



Martin County, Florida
Growth Management Department
DEVELOPMENT REVIEW DIVISION
2401 SE Monterey Road, Stuart, FL 34996 772-288-5495 www.martin.fl.us

DEVELOPMENT REVIEW APPLICATION

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A. GENERAL INFORMATION

Type of Application: PUD Final Site Plan



Name or Title of Proposed Project: The Ranch PUD - Phase 1 Final Site Plan

Brief Project Description:

Please see attached project narrative.

Was a Pre-Application Held? ☐ YES/NO ☒ Pre-Application Meeting Date: _____

Is there Previous Project Information? ☒ YES/NO ☐

Previous Project Number if applicable: S239-004 and S2339-005

Previous Project Name if applicable: Calusa Creek/The Ranch PUD (Ord. 2024-1222/2014-1223)

Parcel Control Number(s)

2239400000000000204

2339400000000000408

2739400000000000105

2539400000000000109

2639400000000000205

3539400000000000108

3439400000000000101

3639400000000000106

B. PROPERTY OWNER INFORMATION

Owner (Name or Company): JWA Ranch, LLC

Company Representative: Kenneth S. Bakst

Address: 13401 Oakmeade

City: Palm Beach Gardens, State: FL Zip: 33418

Phone: Contact Agent Email: Contact Agent

C. PROJECT PROFESSIONALS

Applicant (Name or Company): JWA Ranch, LLC

Company Representative: Kenneth S. Bakst

Address: 13401 Oakmeade

City: Palm Beach Gardens, State: FL Zip: 33418

Phone: Contact Agent Email: Contact Agent

Agent (Name or Company): Urban Design Studio & Tyson J. Waters, Esq. (Fox McCluskey
Bush Robinson, PLLC)

Company Representative: UDS: Ken Tuma, Rob Dinsmore, and Tyler Woolsey

Address: Please see below for Agent address and contact information.

City: _____, State: _____ Zip: _____

Phone: _____ Email: _____

Contract Purchaser (Name or Company): N/A

Company Representative: _____

Address: _____

City: _____, State: _____ Zip: _____

Phone: _____ Email: _____

Land Planner (Name or Company): Landscape Architectural Services, LLC

Company Representative: Paul Goulas and Brandon White

Address: 1708 SE Joy Haven Street

City: Port St. Lucie, State: FL Zip: 34983

Phone: 772-834-1357 Email: brandon@las-fl.com

Golf Course Architect (Name or Company): Whitman, Axland & Cutten

Company Representative: Dave Axland and Keith Cutten

Address: 64 Brant Road South

City: Cambridge, State: ON, Canada Zip: N1S 2W6

Phone: 1-226-750-3855 Email: daveaxland2@gmail.com; keith@wac.golf

Surveyor (Name or Company): GCY

Company Representative: Peter Andersen

Address: 1505 SW Martin Highway

City: Palm City, State: FL Zip: 34991

Phone: 772-286-8083 Email: PeteA@gcyinc.com

Civil Engineer (Name or Company): Kimley-Horn

Company Representative: Jason Webber and Brad Younts

Address: 1615 S. Congress Avenue, Suite 201

City: Delray Beach, State: FL Zip: 33445

Phone: 561-404-7250 Email: Jason.Webber@kimley-horn.com

Water Resource Engineer: Higgins Engineering, Inc.

Company Representative: Robert W. Higgins

Address: 4623 Forest Hill Boulevard, Suite 113, West Palm Beach, FL 33415

Phone: 561-439-7801 Email: bhiggins@higgins-eng.com

PROJECT PROFESSIONALS CONTINUED

Traffic Engineer (Name or Company): Kimley-Horn

Company Representative: Stephanie Guerra

Address: 1920 Wekiva Way

City: West Palm Beach, **State:** FL **Zip:** 33411

Phone: 561-845-0665 **Email:** Stephanie.Guerra@kimley-horn.com

Architect (Name or Company): Shope Reno Wharton

Company Representative: Jerry Hupy & David Boettcher

Address: 18 Marchall Street, Suite 114

City: South Norwalk, **State:** CT **Zip:** 06854

Phone: 202-852-7250 **Email:** J.hupy@srwol.com & d.boettcher@srwol.com

Attorney (Name or Company): Fox McCluskey Bush Robinson, PLLC

Company Representative: Tyson J. Waters, Esq.

Address: 3461 SE Willoughby Boulevard

City: Stuart, **State:** FL **Zip:** 34994

Phone: 772-287-4444 **Email:** twaters@foxmccluskey.com

Environmental Planner (Name or Company): EDC, Inc.

Company Representative: Toby Overdorf

Address: 10250 Village Parkway, Suite 201

City: Port Saint Lucie, **State:** FL **Zip:** 34987

Phone: 772-223-5200 **Email:** tobyoverdorf@edc-inc.com

Other Professional (Name or Company): Environmental - Nautilus Strategies

Company Representative: Robert M. Brown

Address: 711 SE Krueger Parkway

City: Stuart, **State:** FL **Zip:** 34996

Phone: **Email:** rmb@nautilusstrategies.com

D. Completeness Sufficiency Review

Applications submitted for completeness/sufficiency review meetings held on Mondays, must be received by the Growth Management Department no later than 4 p.m. the previous Thursday or in the event of a holiday, 4 p.m. Wednesday. Applications received on Fridays will be scheduled for the following week.

E. Certification by Professionals

Section 10.5.F.6.h., Article 10, Development Review Procedures, Land Development Regulations (LDR), Martin County Code (MCC) provides the following:

When reviewing a development application that has been certified by a professional listed in F.S. § 403.0877, F.S., the County shall not request additional information from the applicant more than three times, unless the applicant waives the limitation in writing. If the applicant states in writing that the request for additional information is not authorized by ordinance, rule, statute, or other legal authority, the County, at the applicant's request, shall proceed to process the application for approval or denial. (125.022(1), Fla. Stat.)



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

F. APPLICANT or AGENT CERTIFICATION

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

Tyler Woolsey
Applicant Signature

9/9/2024
Date

Tyler Woolsey
Printed Name

STATE OF FLORIDA

**COUNTY OF ~~MARTIN~~
PALM BEACH**

The foregoing instrument was ☐ sworn to, ☐ affirmed, or ☒ acknowledged before me by means of ☒ physical presence or ☐ online notarization this 9 day of September, 2024, by Tyler Woolsey, who is ☒ personally known to me, or ☐ produced the following type of identification _____.

NOTARY PUBLIC SEAL



SANDRA J. MEGRUE
Commission # HH 516103
Expires August 13, 2028

Notary Public, State of Florida

Sandra J. Megrue
(Printed, Typed or Stamped Name of Notary Public)



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Digital Submittal Affidavit

I, Tyler Woolsey, attest that the electronic version included for the project The Ranch Phase 1 Final Site Plan is an exact copy of the documents that were submitted for sufficiency, excluding any requested modifications made by the sufficiency review team. All requested modifications, if any, have been completed and are included with the packet.

Tyler Woolsey
Applicant Signature

10/18/24
Date

NOTARY ACKNOWLEDGMENT

STATE OF: FLORIDA COUNTY OF: PALM BEACH

I hereby certify that the foregoing instrument was acknowledged before me this 18 day of October, 20 24, by Tyler Woolsey.

~~He~~ or She X is personally known to me or has produced as identification.

Sandra J. Megrue
Notary Public Signature

Sandra J. Megrue
Printed name

STATE OF: Florida at-large



SANDRA J. MEGRUE
Commission # HH 516103
Expires August 13, 2028

PROJECT NARRATIVE



The Ranch PUD

Phase 1 - Final Site Plan

Initial Submittal: September 9, 2024

Resubmittal #1: October 18, 2024

Resubmittal #2: May 2, 2025

Urban Planning and Design
Landscape Architecture
Communication Graphics

REQUEST

On behalf of the property owner and applicant, JWA Ranch, LLC ("Applicant"), Urban Design Studio (UDS), in cooperation with Tyson J. Waters, Esq. of Fox McCluskey Bush Robison, PLLC, as agents, have prepared and hereby respectfully submit this project narrative to accompany an application for PUD Final Site Plan approval. This request relates to the $\pm 3,902.64$ -acre property generally located in central Martin County south of the St. Lucie Canal and spanning both sides of SW Kanner Highway, south and west of the intersection with SW Bridge Road (the "Subject Property"). The Subject Property is comprised of eight (8) parcels more specifically identified with the following parcel control numbers (PCNs):

Subject Property Parcel Control Numbers		
223940000000000204	233940000000000408	253940000000000109
273940000000000105	343940000000000101	353940000000000108
263940000000000205	363940000000000106	

The Subject Property fronts both the north and south sides of SW Kanner Highway for approximately 2 miles and the south side of SW Bridge Road for approximately 1 mile. The property totals $\pm 3,902.64$ acres with $\pm 3,460.62$ acres located on the south side of SW Kanner Highway and SW Bridge Road and the remaining ± 442.02 acres located north of SW Kanner Highway. The Subject Property is under the Land Use and Zoning Authority of the Martin County Board of County Commissioners (the "County"). The site is assigned the Rural Lifestyle (RL) Future Land Use designation and Planned Unit Development (PUD) zoning with an accompanying PUD Agreement to govern development of the Subject Property.

This project narrative is in support of the following applications for the proposed development of Phase 1 of The Ranch PUD (the "Project"), a future world-class golf destination and luxury rural estate enclave nestled among substantial areas of continued agricultural operations, restored natural wetlands, upland habitat and preserves, and wildlife corridors.

1. To approve the Phase 1 Final Site Plan consistent with the approved PUD Agreement and Master Site Plan for The Ranch PUD.

SUBJECT PROPERTY BACKGROUND

The Subject Property, historically known as Calusa Creek, was first surveyed in 1845 by George Huston. Since then, the Subject Property has been appreciated for its natural beauty, wildlife, and agricultural productivity. The site provides a diverse range of upland pine flatwoods, high grass prairies, freshwater marshes, and ranchlands. The native habitat throughout the property has undergone considerable change over the decades due to improved drainage systems and agricultural activity typical of many properties in the region. In recent decades, the Subject Property has been used for agricultural production and ranchland operations in the management of cattle. The property owner is proposing to maintain a considerable element of bona fide agricultural use in connection with The Ranch PUD.

There are no active development approvals for the Subject Property; however, development entitlements have been previously approved and subsequently abandoned as described below. On August 10, 2010, the Board of County Commissioners adopted Ordinance 878 to change the Future Land Use designation of the Subject Property from Agricultural (AG-20) to Agricultural Ranchette (AG-R). At that same hearing, the Board of County Commissioners adopted Ordinance 879 to approve a text amendment to the Plan to allow up to 600 units on 1,450 acres of the Subject Property. The adopted Comprehensive Growth Management Plan Text Amendment created a sub-area policy specifically regulating the development of the Subject Property and the provision of public facilities to serve the approved density.

On August 10, 2010, in conjunction with the Future Land Use and Text Amendment applications, the Board of County Commissioners adopted Resolution No. 10-8.9 to approve a rezoning of the Subject Property from the Agricultural District (A-2) to the Agricultural Ranchette District (AR-5A) and a Development Agreement was entered into by St. Lucie Partners, LLC and Martin County and recorded in Official Records Book 2472, Pages 2574 through 2606.

The approved development was never constructed and, on April 30, 2012, St. Lucie Partners, LLC petitioned the County to have the approvals revoked. On November 13, 2012, the Board of County Commissioners adopted Ordinance 921 which reverted the Future Land Use designation back from Agricultural Ranchette (AG-R) to Agricultural (AG-20) and deleted the prior Comprehensive Growth Management Plan Text Amendment revisions. The Development Agreement was rescinded on December 4, 2012 and on January 8, 2013, by way of Resolution No. 13-1.2, the zoning for the Subject Property was changed back from the Agricultural Ranchette District (AR-5A) to the A-2 zoning district.

On April 30, 2024, the County approved multiple applications related to Project. Ordinance No. 1222 was adopted to allow for the Project to utilize the Rural Lifestyle (RL) Future Land Use designation. Ordinance No. 1223 was adopted to amend the Future Land Use Map and assign the Rural Lifestyle (RL) FLU to the Subject Property. Finally, Resolution No. 24-4.14 was adopted to rezone the Subject Property to the Planned Unit Development (PUD) zoning district along with approval of a PUD Agreement, Master Site Plan, and Phasing Plan for development of The Ranch PUD.

On October 22, 2024, the County approved an Amendment to The Ranch PUD Zoning Agreement allowing for modifications to the Master Site Plan and Phasing Plan to be consistent with the refined planning associated with this Phase 1 Final Site Plan. These changes included revisions to the size and configuration of certain lakes, infrastructure adjustments, and amendment to the phasing boundaries.

SURROUNDING PROPERTY CONDITIONS

All properties surrounding the Subject Property are designated with Agricultural Future Land Use designations and comparable zoning districts, with the exception of Rural Residential and Ag Ranchette properties across the St. Lucie Canal, and are in use for rural residential and agricultural operations. Please see below for a brief description of adjacent property conditions.

Southern Parcel: The majority of the Subject Property, $\pm 3,460.62$ acres, is located on the south side of SW Kanner Highway (S.R. 76) and SW Bridge Road. With these rights-of-way as the northern boundary:

- **North:** The site features $\pm 10,178.87$ feet of frontage along the south side of SW Kanner Highway, which is a 200'-wide FDOT-owned right-of-way, and $\pm 6,119.88$ feet of frontage along the south side of SW Bridge Road, which is a 105'-wide County-owned right-of-way. The balance of the Subject Property occupies the adjacent land across SW Kanner Highway (being referred to as the "Northern Parcel" and described below). North across SW Bridge Road is approximately 1,200 acres owned by Three Lakes Golf Club, LLC, which property recently received development approvals and is under construction with two 18-hole golf courses and associated accessory uses.
- **West:** The west property line is bordered by an existing canal within a 100'-wide swath of property owned by the Hobe-St. Lucie Conservancy District. SW Sunlight Ranch Drive, a private drive lane, runs for the length of this canal and the extent of the Subject Property's western property line. The abutting property of more than 700 acres is under the sole ownership of Box Ranch of Martin County, Ltd.
- **East:** To the northeast, Hobe Sound Ranch Ltd. Controls more than 600 acres of property from the eastern property line of the Subject Property, along SW Bridge Road, and to SW Pratt Whitney Road. To the southeast, South Florida Water Management District (SFWMD) owns more than 1,100 acres from the eastern property line of the Subject Property to SW Pratt Whitney Road. All of these properties are undeveloped as agricultural lands.
- **South:** Along the southern property line are parcels of land with varied ownership ranging in size from 20 to 100 acres, including the Sunlight Ranch and Trailside developments. These parcels are primarily developed for agricultural row crop production and rural residential estates.

Northern Parcel: The northern parcel of the Subject Property, ± 442.02 acres, is bordered by the St. Lucie Canal on the north, privately-owned agricultural lands to the west, SW Kanner Highway (State Road 76) to the south, and privately-owned property approved for

development as a golf course to the northeast.

- North: The St. Lucie Canal is a major waterway of approximately 600 feet in width adjacent to the Subject Property. Existing vegetation and the width of the waterway provide substantial separation from existing two-acre single-family properties across the canal.
- West: The property to the west owned by SS Ranch, LLC is the subject of a development application proposing an 18-hole golf course and associated accessory uses.
- East: Similarly, the property of approximately 1,200 acres to the northeast, owned by Three Lakes Golf Club, LLC, is approved for the development of two 18-hole golf courses with associated accessory uses and is currently under construction.
- South: The Subject Property features $\pm 8,735.84$ feet of frontage along SW Kanner Highway, an FDOT-owned major arterial roadway with an ultimate width of 200'.

THE RANCH PUD - PHASE 1 - PROJECT DESCRIPTION

This Phase 1 Final Site Plan is the first of three phases of development for The Ranch PUD and is intended to provide for the continuation of bona fide agricultural use and the introduction of a top tier golf destination with two (2) 18-hole championship courses. Phase 1 is contained within the southern parcel of the Subject Property.

The Phase 1 Final Site Plan included with this application provides a Land Use Summary Table depicting the land use allocation of land area proposed within Phase 1 of The Ranch PUD. Phase 1 includes $\pm 1,843.39$ acres of the total site area of $\pm 3,902.64$ acres, and will consist of restored wetlands, upland preserves, continued bona fide agricultural operations, two 18-hole golf courses, seven (7) golf cottages, lakes, landscape buffers, other open spaces supporting roads, and infrastructure.

The majority of the Phase 1 plan, $\pm 1,521.16$ acres or approximately 83% of the Phase 1 site area, will consist of restored wetlands, upland preserves, bona fide agricultural operations, former agricultural areas to remain, lakes, landscape buffers, and other open spaces. The land area planned for the development of roads, community amenities, golf courses, golf cottages, and maintenance facilities occupies only ± 320.77 acres or approximately 17% of the Phase 1 site area. Of the site area included with the Phase 1 Final Site Plan, the development area is further limited to a focus of only $\pm 1,024.93$ acres with the balance as agricultural and environmentally sensitive areas. Of the $\pm 1,024.93$ -acre Phase 1 Development Area, approximately ± 899.31 acres or roughly 88% of the development area is to be maintained as pervious area. Impervious areas are limited to golf cart paths, roadways, golf cottages, and limited development areas for community amenities and maintenance facilities.

The Phase 1 Final Site Plan includes site data providing specific area calculations for the wetland and upland preserves with associated buffers, impervious/pervious calculations for the full development area, as well as building and parking data for the specific improvements including the maintenance facility, golf maintenance barn, gate house, range house, training

center, golf cottages, and comfort stations. The specific improvements associated with each of these areas is presented in detail within this application package including site plan, landscape plans, architecture, and civil engineering to verify compliance with all applicable development standards.

Southern Parcel

The Southern Parcel of $\pm 3,460.62$ acres will provide for continued agricultural operations, preservation of natural areas, and the development of two (2) 18-hole Championship golf courses and supporting uses under the Phase 1 Final Site Plan.

Bona fide agricultural uses which may include cattle grazing, crop production, or other permitted agricultural uses will be maintained on ± 499.42 acres, or 27%, with an additional 117.55 acres, or 6%, of former agricultural land to remain within Phase 1 in a sustainable manner in accordance with all regulations of the County. The continued operation of agricultural uses, including existing cattle ranching, on the Subject Property is a key component of the project's commitment to the preservation of the rural character of the County. Further, more than 300 acres of wetlands, upland preserves, and associated buffers will be restored and maintained as conservation areas protected from future impacts. Conservation efforts, preserve management practices, stringent water quality controls, and sustainable agricultural operations will ensure The Ranch PUD results in a net environmental benefit. The Preserve Area Management Plan (PAMP) included with this Phase 1 Final Site Plan describes the wetland and upland management and maintenance practices to be employed for natural areas throughout the site.

The golf use features two 18-hole championship golf courses, clubhouse, range house, cart barn, pro shops, long and short game practice facilities, championship-length practice holes, par-3 course, seven (7) golf cottages, and other amenities. All facilities and amenities will be restricted to use by members and their guests. Supporting accessory uses to the primary golf course and club operations are also provided to allow for administrative offices, maintenance/utility facilities, and storage areas. Internal roadways, golf cart paths, and other infrastructure necessary to support the golf use are also provided for under this Phase 1 Final Site Plan.

Phase 1 includes an inconspicuous approach to the Subject Property off SW Bridge Road which retains the current rural characteristics of the adjacent roadways by maintaining substantial landscape buffers along roadways and proposing two low-profile access points into the site to accommodate primary access and secondary maintenance access. These access points have been designed to embrace an essence of inconspicuousness from the roadway such that passing vehicles will not realize that a world-class golf is accessed via such a minimalist entrance. The primary access point to the Southern Parcel is proposed to feature gated entry points set back into the site along meandering spine road leading to the golf club and other improvements throughout the site. The golf maintenance area is provided with separate access from SW Kanner Highway which will tie into the internal road network leading from the primary access.

A perimeter landscape buffer of 50' in width is proposed along the entire boundary of the Southern Parcel, with an intention to maintain existing vegetation and supplement buffers with new plantings where necessary to create a buffer with natural design as opposed to a highly manicured landscape buffer. Cross sections for the proposed landscape buffer conditions will remain consistent with those included in the approved PUD Master Site Plan for The Ranch PUD. Pockets of wetland preserves with required buffers and upland preserves of various size are located throughout the Southern Parcel and will be preserved through the course of development in accordance with the PAMP included with this application.

Northern Parcel

Under the Phase 1 Final Site Plan, the Northern Parcel of ± 442.02 acres will accommodate continued agricultural operations, natural wetlands, and protected upland preserve areas. Development on the Northern Parcel as reflected on the approved Master Site Plan and Phasing Plan is proposed as Phase 3 of The Ranch PUD to be processed under separate application for Final Site Plan approval at a later date.

FINAL SITE PLAN COMPLIANCE

Pursuant to Sec. 10.2.D.2 of the County's LDRs, Final Site Plans are required for all development. A final site plan is required to comply with the applicable standards of the County Comprehensive Plan, the LDRs, and the Code. Further, a final site plan must be consistent with the approved master plan, if one exists. The included Phase 1 Final Site Plan complies with all applicable requirements of the Comprehensive Plan, LDRs, the Code, and is consistent with the approved PUD Agreement including the Master Site Plan and Phasing Plan for The Ranch PUD.

The Phase 1 Final Site Plan for The Ranch PUD remains in compliance with the approved PUD Agreement, Master Site Plan, and Phasing Plan approved by the County as amended by application S239-005. The Final Site Plan complies with all applicable criteria of the County's Land Development Regulations and, specifically, addresses all requirements of Article 4, Site Development Standards. The Phase 1 Final Site Plan and supporting materials included with this application confirm compliance with requirements for wetland protections, upland preservation, utility service, excavation standards, stormwater management practices, parking and loading, landscaping, roadway design, and all other applicable development standards.

As governed by the approved PUD Agreement, as amended, The Ranch PUD will allow for the sustainable development of a large property in central Martin County which minimizes impacts to County infrastructure and public services, preserves and improves the natural ecological conditions across thousands of acres, maintains a high quality of life for current and future residents, and exemplifies a fiscally sound development.

At this time, the Applicant is requesting approval of the Phase 1 Final Site Plan for The Ranch PUD to allow for the development of the two, 18-hole Championship golf courses, a

world class practice facility, seven (7) golf cottages, a maintenance facility, supporting roads, and required utilities and drainage infrastructure.

PUBLIC BENEFITS

The Ranch PUD is expected to generate a range of benefits for the public of Martin County as noted in Policy 4.5F.6 of the Plan including, but not limited to the following:

- The Ranch PUD offsets the biological and ecological impacts of new development through low impact construction techniques and environmentally beneficial practices including community farming, water and energy conservation techniques, restoration of native habitat, and innovative low impact design stormwater management systems that ultimately restores, enhances and preserves native habitat.
- The Ranch PUD provides enhanced water quality above the minimum requirements established in the Martin County Land Development Regulations through retention, detention, innovative low impact design (LID) stormwater management systems, and on-site irrigation reuse of stormwater prior to discharge into receiving waters and ultimately discharging into the St. Lucie River, the Loxahatchee River, or the Indian River Lagoon. Nutrient loading (in particular, Nitrogen and Phosphorous) of the discharge will be reduced given the change of use of a portion of the site from agricultural to residential and golf course uses, and incorporation of Best Management Practices for water quality treatment in the proposed stormwater management system, thus providing a benefit to the surrounding basin and the overall St. Lucie BMAP in accordance with recent legislation. Withdrawal of irrigation water from the St. Lucie Canal in accordance with South Florida Water Management District Consumptive Use Permit requirements will provide improvements to the quantity and quality of water in the St. Lucie Canal.
- The Ranch PUD provides compatibility with adjacent agricultural uses and surrounding rural development through site design location of open space and continued agricultural activities by providing no less than 90% open space, including over 1,200 acres of land that will remain in agricultural use, and wetland and upland habitat restoration.
- The Ranch PUD fosters healthy lifestyles by creating an interconnected trail system providing access to managed natural areas and open space and expansive recreational amenities for members, residents, and their guests.
- The Ranch PUD provides self-supporting project elements such as first-aid, private security, recreation amenities, and/or restrictions to reduce traffic impact and dependence on the lands within the urban service districts.
- The Ranch PUD provides recreation uses that support or complement sustainable rural or agricultural lifestyles, including the retention of approximately 1,200 acres

of agricultural land.

- The Ranch PUD ensures that wetlands, landlocked water bodies, and upland habitat are set aside as open space shall not be eligible for any increases to residential density or intensity of use.
- The Ranch PUD preserves the rural character of the property along public road frontage by protecting and restoring the natural environment and scenic vistas along such road frontage, including minimizing access openings.
- The Ranch PUD restores the historical hydrology of the land, specifically including existing freshwater wetlands and certain Cypress domes existing on the property, and connectivity of natural systems.
- The Ranch PUD reduces the quantity of stormwater discharge to the St. Lucie Canal beyond the requirements established in the Martin County Land Development Regulations and the South Florida Water Management District (SFWMD). This shall be accomplished through retention, detention, and on-site irrigation use of stormwater prior to discharge into receiving waters and ultimately discharging into the St. Lucie River, the Loxahatchee River, or the Indian River Lagoon. The project will reduce the stormwater discharge volume and rate from the site to the St. Lucie Canal by way of additional storage provided on site within the designed stormwater management system, thus lowering the downstream discharge and potential harm to the St. Lucie River. Withdrawal of irrigation water from the St. Lucie Canal in accordance with South Florida Water Management District Consumptive Use Permit requirements will provide improvements to the quantity of water in the St. Lucie Canal.
- The Ranch PUD provides for the preservation and utilization of existing native plant species to maintain and create native habitats and character throughout the project site, including the preservation of at least twenty five percent (25%) of the total number of protected trees on site. Final site planning and clearing for all amenity areas and residential lots shall be selective and focused on preservation of all mature native hardwood and softwood trees of 24" caliper or greater. Protected native hardwood and softwood trees shall be evaluated by a certified arborist to determine suitability for relocation prior to any activity being undertaken that may impact native hardwood and softwood trees, with any tree deemed to be a viable candidate for relocation to be relocated on-site to create additional native habitat, landscape buffering, and character defining focal points throughout The Ranch PUD.
- The owner of The Ranch PUD shall offer the following in-kind services to the School Board of Martin County, and specifically the South Fork High School Golf program: (i) provide in-kind services (at no cost to School Board of Martin County up to a total contribution of \$750,000.00) to redesign and reconstruct the South Fork High School short-golf course, and the owner, by and through its architecture and

construction consultants, shall oversee the redesign, reshaping and construction of the South Fork High School short-golf course. The School Board of Martin County shall be responsible for obtaining any necessary permits and approvals for such work; (ii) offer educational and mentoring opportunities for turfgrass maintenance classes with the groundkeeper at The Ranch and provide part-time employment opportunities at The Ranch for students enrolled in the turfgrass management program at South Fork High School, as well as other on-the-job training opportunities at The Ranch mutually agreeable to the owner and the School Board of Martin County, which may include, but not necessarily limited to, beef production/management, culinary arts, and hospitality and tourism; and (iii) develop and implement a youth caddie program in partnership with Western Golf Association's "Evans Scholars Program."

- The owner of The Ranch PUD shall provide in-kind services towards the initial environmental restoration and clean-up of Banner Lake (up to \$50,000.00) to assist in restoring the natural flow of ground water in the area.
- Prior to the issuance of the first (1st) building permit in Phase 3 of The Ranch, the owner shall enter into a lease with the County for the purpose of leasing to the County, at a rental amount of \$1.00 per year, approximately 20 acres of land within The Ranch, having direct driveway access off County Road 76, to be used during the lease term by the University of Florida Institute of Food and Agricultural Sciences ("UF/IFAS") Co-Op Extension headquarters and related purposes. Alternatively, if mutually agreeable to the owner and the County, the approximately 20 acres may be conveyed to the County in fee simple, subject to use restrictions consistent with the terms herein. Upon conveyance or leasing of the UF/IFAS property, as applicable, the owner shall contribute up to \$50,000 towards initial engineering and land planning costs for the uses contemplated herein and will work with UF/IFAS in coordinating future programs at the site.

Through these public benefits and other indirect benefits associated with a world-class golf destination, The Ranch PUD is poised to provide significant public benefit to the County well into the future. For these reasons, we request your support of this application for the Phase 1 Final Site Plan within The Ranch PUD.

CONCLUSION

In conclusion, the property owner, Applicant, and agents believe the project narrative contained herein and accompanying application materials demonstrate the proposed Phase 1 Final Site Plan is consistent with and in support of the Goals, Objectives, and Policies enumerated within the County's Comprehensive Growth Management Plan, in compliance with the applicable regulations of the County's Land Development Regulations, and consistent with all representations and requirements as provided for within the approved PUD Agreement. Please feel free to contact Urban Design Studio or Tyson J. Waters, Esq. of Fox McCluskey Bush Robison, PLLC, using the contact information included in the application, with any questions related to this application.


LIMITED POWER OF ATTORNEY

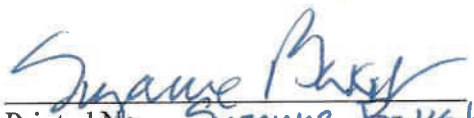
KNOW ALL MEN BY THESE PRESENTS, that JWA Ranch, LLC, does by these presents hereby make, constitute and appoint Urban Design Studio and Tyson Waters, Esquire, as its attorneys-in-fact to represent it and to execute, acknowledge, and deliver in its name applications, documents and instruments, as its attorneys-in-fact may deem proper, as well as represent it at any hearings and meetings that may be required or appropriate, to obtain site plan approval for the following real property described on Exhibit "A" attached hereto and made a part hereof.

IN WITNESS WHEREOF, we have set our hands and seal this 30th day of August, 2024.

Signed, Sealed and delivered

In the presence of:


Printed Name: Anthony Francis
Witness #1


Printed Name: Suzanne Bakst
Witness #2

JWA Ranch, LLC, a Delaware limited liability company

By: KSB Ranch, LLC, a Delaware limited liability company


By: Kenneth S. Bakst
Its: Authorized Representative

STATE OF NEW YORK)

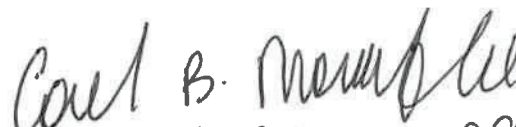
COUNTY OF Suffolk)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 30th day of August, 2024 by Kenneth S. Bakst, as Authorized Representative of KSB Ranch, LLC, the Manager of JWA Ranch, LLC, a Delaware 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:


CARL B. MONCRIEFFE
MAY 26 2027

(SEAL)

CARL B MONCRIEFFE
Notary Public, State of New York
No. 01MO6325218
Qualified in Suffolk County
Commission Expires May 26, 2027

Exhibit "A"
LEGAL DESCRIPTION

All of Sections 25, 34, 35, 36; Section 26, except that part of the Northeast quarter (NE $\frac{1}{4}$) lying North of the State Road 76, less the West 350 feet thereof; that part of Section 22 and 27, lying South and/or East of the right-of-way of the St. Lucie Canal; the Southwest quarter (SW $\frac{1}{4}$) of Section 23 lying South and/or East of the right-of-way of said St. Lucie Canal, less the North 65.9 feet thereof; and the West 350 feet of the Southeast quarter (SE $\frac{1}{4}$) of said Section 23, less the North 65.9 feet thereof; all in Township 39 South, Range 40 East, less the North 105 feet on the aforesaid Section 25 and less the North 105 feet lying East of State Road 76 of the aforesaid Section 26.



This Instrument prepared by:
J. Thomas Conroy, III
Conroy, Conroy & Durant, P.A.
2210 Vanderbilt Beach Road, Suite 1201
Naples, FL 34109

Parcel ID: 22-39-40-000-000-00020.40000, 23-39-40-000-000-00040.80000,
25-39-40-000-000-00010.90000, 26-39-40-000-000-00020-50000, 27-39-40-000-000-00010.50000,
34-39-40-000-000-00010.10000, 35-39-40-000-000-00010.80000 and 36-39-40-000-000-00010.60000

Consideration: \$50,000,000.00

Warranty Deed

This Indenture is made this 24th day of February, 2023, Between **St. Lucie Partners, L.L.C., a Delaware limited liability company**, ("Grantor") of **130 South Canal Street, #9T, Chicago, IL 60606**, and **JWA RANCH, LLC, a Delaware limited liability company**, ("Grantee") of **3401 Oakmeade, Palm Beach Gardens, FL 33418**.

WITNESSETH that the Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00), and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt of which is hereby acknowledged, has granted, bargained and sold to the said Grantee and Grantee's heirs, successors and assigns forever, the following described land, situate, lying and being in the County of Martin, State of Florida, to wit:

All of Sections 25, 34, 35, 36; Section 26, except that part of the Northeast quarter (NE-1/4) lying North of the State Road 76, less the West 350 feet thereof; that part of Sections 22 and 27, lying South and/or East of the right-of-way of the St. Lucie Canal; the Southwest quarter (SW-1/4) of Section 23 lying South and/or East of the right-of-way of said St. Lucie Canal, less the North 65.9 feet thereof; and the West 350 feet of the Southeast quarter (SE-1/4) of said Section 23, less the North 65.9 feet thereof; all in Township 39 South, Range 40 East, less the North 105 feet on the aforesaid Section 25 and less the North 105 feet lying East of State Road 76 of the aforesaid Section 26.

SUBJECT TO those matters set forth on Exhibit "A" attached hereto and made a part hereof, none of which Grantor seeks to re-impose, and taxes for the year 2023 and subsequent years.

TOGETHER WITH all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

And the Grantor hereby covenants with said Grantee that Grantor is lawfully seized of said land in fee simple; that Grantor has good right and lawful authority to sell and convey said land; that Grantor hereby fully warrants title to said land and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal as of the year and date first above written.

Signed, sealed and delivered in the presence of two witnesses:

**ST. LUCIE PARTNERS, L.L.C.,
a Delaware limited liability company**

By:

Stephen M. Barney, Jr.
**Stephen M. Barney, Jr.,
Authorized Representative**

[Signature]
Witness #1 sign above

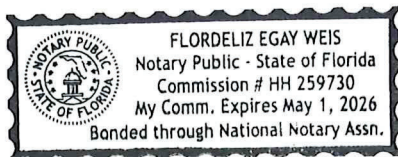
FLORDELIZ EGAY WEIS
Witness #1 print name above

[Signature]
Witness #2 sign above

Stacey Fowler
Witness #2 print name above

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me, by means of [☒] physical presence or [☐] online notarization, this 17 day of **February, 2023**, by **Stephen M. Barney, Jr., as Authorized Representative of ST. LUCIE PARTNERS, L.L.C., a Delaware limited liability company**, on behalf of the company, who [☐] is personally known to me, or who has [☒] produced FL. DRIVER LICENSE as identification.



[Signature]
Notary Signature

FLORDELIZ EGAY WEIS

Print Notary Name

My Commission Expires: MAY 1, 2026

Exhibit "A"

Permitted Exceptions

Right of Way Deed to the Board of Commissioners of the Everglades Drainage District, and the provisions contained therein recorded in Deed Book 110, Page 139, Palm Beach (now Martin) Public Records of Martin County, Florida.

Easement to the United States of America recorded in Deed Book 28, at Page 273, Public Records of Martin County, Florida.

Easement to Okeechobee Flood Control District recorded in Deed Book 26, at Page 323, assigned to the United States of America in Deed Book 10, at Page 394, Public Records of Martin County, Florida.

Easement to the United States of America recorded in Deed Book 11, at Page 79, Public Records of Martin County, Florida.

Road right of way as declared by Board of County Commissioners of Martin County, in Excerpt of Minutes recorded in County Commissioners Minute Book 3, at Page 466, Public Records of Martin County, Florida.

Road right of way as declared by Board of County Commissioners of Martin County, in Excerpt of Minutes recorded in County Commissioners Minutes Book 10, page 407, Public Records of Martin County, Florida.

Right of Way Deed to the State of Florida recorded in Deed Book 29, at Page 534, Public Records of Martin County, Florida.

Right of Way Deed to the State of Florida recorded in Deed Book 29, at Page 544, Public Records of Martin County, Florida.

Outfall Ditch Easement to the State of Florida recorded in Deed Book 10, page 442, Public Records of Martin County, Florida.

Outfall Ditch Easement to the State of Florida recorded in Deed Book 11, Page 90 Public Records of Martin County, Florida.

All of the provisions of that Warranty Deed to Martin County recorded in Deed Book 92, at Page 559, Public Records of Martin County, Florida.

Resolution No. 80-104 by the Board of County Commissioners recorded in Official Records Book 509, at Page 169, Martin County, Florida public records.

Easement in favor of Florida Power & Light Company as contained in Final Judgment recorded in Official Records Book 774, at Page 1600, Public Records of Martin County, Florida.

Easement in favor of Florida Power & Light Company recorded in Official Records Book 1493, at Page 2935, Public Records of Martin County, Florida.

Easement in favor of Florida Power & Light Company recorded in Official Records Book 1876, at Page 566, Public Records of Martin County, Florida.

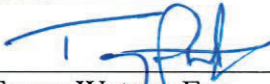
Terms and Conditions of Special Net Land Lease dated April 19, 2000 by and between St. Lucie Partners LLC and Calusa Creek Nursery & Ranch LLC as evidenced in Notice of Lien Prohibition recorded in Official Records Book 1540, at Page 109, Public Records of Martin County, Florida.

Lands lying within State or County maintained roadways.

CERTIFICATE OF NO-TRANSFER

To the best of my knowledge based on a search of those public records available on the Martin County Clerk of Court's website, there have been no transfers of the property owned by JWA Ranch, LLC, a Delaware limited liability company, having a Parcel Identification Numbers 22-39-40-000-000-00020-4, 23-39-40-000-000-00040-8, 25-39-40-000-000-00010-9, 26-39-40-000-000-00020-5, 27-39-40-000-000-00010-5, 34-39-40-000-000-00010-1, 35-39-40-000-000-00010-8 and 36-39-40-000-000-00010-6, a portion of which is the subject of the Phase 1 Final Site Plan application, since that certain deed from St. Lucie Partners, L.L.C., a Delaware limited liability company, to JWA Ranch, LLC, a Delaware limited liability company dated February 24, 2023, and recorded on February 27, 2023, in Official Records Book 3361, Page 767, of the Public Records of Martin County, Florida.

DATED this 9th day of September, 2024.

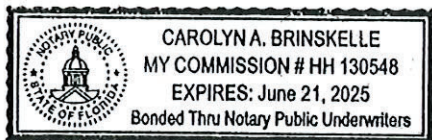



Tyson Waters, Esq.
Attorney for Applicant

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me by means of [☒] physical presence or [] online notarization, this 9th day of September, 2024, by Tyson Waters, who is personally known to me or has produced _____ as identification.

[SEAL]





Signature of Notary Public
Carolyn A. Brinskelle

Print, type or stamp commissioned
Name of Notary Public
My Commission expires: 6-21-25



Location Map

