff analysis is based on an evaluation of the amendment application materials, applicable Comprehensive Growth Management Plan policies and other relevant information.

2.1. Criteria for a Future Land Use Amendment (Section 1-11 CGMP)

In evaluating each Future Land Use Map amendment request or a text amendment request which changes an allowable use of land for a specific parcel, staff begins with the assumption that the Future Land Use Map, as amended, is generally an accurate representation of the intent of the Board of County Commissioners, and thus the community, for the future of Martin County. Based on this assumption, staff can recommend approval of a requested change provided it is consistent with all other elements of this Plan and at least one of the following three situations has been demonstrated by the applicant to exist. If staff cannot make a positive finding regarding any of the items in (a) through (c), along with a determination of consistency with all Plan goals, objectives, and policies and the requirements of this chapter, staff shall recommend denial.

(a) Past changes in land use designations in the general area make the proposed use logical and consistent with these uses and adequate public services are available and growth in the area – in terms of development of vacant land, redevelopment and availability of public services – has altered the character of the area such that the proposed request is now reasonable and consistent with area land use characteristics; or

Section 1.4 of this staff report lists a number of land use changes that have contributed to development and redevelopment in the immediate and surrounding areas. Past changes do not reflect a change to the area that would justify the proposed change to make it logical or consistent with the general area. Criteria number one has not been met.

(b) The proposed change would correct an inappropriately assigned land use designation; or
The surrounding area has developed consistent with the FLUM. Development of the surrounding area alone is not sufficient to find that the character of the area has changed. Criteria number 2 has not been met.

(c) The proposed change is a County initiated amendment that would correct a public facility deficiency in a County facility that provides for the health, safety or general welfare of

County residents and cannot otherwise be adequately provided in a cost effective manner at locations where the proposed land use is currently consistent with the CGMP.

This is a County initiated amendment to preserve environmentally sensitive land that contains biologically important scrub habitat for the purpose of conservation, restoration, protection and enhancement of the County's natural resources. This criterion has been met.

2.2. Urban Sprawl

Florida Statute 163.3177(3)(a)9. states that any amendment to the future land use element shall discourage the proliferation of urban sprawl and provides thirteen indicators to judge whether a future land use amendment discourages the proliferation of urban sprawl.

Urban sprawl is defined as a development pattern characterized by low density, automobile-dependent development with either a single use or multiple uses that are not functionally related, requiring the extension of public facilities and services in an inefficient manner, and failing to provide a clear separation between urban and rural uses.

Florida Statute provides an additional eight criteria, of which four must be met, in order to judge whether an amendment can be determined to discourage the proliferation of urban sprawl. An evaluation of the thirteen indicators for urban sprawl and a determination on the eight criteria for this future land use request follows:

(I) Promotes, allows, or designates for development substantial areas of the jurisdiction to develop as low-intensity, low-density, or single-use development or uses.

No. The site is located within the Primary Urban Service District, in an area that provides a mix of uses including commercial, institutional, and residential.

(II) Promotes, allows, or designates significant amounts of urban development to occur in rural areas at substantial distances from existing urban areas while not using undeveloped lands that are available and suitable for development.

No. This is urban area and the property is intended for conservation to protect environmentally sensitive land.

(III) Promotes, allows, or designates urban development in radial, strip, isolated, or ribbon patterns generally emanating from existing urban developments.

No. The site is proposed for conservation and no urban development will be allowed on the site.

(IV) Fails to adequately protect and conserve natural resources, such as wetlands, floodplains, native vegetation, environmentally sensitive areas, natural groundwater aquifer recharge areas, lakes, rivers, shorelines, beaches, bays, estuarine systems, and other significant natural systems.

No. The site has been specifically identified as environmentally sensitive land. The intent is to protect the site from urban development.

(V) Fails to adequately protect adjacent agricultural areas and activities, including silviculture, active agricultural and silvicultural activities, passive agricultural activities, and dormant, unique, and prime farmlands and soils.

Not applicable. There is no agriculture, silviculture, or farmland in the immediate area.

(VI) Fails to maximize use of existing public facilities and services.

No. The parcel is located within the Primary Urban Service District where public facilities and services are planned for anticipated growth patterns. Any activity on the property would access existing public facilities and services.

(VII) Fails to maximize use of future public facilities and services.

No. The parcel is located within the Primary Urban Service District where public facilities and services are planned for anticipated growth patterns. Any activity on the property would access existing public facilities and services.

(VIII) Allows for land use patterns or timing which disproportionately increase the cost in time, money, and energy of providing and maintaining facilities and services, including roads, potable water, sanitary sewer, stormwater management, law enforcement, education, health care, fire and emergency response, and general government.

No. The subject parcel is located within the Primary Urban Service District where public services including roads, potable water, sanitary sewer, storm water management, law enforcement, education, health care, fire and emergency response, and general government services are already provided.

(IX) Fails to provide a clear separation between rural and urban uses.

The subject parcel is located within the Primary Urban Service District which separates rural and urban uses.

(X) Discourages or inhibits infill development or the redevelopment of existing neighborhoods and communities.

No. The site has been specifically identified as environmentally sensitive land. The intent is to protect the site from urban development.

(XI) Fails to encourage a functional mix of uses.

No. The proposed land use provides needed open space and protects environmentally sensitive land.

(XII) Results in poor accessibility among linked or related land uses.

No. The parcel is located on an existing road network in an established residential area. The proposed land use changes will not change the accessibility among existing land uses.

(XIII) Results in the loss of significant amounts of functional open space.

No. The site has been specifically identified as environmentally sensitive land. The conservation designation is functional open space.

2.2.1. Proliferation of Urban Sprawl

In order for the application to be determined to discourage the proliferation of urban sprawl, the amendment must incorporate development patterns or urban form that achieve four or more of the following:

(I) Directs or locates economic growth and associated land development to geographic areas of the community in a manner that does not have an adverse impact on and protects natural resources and ecosystems.

The site is identified as environmentally sensitive land. The conservation designation is intended to protect natural resources and ecosystems. This criterion has been met.

(II) Promotes the efficient and cost-effective provision or extension of public infrastructure and services.

The parcel is located within the Primary Urban Service District where public facilities and services are already in place. The project would access existing public facilities and services. This criterion has been met.

(III) Promotes walkable and connected communities and provides for compact development and a mix of uses at densities and intensities that will support a range of housing choices and a multimodal transportation system, including pedestrian, bicycle, and transit, if available.

The parcel is located near existing development that provides a mix of densities and intensities. No change in the existing mix is contemplated by this proposal. This criterion has been met.

(IV) Promotes conservation of water and energy.

The parcel is located in an urban area where facilities and services are in place. No development of the site is proposed. The proposal is to place the property into conservation. This criterion has been met.

(V) Preserves agricultural areas and activities, including silviculture, and dormant, unique, and prime farmlands and soils.

Not applicable. There is no agriculture, silviculture, or farmland in the immediate area.

(VI) Preserves open space and natural lands and provides for public open space and recreation needs.

The site is identified as environmentally sensitive land. The conservation designation preserves natural land and provides for public open space and passive recreation needs. This criterion has been met.

(VII) Creates a balance of land uses based upon demands of residential population for the nonresidential needs of an area.

The site is identified as environmentally sensitive land. The conservation designation provides for public open space and fulfills the need for passive recreation area. This criterion has been met.

(VIII) Provides uses, densities, and intensities of use and urban form that would remediate an existing or planned development pattern in the vicinity that constitutes sprawl or if it provides for an innovative development pattern such as transit-oriented developments or new towns as defined in s. 163.3164.

Not applicable. The site is environmentally sensitive land intended for conservation.

Staff analysis finds this amendment discourages urban sprawl under the criteria listed in Section 2.2 and 2.2.1 above.

2.3 General Land Use Issues

The request is for a Future Land Use Map change from Low Density Residential and Commercial Limited to Institutional Conservation on a parcel of environmentally sensitive land adjacent to the South Martin Regional Utility water plant.

The Commercial Limited land use that exists on a small portion of the overall parcel is designated on the Future Land Use Map to accommodate commercial uses accessible to major thoroughfares near residential neighborhoods at a scale and intensity of compatible with the adjacent residential neighborhoods. The existing Low Density land use on the remainder of the property allows residential single-family and multi-family dwellings at densities up to five units per acre.

Low Density Land Use:

- (3) *Low Density Residential development.* The Low Density Residential designation is reserved for land in the Primary Urban Service District. Densities shall not exceed five units per gross acre. In reviewing specific densities, the aim shall be to preserve the stability and integrity of established residential development and provide equitable treatment to lands sharing similar characteristics. Landscaping, screening, buffering and similar design techniques shall be used to assure a smooth transition between residential structure types and densities.

Commercial Limited Land Use:

- (2) *Limited Commercial development.* Limited Commercial development is allocated to commercial sites accessible to major thoroughfares near residential neighborhoods. The scale and intensity of commercial uses in Limited Commercial areas shall be compatible with adjacent residential neighborhoods. Sites in this designation are intended for shops with limited inventory of goods as well as transient lodging facilities consistent with the CGMP and the Land Development Regulations. This designation is not generally intended to accommodate residential development. Duly approved residential uses existing at the effective date of the CGMP shall be considered permitted uses.

Areas designated for Limited Commercial development are not intended to accommodate large-scale retail sales, service or trade activities that generally serve a larger market area. Such stores would usually require a larger floor area, carry a relatively larger inventory and require a substantially greater parking area.

Land Development Regulations implementing the Limited Commercial future land use designation shall be consistent with these development standards. Minimum net lot sizes shall be 10,000 square feet. FAR shall be governed by the parking standards of the Land Development Regulations. Maximum densities for hotel/motel units shall be 20 units per gross acre. Maximum building coverage shall be 50 percent. Minimum open space shall be 30 percent. Maximum building height shall be 30 feet.

Residential use shall be allowed in the Limited Commercial future land use designation as part of a mixed-use project in any of the seven CRAs designated in Policy 4.2B.4. Residential densities shall be as provided for in Policy 4.3A.3.

Institutional Conservation Land Use:

Policy 4.13A.11. Institutional development. The FLUM contains three separate land use categories for institutional development. Recreational, Public Conservation and General Institutional categories allow for varying degrees of use and development. Institutional land shall be owned by public agencies or nonprofit service providers, except for investor-owner public water and sewer systems, private cemeteries and private hospitals existing as of October 26, 1993. In addition, privately owned land subject to perpetual easements as provided under Objective 4.5F may be designated Institutional Public Conservation.

- (2) *Public Conservation.* The Public Conservation category recognizes publicly owned areas designed for conservation uses. In addition, privately owned land subject to perpetual easements as provided under Objective 4.5F may be designated Institutional Public Conservation. Only development compatible with conservation and passive recreation uses shall be permitted in the Public Conservation category. This may include access, parking and other facilities that enable the management of the resource and the public's enjoyment of it. Conservation areas include the DuPuis Preserve in south Martin County and the Savannas in north Martin County. Environmentally sensitive lands acquired by the County shall be reclassified to the Institutional-Conservation land use designation during the next plan amendment cycle.

2.5. Capital Facilities Impact (i.e. Concurrency Management)

Policy 4.1B.2. of the Future Land Use Element states: "All requests for amendments to the FLUMs shall include a general analysis of (1) the availability and adequacy of public facilities and (2) the level of services required for public facilities in the proposed land uses. This analysis shall address, at a minimum, the availability of category A and category C service facilities as defined in the Capital Improvements Element. No amendment shall be approved unless present or planned public facilities and services will be capable of meeting the adopted LOS standards of this Plan for the proposed land uses. The Capital Improvements Element, or other relevant plan provisions, and the FLUMs may be amended concurrently to satisfy this criterion. The intent of this provision is to ensure that the elements of the CGMP remain internally consistent."

2.5.1. Mandatory Facilities

2.5.1.1. Water/Sewer Facilities

The parcel is located in the South Martin Regional Utilities service area. Any proposed development will be required to submit an application for Development Review. At the time the level of service for water and wastewater will be determined. The County will provide services subject to development plan approval, execution of a service agreement and a payment of appropriate fees and charges.

2.5.1.2. Drainage Facilities

Level of Service for drainage facilities is listed below. Compliance with the following levels of service requirements must be evaluated with the submittal of a site plan. The developed site must comply with the following policies.

Policy 14.1A.2.(2) County water management systems:

Level of Service

Major Drainage Ways (over one square mile) - 8.5" in a 24-hour period (25 year/24-hour

design storm)

Underground Facilities Utilizing Storm Sewers - 6" in a 24-hour period (5 year/24-hour design storm)

All Other Facilities - 7" in a 24-hour period (10-year/24-hour design storm)

Finished Floor Elevation - 100-year/3-day storm

(a) Building floors shall be at or above the 100-year flood elevations, as determined from the most appropriate information, including Federal Flood Insurance Rate Maps. Both tidal flooding and the 100-year, 3-day storm event shall be considered in determining elevations. Lower floor elevations will be considered for agricultural buildings and boat storage facilities that are nonresidential and not routinely accessed by the public.

(b) All project sites shall control the timing of discharges to preclude any off-site impact for any storm event. The peak discharge rate shall not exceed the predevelopment discharge rate for the 25-year frequency, 3-day duration storm event.

The minimum roadway flood protection design storm shall be the 10-year frequency, 24-hour duration storm event unless the roadway is classified as a scenic corridor, in which case the flood protection design storm will consider maintaining the character of the roadway.

2.5.1.3. Transportation

Policy 5.2A.1. Establish a base level of service., CGMP states, "The base LOS standard for all roadways is D during peak hour/peak season, except for the Florida Intrastate Highway System roadways on the Strategic Intermodal System and for facilities funded with the Transportation Regional Incentive Program that lie outside the urbanized area where LOS C is assigned, or except where an interim level of service has been assigned as described in Section 5.3.B. The methodology for determining roadway facilities' level of service shall adhere to the methodologies identified in the latest FDOTs Q/LOS Handbook." Staff will evaluate traffic impacts prior to the issuance of any development order associated with the property.

2.5.1.4 Solid Waste Facilities

The proposed Future Land Use designation does not exceed the level of service (LOS) criteria for solid waste facilities. The required LOS in Martin County is 1.06 tons of capacity per weighted population. The weighted average population (the average of seasonal and full time residents) countywide in Fiscal year 2017 is 159,978 persons. In fiscal year 2017, there are 239,967 tons of available capacity or 1.50 tons per weighted person. A change to Conservation on the property will not reduce the level of service below capacity.

2.5.1.5. Parks/Recreation Facilities

Parks and recreation facilities are calculated on a countywide basis. The county has a total population in Fiscal year 2017 of 152,800 persons. There are currently 1,097 acres of active parkland available in the County. The 2017 Capital Improvements Plan provides the following LOS analysis for services.

	REQUIRED LOS	PROVIDED	CURRENT LOS
ACTIVE PARKLAND	3 acres per 1000 residents	1097 acres	7.18 acres per 1000

			residents
BEACH FACILITIES	9 spaces per 1000 residents	1383 spaces	9.1 spaces per 1000 residents
PATHWAYS	5 linear feet per weighted average resident	959,696 linear feet	6 linear feet per resident

2.5.1.6. Fire/Public Safety/EMS

The following table shows the levels of service adopted in Chapter 14, Capital Improvements. Level of Service Area: Unincorporated Martin County.

	Travel time	Percent of time	Areas of Martin County
Advanced life support	8 minutes	90	Urban
Advanced life support	20 minutes	90	Rural
Basic life support	6 minutes	90	Urban
Basic life support	15 minutes	90	Rural
Fire response	6 minutes	90	Urban
Fire response	15 minutes	90	Rural

The proposed future land use change will not diminish the level of service below capacity.

2.5.1.7. Schools

The County must coordinate with the School Board of Martin County for a LOS analysis as provided for under Section 17.7. CGMP. Determination of adequate school capacity for any development, pursuant to the requirements of the Comprehensive Plan and Land Development Regulations, is done during the final site plan review process.

Section 17.7.A.2.b.

Policy: Within 30 days after the School District Staff receives a completed public school impact form for amendments to the Comprehensive Plan future land use map, rezonings, developments of regional impact, and master site plans which include residential units, the School District Staff shall provide the local government with a general capacity analysis which indicates the generalized capacity for all applicable school facilities. This analysis shall be used in the evaluation of the development proposals but shall not provide a guarantee of availability of services or facilities.

At a future date, during the final site plan review process, the County must coordinate with the School Board of Martin County for a LOS analysis as provided for under Section 17.7. CGMP.

2.5.2. Non-Mandatory Facilities

2.5.2.1. Libraries

Library level of service is calculated on a countywide basis and has a goal of 0.60 gross square feet of library space for each resident. Two volumes of reading material are also planned for each resident.

The 2017 Capital Improvements Plan shows the current gross square footage of library space is 110,026. When the square footage is divided by total County population of 159,978 the result is 0.69 square feet per resident.

There are currently 326,392 volumes available for a weighted average population of 159,978 resulting in 2.04 volumes per person. The proposed future land use change will not diminish the level of service below capacity.

3. FIGURES/ATTACHMENTS

Figure 1, Location Map

Figure 2, Aerial Photograph

Figure 3, Future Land Use Map

Figure 4, Proposed Future Land Use Map

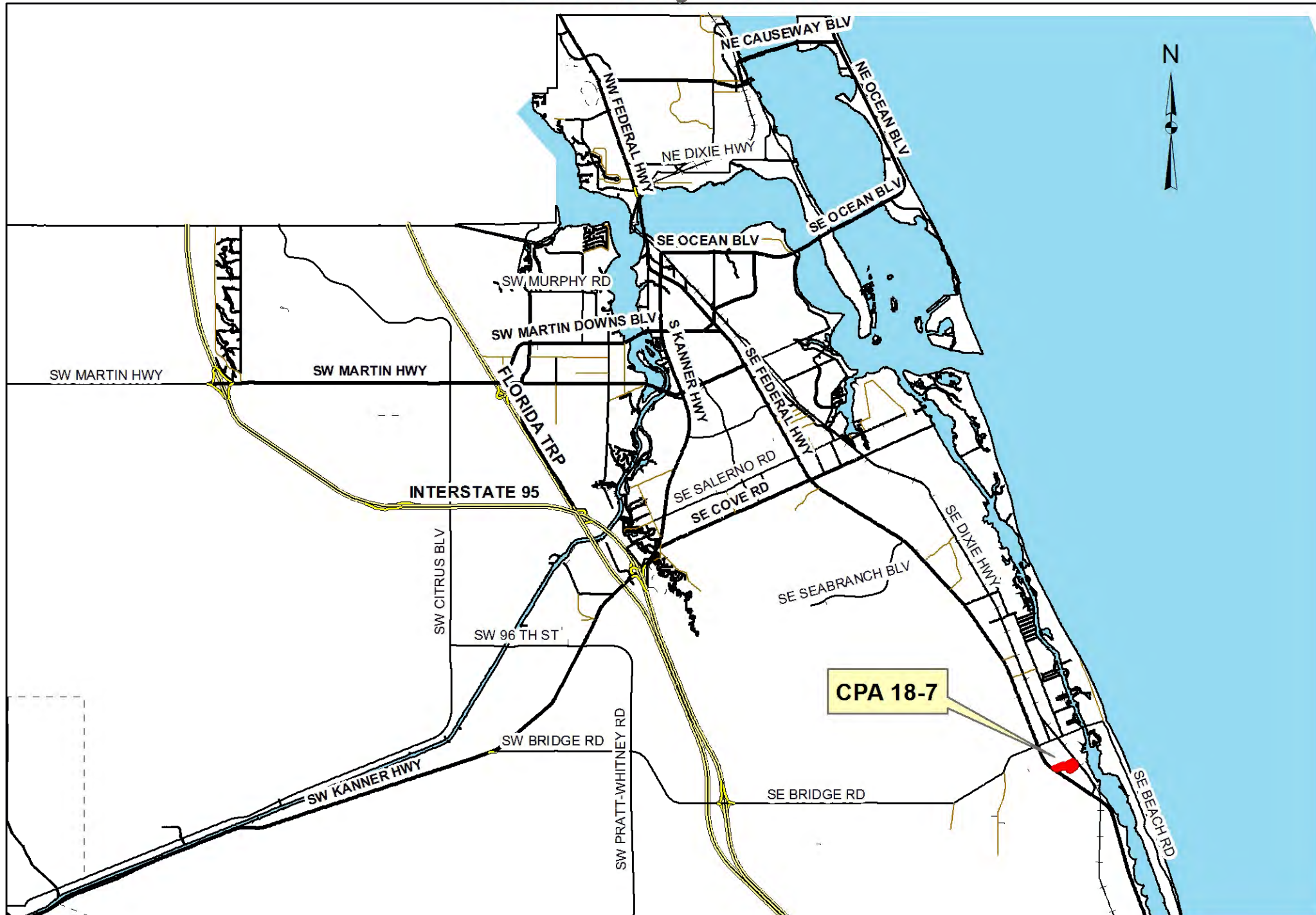
Figure 5, Zoning Map

Figure 5, Proposed Zoning Map

Figure 7, Composite Wetlands Map

LOCATION MAP

CPA 18-7, Hamm



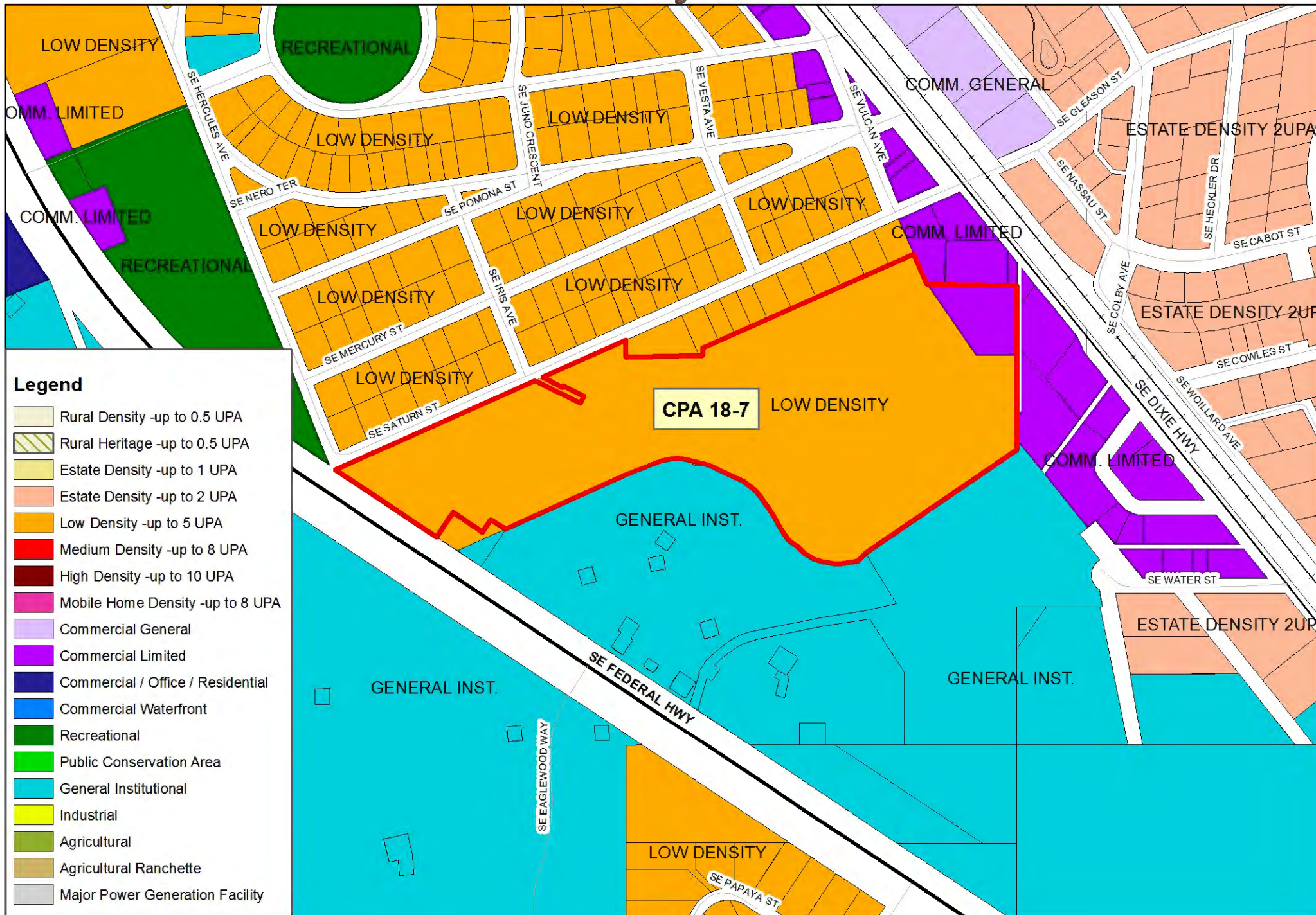
2017 AERIAL MAP

CPA 18-7, Hamm



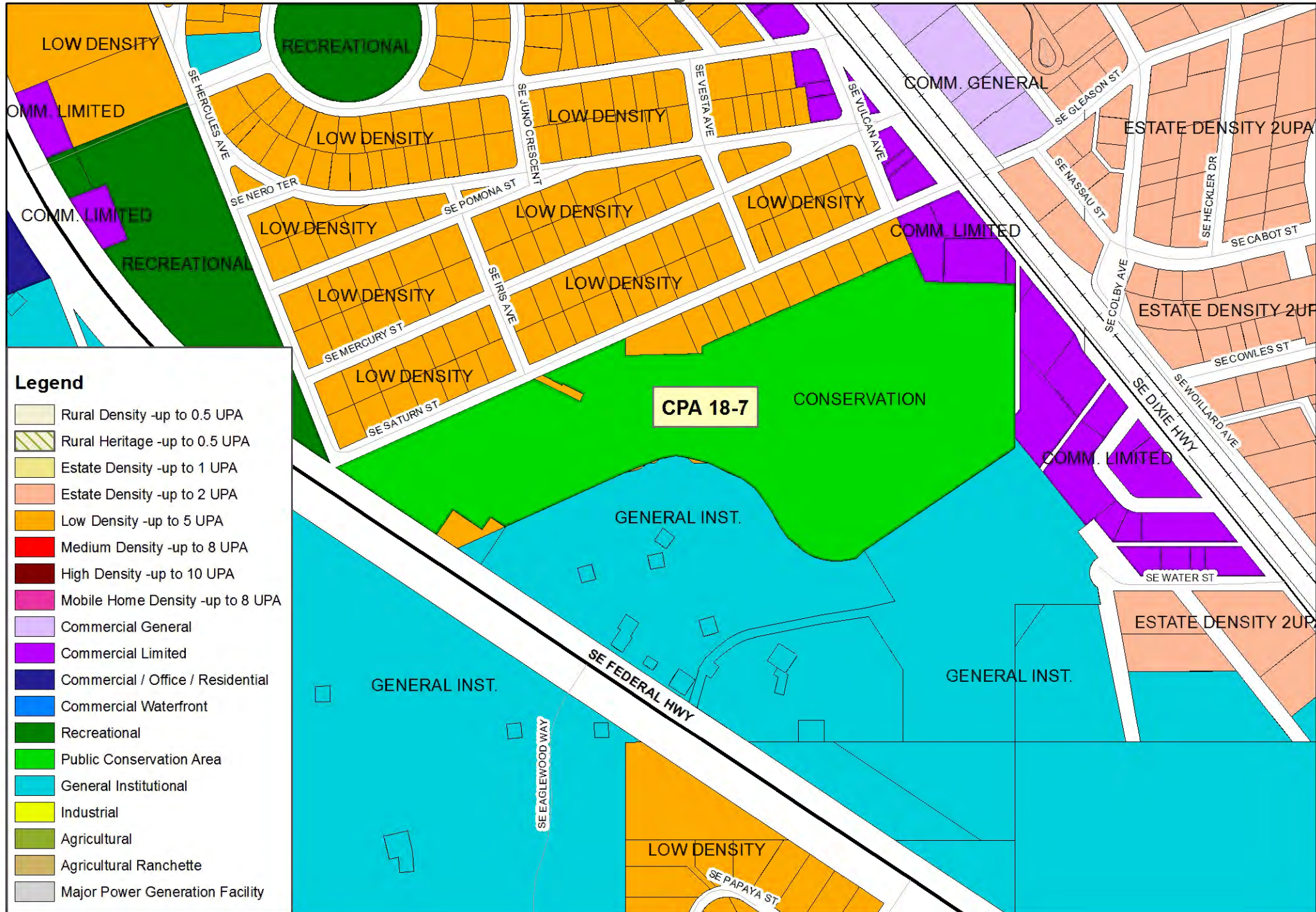
FUTURE LAND USE MAP

CPA 18-7, Hamm



PROPOSED FUTURE LAND USE MAP

CPA 18-7, Hamm



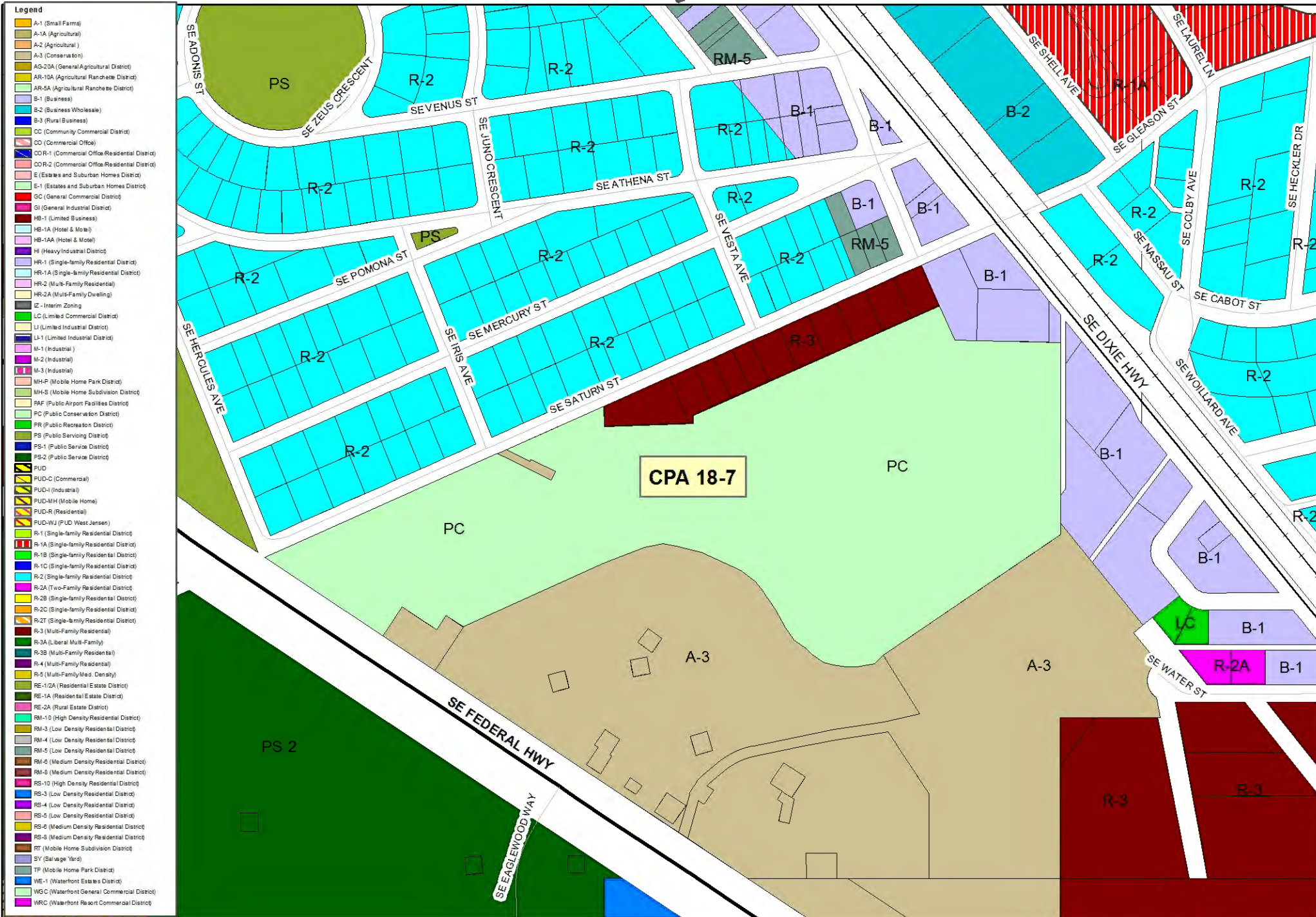
ZONING ATLAS MAP

CPA 18-7, Hamm



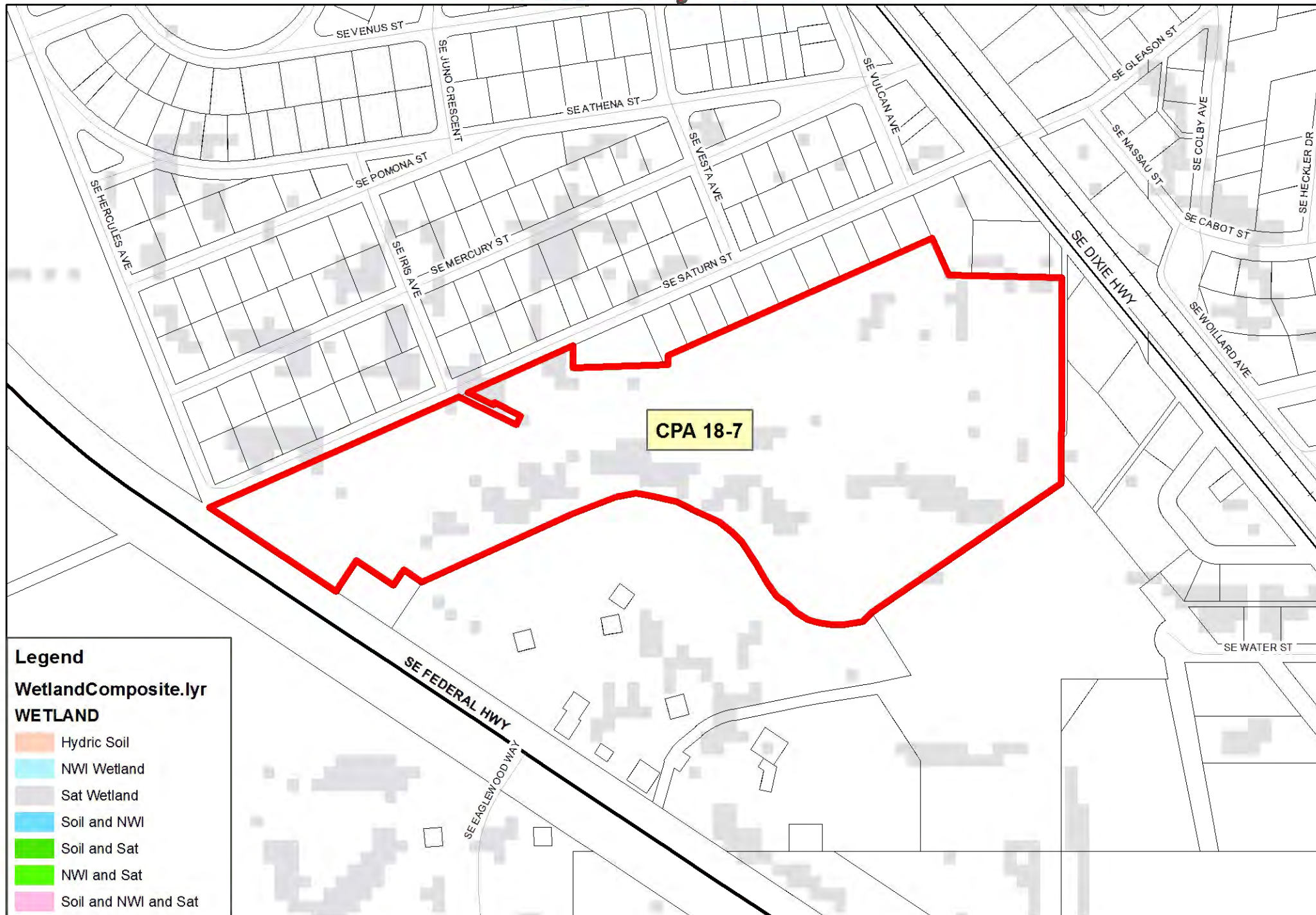
PROPOSED ZONING ATLAS MAP

CPA 18-7, Hamm



COMPOSITE WETLANDS MAP

CPA 18-7, Hamm



Application Package

CPA #18-7

Hamm Parcel



BOARD OF COUNTY COMMISSIONERS AGENDA

ACTION SUMMARY
10/24/2017 9:00:00 AM

REGULAR MEETING
MARTIN COUNTY COMMISSION CHAMBERS
2401 SE MONTEREY ROAD, STUART, FLORIDA 34996

COUNTY COMMISSIONERS

Doug Smith, Chairman
Edward V. Ciampi, Vice Chairman
Ed Fielding
Harold E. Jenkins II
Sarah Heard

Taryn Kryzda, County Administrator
Sarah W. Woods, County Attorney
Carolyn Timmann, Clerk of the Circuit Court and Comptroller

PRESETS

3A	Public	9:05 AM
11	Public	5:05 PM

1. CALL TO ORDER AT 9:02 AM

A. INVOCATION - Moment of Silence

B. PLEDGE OF ALLEGIANCE

C. ADDITIONAL ITEMS – The Additional Items of 2C, 4D1, 6U, and 8B2 were added to the Agenda.

D. APPROVAL OF AGENDA – The Agenda was approved.

E. APPROVAL OF CONSENT AGENDA – The Consent Agenda was approved.

NOTE: Consent Agenda items are considered routine and are enacted by one motion and will have no action noted, but the "Recommendation" as it appears on the Board item is the approved action.

2. PROCLAMATIONS, SPECIAL PRESENTATIONS, AND LEGISLATIVE AFFAIRS

A. PRESENT PROCLAMATIONS PREVIOUSLY APPROVED VIA THE CONSENT AGENDA

The Chairman will present the proclamations to the recipients.

AGENDA ITEM: 808f06c7

ACTION TAKEN: The Board presented Proclamations declaring Veterans Day and Bible Reading Week.

U. EXCHANGE OF THREE PARCELS OWNED BY MARTIN COUNTY TO EDWARD H. HAMM, AS TRUSTEE, OR HIS SUCCESSORS IN TRUST, UNDER THE AMENDMENT AND RESTATEMENT OF TRUST OF EDWARD H. HAMM DATED FEBRUARY 26, 1999 (HAMM) FOR THE CONVEYANCE OF 27.27+ ACRES, IN HOBE SOUND, ACCEPTANCE OF SPECIAL WARRANTY DEED FROM HAMM, APPROVAL OF GRANT FOR PARTIAL FUNDING OF PURCHASE PRICE AND INITIATE AN AMENDMENT TO FUTURE LAND USE DESIGNATION

Estimated staff presentation: 20 minutes. This request is for approval and acceptance of a Contract to Purchase and Sell Real Estate, acceptance and approval of a resolution and Special Warranty Deed for purchase of 27.27 + acres in Hobe Sound, the acceptance and approval of a DEP grant for a Federally Funded Appropriation (Grant) in the amount of \$1,169,265, authorization to exchange three County owned parcels to HAMM along with District 3 MSTU funding toward purchase price of HAMM parcel and consider adopting a resolution to initiate future land use map change.

AGENDA ITEM: 808d1445

ADDITIONAL ITEM

ACTION TAKEN: The Board approved a Resolution to include the following items:

- a. approval and acceptance of the Contract to Purchase and Sell Real Estate;
- b. approval and acceptance of the DEP Agreement No. L1701;
- c. approval and acceptance of the exchange of County owned property;
- d. approval and acceptance of a Special Warranty Deed conveying the property which is the subject of the Contract to Purchase and Sell Real Estate; and
- e. provide authorization to the Chairman to execute any and all documents necessary to complete this transaction.

The Board approved a Resolution initiating a Future Land Use Map amendment after the closing for the property purchased and approved a Budget Resolution recognizing the anticipated grant funds to be received by DEP and the Conservation Lands FY17 fund balance for the purchase of this parcel. **RESOLUTION NOS. 17-10.8, 17-10.9 & 17-10.10**

The Board asked that a detailed letter be sent to Mr. Hamm thanking him for his contribution to Martin County, Hobe Sound residents, and to the environment.

7. REQUESTS AND PRESENTATIONS

A. PRESENTATION BY THOMAS LANAHAAN, ECONOMIC DEVELOPMENT COORDINATOR FOR TREASURE COAST REGIONAL PLANNING COUNCIL ABOUT US 27 MULTIMODAL CORRIDOR

Estimated presentation: 20 minutes. Mr. Lanahan will present information regarding US Highway 27 Multimodal Corridor.

AGENDA ITEM: 808feb7

ACTION TAKEN: The Board heard the presentation. The Board directed that a letter be sent to Central Office Florida copying all districts involved extending the County's support for freight rail traffic to be diverted west and accelerated.

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

RESOLUTION NUMBER 17-10.8

**A RESOLUTION TO INITIATE FUTURE LAND USE MAP AMENDMENT TO CHANGE
THE LAND USE AND ZONING TO INSTITUTIONAL DESIGNATION ON PUBLIC LAND
LOCATED IN MARTIN COUNTY AND OWNED BY MARTIN COUNTY**

WHEREAS, the Board of County Commissioners of Martin County, Florida adopted the Comprehensive Growth Management Plan on February 20, 1990; and

WHEREAS, the Martin County Comprehensive Growth Management Plan, Section 1-11, Amendment Procedures, states that the Martin County Board of County Commissioners may, by resolution, initiate a request to amend, modify, add to, or change the Comprehensive Growth Management Plan; and

WHEREAS, policy 4.13A.11., Comprehensive Growth Management Plan, states that land acquired by the county for institutional purpose shall be given the appropriate institutional land use designation.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MARTIN COUNTY, FLORIDA; THAT: The Martin County Board of County Commissioners hereby initiates a Comprehensive Plan Amendment to change the future land use and zoning to the most appropriate Institutional designation for the property identified in the attached Exhibit A legal description and on the attached Exhibit B location map following the closing on the property at which time the property is transferred into County ownership.

DULY PASSED AND ADOPTED THIS 24TH DAY OF OCTOBER 2017.

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA**



CAROLYN TIMMANN, CLERK OF THE
CIRCUIT COURT AND COMPTROLLER



DOUG SMITH, CHAIRMAN

APPROVED AS TO FORM & LEGAL SUFFICIENCY:



SARAH W. WOODS, COUNTY ATTORNEY

EXHIBIT A

Legal Description of the Property

A parcel of land lying in Fractional Section 27, Township 39 South, Range 42 East, Martin County, Florida, being more particularly described as follows:

Begin at the Southwest corner of Government Lot 1, Fractional Section 26, Township 39 South, Range 42 East;

thence South 00°00'49" East, along the East line of Section 27, a distance of 330.96 feet;

thence South 55°58'37" West, a distance of 618.75 feet;

thence South 89°47'17" West, a distance of 202.63 feet to the beginning of a curve, concave to the Northeast, having a radius of 231.53 feet;

thence along the arc of said curve, through a central angle of 45°00'00", an arc distance of 181.84 feet to a point of tangency;

thence North 45°12'43" West, a distance of 197.32 feet, to the beginning of a curve concave to the Southwest, having a radius of 231.53 feet;

thence along the arc of said curve, through a central angle of 45°00'00", an arc distance of 181.84 feet to the point of tangency;

thence South 89°47'17" West, a distance of 157.03 feet to a point on a line lying 400.00 feet Southeasterly of and parallel to the South line of the Gomez Grant;

thence South 66°05'38" West, along said line lying 400.00 feet Southeasterly of and parallel to the South line of said Gomez Grant, a distance of 440.23 feet, to a point in the Northeasterly line of those lands described in Official Records Book 1510, Page 933, Public Records of Martin County, Florida;

thence along the Northeasterly line of those lands described in said Official Records Book 1510, Page 933, the following three courses:

North 56°23'23" West, a distance of 35.17 feet;

thence South 33°36'37" West, a distance of 50.00 feet;

thence North 56°23'23" West, a distance of 120.00 feet;

thence South 33°36'37" West, along the Northwesterly line of those lands described in said Official Records Book 1510, Page 933, a distance of 100.00 feet to the Northeasterly right of way of U.S. Highway No. 1 (being 200.00 feet in width, as shown on the State of Florida, State Road Department, R/W Map Proj. 640-B, Road No. (4) 5, Palm Beach now Martin County, dated 5-25-1938);

thence North 56°23'23" West, along said Northeasterly right-of-way line, a distance of 414.52 feet to the South line of the Gomez Grant;

thence North 66°05'38" East, along the South line of the Gomez Grant, a distance of 1075.15 feet to the West line of Government Lot 1, said Section 27;

thence South 00°00'07" East, along the West line of Government Lot 1 of Section 27, a distance of 47.44 feet to the South line of the westerly prolongation of the south line of Government Lot 1 of Section 26;

thence North 89°47'28" East, along said South line of westerly prolongation of Government Lot 1 of Section 26, a distance of 258.00 feet to a line lying 258.00 feet Easterly of said West line of Government Lot 1 of Section 27;

thence North 00°00'07" West, along a line lying 258.00 feet Easterly of and parallel to the West line of said Government Lot 1, of Section 27, a distance of 20.09 feet to a point on a line lying 128.70 feet Southeasterly of and parallel to the South line of said Gomez Grant;

thence North 66°05'38" East, along the said line lying 128.70 feet Southeasterly of and Parallel to the South line of said Gomez Grant, a distance of 782.94 feet, to the Southwesterly corner of Lot 2 of the Unrecorded Subdivision of "Saturn Avenue Addition";

thence South 23°54'22" East, along the Southerly Extension of the Westerly line of said Lot 2, a distance of 112.46 feet;

thence South 34°41'40" East, a distance of 281.19 feet to a point in the westerly prolongation of the south line of Government Lot 1, of Section 26;

thence North 89°47'28" East, along said westerly prolongation of the South line, a distance of 138.02 feet to the east line of said Government Lot 1, Section 27 and the Southwest corner of Government Lot 1, Section 26 and the POINT OF BEGINNING.

LESS AND EXCEPT:

Those lands described as Parcel 2, recorded in Official Records Book 1510, Page 933, Public Records of Martin County, Florida, described as:

Commence at the intersection of the Northerly line of said Government Lots 1 and 2 (Government Lot 2, section 27), with the said Northeasterly Right-of-way line of U.S. Highway No. 1;

thence run North 66°01'00" East, along said Northerly line (also being the Southerly line of the Gomez Grant), for a distance of 742.72 feet;

thence run South 59°33'35" East, for a distance of 90.91 feet, to the point of beginning of the following described parcel of land:

thence continue South 59°33'35" East, for a distance of 75 feet;

thence run North 30°26'25" East, for a distance of 30 feet;

thence run North 59°33'35" West, for a distance of 75 feet;

thence run South 30°26'25" West, for a distance of 30 feet; to the point of beginning.

ALSO LESS AND EXCEPT:

Those lands described in Official Records Book 1980, Page 2487, Public Records of Martin County, Florida, described as:

A portion of Government Lot 2, Section 27, Township 39 South, Range 42 East, Martin County Florida,

Commence at the intersection of the northerly line of said Government Lot 2, with the Northeasterly Right-of-way line of U.S. Highway No. 1, (State Road No. 5), as shown on that certain State Road Department Right of Way Map, Project No. 640-B, Section No. 89010-2102, Sheet 3 of 5 Sheets;

Thence run N 66°01'00" E, along said Northerly line, (also being the Southerly line of the Gomez Grant) for a distance of 742.72 feet, to the Point of Beginning of the following described parcel of land;

Thence continue N 66°01'00" E, along the last described course, for a distance of 30.74 feet;

thence run S 59°33'35" E, for a distance of 73.03 feet;

thence run S 30°26'25" W, along the Northwesterly line of that parcel described in Official Records Book 1510, page 933, for a distance of 25.00 feet, to the most westerly corner of said parcel;

thence run N 59°33'35" W, for a distance of 90.91 feet to the Point of Beginning.

F:\E\REAL-EST\MARTIN COUNTY\13-110\LEGAL DESCRIPTION-01



EXHIBIT B
Location Map
Section 27, T39S, R42E
Hobe Sound, Florida

MARTIN COUNTY ENGINEERING
DEPARTMENT REAL PROPERTY
2816



NOT TO SCALE
2017 AERIAL

Aug. 24, 2017
CTS

Boundary Survey for:

Martin County Board of County Commissioners

Hamm Parcel

Section 27, Township 39 South, Range 42 East

SURVEYOR'S NOTES

1. Bearings and distances shown hereon are relative to the Florida state plane coordinate system, Florida East Zone, as referenced to the North American Datum of 1983, adjustment of 2011, bearings shown hereon are referenced to the east line of fractional Section 27, Township 39 South, Range 42 East, Martin County, Florida, having a bearing of South 00°00'49" East, all others are relative thereto.

2. The right-of-way of U.S. Highway No. 1 was determined based upon the State of Florida, State Road Department, right-of-way map, project 640-B, road no. (4) 5, Palm Beach now Martin County, dated 5-25-1928.

3. Additions to or deletions from survey maps or reports by other than the signing party or parties is prohibited without written consent of the signing party or parties.

4. A portion of the subject property was once dedicated roadway as shown on Plat Book 2, Page 16, Palm Beach now Martin County. This roadway appears to be abandoned by documents listed in Official Records Book 676, Page 1928, Official Records Book 1583, Page 1968 and official record book 1586, page 2296. These documents were not listed in the title commitment. However, they are known to exist to the signing surveyor. Legal counsel should be consulted to determine what remaining rights of others, if any, may exist with respect to the abandoned and vacated right-of ways.

5. The property shown and described hereon does not appear to be listed in the municipal service benefit unit table of parcel control numbers described in official record book 2221, page 419, "Appendix c". Legal counsel should be consulted to determine what effect, if any, this recorded document may have on the subject property.

6. The property shown and described hereon contains: 27.27 acres, more or less.

7. No underground utilities, or evidence of foundations have been field located. There may be subsurface utility pipelines and other utility improvements which have not been shown. All visible above ground improvements within 5' of the boundary line have been shown or located.

8. I have reviewed the Old Republic National Title Insurance Company commitment for title insurance, issued by: Robert A Burson, P.A., Commitment Numbered: 492079; Issuing Office File Numbered "13-110", Issuing Office: "7375", with a commitment date of: August 27, 2017 at 11:00PM, and all encumbrances except liens, identified in Schedule B, Section II of the title insurance commitment have been shown or noted on the survey.

- Schedule B-II, Item 6: The assignment of water rights recorded in OR Book 1333, Page 218, this document references lands described in OR Book 517, Page 1823, the lands described in OR Book 517, Page 1823 are not a portion of the subject property. OR Book 1333, Page 218 references "all lands ever owned by assignor". However, no further documentation of lands previously owned are described.

- Schedule B-II, Item 6a: The easement for access and assignment of water rights recorded in OR Book 1333, Page 220, the subject property is included within the lands described in Exhibit B. The parcels described in Exhibit A do not include the subject property.

- Schedule B-II, Item 6b: The aforesaid documents as affected by the document recorded in OR Book 1530, Page 2019, the Release Parcel Exhibit A contains 23.63 acres of the subject property. Release Parcel Exhibit B does not contain any portion of the subject property. That portion of Exhibit A upon which existing water utility facilities currently exist cannot be determined without subsurface utility location.

- Schedule B-II, Item 6c: The aforesaid documents as affected by the document recorded in OR Book 1568, Page 2269, the Release Parcel Exhibit A contains a portion of the subject property. Release Parcel Exhibit B does not contain any portion of the subject property. That portion of Exhibit A upon which existing water utility facilities currently exist cannot be determined without subsurface utility location.

- Schedule B-II, Item 6d: The aforesaid documents as affected by the document recorded in OR Book 1530, Page 2024, the Release Parcel Exhibit A contains a portion of the subject property. Release Parcel Exhibit B does not contain any portion of the subject property. That portion of Exhibit A upon which existing water utility facilities currently exist cannot be determined without subsurface utility location.

- Schedule B-II, Item 6e: The aforesaid documents as affected by the document recorded in OR Book 1714, Page 1009, Exhibit A does not contain any portion of the subject property.

- Schedule B-II, Item 7: The grant and declaration of utility easement as recorded in OR Book 1531, Page 487, the text of this document specifies "more particularly described in a survey to be prepared within thirty (30) days from the date of this utility easement." However, no survey document is attached. The property described in Easement No. 1 lies entirely within the subject property (0.31 acres). The property described in Easement No. 2 lies entirely outside the subject property.

- Schedule B-II, Item 8: The restrictions in deed from Hobe Sound Company to Hobe Sound Water Company as recorded in OR Book 389, Page 1376, a portion of Parcel One lies within the subject property (12.53 acres). Parcel Two lies entirely outside of the subject property. A portion of the subject property lies within Parcel Three, but "that certain 1.36 acre tract owned by Hobe Sound Water Co." is an insufficient legal description to determine the location of the tract owned by the water company at the time this document was recorded. Parcel Four lies entirely outside of the subject property. Parcel Five lies entirely outside of the subject property.

- Schedule B-II, Item 8a: The aforesaid document as affected by the document recorded in OR Book 1281, Page 41, the Exhibit 1 Release Area contains a preamble which indicates it is a temporary description of the release area to be replaced with approved legal descriptions prior to recording. Parcel 1 may contain a portion of the subject property. However, the Parcel 1 legal description is not explicit on whether the 400' wide area parallel to Saturn Avenue lies north or south of Saturn Avenue. Parcel 2 appears to lie entirely outside the subject property. The legal description for Parcel 3 lacks explicit reference to the specific recorded utility rights of way and subdivisions called out and appears to lie entirely outside the subject property.

- Schedule B-II, Item 8b: The aforesaid documents as affected by the document recorded in OR Book 1333, Page 213, document explicitly refers to the lands described in OR Book 1281, Page 41, see comments for item 8a above.

- Schedule B-II, Item 8c: The aforesaid documents as affected by the document recorded in OR Book 1469, Page 951, a portion of Parcel One lies within the subject property (12.53 acres). Parcel Two lies entirely outside of the subject property. A portion of the subject property lies within Parcel Three, but "that certain 1.36 acre tract owned by Hobe Sound Water Co." is insufficient description to determine the

location of the tract owned by the water company at the time this document was recorded. Parcel Four lies entirely outside of the subject property. Parcel Five lies entirely outside of the subject property.

- Schedule B-II, Item 8d: The aforesaid documents as affected by the document recorded in OR Book 1510, Page 940, the first description contains 23.51 acres of the subject property. The first "together with" description lies entirely outside the subject property. The second "together with" description lies entirely outside the subject property. Parcels 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 15, 16, 17, 18, 19, 20 & 21 lie entirely outside the subject property.

- Schedule B-II, Item 8e: The aforesaid documents as affected by the document recorded in OR Book 1605, Page 921, Parcel 1 contains 23.63 acres of the subject property. Parcels 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 21, 22, 23, Parcel 1 (Reverse Osmosis Parcel), and Parcel 2 (PWS) Parcel lie entirely outside the subject property.

- Schedule B-II, Item 8f: The aforesaid documents as affected by the document recorded in OR Book 1613, Page 2199, 23.63 acres of the subject property lies within the Exhibit A "Release Parcel". Exhibit A Parcel 2 does not lie within the subject property. The parcel following the description of Exhibit A Parcel 2 does not lie within the subject property. The Exhibit B Wellfield Parcel lies entirely outside the subject property. Exhibit B Parcels 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 23, and 24 lie entirely outside the subject property. That Portion of Parcel 1 (per ORB 1510, Page 933 - reverse osmosis parcel) lies entirely outside the subject property.

- Schedule B-II, Item 8g: The aforesaid documents as affected by the document recorded in OR Book 1714, Page 1013, this encumbrance cannot be mapped. The recorded document contains no "Exhibit A" or "Release Property" attachment.

- Schedule B-II, Item 9: The utility easement recorded in OR Book 1980, Page 2487, does not encumber the subject property because it is wholly included in the "less and except" portion of the legal description.

- Schedule B-II, Item 10: The utility easement recorded in OR Book 1714, Page 1021, the easement does not encumber any portion of the subject property in Section 27.

- Schedule B-II, Item 11: The easement to Florida Power and Light Company recorded in OR Book 562, Page 1837, encumbers a portion of Government Lot 2 in section 27 and is mapped hereon.

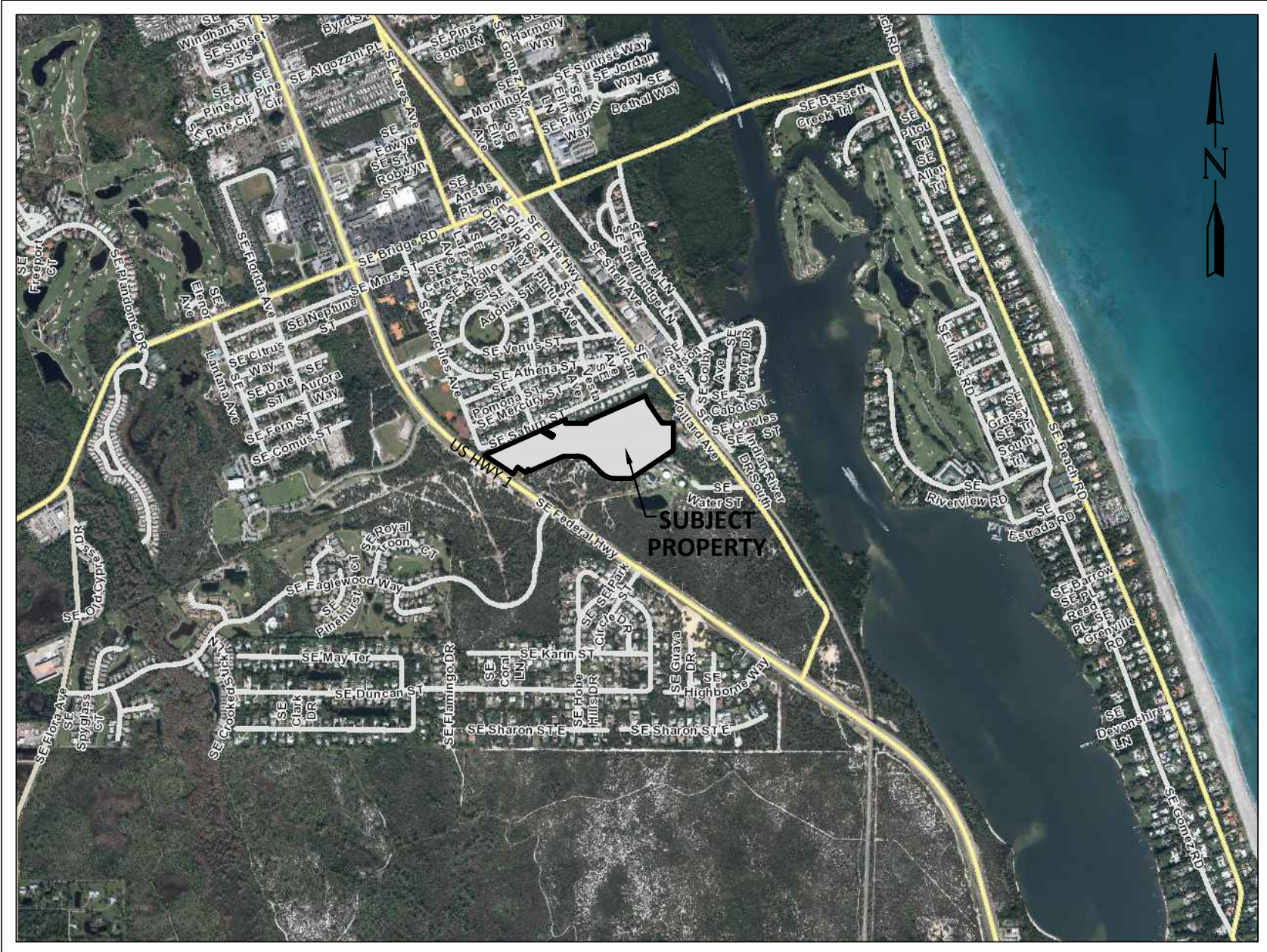
- Schedule B-II, Item 12: The easement for ingress, egress, and maintenance as set forth in warranty deed recorded in OR Book 1266, Page 1637, the easements referenced in this document cannot be mapped or located. "said easements to be of such size and location as to allow the intended purpose without adversely impacting the lands being conveyed herein."

- Schedule B-II, Item 13: The short form lease recorded in OR Book 1270, Page 1355, 12.53 acres of the subject property lies within Parcel One. Parcel two lies entirely outside the subject property.

- Schedule B-II, Item 14: The non-exclusive access and fence maintenance easement recorded in OR Book 1333, Page 1900, the extents of the fence which existed at the time this instrument was created cannot be determined from the recorded document which lacks copies of the survey prepared by "Lidburg Land Surveying, Inc. dated August 14, 1998, Drawing No. D98-206."

- Schedule B-II, Item 15: The easement reservation contained in resolution 86-5.12 recorded in OR Book 676, Page 1928, the FPL easement referenced in the aforesaid document does not encumber the subject property. The limits of the Southern Bell Telephone Company easement referenced in said document cannot be determined as those "existing lines" which existed at the time the easement was created have not been explicitly defined.

9. The Boundary Survey shown hereon is certified to:
MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
ROBERT A. BURSON, P.A.



LOCATION MAP
(NOT TO SCALE)

LEGAL DESCRIPTION

A parcel of land lying in Fractional Section 27, Township 39 South, Range 42 East, Martin County, Florida, being more particularly described as follows:
Begin at the Southwest corner of Government Lot 1, Fractional Section 26, Township 39 South, Range 42 East; thence South 00°00'49" East, along the East line of Section 27, a distance of 330.96 feet; thence South 55°58'37" West, a distance of 618.75 feet; thence South 89°47'17" West, a distance of 202.63 feet to the beginning of a curve, concave to the Northeast, having a radius of 231.53 feet, thence along the arc of said curve, through a central angle of 45°00'00", an arc distance of 181.84 feet to a point of tangency; thence North 45°12'43" West a distance of 197.32 feet, to the beginning of a curve concave to the Southwest, having a radius of 231.53 feet, thence along the arc of said curve, through a central angle of 45°00'00", an arc distance of 181.84 feet to the point of tangency; thence South 89°47'17" West, a distance of 157.03 feet to a point on a line lying 400.00 feet Southeasterly of and parallel to the South line of the Gomez Grant; thence South 66°05'38" West, along said line lying 400.00 feet Southeasterly of and parallel to the South line of said Gomez Grant, a distance of 440.23 feet, to a point in the Northeasterly line of those lands described in Official Records Book 1510, Page 933, Public Records of Martin County, Florida; thence along the Northeasterly line of those lands described in said Official Records Book 1510, Page 933, the following three courses: North 56°23'23" West, a distance of 35.17 feet; thence South 33°36'37" West, a distance of 50.00 feet; thence North 56°23'23" West, a distance of 120.00 feet; thence South 33°36'37" West, along the Northwestern right of way of U.S. Highway No. 1 (being 200.00 feet in width, as shown on the State of Florida, State Road Department, R/W Map Proj. 640-B, Road No. (4) 5, Palm Beach now Martin County, dated 5-25-1938); thence North 56°23'23" West, along said Northeasterly right-of-way line, a distance of 414.52 feet to the South line of the Gomez Grant; thence North 66°05'38" East, along the South line of the Gomez Grant, a distance of 1075.15 feet to the West line of Government Lot 1, said Section 27, thence South 00°00'07" East, along the West line of Government Lot 1 of Section 27, a distance of 47.44 feet to the South line of the westerly prolongation of the south line of Government Lot 1 of Section 26; thence North 89°47'28" East, along said South line of westerly prolongation of Government Lot 1 of Section 26, a distance of 258.00 feet to a line lying 258.00 feet Easterly of said West line of Government Lot 1 of Section 27; thence North 00°00'07" West, along a line lying 258.00 feet Easterly of and parallel to the West line of said Government Lot 1, of Section 27, a distance of 20.09 feet to a point on a line lying 128.70 feet Southeasterly of and parallel to the South line of said Gomez Grant; thence North 66°05'38" East, along the said line lying 128.70 feet Southeasterly of and Parallel to the South line of said Gomez Grant, a distance of 782.94 feet, to the Southwesterly corner of Lot 2 of the Unrecorded Subdivision of "Saturn Avenue Addition"; thence South 23°54'22" East, along the Southerly Extension of the Westerly line of said Lot 2, a distance of 112.46 feet; thence South 34°41'40" East, a distance of 281.19 feet to a point in the westerly prolongation of the south line of Government Lot 1, of Section 26; thence North 89°47'28" East, along said westerly prolongation of the South line, a distance of 138.02 feet to the East line of said Government Lot 1, Section 27 and the Southwest corner of Government Lot 1, Section 26 and the POINT OF BEGINNING.

LESS AND EXCEPT

Those lands described as Parcel 2, recorded in Official Records Book 1510, Page 933, Public Records of Martin County, Florida, described as: Commence at the intersection of the Northerly line of said Government Lots 1 and 2 (Government Lot 2, section 27), with the said Northeasterly Right-of-way line of U.S. Highway No. 1, thence run North 66°01'00" East, along said Northerly line (also being the Southerly line of the Gomez Grant), for a distance of 742.72 feet; thence run South 59°33'35" East, for a distance of 90.91 feet, to the point of beginning of the following described parcel of land; thence continue South 59°33'35" East, for a distance of 75 feet; thence run North 30°26'25" East, for a distance of 30 feet; thence run North 59°33'35" West, for a distance of 75 feet; thence run South 30°26'25" West, for a distance of 30 feet; to the point of beginning.

ALSO LESS AND EXCEPT

Those lands described in Official Records Book 1980, Page 2487, Public Records of Martin County, Florida, described as: A portion of Government Lot 2, Section 27, Township 39 South, Range 42 East, Martin County Florida, Commence at the intersection of the northerly line of said Government Lot 2, with the Northeasterly Right-of-way line of U.S. Highway No. 1, (State Road No. 5), as shown on that certain State Road Department Right-of-Way Map, Project No. 640-B, Section No. 89010-2102, Sheet 3 of 5 Sheets; Thence run N 66°01'00" E, along said Northerly line, (also being the Southerly line of the Gomez Grant) for a distance of 742.72 feet, to the Point of Beginning of the following described parcel of land; Thence continue N 66°01'00" E, along the last described course, for a distance of 30.74 feet; thence run S 59°33'35" E, for a distance of 73.03 feet; thence run S 30°26'25" W, along the Northwestern line of that parcel described in Official Records Book 1510, page 933, for a distance of 25.00 feet, to the most westerly corner of said parcel; thence run N 59°33'35" W, for a distance of 90.91 feet to the Point of Beginning.

CERTIFICATION

(Not valid without the signature and original raised seal of a Florida licensed Surveyor and Mapper. Additions or deletions to survey maps or reports by other than the signing party or parties is prohibited without written consent of the signing party or parties.)

I hereby certify that the Boundary Survey of the property shown and described hereon was completed under my direction and said Survey is true and correct to the best of my knowledge and belief.

I further certify that this Survey meets the Minimum Technical Standards for Surveyors set forth by the Florida Board of Professional Surveyors and Mappers in Chapter SJ-17, Florida Administrative Code, pursuant to Section 472.027 Florida State Statutes. No search of the Public Records has been made by this office. The Survey is based on information furnished by client or client's representative.

10/17/2017
Date of Survey

Mark R. Wendt.
Professional Surveyor and Mapper
Florida Certificate No. 6163

GCY

INCORPORATED

PROFESSIONAL SURVEYORS AND MAPPERS

CERTIFICATE OF AUTHORIZATION LB 4108

CORPORATE OFFICE

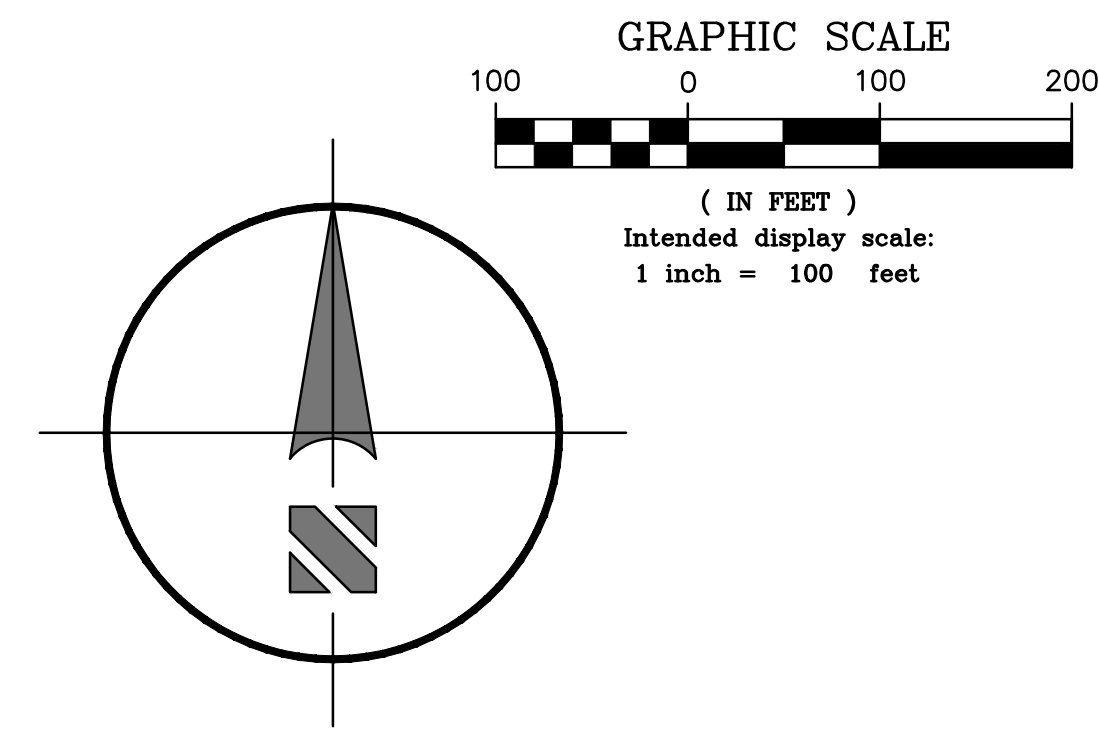
PO BOX 1469 • 1505 SW MARTIN HWY.

PALM CITY, FL 34991

(800) 386-1066 • WWW.GCYINC.COM

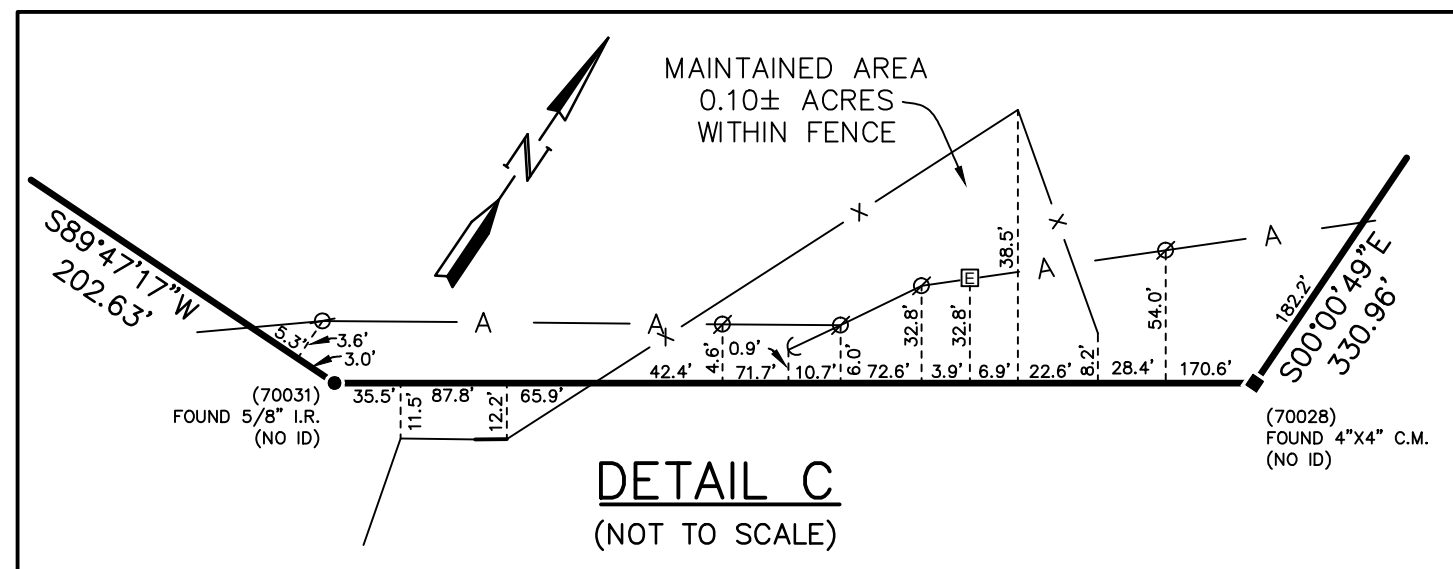
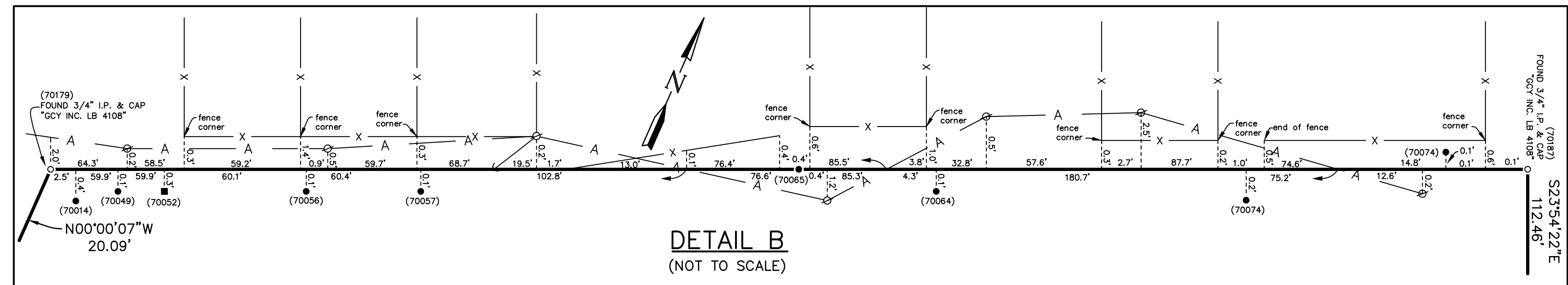
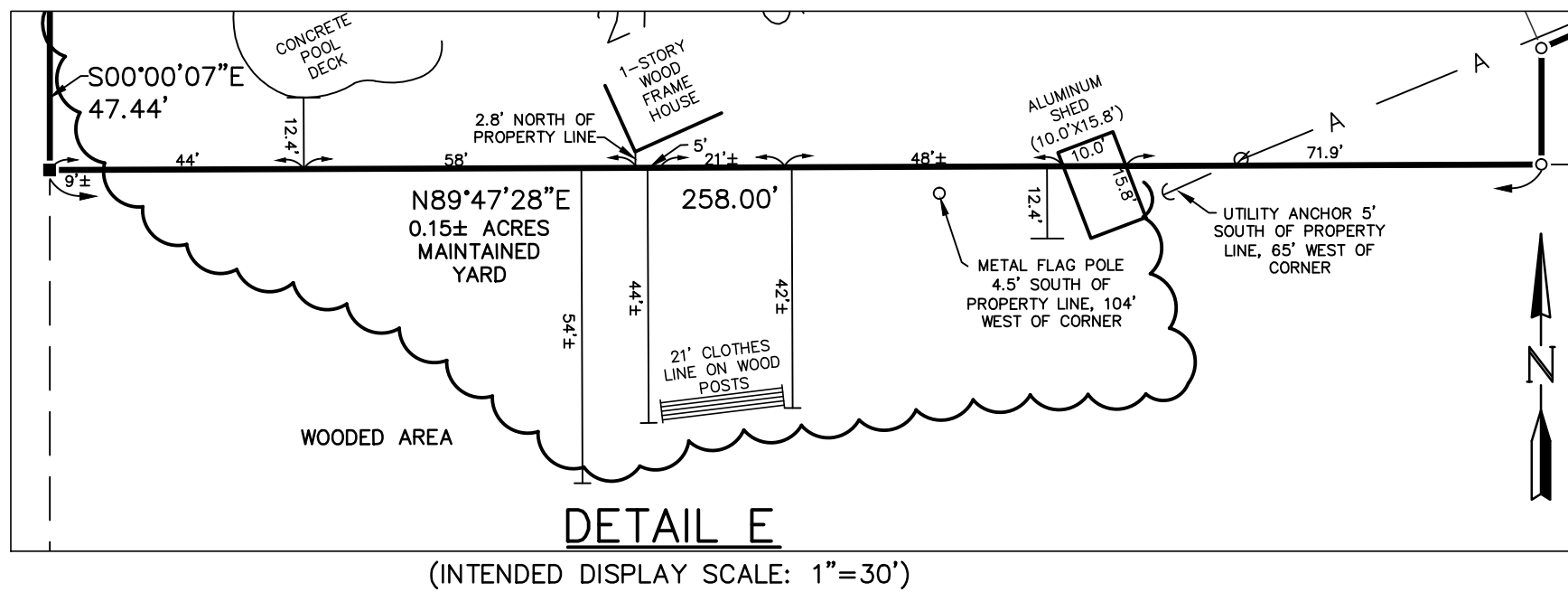
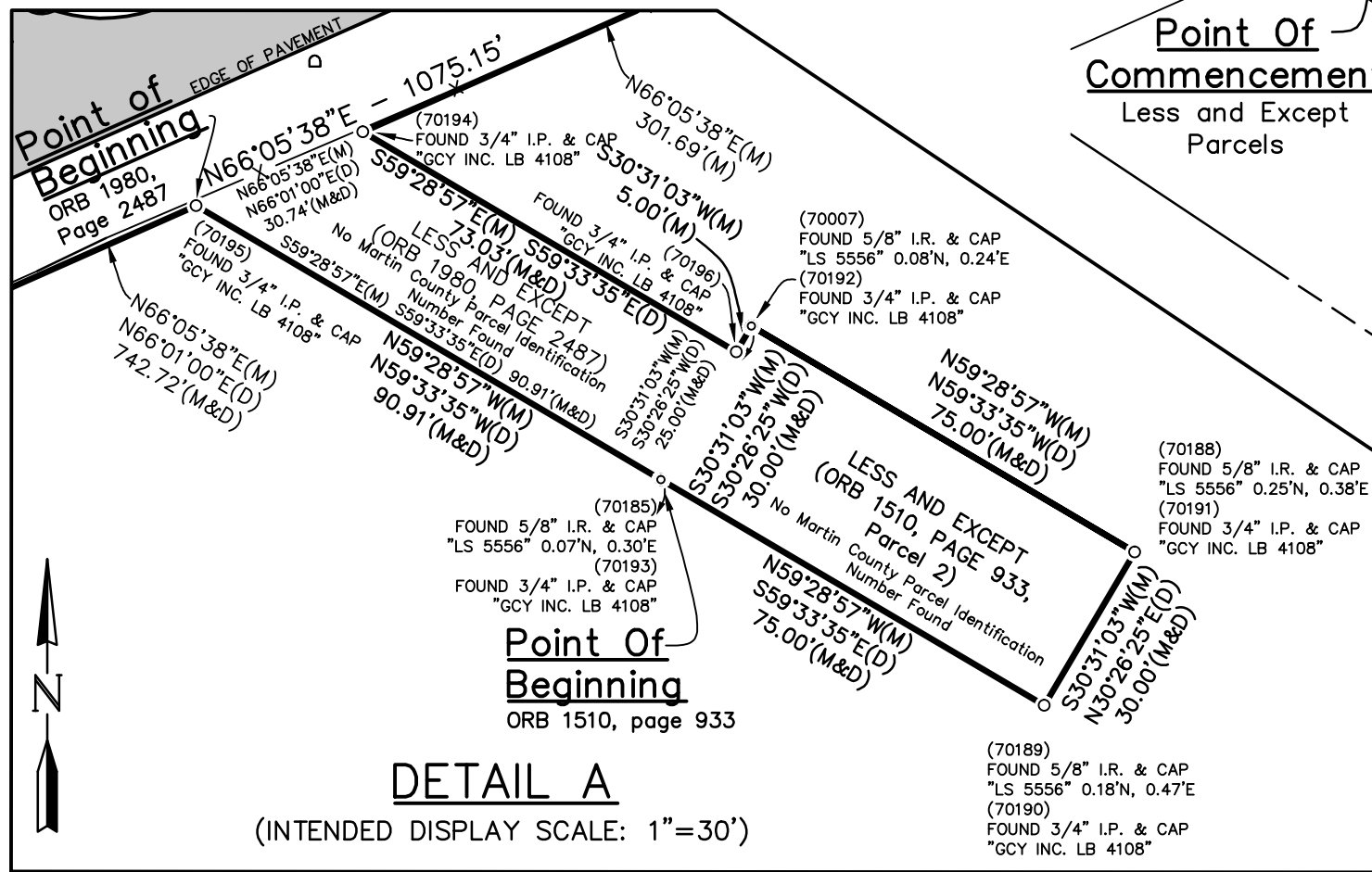
BOUNDARY SURVEY FOR:
MARTIN COUNTY BOARD OF
COUNTY COMMISSIONERS
MARTIN COUNTYFLORIDA

Scale: NA	Date: Oct. 2017	File & Drawing No: 16-1060-08-01
Drawn By: M.F.M.	Checked By: M.R.W.	Sheet 1 of 3



LEGEND

CM = CONCRETE MONUMENT
D = CENTRAL ANGLE OF CURVE
(D) = DEED MEASUREMENT
GOVT = GOVERNMENT
ID = IDENTIFICATION
IP = IRON PIPE
IR = IRON ROD
I.R.C. = IRON ROD AND CAP
I.P.C. = IRON PIPE AND CAP
L = ARC DISTANCE
LS = LAND SURVEYOR
(M) = FIELD MEASUREMENT
ORB = OFFICIAL RECORDS BOOK
P.I. = PARCEL IDENTIFICATION
PROJ. = PROJECT
R = RADIUS
R/W = RIGHT-OF-WAY
(70021) = COMPUTER POINT NUMBER
-X- = FENCE
o = MAILBOX
-A- = OVERHEAD UTILITY LINE
+ = SIGN
+ = TELEPHONE RISER
+ = UTILITY POLE ANCHOR
+ = WATER VALVE
+ = WOOD UTILITY POLE



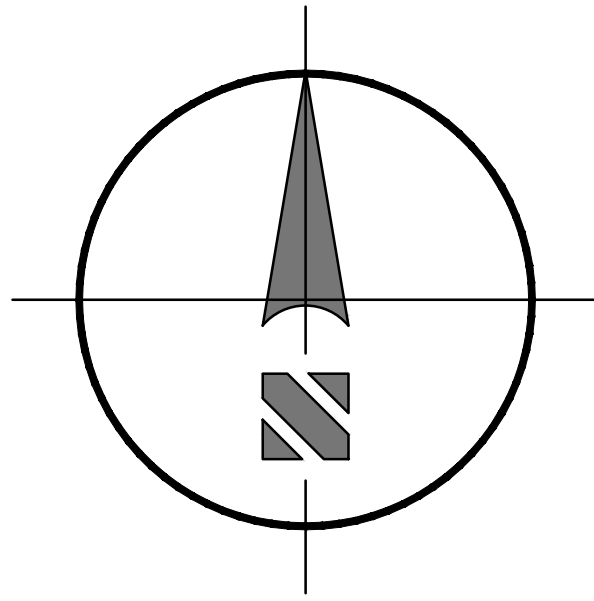
No.	Revisions	Date	By
1	REVISED HATCH ON SHEET 3, ADDED 15' ALLEY SHOWN ON PLAT BOOK 10, PAGE 9	11/27/2017	MRW

GCY INCORPORATED
PROFESSIONAL SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION LB 4108

CORPORATE OFFICE
PO BOX 1489 • 1505 SW MARTIN HWY.
PALM CITY, FL 34991
(800) 386-1066 • WWW.GCYINC.COM

BOUNDARY SURVEY FOR:
MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY **FLORIDA**

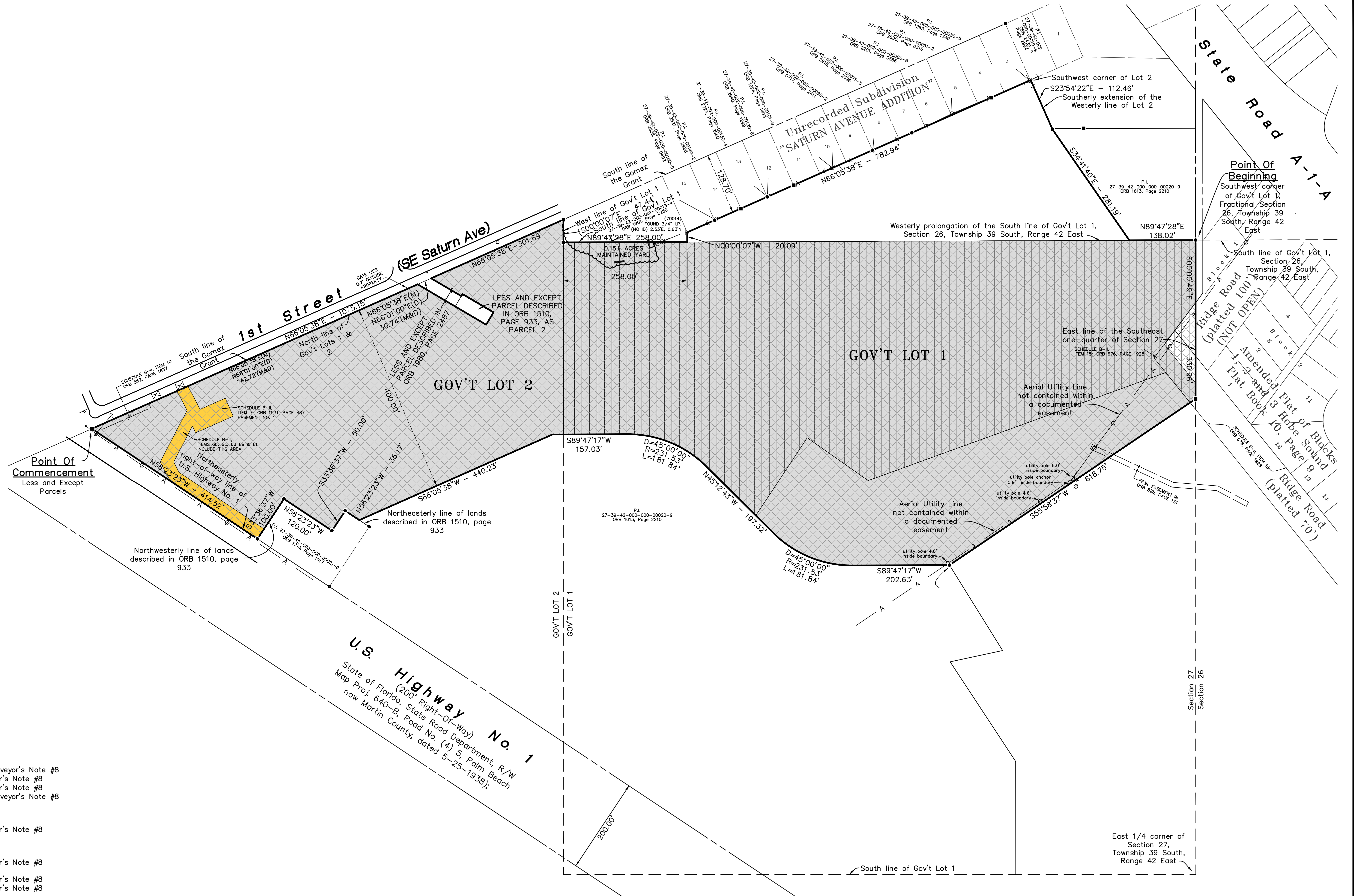
Scale: VARIES	Date: Oct. 2017	File & Drawing No.: 16-1060-08-01
Drawn By: M.F.M.	Checked By: M.R.W.	Sheet 2 of 3



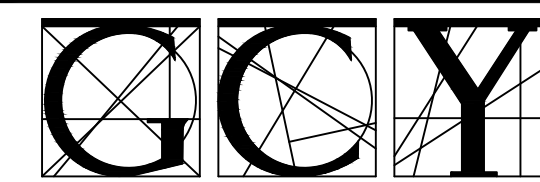
GRAPHIC SCALE
(IN FEET)
Intended display scale:
1 inch = 100 feet

- LEGEND
- CM = CONCRETE MONUMENT
 - D = CENTRAL ANGLE OF CURVE
 - (D) = DEED MEASUREMENT
 - GOV'T = GOVERNMENT
 - ID = IDENTIFICATION
 - IP = IRON PIPE
 - IR = IRON ROD
 - I.R.C. = IRON ROD AND CAP
 - I.P.C. = IRON PIPE AND CAP
 - L = ARC DISTANCE
 - LS = LAND SURVEYOR
 - (M) = FIELD MEASUREMENT
 - ORB = OFFICIAL RECORDS BOOK
 - P.I. = PARCEL IDENTIFICATION
 - PROJ. = PROJECT
 - R = RADIUS
 - R/W = RIGHT-OF-WAY
 - (70021) = COMPUTER POINT NUMBER
 - X— = FENCE
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 - ⊕ = SIGN
 - ⊕ = TELEPHONE RISER
 - ⊕ = UTILITY POLE ANCHOR
 - ⊕ = WATER VALVE
 - ⊕ = WOOD UTILITY POLE

LEGEND	Exception #	ORB Page	Acreage
	6	1333 0281	See Surveyor's Note #8
	6a	1333 0220	0.00
	6b	1530 2019	23.63
	6c	1568 2269	23.63
	6d	1530 2024	23.63
	6e	1714 1009	0.00
	7	1531 0487	0.31
	8	0389 1376	12.53 (or more) See Surveyor's Note #8
	8a	1281 0041	Cannot Map See Surveyor's Note #8
	8b	1333 0213	Cannot Map See Surveyor's Note #8
	8c	1469 0951	12.53 (or more) See Surveyor's Note #8
	8d	1510 0940	23.51
	8e	1605 0921	23.63
	8f	1613 2199	23.63
	8g	1714 1013	Cannot Map See Surveyor's Note #8
	9	1980 2487	0.00
	10	1714 1021	0.00
	11	0562 1837	0.03
	12	1266 1637	Cannot Map See Surveyor's Note #8
	13	1270 1355	12.53
	14	1333 1900	Cannot Map See Surveyor's Note #8
	15	0676 1928	Cannot Map See Surveyor's Note #8



MAP OF TITLE ENCUMBRANCES



INCORPORATED
PROFESSIONAL SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION LB 4108

CORPORATE OFFICE
PO BOX 1469 • 1505 SW MARTIN HWY.
PALM CITY, FL 34991
(800) 386-1066 • WWW.GCYINC.COM

BOUNDARY SURVEY FOR:
MARTIN COUNTY BOARD OF
COUNTY COMMISSIONERS
MARTIN COUNTY FLORIDA

Scale: 1"=100'	Date: Oct. 2017	File & Drawing No: 16-1060-08-01
Drawn By: M.F.M.	Checked By: M.R.W.	Sheet 3 of 3

No.	Revisions	Date	By
1	REVISED HATCH ON SHEET 3, ADDED 15' ALLEY SHOWN ON PLAT BOOK 10, PAGE 9	11/27/2017	MRW

ADDITIONAL ITEM**BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY****PLACEMENT:** PUBLIC HEARINGS**PRESET:**

TITLE: EXCHANGE OF THREE PARCELS OWNED BY MARTIN COUNTY TO EDWARD H. HAMM, AS TRUSTEE, OR HIS SUCCESSORS IN TRUST, UNDER THE AMENDMENT AND RESTATEMENT OF TRUST OF EDWARD H. HAMM DATED FEBRUARY 26, 1999 (HAMM) FOR THE CONVEYANCE OF 27.27+ ACRES, IN HOBE SOUND, ACCEPTANCE OF SPECIAL WARRANTY DEED FROM HAMM, APPROVAL OF GRANT FOR PARTIAL FUNDING OF PURCHASE PRICE AND INITIATE AN AMENDMENT TO FUTURE LAND USE DESIGNATION

AGENDA ITEM DATES:

MEETING DATE: 10/24/2017	COUNTY ATTORNEY: 10/2/2017
COMPLETED DATE: 10/12/2017	ASSISTANT COUNTY ADMINISTRATOR: 10/9/2017

REQUESTED BY:	DEPARTMENT:	PREPARED BY:
Name: Terry Rauth, P.E., Engineering Department Director	Engineering	Carla Segura, Real Property Manager
Name:		

Procedures: None**EXECUTIVE SUMMARY:**

Estimated staff presentation: 20 minutes. This request is for approval and acceptance of a Contract to Purchase and Sell Real Estate, acceptance and approval of a resolution and Special Warranty Deed for purchase of 27.27 + acres in Hobe Sound, the acceptance and approval of a DEP grant for a Federally Funded Appropriation (Grant) in the amount of \$1,169,265, authorization to exchange three County owned parcels to HAMM along with District 3 MSTU funding toward purchase price of HAMM parcel and consider adopting a resolution to initiate future land use map change.

APPROVAL:

ADM
GMD
LEG
ACA
CA

BACKGROUND/RELATED STRATEGIC GOAL:

1. Agreements prepared by: Contract for Purchase and Sell (Contract):
Robert A. Burson, PA (for Martin County)
Martin County Legal Department and Real Property
Marc R. Gaylord, P.A. (for HAMM)

DEP Agreement No. L1701 (Grant):
Department of Environment Protection (DEP)
Martin County
2. Parties to the Agreements: Contract:
Martin County
Edward H. Hamm

Grant:
State of Florida DEP
Martin County
3. Purpose of the Agreements: Approval of a Contract to Purchase and Sale which includes Exchange of three county owned parcels, DEP Grant Agreement, transfer of District 3 MSTU funds, for 27.27 ± acres of conservation land from HAMM
4. New/Revised/Modified Document: New
5. Duration: Perpetual
6. Benefits to Martin County: Preservation of biologically important scrub area
7. Cost to Martin County: \$1,169,265 Federally Funded Grant Appropriation
\$211,000 Value of three County owned parcels
\$10,000 from District 3 Funding
Total Purchase Price: \$1,390,265
Closing Cost of Approximately \$50,000± (Conservation Lands Sale Tax Fund Balance)

For over a decade, the Board of County Commissioners (BCC) has attempted to acquire the HAMM Parcel for preservation of a biologically important scrub habitat in Hobe Sound. The entire HAMM parcel consists of approximately 45.55 acres of which Martin County will purchase 27.27± acres for conservation purposes as defined in the DEP Grant. The remaining 18.28 acres, which has no

marketable value to third parties, will remain owned by HAMM who may, in a separate and unrelated transaction, donate to the Town of Jupiter Island for regional utility purposes.

During the June 20, 2017 meeting, the BCC directed staff to negotiate an agreement for the potential acquisition of the 27.27± acres of land for conservation lands in Hobe Sound a/k/a HAMM Parcel, in exchange for three County owned parcels along with the approval of the DEP Grant. The County Administrator and HAMM have entered into the conditional Contract to Purchase and Sell Real Estate (Contract) for this transaction. A condition of the Contract is approval of the Contract by the BCC.

The habitat on this parcel is comprised of sand pine scrub, a globally imperiled habitat. The site hosts numerous species of special concern that add to its biodiversity, including gopher tortoise, indigo snakes, Florida scrub jay, lichens, Tillandsia air plants, Florida rosemary, scrub mint and federally protected four-petal pawpaw. This parcel is situated contiguous to other preserve areas owned and maintained by the US Fish and Wildlife service, Hobe Sound National Wildlife Refuge, and it is in close proximity to the regionally significant Jonathan Dickinson State Park and Atlantic Ridge Ecosystem.

The 2017 Florida Legislature appropriated the Grant in the amount of \$1,169,265 to reimburse Martin County a portion of the purchase price of this property. The remaining purchase price will come from three County owned properties, with an agreed value of \$211,000, that are no longer needed for county purposes and \$10,000 from District 3 funding. Closing costs in the amount of \$50,000 will be funded by Conservation Lands Sales Tax Fund Balance that was earmarked for the Hamm Parcel acquisition. In compliance with Section 125.37 Florida Statutes concerning the exchange of property owned by a governmental entity public notice was advertised for two consecutive weeks prior to this public hearing.

The Grant is contingent upon approval of the terms and conditions being finalized by DEP. Staff is working with DEP to ensure all requirements are provided and met for funding reimbursement. The Grant requires the County record a Declaration of Restrictive Covenants that the property be utilized for conservation, restoration, protection and enhancement of natural resources, flood attenuation, pollutant removal, and for compatible public outdoor recreation, along with other related uses necessary for the accomplishment of such uses; and that the County initiate an amendment to the future land use designation, to a category dedicated to open space, conservation or outdoor recreation uses as appropriate. The current future land use designation on the property is low density.

The Contract provides a 60 day Investigation Period for the County to perform a due diligence investigation including a survey, title examination, Environmental Site Assessment (ESA), appraisals, financial analysis, etc. Staff has begun engaging in this investigation process. Should anything turn up during the Investigation period, staff will return to the BCC with a recommendation as to whether to proceed with the Contract or whether to terminate the Contract.

ISSUES:

Funding approval from DEP is contingent upon submittal of and compliance with the Agreement including recording of the Declaration of Restrictive Covenants and initiation of the future land use designation amendment; and approval and submittal of the Contract and all due diligence materials.

Once accepted by DEP it may take several months before the funding is available for submittal.

LEGAL SUFFICIENCY REVIEW:

This item has been reviewed for legal sufficiency to determine if it is consistent with applicable law, has identified and addressed legal risks, and has developed strategies for legal defensibility.

RECOMMENDED ACTION:

RECOMMENDATION

1. Move that the Board approve a Resolution to include the following items:
 - a. approval and acceptance of the Contract to Purchase and Sell Real Estate;
 - b. approval and acceptance of the DEP Agreement No. L1701;
 - c. approval and acceptance of the exchange of County owned property;
 - d. approval and acceptance of a Special Warranty Deed conveying the property which is the subject of the Contract to Purchase and Sell Real Estate;
 - e. direct staff to record a Declaration of Restrictive Covenants on the Hamm Parcel as approved by the DEP and the County Attorney's Office after closing; and
 - f. provide authorization to the Chairman to execute any and all documents necessary to complete this transaction.
2. Approve a Resolution initiating a Future Land Use Map amendment after the closing for the property purchased.
3. Approve a Budget Resolution recognizing the anticipated grant funds to be received by DEP and the Conservation Lands FY17 fund balance for the purchase of this parcel.

ALTERNATIVE RECOMMENDATIONS

Provide staff with alternative direction.

FISCAL IMPACT:

RECOMMENDATION

Moving forward with this acquisition will require the County to pay the purchase price and await reimbursement from DEP upon acceptance of the DEP Grant in the amount of \$1,169,265. Authorization to transfer \$10,000 from District 3 MSTU funds is needed to cover a portion of the purchase price. \$50,000 closing costs to come from the Conservation Lands Sales Tax Fund Balance that was earmarked for the Hamm Parcel Acquisition.

Funding Source	County Funds	Non-County Funds	Authorization
District 3 MSTU	\$10,000.00		
Federally Funded Approp.		\$1,169,265.00	
Conservation Lands Fund Balance	\$50,000.00 (closing costs)		
Subtotal			

Sketch and Legal Description for: EDWARD H. HAMM

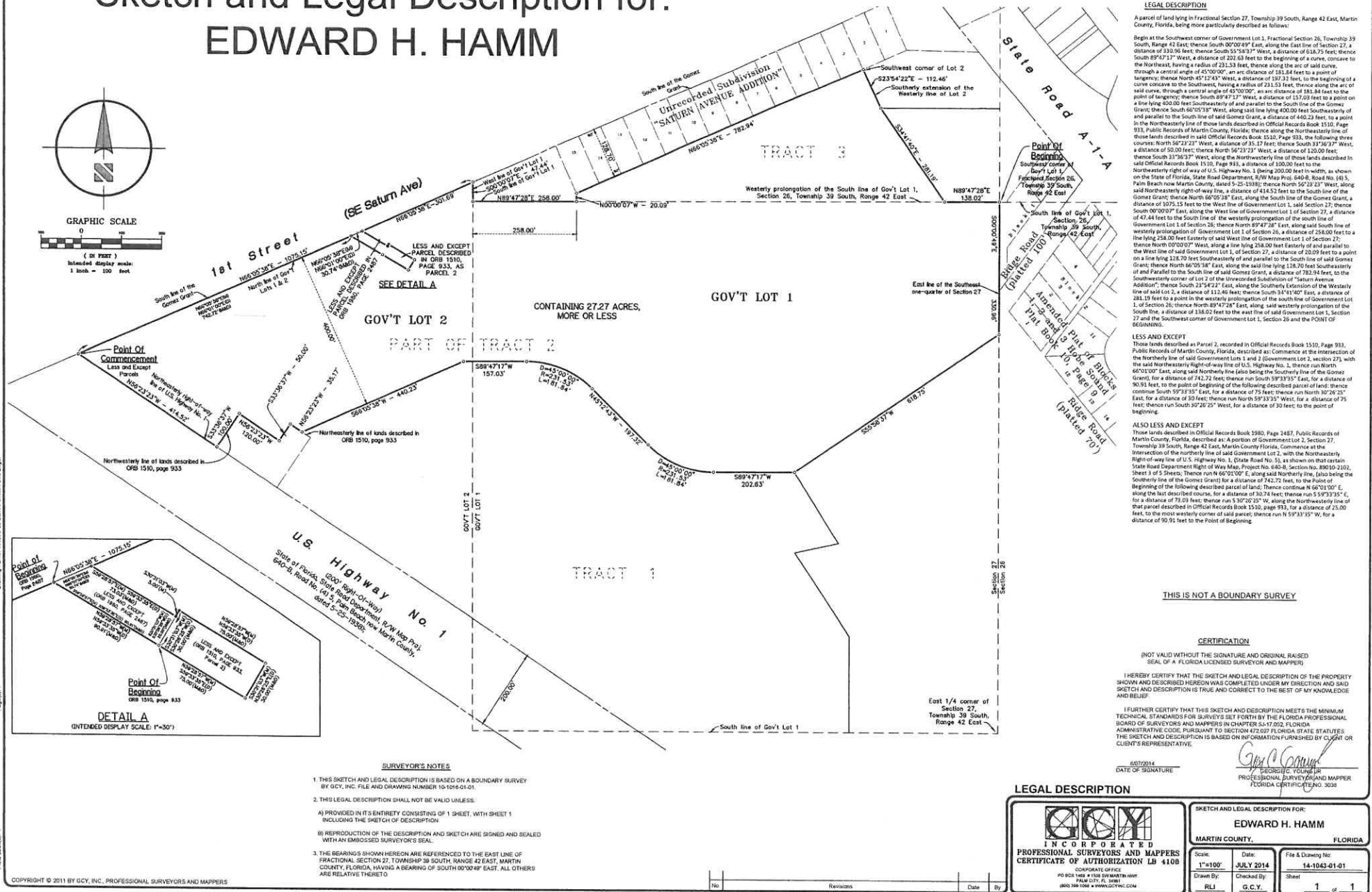
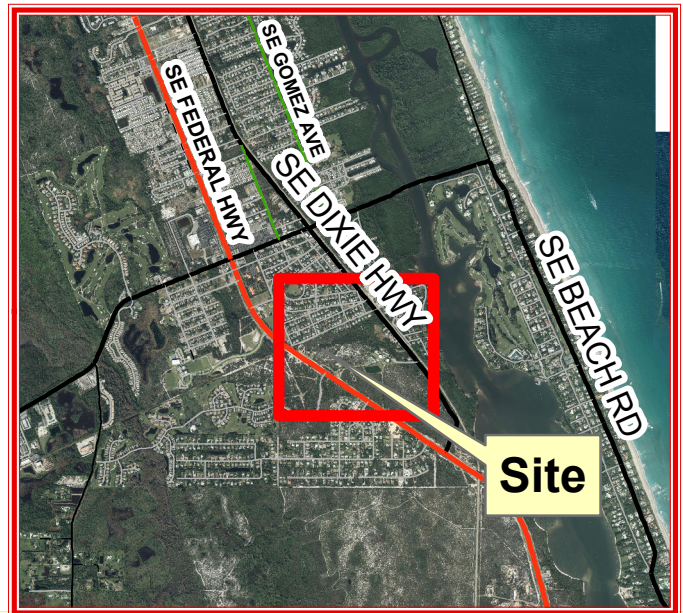




EXHIBIT B
Location Map
Section 27, T39S, R42E
Hobe Sound, Florida

MARTIN COUNTY ENGINEERING
DEPARTMENT REAL PROPERTY
2816



NOT TO SCALE
2017 AERIAL

CONTRACT TO PURCHASE AND SELL REAL ESTATE
(Exchange - Vacant Land)

This CONTRACT TO PURCHASE AND SELL REAL ESTATE, referred to in this document as this "*Contract*," is made and entered into as of the dates set forth on the signature pages and is effective as of the Effective Date, as defined in Paragraph 10.R, by and between:

Martin County, a political subdivision of the State of Florida,
and

Edward H. Hamm, individually and as Trustee, or his successors in Trust, under the Amendment and Restatement of Trust of Edward H. Hamm dated February 26, 1999, as subsequently amended and restated from time to time, which Party is referred to in this Contract as "*Hamm*."

Martin County and Hamm jointly are referred to in this document as the "*Parties*" and separately may be referred to as a "*Party*."

01. **Contract to Purchase and Sell.** Upon the terms and conditions set forth in this Contract, Hamm hereby agrees to sell to Martin County and Martin County agrees to purchase from Hamm that certain parcel of unimproved real estate located in Martin County, Florida and more particularly described on **Exhibit 1**, together with all easements, rights and uses now or hereafter belonging and any personal property listed in **Exhibit 3**, all of which are collectively referred to in this Contract as the "*Property*."
02. **Purchase Price and Payment; Deposits; Consideration.**
- A. **Purchase Price.** The purchase price and consideration for the Property shall be the amount of one million three hundred ninety thousand two hundred sixty five and no/100 dollars (\$1,390,265.00) U.S., which amount is referred to in this Contract as the "*Purchase Price*."
 - B. **Deposits.** There shall be no deposits required for this Contract. The Purchase Price shall be paid on the Closing Date, subject to the adjustments and prorations as set forth herein.
 - C. **Property Exchange.** Martin County shall partially pay the Purchase Price by conveying to Hamm, as trustee, the real property described on **Exhibit "2,"** referred to in this contract as the "*Exchange Lots*." All of the Exchange Lots shall, collectively, be valued at two hundred eleven thousand and no/100 dollars (\$211,000.00). Buyer acknowledges that the Property has a value significantly higher than the Purchase Price and that this transaction will result in a gift to Martin County of a portion of the value of the property which is estimated by Hamm to be approximately three million and no/100 dollars (\$3,000,000.00).

- D. **Balance of Purchase Price.** The balance of the Purchase Price shall be paid on or before the Closing Date by wire transfer to the Closing Agent, subject to the adjustments and prorations as set forth herein.

03. **Contingencies.** This Contract is contingent upon each of the following:

- A. **Grant Funds.** The 2017 Florida Legislature appropriated a grant in the amount of \$1,169,265.00 to reimburse Martin County a portion of the Purchase Price, which grant is referred to in this Contract as the "*Grant*." This Contract is contingent upon the terms and conditions of the Grant being finalized by the Florida Department of Environmental Regulation and thereafter being approved by Martin County. Once this contingency has been met, Martin County shall provide a notice to Hamm that the Grant is finalized and approved by Martin County. Notwithstanding the above, closing of this transaction must occur no later than December 19, 2017.

- B. **Hamm to Convey to Jupiter Island.** Hamm is the owner of a total of 45.55 acres which were conveyed to Hamm by deed recorded in Official Records Book 1613, page 2210 of the public records of Martin County, Florida. The 45.55 acres are identified in the Martin County Property Appraiser's records as Parcel ID 27-39-42-000-000-00020-9.

The Property being acquired by Martin County is 27.27 acres of the 45.55 acres owned by Hamm. Hamm has expressed his intent to convey the remaining 18.28 acres of the 45.55 acres owned by Hamm to the Town of Jupiter Island, at or before Closing, for no additional consideration.

All references to the acreage amounts in this Contract are approximate and are for the purpose of helping to identify the applicable real property and are not included for the purpose of determining value.

- C. **Notice To Be Given of Exchange of County Owned Property.** This Contract is contingent upon Martin County completing the requirements of Florida Statutes Section 125.37 concerning the exchange of property owned by a governmental entity. The requirements must be completed prior to the adoption of a resolution of the Board of County Commissioners authorizing the exchange of the Exchange Lots as partial consideration for the Property.
- D. **Beneficial Interest Disclosure.** If applicable, this Contract is contingent upon Martin County having timely complied with the requirements of Florida Statutes Section 286.23 to give Hamm notice of Hamm's obligations to provide the Beneficial Interest And Disclosure Affidavit in the form set out as Exhibit 4.

04. **The Property.** The following provisions pertain to the Property to be conveyed by Hamm to Martin County.

A. Marketable Title; Title Insurance; Survey

- 1) **Marketable Title - The Property.** Hamm shall convey marketable title to the Property by special warranty deed free of claims, liens, encroachments, and encumbrances of record or known to Hamm; but, subject to real property and non-ad valorem taxes as provided in Paragraph 09.A., and subject to those covenants, restrictions and easements of record which have been accepted by Martin County, provided there exists at Closing no violation of the foregoing and provided that none of them prevents the use of the Property for the conservation, restoration, protection and enhancement of natural resources, flood attenuation, pollutant removal, and for compatible outdoor public recreation, along with other related uses necessary for the accomplishment of such uses, which uses are referred to in this Contract as *"Martin County's Intended Use Of The Property."*
- 2) **Title Insurance -The Property.** Martin County may, at Martin County's expense and within the Investigation Period, obtain a title insurance commitment, referred to in this Contract as the *"Commitment,"* applicable to the Property and to this Contract.
 - a) **Title Defects Based on Commitment.** If the Commitment reveals any matter(s) which render(s) title unmarketable then each such matter shall constitute a title defect and shall be subject to the provisions set forth in Paragraph 04.B. and the Closing Date shall be extended accordingly. For the purposes of this Contract, any matter which prevents or hinders Martin County from using the Property for Martin County's Intended Use Of The Property shall be considered as a matter which renders title unmarketable.
 - b) **Commitment Update.** At any time prior to the Closing, Martin County may have the Commitment updated to a more recent certification date. Martin County shall have the right to object to any new matter shown on the updated Commitment that makes the title unmarketable. Martin County shall deliver written notice to Hamm of any new title matters that make the title unmarketable and the provisions of Paragraph 04.B. shall apply.
- 3) **Survey - The Property.**
 - a) **Survey Requirements - The Property.** Martin County may, at Martin County's expense, during the Investigation Period, have

the Property surveyed by a professional land surveyor and mapper or engineer and receive from the surveyor or engineer a drawing of the survey, which drawing is referred to in this Contract as the "Survey." The Survey may be an updated and re-certified survey drawing of a prior survey. The Survey shall:

1. be prepared in accordance with ALTA standards;
 2. be certified to Martin County, the title insurance company, the title insurance agent, and any other person or entity designated by Martin County;
 3. be sufficient for removal of the standard survey exception from the policy of title insurance to be issued pursuant to the Commitment; and
 4. be in a form and content acceptable to Martin County and shall show all matters disclosed in the Commitment and which can be located on the Survey.
- b) **Title Defects Based on Survey.** If the Survey reveals that there are encroachments on the Property from the property of another or that the improvements on the Property encroach on the property of another, then such encroachments shall constitute a title defect and shall be subject to the provisions set forth in Paragraph 04.B.
- c) **Survey Update.** At any time prior to the Closing, Martin County may have the Survey updated and re-certified in the manner provided above. Martin County shall have the right to object to any new matter shown on the updated survey that constitutes an encroachment as provided in Paragraph 04.A.3)b). Martin County shall deliver written notice to Hamm of any new encroachments and the provisions of Paragraph 04.B. shall apply.

B. Title Defects - The Property.

- 1) **Title Acceptance or Notice of Defects - The Property.** Martin County shall, within the Inspection Period, deliver to Hamm a written notice of title defects. Title to the Property shall be deemed accepted by Martin County if either:

- a) Martin County fails to deliver to Hamm a written notice of title defects within the Inspection Period; or
 - b) Martin County delivers a written notice of title defects and Hamm cures the defects within one hundred twenty (120) days from receipt of the notice, which period is referred to in this Contract as the *"Curative Period."*
- 2) **Cure of Title Defects- The Property.** If Martin County timely delivers notice of title defects to Hamm, then upon receipt of the notice from Martin County, Hamm may, but shall not be obligated to cure the defects within the Curative Period.

If the title defects are not cured within the Curative Period, then Martin County shall have thirty (30) days from the end of the Curative Period to elect, by written notice to Hamm, to:

- a) terminate this Contract; or
- b) accept title subject to the existing title defects with no adjustment in the Purchase Price.

If the title defects are cured within the Curative Period, then Hamm shall provide Martin County with written notice of the cure of the defects within 10 business days after the cure is completed and the Closing Date shall be thirty (30) days from the date on which Martin County received the notice.

C. **Representations of Hamm; Indemnification - The Property.** Hamm makes and acknowledges that each of the following representations and warranties are material, have been relied on by Martin County, and shall survive the Closing:

- 1) Hamm represents and warrants to Martin County that, as of the Effective Date, and as of the Closing Date, Hamm owns the Property and has the legal capacity and authority to convey the Property in accordance with this Contract.
- 2) Hamm represents and warrants that Hamm is unaware of any violation of any zoning, safety, environmental, health or other codes, laws, ordinances or regulations pertaining to the Property..

- 3) Hamm represents and warrants that Hamm is not aware of any information or fact which would materially or adversely affect the Property.
 - 4) Hamm represents and warrants that title to the Property shall be conveyed free and clear of any lease, lease renewal, option, agreement to sell, encumbrance, or any other agreement or rights of others which extend beyond the Closing Date.
- D. The sale of the Property is subject to and conditioned upon the Property being used only for the conservation, restoration, protection and enhancement of natural resources, flood attenuation, pollutant removal, and for compatible outdoor public recreation, along with other related uses necessary for the accomplishment of these uses; consistent with the requirements of the Grant.
05. **The Exchange Lots.** The following provisions pertain to the Property to be conveyed by Martin County to Hamm.
- A. **Title; Title Insurance; Survey**
- 1) **Title-The Exchange Lots.** Martin County shall convey title to the Exchange Lots by quit claim deed, subject to all covenants, conditions, restrictions and easements of record which have been accepted by Hamm, provided there exists at Closing no violation of the foregoing and provided that none of them prevents the use of the Exchange Lots for those purposes permitted under the applicable current zoning for each of the Exchange Lots, which use is referred to in this Contract as *"Hamm's Intended Use Of The Exchange Lots"*.

The quit claim deed from Martin County shall contain a provision confirming that, pursuant to Florida Statutes Section 270.11, Martin County has chosen not to reserve for Martin County the otherwise automatically reserved undivided interests and title in and to any phosphate, minerals, metals and petroleum that is or may be in, on, or under the Exchange Lots.
 - 2) **Title Insurance - The Exchange Lots.** Martin County shall, at Martin County's expense and within the Investigation Period, deliver to Hamm's attorney a title insurance commitment, referred to in this Contract as the *"Exchange Lots Commitment"* applicable to the Exchange Lots and to this Contract.

- a) **Title Defects Based on Exchange Lots Commitment.** If the Exchange Lots Commitment reveals any matter(s) which render(s) title unmarketable then each such matter shall constitute a title defect and shall be subject to the provisions set forth in Paragraph 05.B. For the purposes of this Contract, any matter which prevents or hinders Hamm from using the Exchange Lots for Hamm's Intended Use Of The Exchange Lots shall be considered as a matter which renders title unmarketable.
 - b) **Exchange Lots Commitment Update.** Prior to the Closing Date Martin County shall have the Exchange Lots Commitment updated to a more recent certification date and shall provide the updated Exchange Lots Commitment to Hamm's attorney. Hamm shall have the right to object to any new matter shown on the updated Exchange Lots Commitment that makes the title unmarketable. Hamm shall deliver written notice to Martin County of any new title matters that make the title unmarketable and the provisions of Paragraph 05.B. shall apply.
- 3) **Survey - The Exchange Lots.**
- a) **Survey Requirements - The Exchange Lots.** Hamm may, at Hamm's expense, during the Investigation Period, have the Exchange Lots surveyed by a professional land surveyor and mapper or engineer and receive from the surveyor or engineer drawings of the surveys, which drawings are collectively referred to in this Contract as the *"Exchange Lots Survey."* The Exchange Lots Survey may be an updated and re-certified survey drawing of prior surveys of the Exchange Lots. The Exchange Lots Survey shall:
 - 1. be prepared in accordance with ALTA standards;
 - 2. be certified to Hamm, the title insurance company, the title insurance agent, and any other person or entity designated by Hamm;
 - 3. be sufficient for removal of the standard survey exception from the policy of title insurance to be issued pursuant to the Exchanged Lots Commitment; and

4. be in a form and content acceptable to Hamm and shall show all matters disclosed in the Exchange Lots Commitment and which can be located on the Survey.
- b) **Title Defects Based on Survey- The Exchange Lots.** If the Exchange Lots Survey reveals that there are encroachments on any of the Exchange Lots from the property of another or that the improvements on one of the Exchange Lots encroaches onto the property of another, then such encroachments shall constitute a title defect and shall be subject to the provisions set forth in Paragraph 05.B.
- c) **Survey Update - The Exchange Lots.** At any time prior to the Closing, Hamm may have the Exchange Lots Survey updated and re-certified in the manner provided above. Hamm shall have the right to object to any new matter shown on the updated survey that constitutes an encroachment as provided in Paragraph 05.A.3)b). Hamm shall deliver written notice to Martin County of any new encroachments and the provisions of Paragraph 05.B. shall apply.

B. Title Defects - The Exchange Lots.

- 1) **Title Acceptance or Notice of Defects - The Exchange Lots.** Hamm shall, within the Inspection Period, deliver to Martin County a written notice of title defects. Title to the Exchange Lots shall be deemed accepted by Hamm if either:
 - a) Hamm fails to deliver to Martin County a written notice of title defects within the Inspection Period; or
 - b) Hamm delivers a written notice of title defects and Martin County cures the defects within one hundred twenty (120) days from receipt of the notice, which period is referred to in this Contract as the *"Exchange Lots Curative Period."*
- 2) **Cure of Title Defects - The Exchange Lots.** If Hamm timely delivers notice of title defects to Martin County then upon receipt of the notice from Hamm, Martin County shall use it's best efforts to cure the defects within the Exchange Lots Curative Period.

If the title defects are not cured within the Exchange Lots Curative Period, then Hamm shall have thirty (30) days from the end of the

Exchange Lots Curative Period to elect, by written notice to Martin County to:

- a) terminate this Contract;
- b) extend the Exchange Lots Curative Period for up to 90 days; or
- c) accept title subject to the existing title defects with no adjustment in the Purchase Price.

If the title defects are cured within the Curative Period, then Martin County shall provide Hamm with written notice of the cure of the defects within 3 business days after the cure is completed and the Closing Date shall be thirty (30) days from the date on which Hamm received the notice.

- C. **No Representations or Warranties By Martin County - The Exchange Lots.** As provided by Florida Statutes Section 125.411, the deed of conveyance by Martin County shall convey only the interest of Martin County in the Property, and shall not be deemed to warrant the title or to represent any state of facts concerning the same.
- D. **Statutory Exchange Requirements Pertaining to the Exchange Lots.** The conveyance of the Exchange Lots shall be an exchange of county property under Florida Statutes Section 125.37 and Martin County shall comply with the statutory requirements of publication, notice, and adoption of a resolution.

06. Delivery of Due Diligence Materials and Investigation Period.

- A. **Delivery of Due Diligence Materials.** Within fifteen (15) days after the Effective Date, each Party shall deliver to the other Party all of the following existing items which are specifically related to the property the Party is conveying and which are in the possession or control of the Party:
 - 1) survey drawings;
 - 2) environmental studies;
 - 3) copies of any contracts that survive the Closing;
 - 4) title insurance policies; and

- 5) any and all other information regarding the property which the Party is conveying which would reasonably be expected to be of assistance in the investigation of the property by the other Party.

For each day beyond the five (5) days noted above in which the a Party does not provide such documents, the Investigation Period for the receiving Party shall be extended for one day.

- B. **Investigation Period.** The time period which commences on the Effective Date and which expires at 5:00 p.m. on the sixtieth (60th) day after the Effective Date is referred to in this Contract as the *"Investigation Period."*
- C. **Property Inspections.** During the Investigation Period both Parties shall have the right to enter the property they are acquiring to conduct tests, to inspect and investigate all aspects of the property, and to determine if the property is suitable to the Party for the Intended Use Of The Property for the Party.
- D. **Termination of This Contract During Investigation Period.** During the Investigation Period each Party shall have the absolute, complete, and unconditional right for any reason whatsoever, and without cause or obligation to state a cause, to terminate this Contract by delivering written notice of such termination to the other Party prior to the expiration of the Investigation Period. Such notice is referred to in this Contract as the *"Termination Notice."*

If a Termination Notice is delivered, then the provisions of Paragraph 10.W., shall apply.

- E. **Acceptance of The Property.** If Martin County fails to provide the Termination Notice within the time required in Paragraph 06.B., then Martin County shall have waived its right to terminate this Contract pursuant to Paragraph 06.D. and Hamm shall deliver the Property to Martin County and Martin County shall accept the Property in its "As-Is" condition. Hamm shall maintain the Property in comparable condition until the Closing.
- F. **Acceptance of The Exchange Lots.** If Hamm fails to provide the Termination Notice within the time required in Paragraph 06.B, then Hamm shall have waived its right to terminate this Contract pursuant to Paragraph 06.D. and Martin County shall deliver the Exchange Lots to Hamm and Hamm shall accept the Exchange Lots in their "As-Is" condition. Martin County shall maintain the Exchange Lots in comparable condition until the Closing.
07. **Default.** If either Party fails, neglects or refuses to perform their obligations under this Contract (except for reasons permitted or authorized by this Contract), Martin

County and Hamm acknowledge and agree that such failure, neglect or refusal is a default under this Contract and that the economic consequences of default by either Party, considered at the time of contract formation, are speculative and uncertain. In event of default, if such default is not cured by the defaulting Party within 7 days after written notice to the defaulting Party from the non-defaulting Party, then the non-defaulting Party may terminate this Contract. Martin County and Hamm agree that upon default of this Contract by a Party, the recovery of liquidated damages is a suitable and preferable alternative to remedies that might otherwise be available at law or in equity. Therefore, the following shall apply:

- A. **Hamm's Failure To Close.** If Hamm defaults by failing, neglecting or refusing to perform Hamm's obligations under this Contract, and fails to cure such default, then Martin County's sole and exclusive remedy shall be the recovery from Hamm of liquidated damages in the amount of one thousand dollars (\$1,000.00). Hamm shall promptly tender said sum upon demand from Martin County. Upon such payment this Contract shall be terminated in accordance with the provisions of Paragraph 10.V.
- B. **Martin County's Failure To Close.** If Martin County defaults by failing, neglecting or refusing to perform Martin County's obligations under this Contract, and fails to cure such default, then Hamm's sole and exclusive remedy shall be the recovery from Martin County of liquidated damages in the amount of one thousand dollars (\$1,000.00). Martin County shall promptly tender said sum upon demand from Hamm. Upon such payment this Contract shall be terminated in accordance with the provisions of Paragraph 10.V.
- C. **Mutual Acceptance of Remedies.** Martin County and Hamm each agree to accept the liquidated damages specified above as full and complete compensation and settlement for any and all claims, whether founded upon contract, tort, statute, or otherwise, that may arise in connection with the failure, neglect or refusal of the other Party to perform their obligations under this Contract.

In connection with the enforcement of this Contract, Martin County and Hamm expressly waive and disclaim any and all further claims and remedies including but not limited to injunctive relief, specific performance, the filing of a notice of lis pendens, and claims for monetary compensation including but not limited to benefit-of-the-bargain damages, lost profits, lost rental income, expenses incurred in preparing for settlement and all other costs, expenses, compensation and damages of whatever nature whether founded upon law or in equity.

08. **Closing.** The closing of the transaction contemplated herein, which is referred to in this Contract as the "*Closing*," shall take place on such date that is thirty days after the date on which Martin County gives the notice that the Grant has been finalized and approved as provided in Paragraph 03.A., unless extended or shortened by written agreement of the Parties or by the terms of this Contract. The date on which the Closing occurs is referred to in this Contract as the "*Closing Date*." The Closing shall be held at the Martin County, Florida office of the Closing Agent at 10:00 AM unless a different time is agreed upon by the Parties and the Closing Agent. Notwithstanding the above, Closing of this transaction must occur no later than December 19, 2017.

A. **The Property.** On or before the Closing Date:

- 1) **Hamm's Requirements.** Hamm shall execute and deliver, or shall have previously executed and delivered, to the Closing Agent each of the following prepared by the Closing Agent:
 - a) A special warranty deed conveying marketable title to the Property, free and clear of all liens and encumbrances, in the condition required by Paragraph 04.A.1).
 - b) An affidavit, in a form acceptable to Martin County and to the Closing Agent, certifying that Hamm is not a non-resident alien or a foreign entity, such that Hamm and such interest holders are not subject to tax under the Foreign Investment and Real Property Tax Act of 1980, as amended, and the Regulations applicable thereto, referred to in this Paragraph as the "*Act*." If Hamm is subject to tax under the Act, then Hamm shall comply with all provisions of the Act.
 - c) A Seller's Closing Affidavit in the form as required by the Closing Agent to allow for the deletion of the standard title exceptions on the title insurance policy.
 - d) A Settlement Statement (closing statement).
 - e) Such other affidavits, documents, or instruments as may reasonably be required or requested by the Closing Agent to close this transaction in a manner which allows for the issuance of a title insurance policy insuring marketable title in the condition as required by Paragraph 04.A.1).

- f) An absolute bill of sale conveying and warranting title to all items of personal property included as part of the Property, which conveyance shall vest absolute title in and to the personal property in Martin County free and clear of all liens, encumbrances, and rights of any and all third parties.
 - g) Such documentation as may be required to satisfy the Closing requirements of the underwriter of the Commitment.
 - h) Assignments of any applicable permits and licenses.
 - i) Any corrective instruments.
- 2) **Martin County's Requirements.** Martin County shall execute and deliver, or shall have previously executed and delivered, to the Closing Agent each of the following prepared by the Closing Agent:
- a) A Buyer's Closing Affidavit in the form as required by the Closing Agent to allow for the deletion of the standard title exceptions on the title insurance policy.
 - b) A Settlement Statement (closing statement).
 - c) Such other affidavits, documents, or instruments as may reasonably be required or requested by the Closing Agent to close this transaction in a manner which allows for the issuance of a title insurance policy insuring marketable title in the condition as required by Paragraph 04.A.1).
 - d) Such documentation as may be required to satisfy the Closing requirements of the underwriter of the Commitment.

B. The Exchange Lots. On or before the Closing Date:

- 1) **Martin County's Requirements.** Martin County shall execute and deliver, or shall have previously executed and delivered, to the Closing Agent each of the following prepared by the Closing Agent:
- a) A quit claim deed conveying marketable title to the Exchange Lots in the condition required by Paragraph 05.A.1).
 - b) If required by the Act, an affidavit, in a form acceptable to Hamm and the Closing Agent, certifying that Martin County is not a non-resident alien or a foreign entity, such that Martin

County and such interest holders are not subject to tax under the Foreign Investment and Real Property Tax Act of 1980, as amended, and the Regulations applicable thereto, referred to in this Paragraph as the “Act.”

- c) A Seller’s Closing Affidavit in the form as required by the Closing Agent to allow for the deletion of the standard title exceptions on the title insurance policy.
 - d) A Settlement Statement (closing statement).
 - e) Such other documents, or instruments as may reasonably be required or requested by the Closing Agent to close this transaction in a manner which allows for the issuance of a title insurance policy insuring marketable title in the condition as required by Paragraph 05.A.1).
 - f) An absolute bill of sale conveying, without warranties, title to all items of personal property included as part of the Property, if any, which conveyance shall vest absolute title in and to the personal property in Hamm free and clear of all liens, encumbrances, and rights of any and all third parties.
 - g) Such documentation as may be required to satisfy the Closing requirements of the underwriter of the Commitment.
 - h) Assignments of any applicable permits and licenses.
 - i) Any corrective instruments.
- 2) **Hamm’s Requirements.** Hamm shall execute and deliver, or shall have previously executed and delivered, to the Closing Agent each of the following prepared by the Closing Agent:
- a) A Buyer’s Closing Affidavit in the form as required by the Closing Agent to allow for the deletion of the standard title exceptions on the title insurance policy.
 - b) A Settlement Statement (closing statement).
 - c) Such other affidavits, documents, or instruments as may reasonably be required or requested by the Closing Agent to close this transaction in a manner which allows for the

issuance of a title insurance policy insuring marketable title in the condition as required by Paragraph 05.A.1).

- d) Such documentation as may be required to satisfy the Closing requirements of the underwriter of the Exchange Lots Commitment.

- C. If either Party is obligated to discharge any encumbrances at or prior to Closing and fails to do so, the Closing Agent may use a portion of the funds of that Party to satisfy the encumbrances.
- D. On or before the Closing Date, Martin County shall deliver to the Closing Agent the funds representing the Purchase Price adjusted as provided in this Contract, in the form of a wire transfer.
- E. The Closing Agent shall disburse the closing funds.

09. Prorations & Expenses.

- A. **Ad Valorem Real Estate Taxes - The Property.** All ad valorem real estate taxes included within Florida Statutes Sections 196.29 and 196.295, referred to collectively in this Contract as the "*Property Taxes*," and which are applicable to the Property shall be paid by Hamm in the following manner:
 - 1) At or before Closing, Hamm shall pay all of the Property Taxes that were due and payable in years before the year of the Closing.
 - 2) For Property Taxes that are attributable to the year in which the Closing occurs:
 - a) If the Closing Date occurs between January 1 and November 1, inclusive, then Hamm shall, in accordance with Florida Statutes Section 196.295, pay an amount prorated from January 1 to the Closing Date which is based upon the then current assessment and millage rates applicable to the Property. The amount paid by Hamm shall be placed in escrow with the county tax collector and the Property Taxes for the remainder of such year shall stand canceled.
 - b) If the Closing Date occurs during the time interval commencing on November 2 and ending on December 31, inclusive, then Hamm shall pay an amount equal to the current Property Taxes, prorated to the Closing Date levied against the Property

for the year of Closing and the Taxes for the remainder of such year shall stand canceled.

- B. **Non-Ad Valorem Assessments - The Property.** Any non-ad valorem assessments for the year of Closing related to the Property shall be prorated as of the Closing Date.
- C. **Ad Valorem Real Estate Taxes - The Exchange Lots.** Martin County is immune from paying ad valorem real estate taxes during its period of ownership of the Exchange Lots but such immunity does not continue after transfer of title of the Exchange Lots to Hamm. Hamm shall be responsible for payment of all ad valorem taxes applicable to the Exchange Lots from the Closing Date to the end of the year in which the Closing occurs.
- D. **Non-Ad Valorem Assessments - The Exchange Lots.** Any non-ad valorem assessments pertaining to the Exchange Lots shall be prorated at Closing based on the actual assessment amount for the year of Closing if such amount is known. If the actual assessment amount for the year of Closing is unknown at Closing, then the proration shall be based on the prior year assessment amount.
- E. **Other Taxes or Assessments.** If there are any other governmental taxes or assessments attributable to the Property which are not governed by Florida Statutes Sections 196.29 and 196.295, then Hamm shall pay all such taxes and assessments in full.
- F. **Documentary Stamps on the Deeds of Conveyance.** Pursuant to Florida Statutes Section 201.01, Martin County is exempt from paying documentary stamps and transfer taxes in connection with the conveyance of the Property. Hamm, as a non-exempt Party, shall pay for the costs of the documentary stamps and transfer taxes payable in connection with the conveyance of the Property to Martin County and in connection with the conveyance of the Exchange Lots to Hamm.
- G. **Miscellaneous Costs.**
 - 1) As to the Property:
 - a) Martin County shall pay the following costs:
 - 1. all inspection, survey, and title insurance related fees and costs;
 - 2. cost of recordation of the warranty deed; and
 - 3. Martin County's attorney's fees.
 - b) Hamm shall pay the following costs:
 - 1. any costs of clearing title defects;

2. documentary stamp tax, and surtax if any, on the deed of conveyance (based on the full Purchase Price); and
3. Hamm's attorney's fees.

2) As to the Exchange Lots:

- a) Hamm shall pay the following costs:
 1. all inspection and survey costs;
 2. documentary stamp tax, and surtax if any, on the deed of conveyance (based on the \$211,000.00 value of the Exchange Lots); and
 3. cost of recordation of the warranty deed; and
 4. Hamm's attorney's fees.
- b) Martin County shall pay the following costs:
 1. any costs of clearing title defects;
 2. all title insurance related fees and costs; and
 3. Martin County's attorney's fees.

10. **Miscellaneous.**

- A. **Controlling Law.** This Contract shall be construed and enforced in accordance with the laws of the State of Florida. Venue shall be in Martin County for all state court matters, and in the Southern District of Florida for all federal court matters.
- B. **Condemnation.** Hamm represents and warrants that Hamm has received no notice that any governmental authority intends to commence or has commenced proceedings for the taking of any portion of the Property by the exercise of any power of condemnation or eminent domain.

If, after the Effective Date and prior to Closing, Hamm receives notice that any governmental authority intends to commence or has commenced proceedings for the taking of any portion of the Property by the exercise of any power of condemnation or eminent domain, then Hamm shall send notice thereof to Martin County, which shall include all pertinent information relating thereto.

Martin County shall have the absolute right, at Martin County's sole discretion, to terminate this Contract without liability by notifying Hamm in writing within thirty (30) days following the date Martin County receives notice of such occurrence.

- C. **Brokers.** Martin County represents and warrants to Hamm that Martin County has not been provided professional services in this transaction by any sales broker/agent.

Hamm represents and warrants to Martin County that Hamm has not been provided professional services in this transaction by any sales broker/agent. If any third party makes a claim arising out of the actions of Hamm or responsibilities as it relates to the payment of commissions due any persons or entities for real estate brokerage services in respect of this Contract, then Hamm agrees to hold Martin County harmless, and agrees to indemnify Martin County, regarding any and all such claims.

- D. **Entire Agreement.** This Contract constitutes the entire agreement between the Parties with respect to this transaction and supersedes all prior agreements, written or oral, between Hamm and Martin County relating to the subject matter hereof. Any modification or amendment to this Contract shall be effective only if in writing and executed by each of the Parties.
- E. **Representation.** Both Parties hereto represent and agree that they are each represented by their own legal counsel.
- F. **Assignment.** Neither Martin County nor Hamm may assign its rights and obligations under this Contract without prior written consent of the other Party, except that Martin County may assign this Contract on or before the Closing Date to another Municipal, State or Federal governmental entity.
- G. **Notices.** Notices and other communications under this Contract shall be in writing and be deemed to have been duly given if sent by a Party or by their attorney in any of the following manners:
- 1) **Personal Delivery.** If personally delivered, to any of the following individuals:

Hamm:	To Hamm or to Hamm's contact person named on Exhibit 5 of this Contract.
Martin County:	The Martin County Real Property Manager; or any attorney staff member of the Office of the County Attorney for Martin County, FL

Notice personally delivered shall be deemed as delivered on the date of actual delivery.
 - 2) **US Postal Service.** If mailed through the US Postal Service by certified mail, return receipt requested, addressed to the other Party, for whom intended:

If to Hamm: At either the street delivery address or usual mailing address of Hamm or of Hamm's contact person as shown on **Exhibit 5** of this Contract.

If to Martin County: At the following address which is both the street delivery address and the usual mailing address of Martin County.

The Martin County Real Property Manager
2401 SE Monterey Road
Stuart, FL 34996

and

The Office of County Attorney for Martin
County, FL
Attn: Sarah Woods
2401 SE Monterey Road
Stuart, FL 34996

Delivery by the US Postal Service shall be deemed to have been made on the earlier of the date of actual delivery or on the 3rd business day after the notice is delivered to the US Postal Service.

- 3) **Overnight Delivery Service.** If mailed by an overnight delivery service such as Federal Express or UPS, addressed to the other Party for whom intended at the street delivery address of Martin County as shown in this Paragraph 10.G. or at the street delivery address of Hamm as shown on **Exhibit 5**, and marked for the delivery on the next business day.

Delivery by an overnight delivery service shall be deemed to have been made on the earlier of the date of actual delivery or on the 3rd business day after the notice is delivered to the overnight delivery service. Receipt by the addressee is deemed to have been made on the date of delivery.

- 4) **E-mail.** If given by electronic media addressed to any e-mail address shown in this Contract of the Party for whom intended. Martin County's email addresses for notice are:

Martin County Real Property Manager:
Carla Segura (Real_Property@martin.fl.us)
and
Martin County Attorney:

c/o Sarah Woods (swoods@martin.fl.us)

The email addresses of Hamm and of Hamm's contact person for notice purposes are stated in **Exhibit 5**.

Delivery by electronic media shall be deemed to have been made on the date of delivery of the notice to the email destination as evidenced by an electronic receipt of delivery.

Either Party may change its notice information by giving written notice of such change to the other Party as provided in this Paragraph 10.G. Any notice addressed to, or delivered to, Hamm's contact person named on **Exhibit 5** of this Contract shall be the same as if notice is provided to Hamm.

- H. **Binding Effect.** The terms hereof shall be binding upon and shall inure to the benefit of the Parties hereto and their applicable successors and assigns.
- I. **Paragraph Headings.** The captions in this Contract are inserted for convenience of reference and in no way define, describe or limit the scope or intent of this Contract or any of the provisions hereof.
- J. **Survival and Benefit.** Except as otherwise provided herein, each agreement, representation or warranty made in this Contract by or on behalf of either Party, or in any instruments delivered pursuant hereto or in connection herewith, shall survive the Closing Date and the consummation of the transaction provided for herein. The covenants, agreements and undertakings of each of the Parties hereto are made solely for the benefit of, and may be relied on only by the other Party hereto, its successors and assigns, and are not made for the benefit of, nor may they be relied upon, by any other person whatsoever.
- K. **Construction.** This Contract shall not be construed more strictly against one Party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that both Martin County and Hamm have contributed substantially and materially to the preparation and review of this Contract.
- L. **Attorney's Fees and Costs.** In any claim or controversy arising out of or relating to this Contract, each Party shall bear its own attorney's fees, costs and expenses.
- M. **Closing Agent.** Martin County shall select a title agent, who may be an attorney who represents Martin County in this transaction, to issue the Commitment and final title insurance policy and such title agent shall serve as the escrow agent and as the closing agent. Such title/escrow/closing

agent is referred to in this Contract as the "*Closing Agent*." The Closing Agent shall receive the funds required to be paid under this Contract and other items required to be delivered under this Contract to the Closing Agent, and subject to clearance, disburse them in accordance with the terms of this Contract. Closing Agent will deposit all funds received in a non-interest bearing account. If Closing Agent receives conflicting demands or has a good faith doubt as to Closing Agent's duties or liabilities under this Contract, Closing Agent may:

- 1) hold the subject matter in escrow until the Parties mutually agree to its disbursement or until issuance of a court order determining the Parties' rights regarding the escrow; or
- 2) deposit the subject matter of the escrow with the clerk of court having jurisdiction over the dispute, and upon notifying the Parties of such action, Closing Agent shall be released from all liability except for the duty to account for items previously delivered out of escrow.

If any suit in which Closing Agent is made a Party because of acting as agent hereunder or interpleads the subject matter of the escrow, Closing Agent shall recover reasonable attorney's fees and costs, which fees and costs shall be paid from the escrow funds or equivalent and charged and awarded as court or other costs in favor of the prevailing Party. The Parties agree that Closing Agent shall not be liable to any person for misdelivery to Martin County or Hamm of escrowed items, unless misdelivery is due to Closing Agent's willful breach of this Contract or gross negligence.

- N. **Counterparts.** This Contract may be executed in two or more counterparts, each one of which shall constitute an original.
- O. **Time.** Any time periods provided for herein that end on a Saturday, Sunday or legal holiday shall be extended to 5:00 p.m. on the next business day.

Calendar days shall be used in computing time periods. Any time periods provided for in this Contract which shall end on a Saturday, Sunday, or a national legal holiday (see U.S.C. §6103) shall extend to 5:00 p.m. of the next business day. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays.

Time is of the essence with regard to this Contract except to the extent that either Party shall have a period in which to cure any default as provided in Paragraphs 04.B.2) and 05.B.2).

Any reference in this Contract to a specific time of day shall mean such time according to Eastern Standard Time or Eastern Daylight Saving Time, whichever is then in effect.

- P. **Exhibits.** All exhibits or addenda referred to in this Contract are incorporated into and made a part of this Contract.
- Q. **Conditional Approval By Martin County Administrator; Acceptance By Hamm Submission to BOCC For Final Approval.**
- 1) This Contract shall first be conditionally executed by the Martin County Administrator, an Assistant Martin County Administrator, or any other authorized person on behalf of Martin County. The condition shall be the acceptance by Hamm and subsequent approval by the Board of County Commissioners of Martin County, FL, referred to in this Contract as the "*BOCC.*" This Contract as conditionally signed by Martin County or as conditionally signed by Martin County and Hamm, is referred to in this Contract as the "*Conditional Contract.*"
 - 2) Hamm shall have 10 days after the date of delivery of the Conditional Contract to Hamm in which to accept, execute and deliver the original of the Conditional Contract to the Martin County Real Property Manager or to any attorney staff member of the office of the Martin County Attorney, both located at 2401 SE Monterey Road, Stuart, FL 34996. If not delivered by Hamm to Martin County within such time period, Martin County may at any time thereafter revoke the offer.
 - 3) As soon as administratively possible after receipt of the Conditional Contract signed by Hamm, the Conditional Contract shall be submitted to the BOCC for consideration and for approval or rejection.
- R. **Effective Date of This Contract.** The "*Effective Date*" of this Contract shall be the date on which the BOCC approves the Conditional Contract. If the BOCC rejects the Conditional Contract, then the Conditional Contract shall thereupon be terminated and the provisions of Paragraph 10.W. shall apply.
- S. **Risk of Loss.** Not applicable - vacant land.
- U. **Force Majeure.** Neither Party shall be required to perform any obligation under this Contract or be responsible to the other for damages if the performance is delayed, caused or prevented by force majeure. If force majeure becomes applicable then any affected times provided in the Contract shall be extended until the event causing the force majeure has ended.
- V. **Contract Not Recordable.** This Contract shall not be recorded in the Official Records of any County.

- W. Termination of The Conditional Contract or of This Contract.** If the Conditional Contract or if this Contract is terminated for any reason, then:
- 1) Each Party shall:
 - a) repair or replace any damage caused by the Party in connection with the activities listed in Paragraph 06.C., and
 - b) return to the other Party the items provided by the other Party pursuant to Paragraph 06.A.;
 - 2) Martin County and Hamm shall have no further obligations to each other under the Conditional Contract or under this Contract;
 - 3) all rights of the Parties under the Conditional Contract and under this Contract shall be terminated; and
 - 4) this Contract and the Conditional Contract shall be of no further force and effect.
- X. Operation of Property and of Exchange Lots During Contract Period.** Hamm shall continue to operate and maintain the Property in the manner operated and maintained prior to this Contract and will take no action that would adversely impact the Property.
- Martin County shall continue to operate and maintain the Exchange Lots in the manner operated and maintained prior to this Contract and will take no action that would adversely impact the Exchange Lots.
- Y. Execution and Delivery. Handwritten items. Unenforceable Portions of This Contract.** Signatures, initials, documents referenced in this Contract, counterparts and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective.
- Z. Joinder Individually Is Without Warranties.** Edward H. Hamm, individually, joins in this Contract to show his agreement to join in the deed of conveyance in his individual capacity. His joinder in this Contract shall not create any personal obligation, warranty or requirement beyond the requirement to join in the execution of the deed in his individual capacity. His joinder in the deed in his individual capacity shall be without warranties of title.

IN WITNESS WHEREOF, the Parties have executed this Contract on the dates stated below.

Hamm:

Edward H. Hamm
Edward H. Hamm, individually and as Trustee
October 12, 2017

Martin County: Martin County, a political subdivision of the State of Florida

**CONDITIONAL APPROVAL BY COUNTY ADMINISTRATOR OR OTHER
AUTHORIZED PERSON**

Martin County

Taryn Kryzda
By: Taryn Kryzda, County Administrator
10/19, 2017

Approved As To Form and Legal Sufficiency for County Administrator
Approval:

By: Sarah Woods
Sarah Woods, County Attorney

BOCC APPROVAL:

Martin County Board of County Commissioners

By: _____
Doug Smith, Chair

Date Signed by Chair: _____

Date Approved by BOCC: _____

Approved As To Form and Legal Sufficiency or BOCC Approval:

By: _____
Sarah Woods, County Attorney

Attest:

Carolyn Timmann, Clerk of the Circuit Court and County Comptroller

Exhibit 1
Paragraph 01.

Legal Description of the Property

A parcel of land lying in Fractional Section 27, Township 39 South, Range 42 East, Martin County, Florida, being more particularly described as follows:

Begin at the Southwest corner of Government Lot 1, Fractional Section 26, Township 39 South, Range 42 East;

thence South 00°00'49" East, along the East line of Section 27, a distance of 330.96 feet;

thence South 55°58'37" West, a distance of 618.75 feet;

thence South 89°47'17" West, a distance of 202.63 feet to the beginning of a curve, concave to the Northeast, having a radius of 231.53 feet;

thence along the arc of said curve, through a central angle of 45°00'00", an arc distance of 181.84 feet to a point of tangency;

thence North 45°12'43" West, a distance of 197.32 feet, to the beginning of a curve concave to the Southwest, having a radius of 231.53 feet;

thence along the arc of said curve, through a central angle of 45°00'00", an arc distance of 181.84 feet to the point of tangency;

thence South 89°47'17" West, a distance of 157.03 feet to a point on a line lying 400.00 feet Southeasterly of and parallel to the South line of the Gomez Grant;

thence South 66°05'38" West, along said line lying 400.00 feet Southeasterly of and parallel to the South line of said Gomez Grant, a distance of 440.23 feet, to a point in the Northeasterly line of those lands described in Official Records Book 1510, Page 933, Public Records of Martin County, Florida;

thence along the Northeasterly line of those lands described in said Official Records Book 1510, Page 933, the following three courses:

North 56°23'23" West, a distance of 35.17 feet;

thence South 33°36'37" West, a distance of 50.00 feet;

thence North 56°23'23" West, a distance of 120.00 feet;

thence South 33°36'37" West, along the Northwesterly line of those lands described in said Official Records Book 1510, Page 933, a distance of 100.00 feet to the Northeasterly right of way of U.S. Highway No. 1 (being 200.00 feet in width, as shown on the State of Florida, State Road Department, R/W Map Proj. 640-B, Road No. (4) 5, Palm Beach now Martin County, dated 5-25-1938);

thence North 56°23'23" West, along said Northeasterly right-of-way line, a distance of 414.52 feet to the South line of the Gomez Grant;

thence North 66°05'38" East, along the South line of the Gomez Grant, a distance of 1075.15 feet to the West line of Government Lot 1, said Section 27;

thence South 00°00'07" East, along the West line of Government Lot 1 of Section 27, a distance of 47.44 feet to the South line of the westerly prolongation of the south line of Government Lot 1 of Section 26;

thence North 89°47'28" East, along said South line of westerly prolongation of Government Lot 1 of Section 26, a distance of 258.00 feet to a line lying 258.00 feet Easterly of said West line of Government Lot 1 of Section 27;

thence North 00°00'07" West, along a line lying 258.00 feet Easterly of and parallel to the West line of said Government Lot 1, of Section 27, a distance of 20.09 feet to a point on a line lying 128.70 feet Southeasterly of and parallel to the South line of said Gomez Grant;

thence North 66°05'38" East, along the said line lying 128.70 feet Southeasterly of and Parallel to the South line of said Gomez Grant, a distance of 782.94 feet, to the Southwesterly corner of Lot 2 of the Unrecorded Subdivision of "Saturn Avenue Addition";

thence South 23°54'22" East, along the Southerly Extension of the Westerly line of said Lot 2, a distance of 112.46 feet;

thence South 34°41'40" East, a distance of 281.19 feet to a point in the westerly prolongation of the south line of Government Lot 1, of Section 26;

thence North 89°47'28" East, along said westerly prolongation of the South line, a distance of 138.02 feet to the east line of said Government Lot 1, Section 27 and the Southwest corner of Government Lot 1, Section 26 and the POINT OF BEGINNING.

LESS AND EXCEPT:

Those lands described as Parcel 2, recorded in Official Records Book 1510, Page 933, Public Records of Martin County, Florida, described as:

Commence at the intersection of the Northerly line of said Government Lots 1 and 2 (Government Lot 2, section 27), with the said Northeasterly Right-of-way line of U.S. Highway No. 1;

thence run North 66°01'00" East, along said Northerly line (also being the Southerly line of the Gomez Grant), for a distance of 742.72 feet;

thence run South 59°33'35" East, for a distance of 90.91 feet, to the point of beginning of the following described parcel of land:

thence continue South 59°33'35" East, for a distance of 75 feet;

thence run North 30°26'25" East, for a distance of 30 feet;

thence run North 59°33'35" West, for a distance of 75 feet;

thence run South 30°26'25" West, for a distance of 30 feet; to the point of beginning.

ALSO LESS AND EXCEPT:

Those lands described in Official Records Book 1980, Page 2487, Public Records of Martin County, Florida, described as:

A portion of Government Lot 2, Section 27, Township 39 South, Range 42 East, Martin County Florida,

Commence at the intersection of the northerly line of said Government Lot 2, with the Northeasterly Right-of-way line of U.S. Highway No. 1, (State Road No. 5), as shown on that certain State Road Department Right of Way Map, Project No. 640-B, Section No. 89010-2102, Sheet 3 of 5 Sheets;

Thence run N 66°01'00" E, along said Northerly line, (also being the Southerly line of the Gomez Grant) for a distance of 742.72 feet, to the Point of Beginning of the following described parcel of land;

Thence continue N 66°01'00" E, along the last described course, for a distance of 30.74 feet;

thence run S 59°33'35" E, for a distance of 73.03 feet;

thence run S 30°26'25" W, along the Northwesterly line of that parcel described in Official Records Book 1510, page 933, for a distance of 25.00 feet, to the most westerly corner of said parcel;

thence run N 59°33'35" W, for a distance of 90.91 feet to the Point of Beginning.

F:\REAL-EST\MARTIN COUNTY\13-110\LEGAL DESCRIPTION-01

The following aspects of the real estate described above are also included as part of the Property:

- A. All of the estate, right, title, interest, property, claim and demand whatsoever of Hamm in and to each and every one of the tenements, hereditaments and appurtenances belonging or appertaining to the real estate described above, and any and all reversionary or remainder interests of Hamm in and to the real estate described above.
- B. All right, title and interest of Hamm, if any, in and to the land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Property described above and to the land lying in all of the bed of any street, road or avenue lying within the real estate described above.
- C. All easements, rights-of-way, gores of land, ways, alleys, and passages and all estates, rights, titles, interests, privileges and liberties of any nature whatsoever, in any way belonging, relating or pertaining to the real estate described above.
- D. All structures which have been constructed on the real estate described above.

Exhibit 2
Paragraph 02.D

The Exchange Lots

01. The following 2 tracts of land and Parcel A conveyed to Martin County by deed recorded in Official Records Book 1151, page 2476, of the public records of Martin County, Florida.

TRACT I:

Commencing at the Northeast corner of School Lot (233 feet North and 33 feet West of the intersection of the line between Lots 1 and 2, Section 26, Township 39 South, Range 42 East, with line between Sections 26 and 27)

Running thence 200 feet West;

Thence 50 feet North;

Thence 200 feet East;

Thence 50 feet South to the place of beginning.

TRACT II:

Commencing at the Northeast corner of Mrs. Titus Hart's Lot (283 feet North and 33 feet West of intersection of the line between Lots 1 and 2, Section 26, Township 39 South, Range 42 East)

Running thence West 200 feet;

Thence North 100 feet;

Thence East 200 feet;

Thence South 100 feet to the place of beginning.

This piece of land lies in Lot 1, Section 27, Township 39 South, Range 42 East.

The above two tracts of land are also described as follows:

A parcel of land in Government Lot 1, Section 27, Township 39 South, Range 42 East, Martin County, Florida, more particularly described as follows:

Beginning at a point in the East line of said Government Lot 1 at a distance of 233 feet Northerly from, measured along said East line, the Southwest corner of Government Lot 1, Section 26, Township 39 South, Range 42 East, Martin County, Florida;

Thence Northerly along the same course a distance of 150 feet;

Thence Westerly at right angles to the preceding course, a distance of 233 feet;

Thence Southerly, at right angles to the preceding course, a distance of 150 feet;

Thence Easterly, at right angles to the preceding course, a distance of 233 feet to the point of beginning.

Less the Easterly 33 feet.

Tracts I & II being a portion of PIN: 27-39-42-002-001-00011.6

PARCEL A:

Commence on the South line of Gomez Grant at its intersection with the extension, in a Northerly direction, of the West line of Government Lot 1, Section 27, Township 39 South, Range 42 East;

Thence run Northeasterly along the South line of Gomez Grant for a distance of 1125.55 feet to the point or place of beginning;

Thence continue running Northeasterly along the South line of Gomez Grant for a distance of 108.9 feet to a point on the Westerly right of way line of Old Dixie Highway;

Thence by deflection angle to the right of 74° 50', run Southeasterly along the said right of way line for a distance of 213 feet to a concrete monument;

Thence by deflection angle to the right of 129° 12', run Westerly for a distance of 181.4 feet to a concrete monument;

Thence by deflection angle of the right of 65° 58', run a distance of 128.7 feet to a point or place of beginning.

Being that Lot lying Easterly of Lot 1, of unrecorded plat entitled "Saturn Avenue Addition", and being a part of Government Lot 1, Section 27, Township 39 South, Range 42 East.

Parcel A being a portion of PIN: 27-39-42-002-001-00012.5

LESS AND EXCEPT THE FOLLOWING FROM TRACTS I AND II AND FROM PARCEL A.:

The Northeasterly 20 feet of said Parcel A and the Northeasterly 38 feet of said Tract I and Tract II along C.R. A-1-A (Old Dixie Highway), f.k.a. S.R. A-1-A, to be designated for public right of way use; also being all that portion 45 feet Southwesterly of the centerline of said C.R. A-1-A as referenced in O.R.B. 55, page 283.

02. The following parcel of land conveyed to Martin County by deed recorded in Official Records Book 2766, page 1774, of the public records of Martin County, Florida.

Lot 472, Block 22 of Olympia Plat No. 1, according to the plat thereof recorded in Plat Book 9, page 68, public records of Palm Beach (now Martin) County, Florida.

PIN: 34-38-42-029-022-04720-3

F:\E\REAL-EST\MARTIN COUNTY\13-110\EXCHANGE LOTS - LEGAL DESCRIPTION 09-27-17A -3- EXHIBIT 2

The following aspects of the real estate described above are also included as part of the Property:

- A. All of the estate, right, title, interest, property, claim and demand whatsoever of Martin County in and to each and every one of the tenements, hereditaments and appurtenances belonging or appertaining to the real estate described above, and any and all reversionary or remainder interests of Martin County in and to the real estate described above.
- B. All easements, gores of land, ways, alleys, and passages and all estates, rights, titles, interests, privileges and liberties of any nature whatsoever, in any way belonging, relating or pertaining to the real estate described above.
- C. All structures which have been constructed on the real estate described above.

**Exhibit 3
Paragraph 01.**

Personal Property

The Purchase Price includes all of the following items of personal property:

As to the Property: No personal property is included except for items provided by Hamm to Martin County pursuant to Paragraph 06.A.

As to the Exchange Lots: No personal property is included except for items provided by Martin County to Hamm pursuant to Paragraph 06.A.

**Exhibit 4
Paragraph 03.D.**

BENEFICIAL INTEREST AND DISCLOSURE AFFIDAVIT

See Attached 5 Pages

Mr. Hamm

Please execute with the appropriate information and mail original form to:

Martin County Board of County Commissioners
Attn: Real Property - Carla Segura
2401 SE Monterey
Stuart, FL 34996

BENEFICIAL INTEREST AND DISCLOSURE AFFIDAVIT

BEFORE ME, the undersigned authority, duly authorized to take acknowledgments and administer oaths, personally appeared the undersigned person, referred to in this Affidavit as "Affiant" on the date set forth below, who, first being duly sworn, deposes and says under penalties of perjury:

01. That the record property owner(s) of the Real Property described in **Addendum A** to this Affidavit is (are) as follows:

Name	Address
Trust of Edward H. Hamm, u/a/d 2/26/1999	408 Saint Peter Street, Ste. 434 Saint Paul, MN 55102-1119

(If more space is needed attach separate sheet)

02. That the following is a list of every "person" (as defined in Section 1.01(3), Florida Statutes) holding 5% or more of the beneficial interest in the Real Property:

Name	Address	Interest
Trust of Edward H. Hamm u/a/d 2/26/1999	408 Saint Peter Street, Ste. 434 Saint Paul, MN 55102-1119	100%

(If more space is needed attach separate sheet)

03. That, to the best of Affiant's knowledge, all persons who have a financial interest in this real estate transaction or who have received or will receive real estate commissions, attorney's fees or consultant fees or any other fees or other benefits incident to the sale of the Real Property are:

Name and Address	Reason for Payment	Amount
Marc R. Gaylord, P.A. 12000 SE Dixie HWY, Hobe Sound, FL 33455	Legal services	TBD
Thomas Johnson & Associates 742 S Colorado Avenue, Stuart, FL 34994	Appraisal services	\$1,920

(If more space is needed attach separate sheet)

Page 2 of Exhibit 4

04. That to the best of Affiant's knowledge, the foregoing is a true history of all financial transactions (including any existing option or purchase agreement in favor of affiant) concerning the Real Property, which have taken place or will take place during the last five years prior to the conveyance of title to Martin County:

Transaction	Names & Addressee of Parties Involved	Date	Type of Transaction	Amount of Transaction
#1	None			

(If more space is needed attach separate sheet)

This affidavit is given in compliance with the provisions of Sections 286.23 and 380.08(2), Florida Statutes.

FURTHER AFFIANT SAYETH NOT.

AFFIANT

Edward H. Hamm, TTE

Edward H. Hamm, as Trustee of the Edward H. Hamm Trust

STATE OF New York
COUNTY OF Suffolk

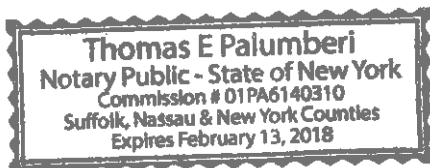
The foregoing instrument was sworn to, affirmed and subscribed before me this 12th day of October 2017, by Edward H. Hamm, who is personally known to me or have produced Florida Driver License as identification.

(Notary Seal)

Notary Public, State of New York

Print Name: Thomas E. Palumberi

My Commission Expires: 02/13/18



**Addendum A to Exhibit 4.
(Beneficial Interest and Disclosure Affidavit)**

Legal Description of the Property

A parcel of land lying in Fractional Section 27, Township 39 South, Range 42 East, Martin County, Florida, being more particularly described as follows:

Begin at the Southwest corner of Government Lot 1, Fractional Section 26, Township 39 South, Range 42 East;

thence South 00°00'49" East, along the East line of Section 27, a distance of 330.96 feet;

thence South 55°58'37" West, a distance of 618.75 feet;

thence South 89°47'17" West, a distance of 202.63 feet to the beginning of a curve, concave to the Northeast, having a radius of 231.53 feet;

thence along the arc of said curve, through a central angle of 45°00'00", an arc distance of 181.84 feet to a point of tangency;

thence North 45°12'43" West, a distance of 197.32 feet, to the beginning of a curve concave to the Southwest, having a radius of 231.53 feet;

thence along the arc of said curve, through a central angle of 45°00'00", an arc distance of 181.84 feet to the point of tangency;

thence South 89°47'17" West, a distance of 157.03 feet to a point on a line lying 400.00 feet Southeasterly of and parallel to the South line of the Gomez Grant;

thence South 66°05'38" West, along said line lying 400.00 feet Southeasterly of and parallel to the South line of said Gomez Grant, a distance of 440.23 feet, to a point in the Northeasterly line of those lands described in Official Records Book 1510, Page 933, Public Records of Martin County, Florida;

thence along the Northeasterly line of those lands described in said Official Records Book 1510, Page 933, the following three courses:

North 56°23'23" West, a distance of 35.17 feet;
thence South 33°36'37" West, a distance of 50.00 feet;
thence North 56°23'23" West, a distance of 120.00 feet;

thence South 33°36'37" West, along the Northwesterly line of those lands described in said Official Records Book 1510, Page 933, a distance of 100.00 feet to the Northeasterly right of way of U.S. Highway No. 1 (being 200.00 feet in width, as shown on the State of Florida, State Road Department, R/W Map Proj. 640-B, Road No. (4) 5, Palm Beach now Martin County, dated 5-25-1938);

thence North 56°23'23" West, along said Northeasterly right-of-way line, a distance of 414.52 feet to the South line of the Gomez Grant;

thence North 66°05'38" East, along the South line of the Gomez Grant, a distance of 1075.15 feet to the West line of Government Lot 1, said Section 27;

thence South 00°00'07" East, along the West line of Government Lot 1 of Section 27, a distance of 47.44 feet to the South line of the westerly prolongation of the south line of Government Lot 1 of Section 26;

thence North 89°47'28" East, along said South line of westerly prolongation of Government Lot 1 of Section 26, a distance of 258.00 feet to a line lying 258.00 feet Easterly of said West line of Government Lot 1 of Section 27;

thence North 00°00'07" West, along a line lying 258.00 feet Easterly of and parallel to the West line of said Government Lot 1, of Section 27, a distance of 20.09 feet to a point on a line lying 128.70 feet Southeasterly of and parallel to the South line of said Gomez Grant;

thence North 66°05'38" East, along the said line lying 128.70 feet Southeasterly of and Parallel to the South line of said Gomez Grant, a distance of 782.94 feet, to the Southwesterly corner of Lot 2 of the Unrecorded Subdivision of "Saturn Avenue Addition";

thence South 23°54'22" East, along the Southerly Extension of the Westerly line of said Lot 2, a distance of 112.46 feet;

thence South 34°41'40" East, a distance of 281.19 feet to a point in the westerly prolongation of the south line of Government Lot 1, of Section 26;

thence North 89°47'28" East, along said westerly prolongation of the South line, a distance of 138.02 feet to the east line of said Government Lot 1, Section 27 and the Southwest corner of Government Lot 1, Section 26 and the POINT OF BEGINNING.

LESS AND EXCEPT:

Those lands described as Parcel 2, recorded in Official Records Book 1510, Page 933, Public Records of Martin County, Florida, described as:

Commence at the intersection of the Northerly line of said Government Lots 1 and 2 (Government Lot 2, section 27), with the said Northeasterly Right-of-way line of U.S. Highway No. 1;

thence run North 66°01'00" East, along said Northerly line (also being the Southerly line of the Gomez Grant), for a distance of 742.72 feet;

thence run South 59°33'35" East, for a distance of 90.91 feet, to the point of beginning of the following described parcel of land:

thence continue South 59°33'35" East, for a distance of 75 feet;

thence run North 30°26'25" East, for a distance of 30 feet;

thence run North 59°33'35" West, for a distance of 75 feet;

thence run South 30°26'25" West, for a distance of 30 feet; to the point of beginning.

Page 5 of Exhibit 4

ALSO LESS AND EXCEPT:

Those lands described in Official Records Book 1980, Page 2487, Public Records of Martin County, Florida, described as:

A portion of Government Lot 2, Section 27, Township 39 South, Range 42 East, Martin County Florida,

Commence at the intersection of the northerly line of said Government Lot 2, with the Northeasterly Right-of-way line of U.S. Highway No. 1, (State Road No. 5), as shown on that certain State Road Department Right of Way Map, Project No. 640-B, Section No. 89010-2102, Sheet 3 of 5 Sheets;

Thence run N 66°01'00" E, along said Northerly line, (also being the Southerly line of the Gomez Grant) for a distance of 742.72 feet, to the Point of Beginning of the following described parcel of land;

Thence continue N 66°01'00" E, along the last described course, for a distance of 30.74 feet;

thence run S 59°33'35" E, for a distance of 73.03 feet;

thence run S 30°26'25" W, along the Northwesterly line of that parcel described in Official Records Book 1510, page 933, for a distance of 25.00 feet, to the most westerly corner of said parcel;

thence run N 59°33'35" W, for a distance of 90.91 feet to the Point of Beginning.

F:\REAL-EST\MARTIN COUNTY\13-110\LEGAL DESCRIPTION-01

The following aspects of the real estate described above are also Included as part of the Property:

- A. All of the estate, right, title, interest, property, claim and demand whatsoever of Hamm in and to each and every one of the tenements, hereditaments and appurtenances belonging or appertaining to the real estate described above, and any and all reversionary or remainder interests of Hamm in and to the real estate described above.
- B. All right, title and interest of Hamm, if any, in and to the land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Property described above and to the land lying in all of the bed of any street, road or avenue lying within the real estate described above.
- C. All easements, rights-of-way, gores of land, ways, alleys, and passages and all estates, rights, titles, interests, privileges and liberties of any nature whatsoever, in any way belonging, relating or pertaining to the real estate described above.
- D. All structures which have been constructed on the real estate described above.

DEP AGREEMENT NO. L1701

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT AGREEMENT
PURSUANT TO LINE ITEM 1701B OF THE FY2017-2018 GENERAL APPROPRIATIONS ACT**

THIS AGREEMENT is entered into pursuant to Section 215.971, Florida Statutes (F.S.) between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000 (hereinafter referred to as the "Department") and MARTIN COUNTY, a political subdivision of the State of Florida, whose address is 2401 SE Monterey Road, Stuart, Florida 34996 (hereinafter referred to as "Grantee"), to provide financial assistance for the Hamm Parcel Land Acquisition, (hereinafter referred to as "Project"), Project Number L1701. Collectively, the Department and the Grantee shall be referred to as "Parties" or individually as a "Party".

In consideration of the mutual benefits to be derived herefrom, the Department and the Grantee hereby agree as follows:

1. TERMS OF AGREEMENT:

The Grantee hereby agrees to perform in accordance with the terms and conditions set forth in this Agreement, more fully described in **Attachment A, Grant Work Plan**, including all attachments and exhibits, which are attached hereto and incorporated by reference. For purposes of this Agreement, the terms "Grantee" and "Recipient" are used interchangeably.

2. PERIOD OF AGREEMENT:

This Agreement shall be effective upon execution by both Parties, and shall remain in effect until December 31, 2018, inclusive. However, all work under this Agreement must be completed no later than October 31, 2018, which shall also be the Project completion date. The Grantee shall be eligible for reimbursement for work performed on the Project on or after July 1, 2017, through the Project completion date of this Agreement. The Grantee may make written request for an extension, fully explaining the reason(s) for the delay and why the extension is necessary. Such a request must be submitted prior to the expiration of this Agreement. This Agreement may be amended to provide for additional work if additional funding is made available by the Legislature.

3. FUNDING/CONSIDERATION/INVOICING:

- A. As consideration for the satisfactory completion of services rendered by the Grantee under the terms of this Agreement, the Department shall pay the Grantee, subject to Section 166.045 F.S. as to purchase price, on a cost-reimbursement basis up to a maximum of \$1,169,265.00. It is understood that any additional funds necessary for the completion of this Project are the responsibility of the Grantee. The Parties understand and agree that this Agreement does not require a match on part of the Grantee.
- B. Prior written approval from the Department's Grant Manager shall be required for changes to this Agreement.
 - i. A Change Order or formal Amendment to this Agreement may be used when task timelines within the current authorized Agreement period change, and/or when the

cumulative transfer of funds between approved budget categories, as defined in **Attachment A**, are less than ten percent (10%) of the total budget as last approved by the Department. All Change Orders are subject to the mutual agreement of both Parties as evidenced in writing.

- ii. A formal Amendment to this Agreement is required for changes that cause any of the following: an increase or decrease in the Agreement funding amount, a change in the Grantee's match requirements, a change in the expiration date of the Agreement, and/or when changes to the cumulative amount of funding transfers between approved budget categories, as defined in **Attachment A**, exceeds or is expected to exceed ten percent (10%) of the total budget as last approved by the Department. All Amendments are subject to the written agreement of both Parties.
- C. The Grantee shall be reimbursed on a cost reimbursement basis for all eligible Project Costs upon the completion, submittal, and approval of each deliverable identified in **Attachment A**, in accordance with the schedule. Reimbursement shall be requested using **Attachment B, Payment Request Summary Form**. To be eligible for reimbursement, costs must comply with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: http://www.myfloridacfo.com/aadir/reference_guide/. All invoices for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit. A final payment request should be submitted to the Department sixty (60) calendar days following to the completion date of the Agreement, to assure the availability of funds for payment. All work performed pursuant to **Attachment A** must be completed on or before the completion date of the Agreement, and/or pursuant to the terms of this Agreement. The subsequent sixty-day (60) period merely allows the Grantee to finalize invoices and backup documentation to support the final payment request.
- D. The State Chief Financial Officer requires detailed supporting documentation of all costs under a cost reimbursement agreement. The Grantee shall comply with the minimum requirements set forth in **Attachment C, Contract Payment Requirements**. The Payment Request Summary Form, **Attachment B**, shall be accompanied by supporting documentation and other requirements as follows for each deliverable.
- i. Contractual (Subcontractors) – Reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from the Grantee. Subcontracts that involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If the Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, the Grantee shall be required to reimburse such funds to the Department within thirty (30) calendar days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

For fixed-price (vendor) subcontracts, the following provisions shall apply:

- a. The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in **Attachment A**. Invoices submitted to the Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (i.e., Invitation to Bid or Request for Proposals) resulting in the fixed-price subcontract.
 - b. The Grantee may request approval from the Department to award a fixed-price subcontract resulting from procurement methods other than those identified herein. In this instance, the Grantee shall request the advance written approval from the Department's Grant Manager of the fixed price negotiated by the Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of the Department Grant Manager's approval of the fixed-price amount, the Grantee may proceed in finalizing the fixed-price subcontract.
 - c. All subcontracts are subject to the provisions of paragraph 12 and any other appropriate provisions of this Agreement that affect subcontracting activities.
- ii. Land Acquisition – Reimbursement for the costs associated with acquiring interest to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: copies of property appraisals, environmental site assessments, surveys, legal descriptions, boundary maps, acreage certification, title search reports, title insurance, closing statements, deeds, leases, easements, license agreements, or other legal instrument documenting acquired property interest and rights.

In addition to the requirements as set forth in paragraph D.i. above, all due diligence products listed above must comply with all applicable industry standards more fully defined in ASTM E1527-13

- E. In addition to the invoicing requirements contained herein, the Department will periodically request proof of a transaction (invoice, payroll register, etc.) to evaluate the appropriateness of costs to the Agreement pursuant to State and Federal guidelines (including cost allocation guidelines), as appropriate. This information, when requested, must be provided within thirty (30) calendar days of such request. The Grantee may also be required to submit a cost allocation plan to the Department in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). State guidelines for allowable costs can be found in the Department of Financial Services' Reference Guide for State Expenditures at http://www.myfloridacfo.com/aadir/reference_guide/.
- F. i. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on

either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, the Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.

- ii. If the Department finds that these funds have been commingled, the Department shall have the right to demand a refund, either in whole or in part, of the funds provided to the Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from the Department shall refund, and shall forthwith pay to the Department, the amount of money demanded by the Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date the original payment is received from the Department by the Grantee to the date repayment is made by the Grantee to the Department.
- iii. If the Grantee recovers costs, incurred under this Agreement and reimbursed by the Department, from another source(s), the Grantee shall reimburse the Department for all recovered funds originally provided under this Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by the Grantee to the date repayment is made to the Department by the Grantee.

4. **ANNUAL APPROPRIATION:**

The State of Florida's performance and obligation to award program grants are contingent upon an annual appropriation by the Legislature. The Parties hereto understand that this Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and payment associated therewith may be rescinded with proper notice at the discretion of the Department if Legislative appropriations are reduced or eliminated.

5. **REPORTS:**

- A. The Grantee shall utilize **Attachment D, Project Status Report**, to describe the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly reports shall be submitted to the Department's Grant Manager no later than twenty (20) calendar days following the completion of the quarterly reporting period. It is hereby understood and agreed by the Parties that the term "quarterly" shall reflect the calendar quarters ending March 31, June 30, September 30 and December 31. The Department's Grant Manager shall have thirty (30) calendar days to review the required reports and deliverables submitted by the Grantee.
- B. The Grantee will identify the expected return on investment for this project and provide this information, to the Governor's Office of Policy and Budget (OPB) within three (3) months of execution of this Agreement. For each full calendar quarter, as defined in paragraph 5.A., above, thereafter until project completion, the Grantee will provide quarterly updates directly to OPB, no later than twenty (20) calendar days after the end of each quarter, documenting the positive return on investment to the state that results from

the Grantee's project and its use of funds provided under this Agreement. Quarterly reports will continue until the Grantee is instructed by OPB that no further reports are needed, or until the end of this Agreement, whichever occurs first. All reports shall be submitted electronically to OPB at env.roi@laspbs.state.fl.us, and a copy shall also be submitted to the Department at legislativeaffairs@dep.state.fl.us.

6. RETAINAGE:

Retainage is not required under this Agreement.

7. INDEMNIFICATION:

Each Party agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract or this Agreement.

8. DEFAULT/TERMINATION/FORCE MAJEURE:

- A. The Department may terminate this Agreement at any time if any warranty or representation made by Grantee in this Agreement or in its application for funding shall be false or misleading in any respect, or in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the Department shall provide thirty (30) calendar days' written notice of its intent to terminate and shall provide the Grantee an opportunity to consult with the Department regarding the reasons for termination.
- B. The Department may terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar days' written notice. If the Department terminates the Agreement for convenience, the Department shall notify the Grantee of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated. If the Agreement is terminated before performance is completed, the Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated.
- C. If a force majeure occurs that causes delays or the reasonable likelihood of delay in the fulfillment of the requirements of this Agreement, the Grantee shall promptly notify the Department orally. Within seven (7) calendar days, the Grantee shall notify the Department in writing of the anticipated length and cause of the delay, the measures taken or to be taken to minimize the delay and the Grantee's intended timetable for implementation of such measures. If the Parties agree that the delay or anticipated delay was caused, or will be caused by a force majeure, the Department may, at its discretion, extend the time for performance under this Agreement for a period of time equal to the delay resulting from the force majeure upon execution of an amendment to this Agreement. Such agreement shall be confirmed by letter from the Department accepting, or if necessary, modifying the extension. A force majeure shall be an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public riot, lightning, fire, flood, explosion, failure to receive timely necessary third-party approvals through no fault of the Grantee, and any other cause that is not reasonably within the control of the Grantee and/or the Department. The Grantee is responsible for the performance of

all services issued under this Agreement. Failure to perform by the Grantee's consultants or subcontractors shall not constitute a force majeure event.

9. REMEDIES/FINANCIAL CONSEQUENCES:

No payment will be made for deliverables deemed unsatisfactory by the Department. If a deliverable is deemed unsatisfactory by the Department, the Grantee shall re-perform the services needed for submittal of a satisfactory deliverable, at no additional cost to the Department, within ten (10) calendar days. If a satisfactory deliverable is not submitted within the specified timeframe, the Department may, in its sole discretion, either: 1) terminate this Agreement for failure to perform, or 2) the Department Grant Manager may, by letter specifying the failure of performance under this Agreement, request that a proposed Corrective Action Plan (CAP) be submitted by the Grantee to the Department. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

- A. A CAP shall be submitted within ten (10) calendar days of the date of the letter request from the Department. The CAP shall be sent to the Department Grant Manager for review and approval. Within ten (10) calendar days of receipt of a CAP, the Department shall notify the Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, the Grantee shall have ten (10) calendar days from receipt of the Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain the Department approval of a CAP as specified above shall result in the Department's termination of this Agreement for cause as authorized in this Agreement.
- B. Upon the Department's notice of acceptance of a proposed CAP, the Grantee shall have ten (10) calendar days to commence implementation of the accepted plan. Acceptance of the proposed CAP by the Department does not relieve the Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, the Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by the Department or steps taken by the Grantee shall preclude the Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to the Department as requested by the Department Grant Manager.
- C. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by the Department may result in termination of the Agreement.

The remedies set forth above are not exclusive and the Department reserves the right to exercise other remedies in addition to or in lieu of those set forth above, as permitted by the Agreement.

10. RECORD KEEPING/AUDIT:

- A. The Grantee shall maintain books, records, and documents directly pertinent to performance under this Agreement in accordance with United States Generally Accepted Accounting Principles (U.S. G.A.A.P.) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following Agreement completion. In the event any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.

- B. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the Department's Inspector General in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its subcontracts issued under this Grant, if any, impose this requirement, in writing, on its subcontractors.
- C. The Grantee agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

11. SPECIAL AUDIT REQUIREMENTS:

- A. In addition to the requirements of the preceding paragraph, the Grantee shall comply with the applicable provisions contained in **Attachment E, Special Audit Requirements**, attached hereto and made a part hereof. **Exhibit 1** to **Attachment E** summarizes the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of **Attachment E**. A revised copy of **Exhibit 1** must be provided to the Grantee for each amendment that authorizes a funding increase or decrease. If the Grantee fails to receive a revised copy of **Exhibit 1**, the Grantee shall notify the Department's Grants Development and Review Manager at (850) 245-2361 to request a copy of the updated information.
- B. The Grantee is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. The Grantee shall consider the type of financial assistance (federal and/or state) identified in **Attachment E, Exhibit 1** when making its determination. For federal financial assistance, the Grantee shall utilize the guidance provided under 2 CFR § 200.330 for determining whether the relationship represents that of a subrecipient or vendor. For state financial assistance, the Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs. Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website:

<https://apps.fldfs.com/fsaa>

The Grantee should confer with its chief financial officer, audit director or contact the Department for assistance with questions pertaining to the applicability of these requirements.

12. SUBCONTRACTS:

- A. The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager, except for certain fixed-price subcontracts pursuant to paragraph 3.D. of this Agreement, that require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department within ten (10) calendar days after execution of the subcontract. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

- B. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.

13. PROHIBITED LOCAL GOVERNMENT CONSTRUCTION PREFERENCES:

- A. Pursuant to Section 255.0991, F.S., for a competitive solicitation for construction services where fifty percent (50%) or more of the cost will be paid from state-appropriated funds that have been appropriated at the time of the competitive solicitation, a state, college, county, municipality, school district, or other political subdivision of the state may not use a local ordinance or regulation that provides a preference based upon:
 - i. The contractor's maintaining an office or place of business within a particular local jurisdiction;
 - ii. The contractor's hiring employees or subcontractors from within a particular local jurisdiction; or
 - iii. The contractor's prior payment of local taxes, assessments, or duties within a particular local jurisdiction.
- B. For any competitive solicitation that meets the criteria in paragraph 15.A., above, a state college, county, municipality, school district, or other political subdivision of the state *shall disclose in the solicitation document* that any applicable local ordinance or regulation does not include any preference that is prohibited by paragraph 15.A.

14. PROHIBITED GOVERNMENTAL ACTIONS FOR PUBLIC WORKS PROJECTS:

Pursuant to Section 255.0992, F.S., state and political subdivisions that contract for public works projects are prohibited from imposing restrictive conditions on certain contractors, subcontractors, or material suppliers and prohibited from restricting qualified bidders from submitting bids.

- A. "Political subdivision" means separate agency or unit of local government created or established by law or ordinance and the officers thereof. The term includes, but is not limited to, a county; a city, town, or other municipality; or a department, commission, authority, school district, taxing district, water management district, board, public corporation, institution of higher education, or other public agency or body thereof authorized to expend public funds for construction, maintenance, repair or improvement of public works.
- B. "Public works project" means an activity of which fifty percent (50%) or more of the cost will be paid from state-appropriated funds that were appropriated at the time of the competitive solicitation and which consists of construction, maintenance, repair, renovation, remodeling or improvement of a building, road, street, sewer, storm drain, water system, site development, irrigation system, reclamation project, gas or electrical distribution system, gas or electrical substation, or other facility, project, or portion thereof that is owned in whole or in part by any political subdivision.

- C. Except as required by federal or state law, the state or political subdivision that contracts for a public works project may not require that a contractor, subcontractor or material supplier or carrier engaged in such project:
- i. Pay employees a predetermined amount of wages or prescribe any wage rate;
 - ii. Provide employees a specified type, amount, or rate of employee benefits;
 - iii. Control, limit, or expand staffing; or
 - iv. Recruit, train, or hire employees from designated, restricted, or single source.
- D. For any competitive solicitation that meets the criteria of this section, the state or political subdivision that contracts for a public works project may not prohibit any contractor, subcontractor, or material supplier or carrier able to perform such work who is qualified, licensed, or certified as required by state law to perform such work from submitting a bid on the public works project, except for those vendors listed under Section 287.133 and Section 287.134, F.S.
- E. Contracts executed under Chapter 337, F.S. are exempt from these prohibitions.

15. LOBBYING PROHIBITION:

In accordance with Section 216.347, F.S., the Grantee is hereby prohibited from using funds provided by this Agreement to lobby the Legislature, the judicial branch, or a state agency. Further, in accordance with Section 11.062, F.S., no state funds, exclusive of salaries, travel expenses, and per diem, appropriated to, or otherwise available for use by, any executive, judicial, or quasi-judicial department shall be used by any state employee or other person for lobbying.

16. COMPLIANCE WITH LAW:

The Grantee shall comply with all applicable federal, state and local rules and regulations in performing under this Agreement. The Grantee acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state, and local health and safety rules and regulations. The Grantee further agrees to include this provision in all subcontracts issued under this Agreement.

17. NOTICE:

All notices and written communication between the Parties shall be sent by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. All notices required by this Agreement shall be delivered to the Parties at the addresses identified under paragraph 17.

18. CONTACTS:

The Department's Grant Manager (which may also be referred to as the Department's Project Manager) at the time of execution for this Agreement is:

Tamika Bass or Successor	
Community Assistance Consultant	
Florida Department of Environmental Protection	
Office of Operations	
Land and Recreation Grants Section	
3900 Commonwealth Boulevard, MS# 585	
Tallahassee, Florida 32399	
Telephone No.:	850-245-2501
Fax No.:	N/A
E-mail Address:	Tamika.Bass@dep.state.fl.us

The Grantee's Grant Manager at the time of execution for this Agreement is:

Carla T. Segura, FRP	
Real Property Manager, Engineering Department	
Martin County Board of County Commissioners	
2401 SE Monterey Road	
Stuart, FL 34996	
Telephone No.:	772-221-2354
Fax No.:	N/A
E-mail Address:	Csegura@martin.fl.us

In the event the Department's or the Grantee's Grant Manager changes, written notice by electronic mail with acknowledgement by the other Party is acceptable. Any subsequent Change Order or Amendment pursuant to paragraph 3.B. should include the updated Grant Manager information.

19. INSURANCE:

- A. Providing and maintaining adequate insurance coverage is a material obligation of the Grantee. This insurance must provide coverage for all claims that may arise from the performance of the work specified under this Agreement, whether such work is performed by the Grantee, any sub-grantee, or Grantee's contractors. Such insurance shall include the State of Florida and the Department as additional insureds for the entire length of the Agreement.
- B. Coverage may be by private insurance or self-insurance. The Grantee shall provide documentation of all required coverage to the Department's Grant Manager *prior to* performance of any work pursuant to this Agreement. All commercial insurance policies must be with insurers licensed or eligible to do business in the State of Florida. The Grantee's current certificate of insurance shall contain a provision that the insurance will not be canceled for any reason except after thirty (30) calendar days' written notice (with the exception of non-payment of premium, which requires a 10-calendar-day notice) to the Department's Grant Manager. If the Grantee is self-insured for any category of insurance, then the Grantee shall provide documentation that warrants and represents that it is self-insured for said insurance, appropriate and allowable under Florida law, and that such

self-insurance offers protection applicable to the Grantee's officers, employees, servants, and agents while acting within the scope of their employment with the Grantee for the entire length of the Agreement.

C. During the life of this Agreement, the Grantee shall secure and maintain insurance coverages as specified below. In addition, the Grantee shall include these requirements in any sub-grant or subcontract issued for the performance of the work specified under this Agreement, unless such sub-grant or subcontractor employees are covered by the protection afforded by the Grantee.

i. Workers' compensation insurance is required for all employees connected with the work of this project. Any self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Agreement is not protected under workers' compensation statutes, the Grantee shall provide proof of adequate insurance satisfactory to the Department, for the protection of its employees not otherwise protected.

ii. Commercial general liability insurance is required, including bodily injury and property damage. The minimum limits of liability shall be \$200,000 for each individual's claim and \$300,000 for each occurrence.

iii. Commercial automobile liability insurance is required for all claims that may arise from the services or operations under this Agreement, whether such services and/or operations are by the Grantee or any of its contractors. The minimum limits of liability shall be as follows:

\$300,000	Automobile liability combined single limit for company-owned vehicles, if applicable
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\$300,000	Hired and non-owned automobile liability coverage
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iv. Other insurance may be required if any work proceeds over or adjacent to water, including but not limited to Jones Act, Longshoreman's and Harbormaster's, or the inclusion of any applicable rider to worker's compensation insurance, and any necessary watercraft insurance, with limits of not less than \$300,000 each. Questions concerning required coverage should be directed to the U.S. Department of Labor (<http://www.dol.gov/owcp/dlhwc/lscntac.htm>) or to the parties' insurance carrier.

20. **CONFLICT OF INTEREST:**

The Grantee covenants that it presently has no interest and shall not acquire any interest that would conflict in any manner or degree with the performance of services required.

21. **EQUIPMENT:**

Reimbursement for direct or indirect equipment purchases is not authorized under the terms and conditions of this Agreement.

22. UNAUTHORIZED EMPLOYMENT:

The employment of unauthorized aliens by any Grantee or subcontractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Grantee or subcontractor knowingly employs unauthorized aliens, such violation is cause for unilateral cancellation of this Agreement. The Grantee is responsible for including this provision in all subcontracts with private organizations issued under this Agreement.

23. DISCRIMINATION:

- A. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to, discrimination in performance of this Agreement.
- B. An entity or affiliate who has been placed on the discriminatory vendor list pursuant to Section 287.134, F.S., may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

24. LAND ACQUISITION:

- A. The Grantee is authorized to purchase the land described in Attachment A as outlined in Section 125.355, F.S.
- B. Pursuant to Subsection 125.355(1)(a), F.S., every appraisal, offer, or counteroffer must be in writing and are not available for public disclosure or inspection and are exempt from the provisions of Section 119.07(1), F.S. until an option contract is executed or, if no option contract is executed, until thirty (30) days before a contract or agreement for purchase is considered for approval by the governing body of the Grantee. If a contract or agreement for purchase is not submitted to the Grantee for approval, the exemption will expire thirty (30) days after the termination of negotiations. Purchase of the parcel as more fully described in Attachment A must be approved by the governing body of the Grantee at a public meeting after 30 days' public notice.
- C. Grantee shall obtain at least one appraisal by an appraiser approved pursuant to Section 253.025, F.S. for each purchase in an amount of not more than \$500,000. For each purchase in an amount in excess of \$500,000, the grantee shall obtain at least two appraisals by appraisers approved pursuant to Section 253.025, F.S. If the agreed purchase price exceeds the average appraised price of the two appraisals, the governing body of the grantee is required to approve by purchase by an extraordinary vote.

The Grantee is authorized to purchase the land described in **Attachment A**. All land acquired under this Agreement shall be used in perpetuity for the purposes described herein, and more specifically described in Attachment A. The Property shall be utilized for the conservation, restoration, protection and enhancement of natural resources, flood attenuation, pollutant removal, and for compatible public outdoor recreation, along with other related uses necessary for the accomplishment of such uses (the "Property").

The Grantee shall initiate an amendment to the future land use designation assigned to the Property to a category dedicated to open space, conservation or outdoor recreation uses, as appropriate.

Each parcel of the Property to which the Grantee acquires an interest pursuant to this Agreement shall be subject to a Declaration of Restrictive Covenants ("DRC"), to be recorded by the Grantee in the official records of Martin County, Florida at Grantee's expense prior to reimbursement. The DRC shall run with the interests and/or rights to the Property in perpetuity and shall be binding upon Grantee and all successive owners (and all parties claiming by, through and under the owners) of the Property. The DRC shall describe all parcels included in the Property and shall contain such covenants and restrictions as are, at a minimum, sufficient to ensure that the use of the Property at all times remains suitable for the Purposes. Specifically, the DRC shall contain the following language: "The Property shall be utilized for the conservation, restoration, protection and enhancement of natural resources, flood attenuation, pollutant removal, and for compatible public outdoor recreation, along with other related uses necessary for the accomplishment of such uses (the "Property"). The Grantee shall initiate an amendment to the future land use designation assigned to the Property to a category dedicated to open space, conservation or outdoor recreation uses, as appropriate. If the Property ceases to be used for the Purposes, then the State of Florida Board of Trustees of the Internal Improvement Trust Fund ("Trustees") shall have the right to re-enter the Property and, upon exercise of such re-entry, all right, title, and interest of the Grantee, its agents, heirs, and assigns, in the real property described herein shall cease and revert immediately to the Trustees.

25. PHYSICAL ACCESS AND INSPECTION:

As applicable, Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, including by any of the following methods:

- A. Grantee shall provide access to any location or facility where Grantee is performing work, or storing or staging equipment, materials, or documents;
- B. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and
- C. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

26. PUBLIC RECORDS ACCESS:

- D. Grantee shall comply with Florida Public Records law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in Section 119.011(12), F.S. Grantee shall keep and maintain public records required by the Department to perform the services under this Agreement.
- E. This Agreement may be unilaterally canceled by the Department for refusal by the Grantee to either provide to the Department upon request, or to allow inspection and copying of all public records made or received by the Grantee in conjunction with this Agreement and subject to disclosure under Chapter 119, F.S., and Section 24(a), Article I, Florida Constitution.

- F. If Grantee meets the definition of “Contractor” found in Section 119.0701(1)(a), F.S.; [i.e., an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency], then the following requirements apply:
- i. Pursuant to Section 119.0701, F.S., a request to inspect or copy public records relating to this Agreement for services must be made directly to the Department. If the Department does not possess the requested records, the Department shall immediately notify the Grantee of the request, and the Grantee must provide the records to the Department or allow the records to be inspected or copied within a reasonable time. If Grantee fails to provide the public records to the Department within a reasonable time, the Grantee may be subject to penalties under s. 119.10, F.S.
 - ii. Upon request from the Department’s custodian of public records, Grantee shall provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - iii. Grantee shall identify and ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Grantee does not transfer the records to the Department.
 - iv. Upon completion of the Agreement, Grantee shall transfer, at no cost to Department, all public records in possession of Grantee or keep and maintain public records required by the Department to perform the services under this Agreement. If the Grantee transfers all public records to the Department upon completion of the Agreement, the Grantee shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Grantee keeps and maintains public records upon completion of the Agreement, the Grantee shall meet all applicable requirements for retaining public records. All records that are stored electronically must be provided to Department, upon request from the Department’s custodian of public records, in a format that is accessible by and compatible with the information technology systems of Department.

D. IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS by telephone at (850) 245-2118, by email at ombudsman@dep.state.fl.us, or at the mailing address below:

**Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Blvd, Mail Slot 49
Tallahassee, FL 32399**

27. SCRUTINIZED COMPANIES:

Grantee certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, Grantee agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement for cause if the Grantee, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Grantee, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

28. EXECUTION IN COUNTERPARTS.

This Agreement, and any Amendments or Change Orders hereto, may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. If any signature is delivered by facsimile transmission or by e-mail delivery of a .pdf format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or .pdf signature page were an original thereof.

29. SEVERABILITY CLAUSE:

This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

30. ENTIRE AGREEMENT:

This Agreement represents the entire agreement of the Parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the Parties hereto, and attached to the original of this Agreement, unless otherwise provided herein.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed, the day and year last written below.

STATE OF FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

Approved as to form and legality:

By: _____
Secretary or designee

DEP Attorney

Print Name and Title

Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

CAROLYN TIMMANN, CLERK OF THE
CIRCUIT COURT AND COMPTROLLER

DOUG SMITH, CHAIRMAN

APPROVED AS TO FORM & LEGAL SUFFICIENCY:

DATE

SARAH W. WOODS, COUNTY ATTORNEY

FEID No.: 59-6000743

For Agreements with governmental boards/commissions: If someone other than the Chairman signs this Agreement, a resolution, statement or other document authorizing that person to sign the Agreement on behalf of the Grantee must accompany the Agreement.

List of attachments/exhibits included as part of this Agreement:

Specify Type	Letter/ Number	Description
<u>Attachment</u>	<u>A</u>	<u>Project Work Plan (2 Pages)</u>
<u>Attachment</u>	<u>B</u>	<u>Payment Request Summary Form (2 Pages)</u>
<u>Attachment</u>	<u>C</u>	<u>Contract Payment Requirements (1 Page)</u>
<u>Attachment</u>	<u>D</u>	<u>Project Status Report Form (2 Pages)</u>
<u>Attachment</u>	<u>E</u>	<u>Special Audit Requirements (5 Pages)</u>

ATTACHMENT A GRANT WORK PLAN

PROJECT TITLE: East Ridge Reserve – Hamm Parcel Land Acquisition

PROJECT LOCATION: The Project is located within Section 27, Township 39 South, Range 42 East, in Hobe Sound, of Southeast Martin County, Florida. More specifically, the site is located east of SE Federal Highway between SE Federal Highway and SE Dixie Highway just west of the Indian River Lagoon and South of SE Bridge Road. Please refer to Attachment No. 1: Location Map.

PROJECT BACKGROUND: Hamm Parcel has been included in Martin County's Land Acquisition Selection Committee's Priority List since 2008. The acquisition of the parcel will preserve biologically important scrub habitat, which is currently an imperiled species. Funds were appropriated for the acquisition of the parcel pursuant to Line Item Appropriation 1701B of the 2017-2018 General Appropriations Act.

PROJECT DESCRIPTION: Hamm Parcel is approximately 45.55 acres and 27.27 acres is comprised of sand pine scrub, a globally imperiled habitat. The 27.27 acres of the site hosts numerous species of special concern that add to its biodiversity, including Gopher Tortoise, Indigo Snake, Florida Scrub Jay, Lichens, Tillandsia Air Plants, Florida Rosemary, scrub mint, and federally protected Four-Petal Pawpaw. This parcel is contiguous to other preserve areas owned and maintained by the US Fish and Wildlife Service Hobe Sound National Wildlife Refuge, and is in close proximity to the regionally significant Jonathan Dickinson State Park and Atlantic Ridge ecosystem.

TASK AND DELIVERABLES:

Task #1: Land Purchase

Task Description: The Martin County Board of County Commissioners is acquiring approximately 27.27 acres of the 45.55 acre "Hamm Parcel" property with partial funding in the amount of \$1,169,265 appropriated by the Legislature plus acquisition related costs. The title to 27.27 acres will be held by Martin County as fee simple. The Grantee will pursue property appraisals, title exam/insurance, an environmental site assessment, property survey, boundary map and acreage certification, and closing and receipt of deed. Note that the Grant Agreement includes specific requirements under the paragraph 23 from the Agreement, "Land Acquisition."

Deliverables: Purchase of the Hamm Parcel Property as evidenced by copies of the appraisals, the closing statement or all closing documents, title exam/insurance, environmental site assessment results, property survey, boundary map, acreage certification, and deed.

Performance Standard: The Department's Grant Manager will review the deliverables to ensure that they meet the specifications in the Grant Work Plan and this task description.

Payment Request Schedule: Grantee may submit a payment request for cost reimbursement upon completion of the task and Department approval and written acceptance of all associated task deliverables.

PROJECT TIMELINE: The tasks must be completed by the corresponding task end date and all deliverables must be received by the designated due date.

Task/ Deliverable No.	Task or Deliverable Title	Task Start Date	Task End Date	Deliverable Due Date/ Frequency
1	Land Acquisition	7/1/2017	12/31/18	10/31/18

BUDGET DETAIL BY TASK:

Task No.	Budget Category	Budget Amount
1	Land Acquisition	\$ 1,169,265
Total for Task:		\$ 1,169,265

PROJECT BUDGET SUMMARY: Cost reimbursable grant funding must not exceed the category totals for the project as indicated below.

Category Totals	Grant Funding, Not to Exceed, \$
Land Total	\$ 1,169,265
Total:	\$ 1,169,265



Florida Department of Environmental Protection

ATTACHMENT C CONTRACT PAYMENT REQUIREMENTS

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation must be provided for each amount for which reimbursement is being claimed indicating that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved contract budget should be reimbursed.

Listed below are examples of the types of documentation representing the minimum requirements:

- (1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.
- (2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.
- (3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.
- (4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.
- (5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.
- (6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address: http://www.fldfs.com/aadir/reference_guide.htm

ATTACHMENT E

SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the contract/agreement*) to the recipient (*which may be referred to as the "Contractor", Grantee" or other name in the contract/agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised, 2 CFR Part 200, Subpart F, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised (for fiscal year start dates prior to December 26, 2014), or as defined in 2 CFR §200.330 (for fiscal year start dates after December 26, 2014).

1. In the event that the recipient expends \$500,000 (\$750,000 for fiscal year start dates after December 26, 2014) or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F.
3. If the recipient expends less than \$500,000 (or \$750,000, as applicable) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, is not required. In the event that the recipient expends less than \$500,000 (or \$750,000, as applicable) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at www.cfda.gov

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates state financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised, and 2 CFR §200.501(a) (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, and 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised, and 2 CFR §200.512.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, and any management letters issued by the auditor, to the Department of Environmental Protection at one the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, as revised and 2 CFR Part 200, Subpart F, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of **5** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **3** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

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EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Grants and Aids to Local Governments and Nonstate Entities – Fixed Capital Outlay Grants and Aids – Martin County – East Ridge Reserve – Hamm Parcel Land Acquisition	2017-18	37.085	<i>Grants and Aids to Local Governments and Nonstate Entities – Fixed Capital Outlay Local Parks</i>	\$1,169,265.00	140706

Total Award	\$1,169,265.00	
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For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [www.cfda.gov] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.

DEP AGREEMENT NO. L1701

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT AGREEMENT
PURSUANT TO LINE ITEM 1701B OF THE FY2017-2018 GENERAL APPROPRIATIONS ACT**

THIS AGREEMENT is entered into pursuant to Section 215.971, Florida Statutes (F.S.) between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000 (hereinafter referred to as the "Department") and MARTIN COUNTY, a political subdivision of the State of Florida, whose address is 2401 SE Monterey Road, Stuart, Florida 34996 (hereinafter referred to as "Grantee"), to provide financial assistance for the Hamm Parcel Land Acquisition, (hereinafter referred to as "Project"), Project Number L1701. Collectively, the Department and the Grantee shall be referred to as "Parties" or individually as a "Party".

In consideration of the mutual benefits to be derived herefrom, the Department and the Grantee hereby agree as follows:

1. TERMS OF AGREEMENT:

The Grantee hereby agrees to perform in accordance with the terms and conditions set forth in this Agreement, more fully described in **Attachment A, Grant Work Plan**, including all attachments and exhibits, which are attached hereto and incorporated by reference. For purposes of this Agreement, the terms "Grantee" and "Recipient" are used interchangeably.

2. PERIOD OF AGREEMENT:

This Agreement shall be effective upon execution by both Parties, and shall remain in effect until December 31, 2018, inclusive. However, all work under this Agreement must be completed no later than October 31, 2018, which shall also be the Project completion date. The Grantee shall be eligible for reimbursement for work performed on the Project on or after July 1, 2017, through the Project completion date of this Agreement. The Grantee may make written request for an extension, fully explaining the reason(s) for the delay and why the extension is necessary. Such a request must be submitted prior to the expiration of this Agreement. This Agreement may be amended to provide for additional work if additional funding is made available by the Legislature.

3. FUNDING/CONSIDERATION/INVOICING:

- A. As consideration for the satisfactory completion of services rendered by the Grantee under the terms of this Agreement, the Department shall pay the Grantee, subject to Section 166.045 F.S. as to purchase price, on a cost-reimbursement basis up to a maximum of \$1,169,265.00. It is understood that any additional funds necessary for the completion of this Project are the responsibility of the Grantee. The Parties understand and agree that this Agreement does not require a match on part of the Grantee.
- B. Prior written approval from the Department's Grant Manager shall be required for changes to this Agreement.
 - i. A Change Order or formal Amendment to this Agreement may be used when task timelines within the current authorized Agreement period change, and/or when the

cumulative transfer of funds between approved budget categories, as defined in **Attachment A**, are less than ten percent (10%) of the total budget as last approved by the Department. All Change Orders are subject to the mutual agreement of both Parties as evidenced in writing.

- ii. A formal Amendment to this Agreement is required for changes that cause any of the following: an increase or decrease in the Agreement funding amount, a change in the Grantee's match requirements, a change in the expiration date of the Agreement, and/or when changes to the cumulative amount of funding transfers between approved budget categories, as defined in **Attachment A**, exceeds or is expected to exceed ten percent (10%) of the total budget as last approved by the Department. All Amendments are subject to the written agreement of both Parties.
- C. The Grantee shall be reimbursed on a cost reimbursement basis for all eligible Project Costs upon the completion, submittal, and approval of each deliverable identified in **Attachment A**, in accordance with the schedule. Reimbursement shall be requested using **Attachment B, Payment Request Summary Form**. To be eligible for reimbursement, costs must comply with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: http://www.myfloridacfo.com/aadir/reference_guide/. All invoices for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit. A final payment request should be submitted to the Department sixty (60) calendar days following to the completion date of the Agreement, to assure the availability of funds for payment. All work performed pursuant to **Attachment A** must be completed on or before the completion date of the Agreement, and/or pursuant to the terms of this Agreement. The subsequent sixty-day (60) period merely allows the Grantee to finalize invoices and backup documentation to support the final payment request.
- D. The State Chief Financial Officer requires detailed supporting documentation of all costs under a cost reimbursement agreement. The Grantee shall comply with the minimum requirements set forth in **Attachment C, Contract Payment Requirements**. The Payment Request Summary Form, **Attachment B**, shall be accompanied by supporting documentation and other requirements as follows for each deliverable.
- i. Contractual (Subcontractors) – Reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from the Grantee. Subcontracts that involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If the Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, the Grantee shall be required to reimburse such funds to the Department within thirty (30) calendar days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

For fixed-price (vendor) subcontracts, the following provisions shall apply:

- a. The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in **Attachment A**. Invoices submitted to the Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (i.e., Invitation to Bid or Request for Proposals) resulting in the fixed-price subcontract.
 - b. The Grantee may request approval from the Department to award a fixed-price subcontract resulting from procurement methods other than those identified herein. In this instance, the Grantee shall request the advance written approval from the Department's Grant Manager of the fixed price negotiated by the Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of the Department Grant Manager's approval of the fixed-price amount, the Grantee may proceed in finalizing the fixed-price subcontract.
 - c. All subcontracts are subject to the provisions of paragraph 12 and any other appropriate provisions of this Agreement that affect subcontracting activities.
- ii. Land Acquisition – Reimbursement for the costs associated with acquiring interest to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: copies of property appraisals, environmental site assessments, surveys, legal descriptions, boundary maps, acreage certification, title search reports, title insurance, closing statements, deeds, leases, easements, license agreements, or other legal instrument documenting acquired property interest and rights.

In addition to the requirements as set forth in paragraph D.i. above, all due diligence products listed above must comply with all applicable industry standards more fully defined in ASTM E1527-13

- E. In addition to the invoicing requirements contained herein, the Department will periodically request proof of a transaction (invoice, payroll register, etc.) to evaluate the appropriateness of costs to the Agreement pursuant to State and Federal guidelines (including cost allocation guidelines), as appropriate. This information, when requested, must be provided within thirty (30) calendar days of such request. The Grantee may also be required to submit a cost allocation plan to the Department in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). State guidelines for allowable costs can be found in the Department of Financial Services' Reference Guide for State Expenditures at http://www.myfloridacfo.com/aadir/reference_guide/.
- F. i. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on

either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, the Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.

- ii. If the Department finds that these funds have been commingled, the Department shall have the right to demand a refund, either in whole or in part, of the funds provided to the Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from the Department shall refund, and shall forthwith pay to the Department, the amount of money demanded by the Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date the original payment is received from the Department by the Grantee to the date repayment is made by the Grantee to the Department.
- iii. If the Grantee recovers costs, incurred under this Agreement and reimbursed by the Department, from another source(s), the Grantee shall reimburse the Department for all recovered funds originally provided under this Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by the Grantee to the date repayment is made to the Department by the Grantee.

4. ANNUAL APPROPRIATION:

The State of Florida's performance and obligation to award program grants are contingent upon an annual appropriation by the Legislature. The Parties hereto understand that this Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and payment associated therewith may be rescinded with proper notice at the discretion of the Department if Legislative appropriations are reduced or eliminated.

5. REPORTS:

- A. The Grantee shall utilize **Attachment D, Project Status Report**, to describe the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly reports shall be submitted to the Department's Grant Manager no later than twenty (20) calendar days following the completion of the quarterly reporting period. It is hereby understood and agreed by the Parties that the term "quarterly" shall reflect the calendar quarters ending March 31, June 30, September 30 and December 31. The Department's Grant Manager shall have thirty (30) calendar days to review the required reports and deliverables submitted by the Grantee.
- B. The Grantee will identify the expected return on investment for this project and provide this information, to the Governor's Office of Policy and Budget (OPB) within three (3) months of execution of this Agreement. For each full calendar quarter, as defined in paragraph 5.A., above, thereafter until project completion, the Grantee will provide quarterly updates directly to OPB, no later than twenty (20) calendar days after the end of each quarter, documenting the positive return on investment to the state that results from

the Grantee's project and its use of funds provided under this Agreement. Quarterly reports will continue until the Grantee is instructed by OPB that no further reports are needed, or until the end of this Agreement, whichever occurs first. All reports shall be submitted electronically to OPB at env.roi@laspbs.state.fl.us, and a copy shall also be submitted to the Department at legislativeaffairs@dep.state.fl.us.

6. RETAINAGE:

Retainage is not required under this Agreement.

7. INDEMNIFICATION:

Each Party agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract or this Agreement.

8. DEFAULT/TERMINATION/FORCE MAJEURE:

- A. The Department may terminate this Agreement at any time if any warranty or representation made by Grantee in this Agreement or in its application for funding shall be false or misleading in any respect, or in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the Department shall provide thirty (30) calendar days' written notice of its intent to terminate and shall provide the Grantee an opportunity to consult with the Department regarding the reasons for termination.
- B. The Department may terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar days' written notice. If the Department terminates the Agreement for convenience, the Department shall notify the Grantee of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated. If the Agreement is terminated before performance is completed, the Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated.
- C. If a force majeure occurs that causes delays or the reasonable likelihood of delay in the fulfillment of the requirements of this Agreement, the Grantee shall promptly notify the Department orally. Within seven (7) calendar days, the Grantee shall notify the Department in writing of the anticipated length and cause of the delay, the measures taken or to be taken to minimize the delay and the Grantee's intended timetable for implementation of such measures. If the Parties agree that the delay or anticipated delay was caused, or will be caused by a force majeure, the Department may, at its discretion, extend the time for performance under this Agreement for a period of time equal to the delay resulting from the force majeure upon execution of an amendment to this Agreement. Such agreement shall be confirmed by letter from the Department accepting, or if necessary, modifying the extension. A force majeure shall be an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public riot, lightning, fire, flood, explosion, failure to receive timely necessary third-party approvals through no fault of the Grantee, and any other cause that is not reasonably within the control of the Grantee and/or the Department. The Grantee is responsible for the performance of

all services issued under this Agreement. Failure to perform by the Grantee's consultants or subcontractors shall not constitute a force majeure event.

9. REMEDIES/FINANCIAL CONSEQUENCES:

No payment will be made for deliverables deemed unsatisfactory by the Department. If a deliverable is deemed unsatisfactory by the Department, the Grantee shall re-perform the services needed for submittal of a satisfactory deliverable, at no additional cost to the Department, within ten (10) calendar days. If a satisfactory deliverable is not submitted within the specified timeframe, the Department may, in its sole discretion, either: 1) terminate this Agreement for failure to perform, or 2) the Department Grant Manager may, by letter specifying the failure of performance under this Agreement, request that a proposed Corrective Action Plan (CAP) be submitted by the Grantee to the Department. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

- A. A CAP shall be submitted within ten (10) calendar days of the date of the letter request from the Department. The CAP shall be sent to the Department Grant Manager for review and approval. Within ten (10) calendar days of receipt of a CAP, the Department shall notify the Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, the Grantee shall have ten (10) calendar days from receipt of the Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain the Department approval of a CAP as specified above shall result in the Department's termination of this Agreement for cause as authorized in this Agreement.
- B. Upon the Department's notice of acceptance of a proposed CAP, the Grantee shall have ten (10) calendar days to commence implementation of the accepted plan. Acceptance of the proposed CAP by the Department does not relieve the Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, the Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by the Department or steps taken by the Grantee shall preclude the Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to the Department as requested by the Department Grant Manager.
- C. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by the Department may result in termination of the Agreement.

The remedies set forth above are not exclusive and the Department reserves the right to exercise other remedies in addition to or in lieu of those set forth above, as permitted by the Agreement.

10. RECORD KEEPING/AUDIT:

- A. The Grantee shall maintain books, records, and documents directly pertinent to performance under this Agreement in accordance with United States Generally Accepted Accounting Principles (U.S. G.A.A.P.) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following Agreement completion. In the event any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.

- B. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the Department's Inspector General in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its subcontracts issued under this Grant, if any, impose this requirement, in writing, on its subcontractors.
- C. The Grantee agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

11. SPECIAL AUDIT REQUIREMENTS:

- A. In addition to the requirements of the preceding paragraph, the Grantee shall comply with the applicable provisions contained in **Attachment E, Special Audit Requirements**, attached hereto and made a part hereof. **Exhibit 1** to **Attachment E** summarizes the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of **Attachment E**. A revised copy of **Exhibit 1** must be provided to the Grantee for each amendment that authorizes a funding increase or decrease. If the Grantee fails to receive a revised copy of **Exhibit 1**, the Grantee shall notify the Department's Grants Development and Review Manager at (850) 245-2361 to request a copy of the updated information.
- B. The Grantee is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. The Grantee shall consider the type of financial assistance (federal and/or state) identified in **Attachment E, Exhibit 1** when making its determination. For federal financial assistance, the Grantee shall utilize the guidance provided under 2 CFR § 200.330 for determining whether the relationship represents that of a subrecipient or vendor. For state financial assistance, the Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs. Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website:

<https://apps.fldfs.com/fsaa>

The Grantee should confer with its chief financial officer, audit director or contact the Department for assistance with questions pertaining to the applicability of these requirements.

12. SUBCONTRACTS:

- A. The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager, except for certain fixed-price subcontracts pursuant to paragraph 3.D. of this Agreement, that require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department within ten (10) calendar days after execution of the subcontract. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

- B. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.

13. PROHIBITED LOCAL GOVERNMENT CONSTRUCTION PREFERENCES:

- A. Pursuant to Section 255.0991, F.S., for a competitive solicitation for construction services where fifty percent (50%) or more of the cost will be paid from state-appropriated funds that have been appropriated at the time of the competitive solicitation, a state, college, county, municipality, school district, or other political subdivision of the state may not use a local ordinance or regulation that provides a preference based upon:
 - i. The contractor's maintaining an office or place of business within a particular local jurisdiction;
 - ii. The contractor's hiring employees or subcontractors from within a particular local jurisdiction; or
 - iii. The contractor's prior payment of local taxes, assessments, or duties within a particular local jurisdiction.
- B. For any competitive solicitation that meets the criteria in paragraph 15.A., above, a state college, county, municipality, school district, or other political subdivision of the state *shall disclose in the solicitation document* that any applicable local ordinance or regulation does not include any preference that is prohibited by paragraph 15.A.

14. PROHIBITED GOVERNMENTAL ACTIONS FOR PUBLIC WORKS PROJECTS:

Pursuant to Section 255.0992, F.S., state and political subdivisions that contract for public works projects are prohibited from imposing restrictive conditions on certain contractors, subcontractors, or material suppliers and prohibited from restricting qualified bidders from submitting bids.

- A. "Political subdivision" means separate agency or unit of local government created or established by law or ordinance and the officers thereof. The term includes, but is not limited to, a county; a city, town, or other municipality; or a department, commission, authority, school district, taxing district, water management district, board, public corporation, institution of higher education, or other public agency or body thereof authorized to expend public funds for construction, maintenance, repair or improvement of public works.
- B. "Public works project" means an activity of which fifty percent (50%) or more of the cost will be paid from state-appropriated funds that were appropriated at the time of the competitive solicitation and which consists of construction, maintenance, repair, renovation, remodeling or improvement of a building, road, street, sewer, storm drain, water system, site development, irrigation system, reclamation project, gas or electrical distribution system, gas or electrical substation, or other facility, project, or portion thereof that is owned in whole or in part by any political subdivision.

- C. Except as required by federal or state law, the state or political subdivision that contracts for a public works project may not require that a contractor, subcontractor or material supplier or carrier engaged in such project:
- i. Pay employees a predetermined amount of wages or prescribe any wage rate;
 - ii. Provide employees a specified type, amount, or rate of employee benefits;
 - iii. Control, limit, or expand staffing; or
 - iv. Recruit, train, or hire employees from designated, restricted, or single source.
- D. For any competitive solicitation that meets the criteria of this section, the state or political subdivision that contracts for a public works project may not prohibit any contractor, subcontractor, or material supplier or carrier able to perform such work who is qualified, licensed, or certified as required by state law to perform such work from submitting a bid on the public works project, except for those vendors listed under Section 287.133 and Section 287.134, F.S.
- E. Contracts executed under Chapter 337, F.S. are exempt from these prohibitions.

15. LOBBYING PROHIBITION:

In accordance with Section 216.347, F.S., the Grantee is hereby prohibited from using funds provided by this Agreement to lobby the Legislature, the judicial branch, or a state agency. Further, in accordance with Section 11.062, F.S., no state funds, exclusive of salaries, travel expenses, and per diem, appropriated to, or otherwise available for use by, any executive, judicial, or quasi-judicial department shall be used by any state employee or other person for lobbying.

16. COMPLIANCE WITH LAW:

The Grantee shall comply with all applicable federal, state and local rules and regulations in performing under this Agreement. The Grantee acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state, and local health and safety rules and regulations. The Grantee further agrees to include this provision in all subcontracts issued under this Agreement.

17. NOTICE:

All notices and written communication between the Parties shall be sent by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. All notices required by this Agreement shall be delivered to the Parties at the addresses identified under paragraph 17.

18. CONTACTS:

The Department's Grant Manager (which may also be referred to as the Department's Project Manager) at the time of execution for this Agreement is:

Tamika Bass or Successor	
Community Assistance Consultant	
Florida Department of Environmental Protection	
Office of Operations	
Land and Recreation Grants Section	
3900 Commonwealth Boulevard, MS# 585	
Tallahassee, Florida 32399	
Telephone No.:	850-245-2501
Fax No.:	N/A
E-mail Address:	Tamika.Bass@dep.state.fl.us

The Grantee's Grant Manager at the time of execution for this Agreement is:

Carla T. Segura, FRP	
Real Property Manager, Engineering Department	
Martin County Board of County Commissioners	
2401 SE Monterey Road	
Stuart, FL 34996	
Telephone No.:	772-221-2354
Fax No.:	N/A
E-mail Address:	Csegura@martin.fl.us

In the event the Department's or the Grantee's Grant Manager changes, written notice by electronic mail with acknowledgement by the other Party is acceptable. Any subsequent Change Order or Amendment pursuant to paragraph 3.B. should include the updated Grant Manager information.

19. INSURANCE:

- A. Providing and maintaining adequate insurance coverage is a material obligation of the Grantee. This insurance must provide coverage for all claims that may arise from the performance of the work specified under this Agreement, whether such work is performed by the Grantee, any sub-grantee, or Grantee's contractors. Such insurance shall include the State of Florida and the Department as additional insureds for the entire length of the Agreement.
- B. Coverage may be by private insurance or self-insurance. The Grantee shall provide documentation of all required coverage to the Department's Grant Manager *prior to* performance of any work pursuant to this Agreement. All commercial insurance policies must be with insurers licensed or eligible to do business in the State of Florida. The Grantee's current certificate of insurance shall contain a provision that the insurance will not be canceled for any reason except after thirty (30) calendar days' written notice (with the exception of non-payment of premium, which requires a 10-calendar-day notice) to the Department's Grant Manager. If the Grantee is self-insured for any category of insurance, then the Grantee shall provide documentation that warrants and represents that it is self-insured for said insurance, appropriate and allowable under Florida law, and that such

self-insurance offers protection applicable to the Grantee's officers, employees, servants, and agents while acting within the scope of their employment with the Grantee for the entire length of the Agreement.

C. During the life of this Agreement, the Grantee shall secure and maintain insurance coverages as specified below. In addition, the Grantee shall include these requirements in any sub-grant or subcontract issued for the performance of the work specified under this Agreement, unless such sub-grant or subcontractor employees are covered by the protection afforded by the Grantee.

i. Workers' compensation insurance is required for all employees connected with the work of this project. Any self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Agreement is not protected under workers' compensation statutes, the Grantee shall provide proof of adequate insurance satisfactory to the Department, for the protection of its employees not otherwise protected.

ii. Commercial general liability insurance is required, including bodily injury and property damage. The minimum limits of liability shall be \$200,000 for each individual's claim and \$300,000 for each occurrence.

iii. Commercial automobile liability insurance is required for all claims that may arise from the services or operations under this Agreement, whether such services and/or operations are by the Grantee or any of its contractors. The minimum limits of liability shall be as follows:

\$300,000	Automobile liability combined single limit for company-owned vehicles, if applicable
-----------	--

\$300,000	Hired and non-owned automobile liability coverage
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iv. Other insurance may be required if any work proceeds over or adjacent to water, including but not limited to Jones Act, Longshoreman's and Harbormaster's, or the inclusion of any applicable rider to worker's compensation insurance, and any necessary watercraft insurance, with limits of not less than \$300,000 each. Questions concerning required coverage should be directed to the U.S. Department of Labor (<http://www.dol.gov/owcp/dlhwc/lscntac.htm>) or to the parties' insurance carrier.

20. CONFLICT OF INTEREST:

The Grantee covenants that it presently has no interest and shall not acquire any interest that would conflict in any manner or degree with the performance of services required.

21. EQUIPMENT:

Reimbursement for direct or indirect equipment purchases is not authorized under the terms and conditions of this Agreement.

22. UNAUTHORIZED EMPLOYMENT:

The employment of unauthorized aliens by any Grantee or subcontractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Grantee or subcontractor knowingly employs unauthorized aliens, such violation is cause for unilateral cancellation of this Agreement. The Grantee is responsible for including this provision in all subcontracts with private organizations issued under this Agreement.

23. DISCRIMINATION:

- A. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to, discrimination in performance of this Agreement.
- B. An entity or affiliate who has been placed on the discriminatory vendor list pursuant to Section 287.134, F.S., may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

24. LAND ACQUISITION:

- A. The Grantee is authorized to purchase the land described in Attachment A as outlined in Section 125.355, F.S.
- B. Pursuant to Subsection 125.355(1)(a), F.S., every appraisal, offer, or counteroffer must be in writing and are not available for public disclosure or inspection and are exempt from the provisions of Section 119.07(1), F.S. until an option contract is executed or, if no option contract is executed, until thirty (30) days before a contract or agreement for purchase is considered for approval by the governing body of the Grantee. If a contract or agreement for purchase is not submitted to the Grantee for approval, the exemption will expire thirty (30) days after the termination of negotiations. Purchase of the parcel as more fully described in Attachment A must be approved by the governing body of the Grantee at a public meeting after 30 days' public notice.
- C. Grantee shall obtain at least one appraisal by an appraiser approved pursuant to Section 253.025, F.S. for each purchase in an amount of not more than \$500,000. For each purchase in an amount in excess of \$500,000, the grantee shall obtain at least two appraisals by appraisers approved pursuant to Section 253.025, F.S. If the agreed purchase price exceeds the average appraised price of the two appraisals, the governing body of the grantee is required to approve by purchase by an extraordinary vote.

The Grantee is authorized to purchase the land described in **Attachment A**. All land acquired under this Agreement shall be used in perpetuity for the purposes described herein, and more specifically described in Attachment A. The Property shall be utilized for the conservation, restoration, protection and enhancement of natural resources, flood attenuation, pollutant removal, and for compatible public outdoor recreation, along with other related uses necessary for the accomplishment of such uses (the "Property").

The Grantee shall initiate an amendment to the future land use designation assigned to the Property to a category dedicated to open space, conservation or outdoor recreation uses, as appropriate.

Each parcel of the Property to which the Grantee acquires an interest pursuant to this Agreement shall be subject to a Declaration of Restrictive Covenants ("DRC"), to be recorded by the Grantee in the official records of Martin County, Florida at Grantee's expense prior to reimbursement. The DRC shall run with the interests and/or rights to the Property in perpetuity and shall be binding upon Grantee and all successive owners (and all parties claiming by, through and under the owners) of the Property. The DRC shall describe all parcels included in the Property and shall contain such covenants and restrictions as are, at a minimum, sufficient to ensure that the use of the Property at all times remains suitable for the Purposes. Specifically, the DRC shall contain the following language: "The Property shall be utilized for the conservation, restoration, protection and enhancement of natural resources, flood attenuation, pollutant removal, and for compatible public outdoor recreation, along with other related uses necessary for the accomplishment of such uses (the "Property"). The Grantee shall initiate an amendment to the future land use designation assigned to the Property to a category dedicated to open space, conservation or outdoor recreation uses, as appropriate. If the Property ceases to be used for the Purposes, then the State of Florida Board of Trustees of the Internal Improvement Trust Fund ("Trustees") shall have the right to all title and interest of the Grantee, its agents, heirs, and assigns, in the real property described herein.

25. PHYSICAL ACCESS AND INSPECTION:

As applicable, Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, including by any of the following methods:

- A. Grantee shall provide access to any location or facility where Grantee is performing work, or storing or staging equipment, materials, or documents;
- B. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and
- C. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

26. PUBLIC RECORDS ACCESS:

- D. Grantee shall comply with Florida Public Records law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in Section 119.011(12), F.S. Grantee shall keep and maintain public records required by the Department to perform the services under this Agreement.
- E. This Agreement may be unilaterally canceled by the Department for refusal by the Grantee to either provide to the Department upon request, or to allow inspection and copying of all public records made or received by the Grantee in conjunction with this Agreement and subject to disclosure under Chapter 119, F.S., and Section 24(a), Article I, Florida Constitution.

- F. If Grantee meets the definition of “Contractor” found in Section 119.0701(1)(a), F.S.; [i.e., an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency], then the following requirements apply:
- i. Pursuant to Section 119.0701, F.S., a request to inspect or copy public records relating to this Agreement for services must be made directly to the Department. If the Department does not possess the requested records, the Department shall immediately notify the Grantee of the request, and the Grantee must provide the records to the Department or allow the records to be inspected or copied within a reasonable time. If Grantee fails to provide the public records to the Department within a reasonable time, the Grantee may be subject to penalties under s. 119.10, F.S.
 - ii. Upon request from the Department’s custodian of public records, Grantee shall provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - iii. Grantee shall identify and ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Grantee does not transfer the records to the Department.
 - iv. Upon completion of the Agreement, Grantee shall transfer, at no cost to Department, all public records in possession of Grantee or keep and maintain public records required by the Department to perform the services under this Agreement. If the Grantee transfers all public records to the Department upon completion of the Agreement, the Grantee shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Grantee keeps and maintains public records upon completion of the Agreement, the Grantee shall meet all applicable requirements for retaining public records. All records that are stored electronically must be provided to Department, upon request from the Department’s custodian of public records, in a format that is accessible by and compatible with the information technology systems of Department.

D. IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS by telephone at (850) 245-2118, by email at ombudsman@dep.state.fl.us, or at the mailing address below:

**Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Blvd, Mail Slot 49
Tallahassee, FL 32399**

27. SCRUTINIZED COMPANIES:

Grantee certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, Grantee agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement for cause if the Grantee, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Grantee, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

28. EXECUTION IN COUNTERPARTS.

This Agreement, and any Amendments or Change Orders hereto, may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. If any signature is delivered by facsimile transmission or by e-mail delivery of a .pdf format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or .pdf signature page were an original thereof.

29. SEVERABILITY CLAUSE:

This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

30. ENTIRE AGREEMENT:

This Agreement represents the entire agreement of the Parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the Parties hereto, and attached to the original of this Agreement, unless otherwise provided herein.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed, the day and year last written below.

STATE OF FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

Approved as to form and legality:

By: _____
Secretary or designee

DEP Attorney

Print Name and Title

Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

CAROLYN TIMMANN, CLERK OF THE
CIRCUIT COURT AND COMPTROLLER

DOUG SMITH, CHAIRMAN

APPROVED AS TO FORM & LEGAL SUFFICIENCY:

DATE

SARAH W. WOODS, COUNTY ATTORNEY

FEID No.: 59-6000743

For Agreements with governmental boards/commissions: If someone other than the Chairman signs this Agreement, a resolution, statement or other document authorizing that person to sign the Agreement on behalf of the Grantee must accompany the Agreement.

List of attachments/exhibits included as part of this Agreement:

Specify Type	Letter/ Number	Description
<u>Attachment</u>	<u>A</u>	<u>Project Work Plan (2 Pages)</u>
<u>Attachment</u>	<u>B</u>	<u>Payment Request Summary Form (2 Pages)</u>
<u>Attachment</u>	<u>C</u>	<u>Contract Payment Requirements (1 Page)</u>
<u>Attachment</u>	<u>D</u>	<u>Project Status Report Form (2 Pages)</u>
<u>Attachment</u>	<u>E</u>	<u>Special Audit Requirements (5 Pages)</u>

ATTACHMENT A GRANT WORK PLAN

PROJECT TITLE: East Ridge Reserve – Hamm Parcel Land Acquisition

PROJECT LOCATION: The Project is located within Section 27, Township 39 South, Range 42 East, in Hobe Sound, of Southeast Martin County, Florida. More specifically, the site is located east of SE Federal Highway between SE Federal Highway and SE Dixie Highway just west of the Indian River Lagoon and South of SE Bridge Road. Please refer to Attachment No. 1: Location Map.

PROJECT BACKGROUND: Hamm Parcel has been included in Martin County's Land Acquisition Selection Committee's Priority List since 2008. The acquisition of the parcel will preserve biologically important scrub habitat, which is currently an imperiled species. Funds were appropriated for the acquisition of the parcel pursuant to Line Item Appropriation 1701B of the 2017-2018 General Appropriations Act.

PROJECT DESCRIPTION: Hamm Parcel is approximately 45.55 acres and 27.27 acres is comprised of sand pine scrub, a globally imperiled habitat. The 27.27 acres of the site hosts numerous species of special concern that add to its biodiversity, including Gopher Tortoise, Indigo Snake, Florida Scrub Jay, Lichens, Tillandsia Air Plants, Florida Rosemary, scrub mint, and federally protected Four-Petal Pawpaw. This parcel is contiguous to other preserve areas owned and maintained by the US Fish and Wildlife Service Hobe Sound National Wildlife Refuge, and is in close proximity to the regionally significant Jonathan Dickinson State Park and Atlantic Ridge ecosystem.

TASK AND DELIVERABLES:

Task #1: Land Purchase

Task Description: The Martin County Board of County Commissioners is acquiring approximately 27.27 acres of the 45.55 acre "Hamm Parcel" property with partial funding in the amount of \$1,169,265 appropriated by the Legislature plus acquisition related costs. The title to 27.27 acres will be held by Martin County as fee simple. The Grantee will pursue property appraisals, title exam/insurance, an environmental site assessment, property survey, boundary map and acreage certification, and closing and receipt of deed. Note that the Grant Agreement includes specific requirements under the paragraph 23 from the Agreement, "Land Acquisition."

Deliverables: Purchase of the Hamm Parcel Property as evidenced by copies of the appraisals, the closing statement or all closing documents, title exam/insurance, environmental site assessment results, property survey, boundary map, acreage certification, and deed.

Performance Standard: The Department's Grant Manager will review the deliverables to ensure that they meet the specifications in the Grant Work Plan and this task description.

Payment Request Schedule: Grantee may submit a payment request for cost reimbursement upon completion of the task and Department approval and written acceptance of all associated task deliverables.

PROJECT TIMELINE: The tasks must be completed by the corresponding task end date and all deliverables must be received by the designated due date.

Task/ Deliverable No.	Task or Deliverable Title	Task Start Date	Task End Date	Deliverable Due Date/ Frequency
1	Land Acquisition	7/1/2017	12/31/18	10/31/18

BUDGET DETAIL BY TASK:

Task No.	Budget Category	Budget Amount
1	Land Acquisition	\$ 1,169,265
Total for Task:		\$ 1,169,265

PROJECT BUDGET SUMMARY: Cost reimbursable grant funding must not exceed the category totals for the project as indicated below.

Category Totals	Grant Funding, Not to Exceed, \$
Land Total	\$ 1,169,265
Total:	\$ 1,169,265

Correspondence

CPA #18-7

Hamm Parcel



MARTIN COUNTY

BOARD OF COUNTY COMMISSIONERS

2401 S.E. MONTEREY ROAD • STUART, FL 34996

January 12, 2018

Telephone: (772) 288-5495

Email: rlawton@martin.fl.us

DOUG SMITH
Commissioner, District 1

ED FIELDING
Commissioner, District 2

HAROLD E. JENKINS II
Commissioner, District 3

SARAH HEARD
Commissioner, District 4

EDWARD V. CIAMPI
Commissioner, District 5

TARYN KRYZDA, CPM
County Administrator

SARAH W. WOODS
County Attorney

RE: Notice of a public hearing regarding application CPA 18-7, Hamm, an application submitted by Martin County to change the Future Land Use and Zoning on 27-acres located just south of SE Saturn Street, between SE Federal Highway and SE Dixie Highway in Hobe Sound.

Dear Property Owner:

As the owner of property within 1,000 feet of the Hamm Parcel, shown on the enclosed map, please be advised that the property is the subject of an application to make the following changes:

- 1) Change the Future Land Use designation from Low Density Residential and Commercial Limited to Conservation; and
- 2) Change the Zoning District from A-3 (Conservation); R-3 (Multi-Family Residential); and B-1 (Business); to PC (Public Conservation).

The date, time and place of the scheduled public hearings are:

MEETING: LOCAL PLANNING AGENCY

DATE: February 1, 2018

TIME: 7:00 P.M., or as soon thereafter as the items can be heard.

MEETING: BOARD OF COUNTY COMMISSIONERS

DATE: March 13, 2018

TIME: 9:00 A.M., or as soon thereafter as the items can be heard.

PLACE: Martin County Administrative Center
Commission Chambers, 1st Floor
2401 S.E. Monterey Road
Stuart, Florida 34996

All interested persons are invited to attend the hearing and will have an opportunity to speak.

Accessibility arrangements: Persons with disabilities who need an accommodation in order to participate in this proceeding are entitled, at no cost, to the provision of certain assistance. This does not include transportation to and from the meeting. Please contact the Office of the ADA Coordinator at (772) 221-1396, or the Office of the County Administrator at (772) 221-2360, or in writing to 2401 SE Monterey Road, Stuart, FL, 34996, no later than three days before the hearing date. Persons using a TDD device, please call 711 Florida Relay Services.

Record for appeals: If any person decides to appeal any decision made with respect to any matter considered at the meetings or hearings of any board, committee, agency, council, or advisory group, that person will need a record of the proceedings and, for such purpose, may need to insure that a verbatim record of the proceedings is made, which record should include the testimony and evidence upon which the appeal is to be based.

TELEPHONE
772-288-5400

WEB ADDRESS
<http://www.martin.fl.us>

Comprehensive Planning Facts: The Future Land Use Map is part of the County's Comprehensive Growth Management Plan and one of the primary tools for managing land development. The Future Land Use designation of a parcel of land determines the general type of use allowed, as well as the maximum level of density or intensity allowed (such as the number of residential units per acre). The zoning regulations provide one or more zoning districts for implementing each Future Land Use designation. The zoning designation determines, in more detail than the Future Land Use designation, what type and level of development may occur. A change to the Future Land Use Map requires three public hearings as follows:

1. Local Planning Agency (which makes a recommendation to the Board of County Commissioners).
2. Board of County Commissioners (to determine whether the proposed amendment should be transmitted to the state land planning agency that oversees and coordinates comprehensive planning).
3. Board of County Commissioners (to determine whether the proposed amendment should be adopted).

Public involvement opportunities: All interested persons are invited to attend any or all of the above-described hearings and will have an opportunity to speak. All application files are available for public inspection during business hours. Written comments will be included as part of the public record of the application.

Submit Written Comments to: Nicki van Vonno, Director
Growth Management Department
2401 S.E. Monterey Road
Stuart, FL 34996

For more information, or to view the project file, contact Richard Lawton, Planner II, Growth Management Department at (772) 288-5495 or via e-mail: rlawton@martin.fl.us

Sincerely,



Nicki van Vonno, AICP
Growth Management Director

NVV/RL/jvs

Attachment: Location Map

2017 AERIAL MAP CPA 18-7, Hamm



**MARTIN COUNTY, FLORIDA
INTER-OFFICE MEMORANDUM**

TO: Nicki van Vonno
Growth Management Director

DATE: December 22, 2017

FROM: Krista A. Storey *KAS*
Senior Assistant County Attorney

SUBJECT: Radius Search for CPA 18-7, Hamm Property

Based on my review of the work completed by Richard Lawton, GISP, Planner II, to the best of my knowledge, the attached list appears to meet the spirit and intent of Section 10.6.E., Land Development Regulations, Martin County Code, and represents the apparent owners of all parcels of land within a distance of one thousand feet (1000') of the Hamm Property boundary (map attached). In addition, based on my review of the work completed by Richard Lawton, GISP, Planner II, to the best of my knowledge, the attached list includes any homeowner associations, condominium associations, owners of condominiums and mobile homes within the notice area.

Attachments

Copy to: Richard Lawton, GISP, Planner II

CPA 18-7, Hamm Property - 1000 foot surrounding property owners mail list

Created GMD 12-19-2017

Owner1	Owner2	MailAddr	MailCity	MailState	MailZip
12020 DIXIE LLC		207 JUPITER WOODS DR	JUPITER	FL	33458
12050 SHELL LLC		12050 SE SHELL AVE	HOBE SOUND	FL	33455
9344 SATURN LLC		8985 SE BRIDGE RD	HOBE SOUND	FL	33455
ANDERSON DIANE E		9416 SE MERCURY ST	HOBE SOUND	FL	33455
ARAUJO, JOSE A & MARIA O		PO BOX 1656	HOBE SOUND	FL	33475
ASHURE HOLDINGS LLC		12260 SE DIXIE HWY	HOBE SOUND	FL	33455
ASSOCIATES FINANCIAL SERVICES LLC		14802 N DALE MABRY HWY STE ; TAMPA		FL	33618
AULT, DONNA L		9326 SE MERCURY ST	HOBE SOUND	FL	33455
BAILEY CORNELIA T ESTATE		14 BASSETT CREEK TRL N	HOBE SOUND	FL	33455
BALDWIN JODI		9275 SE MERCURY ST	HOBE SOUND	FL	33455
BARKER, JEREMY J		12055 SE PLUTUS AVE	HOBE SOUND	FL	33455
BAYLES SUSAN M		3922 SW BIMINI CIR N	PALM CITY	FL	34990
BELL, BRUCE R JR		6110 MISTY OAKS ST	SARASOTA	FL	34243
BENNETT SUSAN		9483 SE SATURN ST	HOBE SOUND	FL	33455
BERNHARD KRISTIN		665 PARK VILLAGE DR NE	ATLANTA	GA	30306
BIRDSEY, CHARLES J (TR)	BIRDSEY, BARBARA U (TR)	489 SOUTH BEACH RD	HOBE SOUND	FL	33455
BOHNE MARK C & LOUISE G		9364 SE SATURN ST	HOBE SOUND	FL	33455
BOSSHARDT TIMOTHY J & SUSAN M		12199 SE HERCULES AVE	HOBE SOUND	FL	33455
BOURQUE ELIZABETH		9684 SE GLEASON ST	HOBE SOUND	FL	33455
BOVAT, MICHELINE H (TR)		9195 SE MERCURY ST	HOBE SOUND	FL	33455
BRAKEL KENNETH J & BARBARA L		9243 SE SATURN ST	HOBE SOUND	FL	33455
BRINKS JOHN RICHARD	BRINKS CATHERINE LEE	12331 SE INDIAN RIVER DR S	HOBE SOUND	FL	33455
BROOKS, RICHARD		9463 SE SATURN ST	HOBE SOUND	FL	33455
BULDERBERGS JOHN M	BULDERBERGS KELLY M	PO BOX 1931	HOBE SOUND	FL	33475
BYRD, MICHAEL R & LINDA L		9776 SE CABOT ST	HOBE SOUND	FL	33455
CAPELLI, JOHN & DANIELE M		12992 SE PAPAYA ST	HOBE SOUND	FL	33455
CAPPELLANO, LINDA F		18 HIGH ST	DANBURY	CT	06810
CARROLL, CHARLES J		11899 SE INDIAN RIVER DR	HOBE SOUND	FL	33455
CECCORULLI, LISA		PO BOX 1154	HOBE SOUND	FL	33475
CHAISSON MICHAEL J	CHAISSON CYNTHIA	9255 SE MERCURY ST	HOBE SOUND	FL	33455
CHURCH, CHRISTOPHER J & DIXIE L		9325 SE ATHENA ST	HOBE SOUND	FL	33455

CILWICK BLAKE B	11893 SE JUNO CRES	HOBE SOUND	FL	33455
CLARKE, ANDREW J & ANDREA M	9065 SE ATHENA ST	HOBE SOUND	FL	33455
COHEN, NANCY L	12165 SE NASSAU AVE	HOBE SOUND	FL	33455
COLE DAVID C & ROBIN S	12190 SE IRIS AVE	HOBE SOUND	FL	33455
COLE ROBIN SEXNER	12190 SE IRIS AVE	HOBE SOUND	FL	33455
COLE, CHARLENE PAIGE	9313 SE SATURN ST	HOBE SOUND	FL	33455
CONROY PATRICK J L/E	7258 OAKMONT DR	LAKE WORTH	FL	33467
COOPER PAULA SUE	9427 SE ATHENA ST	HOBE SOUND	FL	33455
COOPER SHERRY L L/E	12140 SE INDIAN RIVER DR	HOBE SOUND	FL	33455
COX JACK S & MARY ANNE	12171 SE HECKLER DR	HOBE SOUND	FL	33455
CRISP, EMILY R	20 RIVERVIEW RD	HOBE SOUND	FL	33455
CURLAND DEAN A & SUSAN D	9286 SE VENUS ST	HOBE SOUND	FL	33455
DECKER HIO LP	109 COMMODORE DR	JUPITER	FL	33477
DELANEY DONALD S & KIMBERLY D	8422 SE ROYAL ST	HOBE SOUND	FL	33455
DENESHA KIMBERLEE GABRIEL	9072 SE POMONA ST	HOBE SOUND	FL	33455
DESIREE GOLONKA IRREVOCABLE TRUST	3305 SAINT JOHNS AVE	JACKSONVILLE	FL	32205
DRAPEAU JOHN	9322 SE ATHENA ST	HOBE SOUND	FL	33455
DRUM JAMES D	9255 SE ATHENA ST	HOBE SOUND	FL	33455
DUNHUBER LORRAINE	PO BOX 1288	CUTCHOGUE	NY	11935
EAGLEWOOD HOMEOWNERS ASSOC INC	8520 SE EAGLEWOOD WAY	HOBE SOUND	FL	33455
EHR EDWARD	9102 SE POMONA ST	HOBE SOUND	FL	33455
ERICKSON JOHN F	9427 SE ATHENA ST	HOBE SOUND	FL	33455
FINAN DONNA ESTATE	9106 SE VENUS ST	HOBE SOUND	FL	33455
FLINSPACH, CHARLES F	P O BOX 1991	HOBE SOUND	FL	33475
FOLEY, DONALD P III & CYNTHIA	PO BOX 1072	HOBE SOUND	FL	33475
FOSS, LARRY D & SUSAN B	9040 SE NERO TER	HOBE SOUND	FL	33455
FREEHAUF MICHAEL C	CHARLES & BARBARA FREEHAUF	HOBE SOUND	FL	33455
FREEHAUF, BRIAN S & KIMBERLY A	9706 SE CABOT ST	HOBE SOUND	FL	33455
FREEMAN, THOMAS A & ROBERTA L	12974 SE PAPAYA ST	HOBE SOUND	FL	33455
FUCIGNA, THOMAS F & CYNTHIA B	12063 SE JUNO CRESCENT	HOBE SOUND	FL	33455
FULLER, ELIZABETH K	P O BOX 1105	HOBE SOUND	FL	33475-1105
GARDNER MANAGEMENT LP	1110 ARBOR RD	WINSTON SALEM	NC	27104
GARDNER, GARRY M & POLLY C	9202 SE POMONA ST	HOBE SOUND	FL	33455
GAUS BARBARA J TR	9206 SE VENUS ST	HOBE SOUND	FL	33455

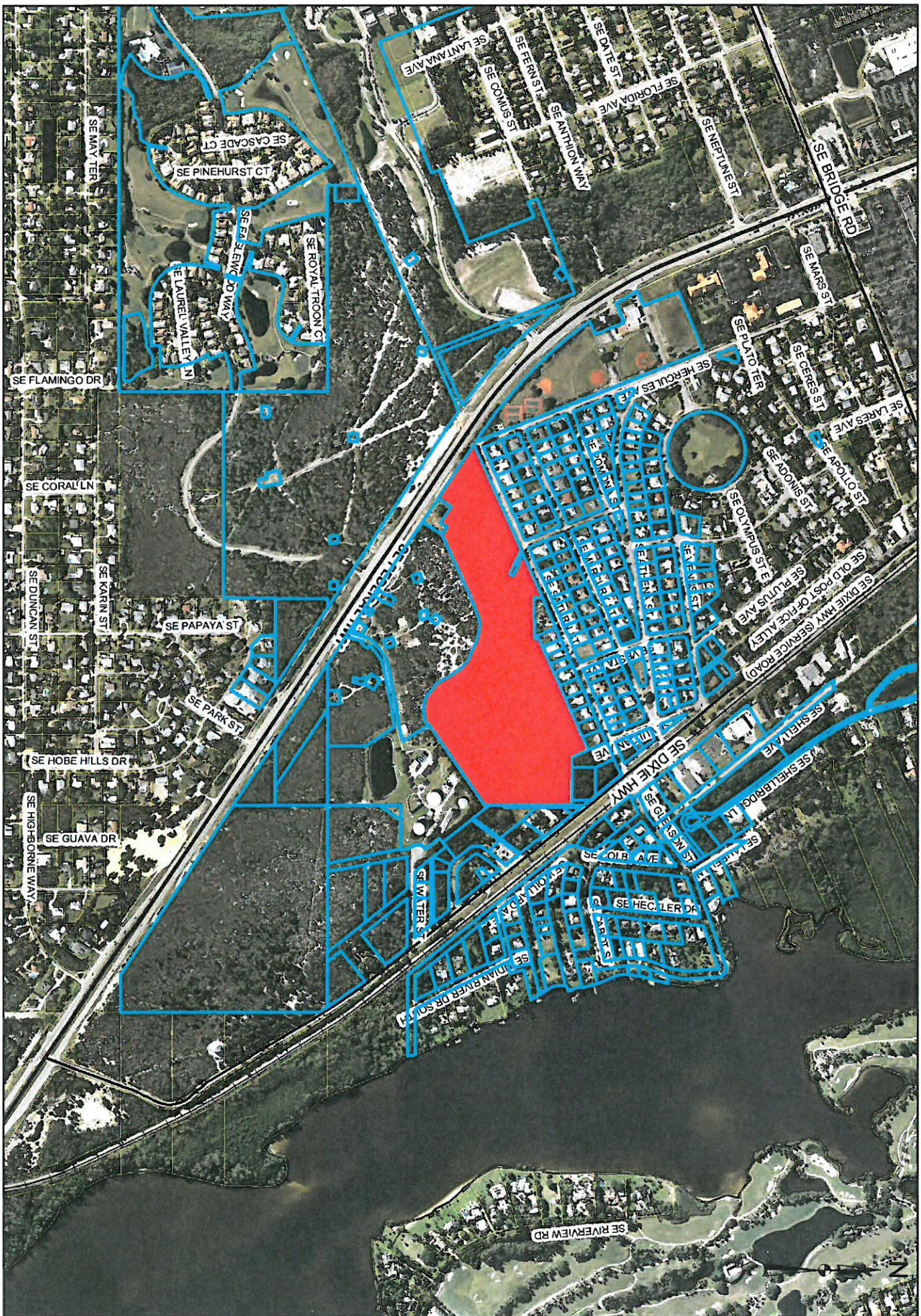
GAYLORD, MARC R	12000 SE DIXIE HWY	HOBE SOUND	FL	33455
GENDRON RAYMOND & JANE P	9374 SE SATURN ST	HOBE SOUND	FL	33455
GENTRY, BRIAN T & M DENISE	9346 SE MERCURY ST	HOBE SOUND	FL	33455
GIBSON, CLYDE E & L M	PO BOX 304	HOBE SOUND	FL	33475-0304
GILBERT, PAUL R & SUSAN K	9373 SE SATURN ST	HOBE SOUND	FL	33455
GILMORE, SANDRA M	9504 SE SATURN ST	HOBE SOUND	FL	33455
GRAVER JONATHAN H	712 HOWELL DR	BRIELLE	NJ	08730
GRAVER SUSAN	9122 SE POMONA ST	HOBE SOUND	FL	33455
GREIM EDWARD A	161 FLAT MEADOW RD	GUILFORD	CT	06437
GRIBBIN, ALLISON	9136 SE MERCURY ST	HOBE SOUND	FL	33455
HAAN, RICK A & LINDA	P O BOX 31	MORRIS PLAINS	NJ	07950
HAGER JAMES L & JENNIFER A	12455 SE PLANDOME DR	HOBE SOUND	FL	33455
HAMM, EDWARD H	408 SAINT PETER ST STE 434	SAINT PAUL	MN	55102-1119
HART JILL MEAGAN	9809 SE COWLES ST	HOBE SOUND	FL	33455
HERRING, DOUGLAS	9305 SE MERCURY ST	HOBE SOUND	FL	33455-5519
HIGGINBOTHAM, PATRICIA	9343 SE SATURN ST	HOBE SOUND	FL	33455
HOBE SOUND JOINT VENTURE LLC	532 S COLORADO AVE	STUART	FL	34994
HOLLIFIELD, STEVEN C	12280 SE IRIS AVE	HOBE SOUND	FL	33455
HOLM EVERETT T III & DONNA L	9103 SE SATURN ST	HOBE SOUND	FL	33455
HOMER C GREENE TRUST	PO BOX 725	HOBE SOUND	FL	33475
HONEYMAN, LISA JEAN	PIEDMONT	PIEDMONT	CA	94611
HOOK MICHELLE LISA	9373 SE ATHENA ST	HOBE SOUND	FL	33455
HOURIHAN PATRICK T	24 BLUMENTHAL DR	DAYVILLE	CT	06241
ISRAELS, MARK J & B CATHERINE	9443 SE SATURN ST	HOBE SOUND	FL	33455
JACOB BARBARA	41 WYOMING DR	HUNTINGTON STA	NY	11746
JAFFE, ALAN & LINDA	11910 SE INDIAN RIVER DR N	HOBE SOUND	FL	33455
JEAN SCHWAGER SEEWALD TRUST	PO BOX 878	HOBE SOUND	FL	33475-0878
JEFFERY & SHARON POWELL REVOCABLE TR	12101 SE JUNO CRES	HOBE SOUND	FL	33455
JENKINS BANAS ERIN E	9205 SE VENUS ST	HOBE SOUND	FL	33455
JOHNS, DAVID M & LORI L	9325 SE MERCURY ST	HOBE SOUND	FL	33455-5519
JOHNSON LARABEE	9223 SE SATURN ST	HOBE SOUND	FL	33455
JONES DANA	9446 SE MERCURY ST	HOBE SOUND	FL	33455
JONES JAMES O JR	9165 SE ATHENA ST	HOBE SOUND	FL	33455
KAMBERG, JOSETTE	9396 SE VENUS ST	HOBE SOUND	FL	33455

KAMINSKE KATHLEEN M	9153 SE SATURN SQ	HOBE SOUND	FL	33455
KAUFFMAN, ROBERTA L	9306 SE MERCURY ST	HOBE SOUND	FL	33455
KEATHLEY, PHILLIP M & DAWN M	9295 SE VENUS ST	HOBE SOUND	FL	33455
KENNEBECK WILLIAM	9326 SE VENUS ST	HOBE SOUND	FL	33455
KIENZLE, KAREN	9353 SE SATURN ST	HOBE SOUND	FL	33455
KRUGER RYAN	9640 SE GLEASON ST	HOBE SOUND	FL	33455
LAMBERT LOUISE	870 LOUIS-HEBERT	LONGUEUIL QC J4J QC	J4J4R1	
LAMOREE DAVID B	9315 SE ATHENA ST	HOBE SOUND	FL	33455
LANCASTER LAURIE MICHELLE MORROW	9653 SE GLEASON ST	HOBE SOUND	FL	33455
LARBARDIERE, SHARON A	2234 ROUTE 11	PARISH	NY	13131
LINDA L OLOUGHLIN REVOCABLE TRUST	9226 SE POMONA ST	HOBE SOUND	FL	33455
LINDELL CONSTRUCTION CO INC	11 W OCEAN BLVD	STUART	FL	34994
LITWILER SEAN D & GILLIAN	8 FAYETTE DR	BOYNTON BEACH	FL	33435
LOFTIN MICHAEL K	9756 SE CABOT ST	HOBE SOUND	FL	33455
LOTT BRENTON K & GRAYCE	9066 SE ATHENA ST	HOBE SOUND	FL	33455
LUCIANO ADAM	4460 SE SWEETWOOD WAY	STUART	FL	34997
LUTZON, EVA	3336 WATERWAY RD	TEQUESTA	FL	33469
MACARTHUR, JAMES HARRY	12030 SE PLUTUS AVE	HOBE SOUND	FL	33455
MACMILLAN KATHLEEN	9162 SE POMONA ST	HOBE SOUND	FL	33455
MAERZ ENTERPRISES, INC	PO BOX 99	ROSELAND	FL	32957-0099
MARLAR DENNIS LYNN	9444 SE SATURN ST	HOBE SOUND	FL	33455
MARTIN COUNTY	2401 SE MONTEREY RD	STUART	FL	34996
MARTIN SUZANNE D	PO BOX 161	HOBE SOUND	FL	33475
MARTIN, GEORGE H	9066 SE HARBOR ISLAND WAY	HOBE SOUND	FL	33455
MARTIN, PATRICK J	9455 SE ATHENA	HOBE SOUND	FL	33455
MARX MADELINE M	9163 SE SATURN ST	HOBE SOUND	FL	33455-5525
MASON WILLIAM J	9306 SE VENUS ST	HOBE SOUND	FL	33455-5425
MCLEMORE KENNETH J	9391 SE ATHENA ST	HOBE SOUND	FL	33455
MCMILLION, JEFF	12125 SE VESTA AVE	HOBE SOUND	FL	33455
MCMINN BRENDAN	9446 SE MERCURY ST	HOBE SOUND	FL	33455
MCNEILAN THOMAS W & SALLY A	404 WEST BUTE ST	NORFOLK	VA	23510
MEGRUE, STEPHEN M	9424 SATURN ST	HOBE SOUND	FL	33455-5532
MELTON JACK	5930 ROYAL PALM BEACH BLVD	ROYAL PALM BEACH	FL	33411
MENTOR KAREN P	9496 SE MERCURY ST	HOBE SOUND	FL	33455

MERRITT, STEPHEN W	8415 SE MAY TER	HOBE SOUND	FL	33455
METHENY, JAMES D	9182 SE POMONA ST	HOBE SOUND	FL	33455
MEULENGRACHT KAY F	12984 SE PAPAYA ST	HOBE SOUND	FL	33455
MILLER MITCHELL E & CARLA D	12337 SE INDIAN RIVER DR S	HOBE SOUND	FL	33455
MILLROY, JOHN P & SUELLEN M	9165 SE MERCURY ST	HOBE SOUND	FL	33455
MITCHELL MICHELE	9484 SE SATURN ST	HOBE SOUND	FL	33455
MITCHELL THOMAS L	8421 ALISTER BLVD W	PALM BEACH GARI	FL	33418
MONEAU, FRANK	406 W KENNEDY ST	JUPITER	FL	33458
MOORE LAMAR	174 GREENWICH CIR	JUPITER	FL	33458
MORGAN, DAVID E & ESTHER	11185 SW MEADOWLARK CIR	STUART	FL	34997
MORGANO, ROBERT W & JUDY B	9355 SE MERCURY ST	HOBE SOUND	FL	33455
MORROW, THOMAS J	9142 SE POMONA ST	HOBE SOUND	FL	33455
MUIR GERALDINE TR	903 XANADU PL	JUPITER	FL	33477
MURPHY THOMAS A & DIANE L	9630 SE GLEASON ST	HOBE SOUND	FL	33455
MURRAY MARK E & SHERI D	9062 SE POMONA ST	HOBE SOUND	FL	33455
NIX, WILLIAM T & TRACY F	9426 SE VENUS ST	HOBE SOUND	FL	33455
NOLL, ROBERT H	9095 SE ATHENA ST	HOBE SOUND	FL	33455
ORRICK HAMISH	70262 SONORA RD	RANCHO MIRAGE	CA	92270
OXENDINE, TERRY L	9075 SE ATHENA ST	HOBE SOUND	FL	33455
PAIT, JAMES E & SANDRA J	12201 SE COLBY AVE	HOBE SOUND	FL	33455
PALETTA DONNA A	177 N FEDERAL HWY #206	TEQUESTA	FL	33469
PAULES, JONATHAN M	PO BOX 3211	TEQUESTA	FL	33469-1701
PEGGY KAISER MAHARDY TRUST	9256 SE VENUS ST	HOBE SOUND	FL	33455
PETERSON MARK H & LIZABETH B	9786 SE CABOT ST	HOBE SOUND	FL	33455
PIERCE JUSTIN A	12209 SE HERCULES AVE	HOBE SOUND	FL	33455
PLAYNE MATTHEW SIDNEY	9105 SE MERCURY ST	HOBE SOUND	FL	33455
RAINEY, SUSAN C	9758 SE COWLES ST	HOBE SOUND	FL	33455
RANART ELYSE ANN	2715 CENTER AVE	FORT LAUDERDALE	FL	33308
RAYFIELD, STEVEN E	PO BOX 396	MIAMI	FL	33245
REED NATHANIEL P	6 RIVERVIEW RD	HOBE SOUND	FL	33455
REICH ANTHONY J & GRETCHEN C CO-TR	9226 SE MERCURY ST	HOBE SOUND	FL	33455
REYNERI LUIS E	9186 SE MERCURY ST	HOBE SOUND	FL	33455
RINGS OF SATURN LLC	416 S BEACH RD	HOBE SOUND	FL	33455
ROBARGE THOMAS EDWARD	9486 SE MERCURY ST	HOBE SOUND	FL	33455

ROBLEDO EDILMER	12275 SE WOILLARD AVE		HOBE SOUND	FL	33455
RODRIGUEZ, ARTURO	RODRIGUEZ, MARIA GUADULA		HOBE SOUND	FL	33455
ROTH, PATRICIA E	1172 SURF RD APT A4		WEST PALM BEACH	FL	33404
RUSIN MICHAEL J	6145 SE AUDOBON LN		HOBE SOUND	FL	33455
SANDALA BRETT A	9285 SE VENUS ST	REID REBECCA L	HOBE SOUND	FL	33455
SANDS, VERNON G	11950 SE SHELL AVE		HOBE SOUND	FL	33455-3409
SANTOS WILLIAM R L/E	9101 SE POMONA ST		HOBE SOUND	FL	33455
SCAIFE, CHARLES S & CAROLE D	12365 SE WOILLARD AVE		HOBE SOUND	FL	33455-3523
SCHERR ERIC O	12142 SE HECKLER DR		HOBE SOUND	FL	33455
SCHILLING MICHAEL WAYNE	9151 SE POMONA ST	SCHILLING KATHLEEN J	HOBE SOUND	FL	33455
SCHLEMMER, MARK A	P O BOX 1245	SCHLEMMER, JACI W	HOBE SOUND	FL	33475
SCHNEIDER WILLIAM C	7475 INDEPENDENCE DR		HOBE SOUND	FL	33455
SCHOETTLE MICHAEL	3986 SW RIVERS END WAY	SCHOETTLE TARA	PALM CITY	FL	34990
SCHUETT, CRAIG A	9295 SE ATHENA ST	SCHUETT, MARY B	HOBE SOUND	FL	33455-5505
SCIME VICKI D	9295 SE MERCURY ST		HOBE SOUND	FL	33455
SCOTT KAREN M TR	PO BOX 7541		WILTON	CT	06897
SEABROOK, MARK F	12200 SE NASSAU AVE	SEABROOK, DONNA C	HOBE SOUND	FL	33455
SHELLBRIDGE HOMEOWNERS ASSOCIATION I	309 CIRCLE WEST		JUPITER	FL	33458
SHEPHERD, MARK J & ANN LISA	9136 SE VENUS ST		HOBE SOUND	FL	33455
SHERLOCK JAMES P	9200 SE OLYMPUS ST		HOBE SOUND	FL	33455
SHULEY CRAIG M	9133 SE SATURN ST	SHULEY CATHY	HOBE SOUND	FL	33455
SIMMONS, JOANN (TR)	6592 SE CLAIRMONT PL		HOBE SOUND	FL	33455
SKINNER, KATHY (TR)	9324 SE SATURN ST		HOBE SOUND	FL	33455
SMOLA RONALD	12425 SE INDIAN RIVER DR S	SIMMELEVA M	HOBE SOUND	FL	33455
SNOW, ELLEN N	9055 ATHENA ST		HOBE SOUND	FL	33455
SORGE KENNETH M	12964 SE PAPAYA ST		HOBE SOUND	FL	33455
STARK GARY	145 RENEGADE DR	STARK TRACIE	FREDERICKSBURG	VA	22406
STEINER, ROBERT E & PATSY W	9409 SE ATHENA ST		HOBE SOUND	FL	33455
STEWART, MICHAEL	12130 SE INDIAN RIVER DR		HOBE SOUND	FL	33455
SUMMERS DARREN E	107 SLOAN ST		MCDONOUGH	GA	30253
SUNSHINE DAYDREAM 7 & 8 LLC	14255 US HIGHWAY 1 STE 218		JUNO BEACH	FL	33408
SWARTZ, SALLY D (TR)	9115 SE ATHENA ST		HOBE SOUND	FL	33455
SWIATOWSKI SURVIVORS TRUST	9106 SE MERCURY ST		HOBE SOUND	FL	33455
TALLEY, HELEN JOANNE	PO BOX 788		HOBE SOUND	FL	33475-0788

TAYLOR, ALLEN C	9464 SE SATURN ST	HOBE SOUND	FL	33455
THE PINE SCHOOL INC	12350 SE FEDERAL HWY	HOBE SOUND	FL	33455
THIEM WALTER R & SIGRID B (TRS)	2205 SHADYWOOD CT	ARLINGTON	TX	76012
THOMSON CAROL ANNE	9155 SE ATHENA ST	HOBE SOUND	FL	33455
THORNTON FAMILY LIVING TRUST	9384 SE SATURN ST	HOBE SOUND	FL	33455
TORREGROSSA JOHN	12327 SE INDIAN RIVER DR S	HOBE SOUND	FL	33455
TOWN OF JUPITER ISLAND	2 BRIDGE RD	HOBE SOUND	FL	33455
TRACEY, WILLIAM C JR	9335 SE ATHENA ST	HOBE SOUND	FL	33455
TRUST AGREEMENT (PFENDLER)	9095 SE MERCURY ST	HOBE SOUND	FL	33455
TRUST OF EDWARD HAMM	408 SAINT PETER ST STE 429	SAINT PAUL	MN	55102
TWIK MICHAEL S	9272 SE ATHENA ST	HOBE SOUND	FL	33455
TWILA R GRABILL TRUST	22249 W 183RD ST	OLATHE	KS	66062
UNITED STATES OF AMERICA	1875 CENTURY BLVD SUITE 310	ATLANTA	GA	30345
VAN CEL LARRY	8512 E DIXIE HWY	MIAMI	FL	33138
VON HOLTEN JENS H & ALLYSON A	12330 SE INDIAN RIVER DR S	HOBE SOUND	FL	33455
WADDICOR, JAMES T & JOAN M	9215 SE MERCURY ST	HOBE SOUND	FL	33455-5517
WAKEFIELD, STEPHEN D	12090 SE VESTA AVE	HOBE SOUND	FL	33455
WEAVER CURTIS A	154 EMMELMAN RD	ROYAL PALM BEAC	FL	33414
WEBER, MATHEW A	9071 SE POMONA ST	HOBE SOUND	FL	33455
WHEELER STANLEY A & VICKI D	9246 SE MERCURY ST	HOBE SOUND	FL	33455
WIERSMA, CHARLOTTE JANE (TR)	12200 SE INDIAN RIVER DR	HOBE SOUND	FL	33455
WILDNER, SUSANNE M	PO BOX 3211	TEQUESTA	FL	33469-1701
WILLIAMS ISABELLE H L/E	9186 SE VENUS ST	HOBE SOUND	FL	33455
WILLIAMS LARRY D JR	2609 SW TANFORAN BLVD	PORT SAINT LUCIE	FL	34987
WILLIAMS MARK C & REBECCA	9663 SE GLEASON ST	HOBE SOUND	FL	33455
WILLIAMS, WARD F & ELIZABETH ANNE	9245 SE ATHENA ST	HOBE SOUND	FL	33455
WILSON KENDRICK R III	PO BOX 584	BEDFORD	NY	10506
WOOLEMS JAMES M & ELEANOR R	205 EMERALD LN	PALM BEACH	FL	33480
XXXX SE COWLES STREET LLC	3218 COVE RD	TEQUESTA	FL	33469

[illegible]

Samuel T. Amerson
1124 NW Spruce Ridge Drive
Stuart, FL 34994
772-260-9613

December 19, 2017

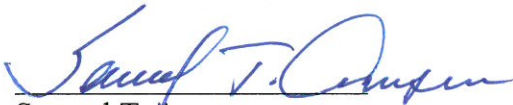
Mr. Richard Lawton, GISP
Planner II
Growth Management Department
Martin County Board of County Commissioners
2401 SE Monterey Road
Stuart, FL 34994

VIA email: rlawton@martin.fl.us

REF: Notice of Future Land Use and Zoning Change
Application #CPA 18-7 Hamm

Dear Mr. Lawton:

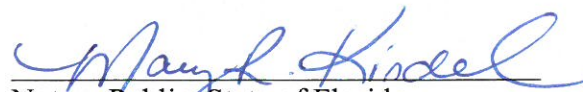
This letter is to certify that the above referenced sign was installed per Martin County requirements. The sign was posted according to and complies with the standards of the notice provisions of Article 10, Section 10.6: Development Review Procedures.


Samuel T. Amerson

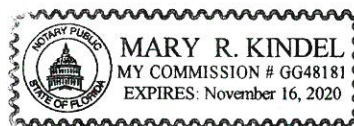
12/19/17
Date

State of Florida
County of Martin

Samuel T. Amerson, who is personally known to me, who did not take an oath, acknowledged the foregoing instrument before me on 12/19/17.


Notary Public, State of Florida

NOLUC CPA 18-7 Hamm



**NOTICE OF FUTURE LAND USE
AND ZONING CHANGE
APPLICATION #CPA 18-7
HAMM**

THIS PROPERTY IS THE SUBJECT OF AN APPLICATION TO CHANGE THE FUTURE LAND USE DESIGNATION
FROM: LOW DENSITY & LIMITED COMMERCIAL TO: CONSERVATION
AND TO CHANGE THE ZONING DESIGNATION
FROM: R-3; A3 & B1 TO: PC
CONTACT: MARTIN COUNTY GROWTH MANAGEMENT DEPARTMENT
772-288-5495

Continued from Page 14A

senger trains)

2016: 29 train collisions with person or occupied car, 20 fatalities

Still, it's nearly impossible to compare the Florida East Coast Railway corridor to any other in the United States, said Bob Ledoux, FEC senior vice president.

"FEC goes through the most crossings per mile than any other railroad of equal distance in the United States," he said. "As much as you might want to match up FEC with others, it's a tough match."

The large number of crossings per mile, as well as high population density, have created decades of safety problems that Florida East Coast has not managed to

resolve, according to Ledoux.

On Wednesday, Linda Short, 73, of Berea, Ohio, was killed after driving her car onto the Florida East Coast tracks in Delray Beach and into the path of an oncoming freight train, according to Delray Beach police.

Two days later, Melissa Lavell, 32, was killed after apparently trying to

beat an oncoming Brightline passenger train in Boynton Beach, according to police.

"After speaking with witnesses, it appears that Lavell was crossing the tracks after the guard rails were in the down position in an attempt to make it across before the train approached," police said in a statement posted online.

Mon-Fri 10-5 • Sat 10-4

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LOCALS NIGHT

the PRAWNBROKER

GRILL

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4pm-close

10 Entrees
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Outside bar is OPEN!

Sunset menu 4 - 5:30pm Daily
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TR-1863952

PAID ADVERTISEMENT

New Alternative to Adult Diapers and Catheters Sets Men Free

‘Super-comfortable,’ offers 24 hour leak-free security, available to many at little to no out-of-pocket cost!

CHICAGO —

If you're one of the four million American men who secretly wear adult diapers, or use a catheter to deal with your urinary incontinence or weak bladder, here's some life-changing news.

There's a new non-catheter alternative available that not only helps keep men dry and leak-free for up to 24 consecutive hours, but the best part is, if you're covered by Medicare, Medicaid, TriCare, and some select insurance plans, you can try this high-tech 'fluid collection' breakthrough at little to no out-of-pocket cost.



"The most degrading thing that is being in a diaper," says Tina J. "Men's Liberty to the rescue. We attended our granddaughter's graduation in comfort and without the fear. You couldn't tell he had it on, which was a big concern for him."

Invisible Under Clothing

Men's Liberty is made of a gentle, skin-friendly material called hydrocolloid, a medical-grade adhesive that softly stretches and moves with a man as he changes position.

Unlike absorbents that cause diaper rash, yeast infections, and dermatitis, Men's Liberty attaches to the tip of a man's anatomy, directing his flow to a discreet collection pouch.

It's comfortable,

un-noticeable to others, and secure.

It's this trusted sense of security that assistant registered nurse and caregiver, Mark Nagle, NAR, calls, "wonderful."

Doctor-Recommended

"It doesn't cause skin irritation, and my patients never have to worry about red spots or sores. My patient doesn't wear disposable briefs anymore, and I am happy to report that we always have a dry bed and a dry pair of pants."

For John C., Men's Liberty is a "lifesaver."

Carefree Comfort

For years, John dealt with urinary incontinence by wearing an indwelling catheter.

When he discovered Men's Liberty, his life changed. "It's allowed me to maintain my lifestyle with my work and my family."

Death of Diapers?

Will this urinary breakthrough sink the \$7 billion adult diaper industry?

Many experts think so. Because adult diapers are not covered by Medicare, the estimated four million men who use them daily pay as much as \$300 a month in out of pocket costs.

Tucson resident, Sam T., wore them for years. "I remember the continued moisture in my crotch would give me a yeast infection, not a good thing," he says.

Sam wore four or five absorbents during the day, and two or three at night. "All of that went away when I found Men's Liberty," he smiles.

Enjoy Life Again

"I can wear Men's Liberty for 24 hours with minimal interruption," says Sam, "even after drinking coffee!"

"Movies, meetings



The \$7B adult diaper industry is facing a catastrophic drop in revenue thanks to a revolutionary development in men's urological care.

and social affairs are all possible now. Our granddaughter graduated with honors from high school last week," says the beaming grandfather. "I sat beside my wife, applauding!"

During the sizzling hot Arizona summers, you'll always find Sam in a pair of cargo shorts.

"I buy my shorts with an 11-inch inseam, which is perfect for Men's Liberty," he says.

Discreet and Unnoticed

"The drain nozzle is hidden right above the hemline. So, I can stand at the urinal, like other guys, and discreetly drain the pouch, and no one notices a thing. In ten seconds, I'm good to go!"

Managing urinary incontinence in a medical setting can be challenging.

Urinary tract infections (UTIs) are frequently

caused by catheter use. If untreated, UTIs can cause a secondary infection, often resulting in hospitalization.

That's why Men's Liberty is recommended by leading healthcare professionals.

others might think of you, goes away."

"I think that Liberty is well named in that it liberates the individual to a sense of being able to perform normal tasks in a normal way."

A Grand Experiment

Curious Sam T. in Tucson wanted to see how much liquid Men's Liberty would hold.

"I can't claim to be an expert research analyst," laughs Sam, "but here is what I learned."

Sam first filled a fresh Liberty unit with water and learned that it securely held one full cup. On the top of his shelf, Sam found a few pairs of disposable briefs with built-in absorbent pads.

To his surprise, these held a whopping two cups of liquid, which may not be helpful, according to Sam.

"I saw an ad on the internet," says Sam,



Long-haul truck drivers like Wayne J. rely on Men's Liberty when they can't make the next rest stop.

"that showed some guy wearing these briefs, walking around with a big smile on his face."

"I thought to myself, yeah... if I had two cups of urine sloshing around my crotch, I wouldn't be smiling, and I would sure be walking 'funny.'"

"Also," says Sam, "the slightest pressure on an

absorbent will cause it to leak.

Men's Liberty doesn't leak and sure won't cause "funny" walking," he says.

Four Million Used!

More than 4 million Men's Liberty units have been used, with ZERO attributable UTIs or serious skin injuries.

That comes as no surprise to the thousands of healthcare professionals who recommend Men's Liberty everyday.

Dr. Fernando Borges. "I recommend Men's Liberty to patients with urinary incontinence because of the low incidents of trauma, erosion, and infection."

Covered by Medicare

Men's Liberty is covered by Medicare, Medicaid, TriCare, and most insurance plans. You could be getting Men's Liberty for little or no out-of-pocket cost!

The Men's Liberty Team will help you see if you qualify for coverage and even take care of all claims and billing to your insurance provider. No overwhelming insurance forms... it's that easy!

Free Week's Supply

Call today at 1-800-814-3259 to get a Free Week's Supply with your order! Just mention code SMC0108 to receive this special offer.

Start enjoying life again with a single phone call. With Men's Liberty, you are free to go... anytime, anywhere!

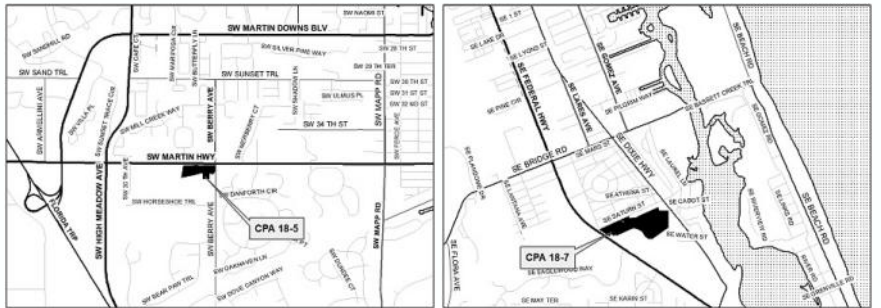
The Martin County Local Planning Agency will conduct public hearings on February 1, 2018, beginning at 7:00 P.M., or as soon thereafter as the items may be heard, to review the following items:

1. Application CPA 18-7, Hamm: A Future Land Use Map (FLUM) change from Low Density Residential and Commercial Limited to Conservation on 27-acres located just south of SE Saturn Street, between SE Federal Highway and SE Dixie Highway in Hobe Sound.
2. Application for rezoning from R-3 (Multiple-Family Residential), A-3 (Conservation District), and B-1 (Business District), to PC (Public Conservation) or the most appropriate zoning district regarding Comprehensive Plan Amendment 18-7, Hamm.
3. Application CPA 18-5, Berry Retail: A Future Land Use Map (FLUM) change from Commercial/Office Residential and Rural Density to Commercial Limited and Commercial General on four parcels consisting of 7.24 acres located at the southwest corner of Berry Avenue and Martin Highway.
4. Application for rezoning from COR-1 (Commercial Office/Residential) and A-1 (Small Farms) to LC (Limited Commercial) and GC (General Commercial) or the most appropriate zoning district regarding Comprehensive Plan Amendment 18-5, Berry Retail.

All interested persons are invited to attend and be heard. The meeting will be held in the Commission Chambers on the first floor of the Martin County Administrative Center, 2401 S.E. Monterey Road, Stuart, Florida. Written comments may be sent to: Nicki van Vonn, Director, Martin County Growth Management Department, 2401 S.E. Monterey Road, Stuart, Florida 34996. Copies of the items will be available from the Growth Management Department. For more information, contact Richard Lawton, Planner II at (772) 288-5495.

Persons with disabilities who need an accommodation in order to participate in this proceeding are entitled, at no cost, to the provision of certain assistance. This does not include transportation to and from the meeting. Please contact the Office of the ADA Coordinator at (772)-221-1396, or the Office of the County Administrator at (772) 221-2360, or in writing to 2401 SE Monterey Road, Stuart, FL, 34996, no later than three days before the hearing date. Persons using a TDD device, please call 711 Florida Relay Services.

If any person decides to appeal any decision made with respect to any matter considered at the meetings or hearings of any board, committee, agency, council, or advisory group, that person will need a record of the proceedings and, for such purpose, may need to insure that a verbatim record of the proceedings is made, which record should include the testimony and evidence upon which the appeal is to be based.



January 17, 2018

TCN-1884244