

Prepared by:
Lucido & Associates
701 SE Ocean Boulevard
Stuart, Florida 34994

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**THE PRESERVE AT LOBLOLLY NORTH
PLANNED UNIT DEVELOPMENT ZONING AGREEMENT**

THIS PLANNED UNIT DEVELOPMENT ZONING AGREEMENT, made and entered into this _____ day of _____, 2024, by and between LOBLOLLY NORTH LLC, a Florida limited liability company, hereinafter referred to as OWNER, and MARTIN COUNTY, a political subdivision of the State of Florida, hereinafter referred to as COUNTY.

WITNESSETH:

WHEREAS, OWNER is the fee simple title holder of the property situated in Martin County, Florida, and more particularly described the legal description attached and incorporated as Exhibit A; and

WHEREAS, it is the desire of OWNER to develop a Planned Unit Development (“PUD”) to be known as The Preserve at Loblolly North consisting of: a residential development of up to 13 residential lots, lakes, preserve areas, common areas, riparian access and passive recreational uses; and

WHEREAS, a Florida not-for-profit corporation, hereinafter referred to as ASSOCIATION, will provide for the maintenance, operation and management of the roads, streets, rights-of-way, preserve areas, recreational facilities, and other common facilities within THE PRESERVE AT LOBLOLLY NORTH PUD; and

WHEREAS, this type of unified development is permitted in Martin County subject to a binding written document negotiated between OWNER and COUNTY in order to introduce flexibility into the strict zoning and development regulations in a manner that is mutually beneficial to COUNTY and the development and to encourage enlightened and imaginative approaches to community planning.

NOW, THEREFORE, the parties do hereby agree as follows:

1. UNIFIED CONTROL

OWNER hereby warrants that it has, as a result of fee simple ownership, unified ownership of all real property included in this PUD. Documents certifying title are attached and incorporated as Exhibit B. A Covenant of Unified Control by OWNER is attached and incorporated as Exhibit C.

2. DEVELOPMENT

OWNER agrees that this PUD will be undertaken and carried out in accordance with the following:

2.1 The master/final site plan approved by COUNTY, a copy of which is attached and incorporated as Exhibit D. Approval of the master/final site plan shall authorize OWNER to submit the subdivision plat in accordance with the terms and conditions of the approved master/final site plan. Approval of the master/final site plan by COUNTY shall constitute the final approval necessary for construction of the development.

2.2 The subdivision plat to be approved by COUNTY in accordance with such laws, ordinances, and regulations as may be in effect at the time of such approval.

2.3 The Timetable for Development, which is attached and incorporated as Exhibit E.

2.4 The conditions and requirements agreed to by COUNTY and OWNER as set forth in the Special Conditions, attached and incorporated as Exhibit F.

2.5 Permits and authorizations granted in accordance with such laws, ordinances and regulations as may be in effect at the time of such approval.

3. VESTED RIGHTS

OWNER shall have the right to develop the PUD in accordance with applicable laws, ordinances and regulations, the provisions and requirements of this PUD Agreement, the approved master site plan, final site plan, construction plans, landscape plan, preserve area management plan, and subdivision plat, hereinafter sometimes collectively referred to as development orders. OWNER, its successors, assigns, shall have no vested rights in any expired development orders for this PUD. The County shall be held

harmless from any and all liability stemming from any disputes between OWNER, its successors, assigns, predecessors in title or other property owners within the PUD regarding any development under this PUD Agreement.

4. COMMON AREAS, COVENANTS, CONDITIONS AND RESTRICTIONS

- 4.1 OWNER shall create a Declaration of Covenants, Conditions and Restrictions for THE PRESERVE AT LOBLOLLY NORTH PUD, hereinafter the Covenants and Restrictions, which shall be submitted as part of the application for the first subdivision plat. A copy of the Covenants and Restrictions shall be recorded at the time of the recording of the first subdivision plat. As part of said Covenants and Restrictions, ASSOCIATION shall be established for the maintenance, operation and management of the roads, streets, rights-of-way, preserve areas, recreational facilities, infrastructure serving the development and other common facilities (hereinafter sometimes referred to as Common Areas). The roads, streets, rights-of-way, preserve areas, landscape areas, recreational facilities, and other common facilities of the PUD shall be shown on the approved master plan, final site plan(s), and subdivision plat(s). The Covenants and Restrictions shall be in conformity with such laws, ordinances, and regulations as may be in effect at the time of the approval of the first subdivision plat.
- 4.2 Except for conveyances to governmental entities, it shall be deemed a breach of this PUD Agreement for any land to be conveyed by OWNER by way of an instrument that does not contain the Covenants and Restrictions or incorporate them by reference thereto.
- 4.3 ASSOCIATION shall not be dissolved nor shall it dispose of any Common Areas, by sale or otherwise, except to an entity conceived and organized to own and maintain the Common Areas, without first receiving approval of COUNTY. COUNTY, as a condition precedent to the dissolution or disposal of the Common Areas, may require dedication of the Common Areas to the public as deemed necessary.

4.4 In the event that COUNTY determines that the ASSOCIATION, or any successor organization, has failed at any time to maintain the Common Areas of the PUD in reasonable order and condition in accordance with the approved development orders and applicable laws, ordinances, and regulations, then COUNTY shall serve written notice by certified mail, return receipt requested, upon such ASSOCIATION and upon each owner of real property within the PUD, which notice shall set forth the manner in which the ASSOCIATION has failed to maintain the Common Areas in reasonable order and condition, and shall demand that such failure be remedied within thirty (30) days of the sending of such notice or, in the alternative, that such ASSOCIATION appear before COUNTY at a specified time (at least ten (10) days but not more than thirty (30) days after the sending of such notice) either to contest the alleged failure to maintain the Common Areas or to show cause why it cannot remedy such failure within the thirty (30) day period. If such failure has not been remedied within the thirty (30) day period or such longer period as COUNTY may allow, then COUNTY, in order to preserve the taxable values of the real property within the PUD and to prevent the Common Areas from becoming a public nuisance, shall hold a public hearing to consider the advisability of the COUNTY entering upon such Common Areas and maintaining them for a period of one (1) year. Notice of such hearing shall be sent by certified mail, return receipt requested, to the ASSOCIATION involved and to each owner of real property within the PUD. Such notice shall be sent at least fifteen (15) days in advance of the hearing. At such hearing, COUNTY may determine that it is advisable for COUNTY to enter upon such Common Areas, take non-exclusive possession of them and maintain them, according to COUNTY standards, for one (1) year. Such entry, possession, and maintenance shall not be deemed a trespass when done in accordance with the procedures set forth above. In no event shall any such entry,

possession, and maintenance be construed to give the public or COUNTY any right to use the Common Areas.

- 4.5 COUNTY may, upon public hearing with notice given in the same manner as above, return possession and maintenance of such common areas to the ASSOCIATION, or successor organization, abandon such possession and maintenance, or continue such possession and maintenance for an additional one (1) year period. The cost of such maintenance by COUNTY shall be assessed ratably against the real properties within the PUD, the owners of which have the right to the use and enjoyment of the Common Areas and shall become a charge or lien on said properties if not paid within thirty (30) days after the receipt of a statement therefor.

5. DESTRUCTION

In the event that all or a portion of the PUD should be destroyed by a storm, fire, or other common disaster, OWNER, its grantees, successors or assigns and/or the ASSOCIATION, shall have the right to rebuild and/or repair so long as there is strict compliance with the approved master site plan, final site plan(s), subdivision plat(s), and development orders.

6. CHANGE OR AMENDMENT

A. There shall at all times be a strict adherence to the provisions of the PUD Agreement and the approved development orders. Any change or amendment to the PUD Agreement and/or the approved development orders shall only be made in accordance with Section 10.15, Amendments to Approved Development Orders, Land Development Regulations, Martin County Code (LDR).

B. Notwithstanding Paragraph 6.A., OWNER, its successors in interest and COUNTY may amend or terminate this PUD Zoning Agreement without securing the consent of other property owners whose property is subject to the PUD Zoning Agreement, unless such amendment or termination directly and materially modifies the allowable uses or entitlements of such owners' property.

7. BREACH OF AGREEMENT

7.1 Development of THE PRESERVE AT LOBLOLLY NORTH PUD shall at all times be in compliance with the PUD Agreement and the approved development orders. Failure to comply with a development order may result in the suspension of that development order, the cessation of COUNTY processing of all applications for development on the subject property and any associated phases, or termination of the development order pursuant to Section 10.14.G, Failure to Comply with the Conditions of an Approved Development Order, LDR.

7.2 Any person, including the Board of County Commissioners, hereinafter sometimes referred to as Board, or any member of the Board of County Commissioners, may file a complaint with the county administrator alleging that a development order has been violated, that unauthorized development has occurred, or that misrepresentation, fraud, deceit, deliberate error or omission, or a material omission that should have been disclosed regarding information required in a development application has occurred. In the event that such a complaint is filed, it shall be addressed as set forth in Section 10.14.G, LDR.

7.3 The above provisions shall not be interpreted to provide an exclusive remedy, and COUNTY may pursue any appropriate remedy at law or equity in the event OWNER or his successors in interest fail to abide by the provisions of this PUD Agreement.

8. JURISDICTION

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

9. SUCCESSORS AND ASSIGNS

This PUD Agreement shall be binding upon the parties hereto, their successors in interest, heirs, assigns, and personal representatives.

10. NOTICE

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

OWNER: Loblolly North LLC
Attn: Michael Reilly
7407 SE Hill Terrace
Hobe Sound, Florida 33455

With required copy to:

Becker & Poliakoff
Attn: Jane L. Cornett, Esq.
759 SW Federal Hwy, Suite 213
Stuart, Florida 34994

COUNTY: County Administrator
Martin County
2401 S.E. Monterey Road
Stuart, Florida 34996

With required copy to:

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

Notice given in accordance with the provisions of this Section shall be deemed to be delivered and effective on the date of hand delivery; or on the second day after the date of the deposit with an overnight courier; or on the date upon which the return receipt is signed, or delivery is refused, or the notice is designated by the postal authorities as not delivered if mailed; or on the second business day after the

date of mailing by regular U.S. mail. Either party may change its address for the purpose of this Section by written notice to the other party given in accordance with the provisions of this Section.

11. ENTIRE AGREEMENT

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

12. SEVERABILITY

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

13. STATUTORY REFERENCES

Any references to laws, ordinances, codes, or other regulations shall include amendments to such laws, ordinances, codes, or other regulations.

14. ADEQUATE PUBLIC FACILITIES EVALUATION

OWNER is electing to proceed with a reservation of capacity by way of the master/final site plan development order for the subject property.

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

OWNER

LOBLOLLY NORTH LLC, a Florida limited liability company

Printed Name: _____
Address: _____

By: Loblolly Community Service Corporation, a Florida not-for-profit corporation, Its Manager

Witness #1

By: _____
Print Title: _____

Printed Name: _____
Address: _____

Witness #2

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2024 by _____, as _____ of Loblolly Community Service Corporation, the Manager of LOBLOLLY NORTH LLC, a Florida limited liability company, on behalf of said entity, who is personally known or has produced a driver's license as identification.

Notary Public
Print Name: _____
My Commission Expires: _____

COUNTY

ATTEST:

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

Carolyn Timmann
Clerk of the Circuit Court and Comptroller

By: _____
Harold E. Jenkins II, Chairman

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

(COMMISSION SEAL)

Elysse Elder, Deputy County Attorney

EXHIBIT A
LEGAL DESCRIPTION

LOTS THIRTY-FOUR (34) AND THIRTY-FIVE (35), ACCORDING TO THE PLAT OF "GOMEZ GRANT AND JUPITER ISLAND" AS RECORDED IN PLAT BOOK 1, PAGE 80 OF THE PUBLIC RECORDS OF PALM BEACH (NOW MARTIN) COUNTY, FLORIDA. LESS AND EXCEPT THE NORTH 265.99 FEET OF LOT 35. CONTAINING 51.33 ACRES, MORE OR LESS.

EXHIBIT B

OWNERSHIP CERTIFICATE

I, Jane L. Cornett, Esq., a member of the Florida Bar, hereby certify that the record title to the property described in Exhibit A to the Planned Unit Development Zoning Agreement dated the _____ day of _____, 2024, by and between LOBLOLLY NORTH LLC, a Florida limited liability company, and COUNTY, is in the ownership of LOBLOLLY NORTH LLC, a Florida limited liability company.

Dated this _____ day of _____, 2024.

Name: Jane L. Cornett, Esq.
Becker & Poliakoff
Address: 759 SW Federal Hwy., Suite 213
Stuart, Florida 34994
Florida Bar # 330051

EXHIBIT C

UNIFIED CONTROL

The undersigned, being the owner of the property described in Exhibit A, to the Planned Unit Development Zoning Agreement (PUD Agreement) dated the _____ day of _____, 2024, between LOBLOLLY NORTH LLC, a Florida limited liability company, and COUNTY, does hereby covenant and agree that: the property described in Exhibit A shall be held under single ownership, and shall not be transferred, conveyed, sold or divided in any unit other than in its entirety; provided, however that individual subdivision lots or fully constructed condominium units, if any, may be conveyed to individual purchasers in accordance with and subject to the terms and conditions of the PUD Agreement.

In addition, the following conveyances shall be permitted:

1. If the PUD is designed and planned to be developed in phases or portions of phases, and each phase or portion of a phase complies with the requirements contained within the PUD Agreement, then each phase or portion of phase may be conveyed separately upon final site plan and plat approval of that phase or portion of a phase.
2. Common elements, common open areas, and developed recreation areas, if any, may be conveyed to a property owners' association or other legal entity so long as such conveyance shall be subject to the express restriction that the subject property will never be used for any purpose other than as common elements, common open areas, or developed recreation areas as applicable.
3. Other portions of the subject property may be conveyed and used or maintained by governmental, environmental, charitable, or other organizations or agencies for such purposes as the Board of County Commissioners of Martin County, Florida may deem appropriate.

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

The undersigned further agrees that the conditions, restrictions, and limitations contained herein shall be deemed a covenant running with the land and shall remain in full force and effect and be binding on the undersigned, its successors and assigns, until such time as the same may be released in writing by the Board of County Commissioners of Martin County, Florida.

The undersigned further agrees that this instrument shall be recorded in the public records of Martin County, Florida.

IN WITNESS WHEREOF, the parties hereto have executed these presents on the dates indicated below.

OWNER

LOBLOLLY NORTH LLC, a Florida limited liability company

Printed Name: _____
Address: _____

By: Loblolly Community Service Corporation, a Florida not-for-profit corporation, Its Manager

Witness #1

By: _____
Print Title: _____

Printed Name: _____
Address: _____

Witness #2

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2024 by _____, as _____ of Loblolly Community Service Corporation, the Manager of LOBLOLLY NORTH LLC, a Florida limited liability company, on behalf of said entity, who is personally known or has produced a driver's license as identification.

Notary Public
Print Name: _____
My Commission Expires: _____

EXHIBIT D

Master/final site plan as approved by Martin County Board of County Commissioners to be attached as Exhibit D.

EXHIBIT E

TIMETABLE FOR DEVELOPMENT

- A. THE PRESERVE AT LOBLOLLY NORTH PUD shall be constructed in one phase in accordance with this timetable of development.
- B. Final site plan approval must be obtained within one (1) year of the master site plan approval.
- C. Construction must commence within one (1) year of final site plan approval.
- D. All infrastructure must be completed within two (2) years of final site plan approval.
- E. The core infrastructure improvements, consisting of the required stormwater management system, the appropriate NPDES components, stabilized roadways, and adequate fire protection must be completed before issuance of building permits. All required improvements, including but not limited to roads, sidewalks, stormwater and drainage facilities, utilities, landscaping, recreational amenities and those identified on the final site plan must be substantially completed, as determined by the County Engineer, prior to the issuance of any certificate of occupancy.

EXHIBIT F

SPECIAL CONDITIONS

1. ADDITIONAL REQUIREMENTS

THE PRESERVE AT LOBLOLLY NORTH PUD shall comply with all requirements of the Martin County Comprehensive Growth Management Plan. Unless specifically provided for within this PUD Agreement, THE PRESERVE AT LOBLOLLY NORTH PUD shall comply with all requirements of the General Ordinances and Land Development Regulations, Martin County Code.

2. DRAINAGE/STORMWATER MANAGEMENT

- A. It shall be OWNER's sole responsibility to obtain the necessary drainage/stormwater management permits from the South Florida Water Management District (SFWMD). In no event shall COUNTY bear the responsibility for aiding OWNER in obtaining permits from the SFWMD or funding the improvements necessary to develop THE PRESERVE AT LOBLOLLY NORTH PUD.
- B. In order to ensure that the PUD's drainage/stormwater management system functions as designed and permitted in perpetuity, OWNER shall maintain the PUD's drainage/stormwater management system according to the Stormwater Management System Maintenance Plan and Lake Area Management Plan to be submitted with the first final site plan application. The Maintenance Plan will provide that OWNER shall be responsible for performing the specific inspections and maintenance operations on the stormwater management system on-site and off-site as approved by the Board of County Commissioners at final site plan approval in order to ensure it functions as intended and as approved by COUNTY. Neither COUNTY nor the SFWMD shall have any responsibility in maintaining the system.

3. EFFLUENT IRRIGATION

When available, OWNER agrees to accept wastewater effluent (also reclaimed water) for irrigation, in sufficient quality and quantity in accordance with the South Florida Water Management District and Department of Environmental Protection rules, at such rates and charges as may then be charged by the utility. It shall be the OWNER'S sole responsibility to obtain the necessary permits and extend the reclaimed water main to the site for connection of the irrigation system. OWNER shall design the irrigation system within this project to accommodate spray irrigation with wastewater effluent and provide adequate area for storage of such effluent.

4. EMERGENCY / CONSTRUCTION ACCESS

The permanent "exit-only" emergency access indicated on the master site plan or final site plan(s) shall be primarily for emergency vehicles; if gates are featured, a radio activated remote access system and Knox switches or locks approved by the Fire Marshal are required. OWNER shall secure the emergency access in a manner acceptable to COUNTY. The temporary construction access indicated on the master site plan or final site plans shall be primarily for construction equipment and material delivery vehicles and shall be removed or converted to a permanent access prior to the issuance of any Certificate of Occupancy. Any emergency/construction/delivery access indicated on the master site plan, final site plans

and subdivision plats shall be primarily for emergency vehicles and construction and delivery vehicles, but may also be used by residential unit owners. OWNER shall secure the emergency/construction/delivery access in a manner acceptable to COUNTY. If gates are featured, a radio activated remote access system and knox switches, or locks approved by the Fire Marshal are required

5. PROTECTED SPECIES

In the event that it is determined that any protected plant or animal species, as designated by State and Federal listing agencies is resident on or otherwise is significantly dependent upon THE PRESERVE AT LOBLOLLY NORTH PUD, OWNER shall cease all activities which might negatively affect that individual or population and immediately notify Martin County, the Florida Fish and Wildlife Conservation Commission (FFWCC) and U.S. Fish and Wildlife Service (USFWS). Construction may resume when proper protection or permitting, required by the designated state and federal listing agencies, is provided by OWNER.

Gopher Tortoises – In Florida, gopher tortoises are a protected species. No land clearing or construction shall occur until all tortoises that will be impacted are relocated to upland preservation areas or off-site, as authorized by FFWCC. A certified environmental professional will supervise clearing in the areas of the gopher tortoise burrows. Tortoises inhabiting burrows in areas to be developed will be captured and relocated using methodology approved by FFWCC and conducted by an environmental professional possessing a valid relocation permit. During clearing and grubbing operations, equipment operators will be notified of the occurrence of gopher tortoises on-site and instructed to observe for roaming and foraging individuals. Should gopher tortoises be seen during the clearing and grubbing, all equipment operations will be stopped, and the gopher tortoises will be captured and relocated. Once the tortoise(s) have been safely relocated, equipment operation can resume.

Endemic Species - All gopher tortoise relocation efforts will include trapping of endangered endemic species that may live in the burrow.

Relocation of Tortoises - The Martin County Environmental Planning Administrator will be notified and will be provided with a copy of the Gopher Tortoise Relocation Permit as required from FFWCC. Every attempt shall be made to relocate within Martin County.

6 FIRE PROTECTION

All structures, other than detached one- and two- family residences, which exceed 5,000 square feet or are more than one story in height shall be equipped with a sprinkler system installed in accordance with NFPA 13, Standards for Automatic Sprinkler Protection, and NFPA 14, Standards for Standpipes. Compliance with all other provisions of the National Fire Protection Association is required. Specifically, stabilized roads and hydrant installations shall be completed before issuance of building permits pursuant to NFPA 241. Hydrants shall be located within 500 feet of each residential building. Multi-family units constructed as attached townhouse units which may be individually conveyed as platted lots or condominium units may provide fire sprinkler systems in accordance with NFPA 13D.

Residential dwelling units shall utilize Class A asphalt or fiberglass shingles, slate or clay tiles, cement, concrete or metal roofing, terra cotta tiles or other fire resistant roofing materials. Residential dwelling units shall utilize non-combustible or fire resistant siding and soffits.

7. IRRIGATION

Irrigation for THE PRESERVE AT LOBLOLLY NORTH PUD will be supplied by South Martin Regional Utilities.

8. PRESERVE AREAS

- A. The approved Preserve Area Management Plan (PAMP) is attached as Exhibit G.
- B. No construction or alteration shall be permitted within any of the Preserve Areas except in compliance with a Preserve Area Management Plan approved by COUNTY. The precise location of all Preserve Areas shall be staked and surveyed prior to final site plan approval of the applicable phase and shall be fenced prior to and during construction of that phase.

9. SCHOOL IMPACT

OWNER shall obtain a letter of "No Objection" from the Martin County School Board prior to final site plan approval for any residential unit within THE PRESERVE AT LOBLOLLY NORTH PUD.

10. SUSTAINABLE DESIGN STANDARDS

The following sustainable standards have been incorporated into the design of the master site plan for THE PRESERVE AT LOBLOLLY NORTH PUD. Further refinements of these standards and the specific implementation thereof shall be incorporated into the final design of the development and compliance with such standards shall be demonstrated with each application for final site plan approval.

- A. Pedestrian walkways and bicycle paths shall link neighborhood pods and shall provide linkage to natural and manmade open spaces and recreation areas, wherever possible.
- B. Every effort shall be made to provide monuments, focal points, and places for gathering within the community. Such focal points are identified on the master final site plan.
- C. "Streetscaping" including shade trees along walkways and the access roads, shall be added to avoid the "sea of asphalt" and "line of cars" affect and to provide a more meaningful balance between green spaces and dwellings. Shade trees that primarily consist of native species shall be provided along the roadway in a manner that will maintain their long-term survival and health for perpetuity. These shade trees shall be protected and maintained to avoid future conflicts with structures and utilities using practices in accordance with ANSI standards that include canopy pruning to promote good structure and growth as well as root pruning and buried root barriers to protect sidewalks, driveways, utilities, and valley gutters. Damage to infrastructure, sidewalks, and structures shall be remedied by their replacement, relocation or use of alternative sidewalk materials, root pruning, root barrier installation, and/or sidewalk relocation in lieu of street tree removal.
- D. The ASSOCIATION shall maintain all common areas and preservation areas free of prohibited plant species as defined in the Land Development Regulations, Martin County Code and free of invasive plant species designated as Category I by the Florida Invasive Species Council (FISC) or the Florida Exotic Pest Plant Council (FEPPC).

The addition of sustainable design features beyond what is indicated on the master site plan shall be considered consistent with the master site plan and shall not require an amendment to the PUD Agreement.

11. TEMPORARY CONSTRUCTION OFFICE AND TEMPORARY SALES OFFICE

OWNER may establish and maintain on the property a temporary construction office and / or a temporary sales office in a location approved by the Growth Management Department Director during the period that the property is being developed and until three (3) months following the issuance of the last certificate of occupancy for a unit. A bond for the removal of the construction office shall be supplied to COUNTY.

12. TIME SHARING OR INTERVAL OWNERSHIP PROHIBITED

The units to be constructed within THE PRESERVE AT LOBLOLLY NORTH PUD shall not be sold nor shall title be conveyed or transferred on the basis of time sharing or interval ownership.

13. TRAFFIC IMPROVEMENTS

OWNER shall construct a crosswalk on SE Gomez Avenue as shown on the master/final site plan and pay a fee in lieu of constructing a sidewalk in an amount equal to \$25 per linear foot of frontage on Gomez Avenue. Said fee must be paid within 60 days of County Commission approval of the PUD Zoning Agreement.

14. USES AND DEVELOPMENT STANDARDS

Except as provided for within this PUD Agreement, the requirements of Article 3, Land Development Regulations, Martin County Code, and specifically the RE-1/2A zoning district shall apply to the development of THE PRESERVE AT LOBLOLLY NORTH PUD.

15. WATER/WASTEWATER

Water and wastewater services for THE PRESERVE AT LOBLOLLY NORTH PUD shall be provided by South Martin Regional Utilities. OWNER shall provide an executed copy of an agreement for such service within sixty (60) days of final site plan approval for THE PRESERVE AT LOBLOLLY NORTH PUD. For water conservation purposes, OWNER shall individually meter each residential unit and/or accessory structure.

16. PUBLIC BENEFITS:

- A. OWNER shall contribute \$13,000.00 to the Martin County Community Land Trust within 60 days of final site plan approval.
- B. OWNER shall contribute \$10,000.00 to the Martin County Board of Commissioners within 60 days of final site plan approval to aid the Public Works Department for construction upgrades at the intersection of SE Osprey Street and SE Dixie Highway.
- C. OWNER shall contribute \$6,000.00 to the Martin County Board of Commissioners within 60 days of final site plan approval to go towards the purchase of GLANCE traffic preemption device that will aid the Fire Department with the traffic light system and allow a quicker and safer response time.

- D. OWNER shall restore approximately 0.27 acres of pine flatwoods and 0.23 acres of scrub habitat adjacent to existing upland preserve in accordance with the approved PAMP;
 - E. OWNER shall create 0.68 acres of wetlands by removal of the disturbed upland buffer between wetland 1 and wetland 2 in accordance with the approved PAMP.
17. Riparian access through the preserve areas shall be allowed in accordance with the shoreline protection zone provisions of the Martin County Comprehensive Growth Management Plan and Land Development Code. Such access shall be authorized without a PUD Amendment.

EXHIBIT G

PRESERVE AREA MANAGEMENT PLAN