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**EIGHTIETH AMENDMENT TO MARTIN
DOWNS PLANNED UNIT DEVELOPMENT
ZONING AGREEMENT**

THIS EIGHTIETH AMENDMENT TO THE MARTIN DOWNS PLANNED UNIT DEVELOPMENT ZONING AGREEMENT (“Amendment”), made and entered into this _____ day of _____, 2025, by and between **AC MERIDIAN MARINA LLC**, a Texas 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, after appropriate notice, public hearing and approval, Southern Land group, Inc. and Southern Realty Group, Inc. (“Developer”), and COUNTY on or about the 8th day of August, 1980, entered into a Planned Unit Development Zoning Agreement for the development of a project in Martin County, Florida, Known as “Martin Downs”, which Agreement is recorded in Official Records Book 502 beginning at Page 1646 of the Public Records of Martin County, Florida, which Agreement, as amended from time to time, is hereinafter referred to as the “Martin Downs PUD Agreement”; and

WHEREAS, Developer did, on that same date, receive a Development Order from COUNTY for the Martin Downs Development of Regional Impact (“Martin Downs DO”); and

WHEREAS, OWNER is the successor in title and interest to Developer with respect to the property in Martin Downs identified as Phase I, II and IV of Parcel 29 previously known as

Martin Downs Marina, Martin Downs Yacht Club, Martin Downs Boating Club and Martin Downs Marina Village but now known as Meridian Marina, said property being more particularly described on Exhibit A, attached hereto and incorporated herein (the “Parcel 29 Property”); and

WHEREAS, OWNER desires to amend the Martin Downs PUD Agreement, applicable to the Parcel 29 Property, to revise Exhibit D, Revised Master Site Plan, Phasing Plan and Phase II Revised Final Site Plan reflecting a certain revisions to Phase IV and a final site plan for Phase IV; and

WHEREAS, OWNER desires to further amend the Martin Downs PUD Agreement to allow revisions to the timetable for development of the Parcel 29 Property; and

WHEREAS, OWNER further desires to amend the Martin Downs PUD Agreement to allow additions to Special Conditions for the Parcel 29 Property.

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

1. The above recitations are true and correct and are incorporated herein by reference.
2. Exhibit D, Revised Master Site Plan, Phasing Plan and Phase II Revised Final Site Plan for the Parcel 29 Property is hereby deleted and replaced with attached Exhibit D. Exhibit D contains the following amendments:
 - 2.1 Revise Phase II Final Site Plan to reflect the proposed dumpster enclosure and relocate parking stalls; and
 - 2.2 Revise Phase IV Final Site Plan to increase the size of the proposed restaurant from 6,000 sf, to approximately 6,261 sf; and
 - 2.3 Remove the previously approved two accessory dwelling units from the Phase IV waterfront building; and
 2. 4 Reduce marine sales operations, retail, and office area to approximately 1,209 sf; and

2.5 Increase boat sales and office area from 1,200 sf to approximately 1,768 sf.

3. Parcel 29 Property Phase II and Phase IV Timetable of Development and Construction Schedule and Martin Downs Phasing Plan is amended to:

3.1 Require completion of construction and expansion of boat storage building, additional parking, required landscaping and supporting infrastructure by **May 31, 2028**; and

3.2 Require completion of construction of revised Phase IV waterfront building by **March 31, 2029**.

4. The Special Conditions for the Parcel 29 Property in the Martin Downs PUD Agreement are revised to insert the following condition:

4.1 On weekdays, the restaurant shall cease operations at 9:00 PM Eastern Standard Time. On weekends, the restaurant shall cease playing music by 9:00 PM Eastern Standard Time and shall cease operations at 10:00 PM Eastern Standard Time.

4.2 All other Special Conditions for the Parcel 29 Property in the Martin Downs PUD Agreement remain unchanged.

5. This Amendment is consistent with the Martin County Comprehensive Growth Management Plan.

6. OWNER has demonstrated compliance with the requirements of Section 5.32.D., Procedures to Obtain Certificate of Public Facilities Reservation, Land Development Regulations, Martin County Code and accordingly, the approval of this PUD shall constitute the issuance of a Certificate of Public Facilities Reservation.

7. All the terms and conditions of the Martin Downs PUD Agreement, which are not specifically amended or revised by this Amendment, shall remain in full forces and effect as stated

therein.

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

WITNESSES:

OWNER

Printed Name:_____

AC MERIDIAN MARINA, LLC a Texas
limited liability company

Address:_____

By: AQUA MARINA, LLC, a Texas limited
liability company

Printed Name:_____

By:_____
Austin Cameron, Manager
Address:_____

Address:_____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this _____ day of _____, 2025, by Austin Cameron, as Manager of Aqua Marina, LLC, a Texas limited liability company on behalf of AC Meridian Marina, LLC, a Texas limited liability company, to me known to be the person described herein and who executed the foregoing instrument and acknowledged before me that he executed same. Witness my hand and official seal in the County and State last aforesaid this ____ day of _____, 2025.

(Notarial Stamp)

Notary Public
My Commission Expires:

ATTEST:

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

Carolyn Timmann,
Clerk of the Circuit Court and Comptroller

Sarah Heard, Chair

APPROVED AS TO
FORM AND LEGAL SUFFICIENCY

Elysse A. Elder
Acting County Attorney

Pursuant to Sec. 695.26, F.S.
Robert S. Raynes, Jr., Esq.
Gunster, Yoakley & Stewart, P.A.
800 SE Monterey Commons Blvd.,
Suite 200
Stuart, Florida 34996

EXHIBIT A

[LEGAL DESCRIPTION OF PARCEL 29]

PARCEL 1:

PLAT NO. 35 MARTIN DOWNS P.U.D., according to the Plat thereof, as recorded in Plat Book 11, Page 25, of the Public Records of Martin County, Florida, less and except S.W. Chapman Way as accepted by Martin County in Official Records Book 970, Page 277, Public Records of Martin County, Florida.

PARCEL 2:

Lots 23, 24 and 25, Plat No. 40, being a portion of Parcel No. 29, Martin Downs P.U.D., according to the Plat thereof recorded in Plat Book 11, Page 67, Public Records of Martin County, Florida.

PARCEL 3:

A parcel of land, lying in Government Lot 1, Section 7 and Government Lot 3, Section 8 and over a portion of RIVERVIEW SUBDIVISION, as recorded in Plat Book 5, Page 1, of the Public Records of Palm Beach (now Martin) County, Florida, lying in Township 38 South, Range 41 East, Martin County, Florida, as described as follows:

Commence at the Southwest corner of Plat No. 35, MARTIN DOWNS, P.U.D., as recorded in Plat Book 11, Page 25, of the Public records of Martin County, Florida, said Southwest corner being also a point of the East right-of-way line of Southwest Mapp Road; thence North $00^{\circ}27'46''$ East, along said right-of-way line, a distance of 278.28 feet; thence South $48^{\circ}18'28''$ East, a distance of 37.60 feet to a point on a curve, concave to the North having a radius of 215.00 feet, the radius point of which bears North $07^{\circ}21'01''$ West; thence Easterly, along the arc of said curve, through a central angle of $07^{\circ}48'35''$, a distance of 29.31 feet to the point of reverse curvature of a curve, concave to the South, having a radius of 77.50 feet; thence Easterly, along the arc of said curve, through a central angle of $15^{\circ}01'27''$, a distance of 20.32 feet to the point of reverse curvature of a curve, concave to the North, having a radius of 302.11 feet; thence Easterly, along the arc of said curve, through central angle of $30^{\circ}01'49''$, a distance of 158.34 feet; thence South $29^{\circ}53'40''$ East, a distance of 50.00 feet to the point of beginning of the herein described parcel of land an a point on the South right-of-way line of Southwest Chapman Way as shown on Plat No. 40, MARTIN DOWNS P.U.D, as recorded in Plat Book 11, Page 67, of the Public Records of Martin County, Florida; thence North $60^{\circ}06'20''$ East, a distance of 77.07 feet to the Point of curvature of a curve, concave to the South, having a radius of 180.00 feet; thence Easterly, along the arc of said curve,

through a central angle of $30^{\circ}01'49''$, a distance of 94.34 feet; thence South $89^{\circ}51'51''$ East, a distance of 617.72 feet to the point of curvature of a curve, concave to the Northwest, having a radius of 50.00 feet; thence Northeasterly, along the arc of said curve, through a central angle of $52^{\circ}41'00''$, a distance of 45.97 feet; thence North $37^{\circ}27'09''$ East a distance of 134.00 feet; thence South $52^{\circ}32'51''$ East, a distance of 142.88 feet; thence South $60^{\circ}47'34''$ West, a distance of 94.77 feet; thence South $28^{\circ}37'30''$ East, a distance of 6.00 feet; thence North $60^{\circ}47'34''$ East, a distance of 120.00 feet; thence South $50^{\circ}43'17''$ East, a distance of 34.48 feet; thence South $78^{\circ}41'06''$ West, a distance of 47.90 feet; thence South $61^{\circ}21'30''$ West, a distance of 109.99 feet; thence South $28^{\circ}37'30''$ East, a distance of 26.00 feet; thence South $56^{\circ}26'53''$ West a distance of 65.70 feet; thence North $89^{\circ}51'38''$ West, a distance of 500.00 feet; thence South $00^{\circ}08'23''$ West, a distance of 125.00 feet; thence North $89^{\circ}51'38''$ West, a distance of 287.99 feet to a point on a curve concave to the Northeast having a radius of 140.00 feet, the radius point of which bears North $33^{\circ}26'57''$ East; thence Northwesterly, along the arc of said curve, through a central angle to $36^{\circ}44'38''$, a distance of 89.78 feet; thence North $19^{\circ}48'25''$ West, a distance of 95.39 feet to the Point of Beginning.

EXHIBIT D

**REVISED MASTER PLAN, PHASING PLAN AND
PHASE II AND PHASE IV REVISED FINAL SITE PLAN FOR THE PARCEL 29 PROPERTY**