

Prepared by:  
Tyson Waters, Esq.  
Fox McCluskey Bush Robison, PLLC  
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Stuart, Florida 34996  
File No.: BA371-0001

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**THE RANCH**  
**PLANNED UNIT DEVELOPMENT ZONING AGREEMENT**

THIS PLANNED UNIT DEVELOPMENT ZONING AGREEMENT (“PUD Agreement”), made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between JWA RANCH, LLC, a Delaware 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”) consistent with the Rural Lifestyle future land use designation assigned to the property, to be known as The Ranch consisting of: residential development of up to 175 dwelling units, golf courses, golf cottages, pro shops, administrative offices, club and range houses, maintenance/utility facilities, practice holes and driving ranges, food and beverage services, event facilities, residential multi-slip docking facility, storage areas, restrooms, recreational facilities and amenities, streets, rights-of-way, preserve areas and agricultural areas, with all of the foregoing being limited to use only by residents, members and their guests; and

WHEREAS, The Ranch Property Owners' Association, Inc., a Florida corporation not-for-profit, hereinafter referred to as ASSOCIATION, will be formed to provide for the maintenance, operation and management of the roads, streets, rights-of-way, preserve areas, recreational facilities, and other common facilities within The Ranch 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.

WHEREAS, it is the desire of the COUNTY to encourage this form of development, to prevent and discourage urban sprawl, promote compatible, consistent, and effective usage of land within the COUNTY to protect, preserve, and manage natural resources, and to implement the COUNTY's Comprehensive Growth Management Plan.

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. A certification of title is 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 site plan approved by COUNTY, a copy of which is attached and incorporated as Exhibit D. Approval of the master site plan shall authorize OWNER to submit the final site plans and subdivision plats in accordance with the terms and conditions of the approved master site plan. Approval of the master site plan by COUNTY shall not constitute

approval to build or construct any improvements and is not the final approval necessary for construction of the development.

2.2 The final site plans and any subdivision plats 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 plans, construction plans, landscape plans, preserve area management plans, and subdivision plats, hereinafter sometimes collectively referred to as development orders. OWNER, its successors, assigns, predecessors in title or other property owners within the PUD, 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 Ranch, 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 plans, 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

6.1 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).

6.2 Notwithstanding Paragraph 6.A., OWNER, its successors in interest or assigns, 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 Ranch 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 or assigns 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; or (iii) mailed by registered or certified mail (postage prepaid), return receipt requested. For purposes of notice, the addressees are as follows:

OWNER: JWA Ranch, LLC  
Attn: Kenneth Bakst  
13401 Oakmeade  
Palm Beach Gardens, Florida 33418

With required copy to:  
Fox McCluskey Bush Robison, PLLC  
Attn: Tyson Waters, Esq.  
2300 S.E. Monterey Road, Suite 201  
Stuart, Florida 34996

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. 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 voluntarily electing to proceed under Policy 14.1C.5(2), Comprehensive Growth Management Plan, Martin County Code and Section 5.32.C, Land Development Regulations, Martin County Code and is thereby proceeding without a reservation of capacity and without rights to obtain final development orders for the subject property. OWNER acknowledges the risk that subsequent development orders may reserve capacity of Category A and C public facilities in the project area and necessitate additional capital facility improvements for the project to meet concurrency or prevent this project from going forward in accordance with its timetable of development.

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.

*(Remainder of page intentionally left blank; signature pages and Exhibits follow)*

**OWNER**

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

Witness #1

Address:

JWA Ranch, LLC, a Delaware limited liability company

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

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

Witness #2

Address:

\_\_\_\_\_  
By: Kenneth S. Bakst

Its: Manager

Address: 13401 Oakmeade  
Palm Beach Gardens, FL 33418

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 Kenneth S. Bakst, as Manager 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: \_\_\_\_\_

**COUNTY**

BOARD OF COUNTY COMMISSIONERS  
MARTIN COUNTY, FLORIDA

ATTEST:

By: \_\_\_\_\_

Harold E. Jenkins II, Chairman

\_\_\_\_\_  
Carolyn Timmann  
Clerk of the Circuit Court and Comptroller

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

(COMMISSION SEAL)

\_\_\_\_\_  
Elysse A. Elder, Deputy County Attorney

## **EXHIBIT A**

### **LEGAL DESCRIPTION**

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.

**EXHIBIT B**

**OWNERSHIP CERTIFICATE**

I, Tyson Waters, 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 JWA RANCH, LLC, a Delaware limited liability company, and COUNTY, is in the ownership of JWA RANCH, LLC, a Delaware limited liability company.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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Name: Tyson Waters, Esq.  
Fox McCluskey Bush Robison,  
PLLC  
Address: 2300 S.E. Monterey Road, Suite 201  
Stuart, Florida 34996  
Florida Bar # 486566

## **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 JWA RANCH, LLC, a Delaware 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**

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Witness #1  
Address:

JWA Ranch, LLC, a Delaware limited liability company

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

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Witness #2  
Address:

\_\_\_\_\_  
By: Kenneth S. Bakst  
Its: Manager  
Address: 13401 Oakmeade  
Palm Beach Gardens, FL 33418

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 Kenneth S. Bakst, as Manager 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: \_\_\_\_\_

**EXHIBIT D**

**MASTER SITE PLAN**

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

**EXHIBIT E**

**TIMETABLE FOR DEVELOPMENT**

- A. The Ranch PUD shall be constructed in accordance with this timetable of development. The phasing plan is attached hereto and made a part hereof as Exhibit E-1.
- B. Final site plan approval for Phase 1 of The Ranch PUD must be obtained within one year of the master site plan approval.
- C. Construction must commence within one (1) year of each final site plan approval.
- D. The development of The Ranch PUD infrastructure must be completed within seven (7) years of the master site plan approval.
- E. Each phase of The Ranch PUD shall be sequentially completed and shall be self-supportive prior to proceeding to the next phase. 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 within a phase, including but not limited to roads, sidewalks, stormwater and drainage facilities, utilities, landscaping, recreational amenities and those identified on the final site plan for the applicable phase, must be substantially completed, as determined by the County Engineer, prior to the issuance of any certificate of occupancy for such phase and prior to the timetable set forth below.

The phase to be constructed and the time period after the date of the approval of the PUD Agreement within which final site plan approval of each phase must be obtained is as follows:

Maximum period after date of approval of PUD Agreement	Elements of Phase to be constructed:
Phase 1 – (one year of approval of the PUD Agreement)	A. Reestablishment of agriculture use and existing cattle operation on the northern and southern parcels, onto lands outside of future development area including improvements to existing buildings and structures. Construction of agriculture/service entrance from Kanner Highway (S.R. 76).  B. All clearing, lake construction, and site excavation and grading activities for golf course and supporting golf uses, lake interconnections, lake littoral zones, and upland transition areas for the southern parcel.  C. Construction of SW Ranchers Road and gated entry from Bridge Road to the Golf Clubhouse, two (2) 18-hole golf courses, permanent Ranch Operation & Golf Maintenance Facility, Range House & Training Center, Par-3 Course, and Golf Practice Facilities. Construction of golf cottages



	(accessory units) including supporting roads, parking, sidewalks, trails, utilities, and required landscape.
Phase 2 – (three years of approval of the PUD Agreement)	<p>A. Construction of SW Gate 12 Crossing Road and gated entry from Kanner Highway (S.R. 76) to SW Ranchers Road.</p> <p>B. All clearing, excavation, and grading activities for residential Pod 1, Pod 2, Spa/Wellness Facility, and Club Amenity Area. Construction of Residential Pod 1, Pod 2, Spa/Wellness Facility, and Club Amenity Area including supporting roads, parking, sidewalks, trails, utilities, and required landscape.</p>
Phase 3 – (five years of approval of the PUD Agreement)	<p>A. All clearing, excavation, and grading activities for Recreational Facilities and Amenities, Residential Pod 3, and Multi-slip Docking Facility. Construction of the Multi-Slip Docking Facility and supporting roads, parking, sidewalks, trails, utilities, and required landscape.</p> <p>B. Construction of tunnel crossing under Kanner Highway (S.R.76), extension of SW Gate 12 Crossing Road to the Recreation Facilities and Amenities. Construction of Recreational Facilities and Amenities including supporting roads, parking, sidewalks, trails, utilities, and required landscape.</p> <p>C. Construction of Residential Pod 3 including supporting road, parking, sidewalks, trails, utilities, and required landscape.</p>

Permits must be sought, with respect to the above, within one (1) year from the date each respective phase receives final site plan approval and construction of all infrastructure required for such phase shall be completed within two (2) years after the date the phase received final site plan approval.

**EXHIBIT E-1**

**PHASING PLAN**

Phasing plan as approved by Martin County Board of County Commissioners to be attached as Exhibit E-1.

## **EXHIBIT F**

### **SPECIAL CONDITIONS**

#### 1. ADDITIONAL REQUIREMENTS

The Ranch PUD shall comply with all requirements of the Martin County Comprehensive Growth Management Plan. Unless specifically provided for within this PUD Agreement, the Ranch 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 Ranch 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 and required beyond the current permit limits for withdraws from the St. Lucie Canal, 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 emergency access indicated on the master site plan or final site plans 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 Marshall 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.

## 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 Ranch 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

Fire Department access and water supply shall comply with NFPA 1 Uniform Fire Code, Chapter 18.

Approved fire department access roads shall be provided for every facility, building, or portion of a building. Fire department access roads shall consist of roadways, fire lanes, parking lot lanes or a combination thereof and be maintained.

An approved water supply capable of supplying the required fire flow for fire protection shall be provided in accordance with the provisions set forth in the adopted Florida Fire Prevention Code. Where no adequate or reliable water distribution system exists, the alternative for compliance is all inhabitable structures, greater than 1000 square feet shall be provided with an automatic fire sprinkler system in accordance with the requirements of the National Fire Protection Association standards.

Florida Statute §633.202 – Florida Fire Prevention Code, states that oversight and enforcement of the Two-Way Radio Enhancements Systems/BDAS is the responsibility of the Authority Having Jurisdiction (AHJ), officially known as MCFR Fire Prevention Division.

The AHJ shall have the authority to require fire department access be provided to gated subdivisions or developments through the use of an approved device or system.

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.

7. IRRIGATION

Irrigation shall be provided by a master irrigation system, or systems, owned and operated by OWNER. The South Florida Water Management District shall permit the source of irrigation water, contemplated to be from surface water sources within the lake systems within The Ranch PUD and the water use allocation designation for use as authorized by permit from South Florida Water Management District in accordance with all applicable regulations. The proposed primary water source for irrigation will be from the St. Lucie Canal (aka C-44 Canal and Okeechobee Waterway), with the potential for emergency backup wells from the surficial aquifer, if permitted with the South Florida Water Management District. The St. Lucie Canal is located on the northwest boundary of The Ranch PUD. Water withdrawals from the St. Lucie Canal shall meet the Lake Okeechobee Service Area (LOSA) Rule.

8. PRESERVE AREAS

- A. A separate Preserve Area Management Plan (PAMP) shall be required or amended for each phase of The Ranch PUD. A PAMP shall be submitted with the application for each final site plan.
- B. No construction or alteration shall be permitted within any of the Preserve Areas except in compliance with a PAMP 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 Ranch PUD.

10. SUSTAINABLE DESIGN STANDARDS

The following sustainable standards have been incorporated into the design of the master site plan for The Ranch 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 *Quercus virginiana* and other native species shall be provided along the majority of roadways 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 Ranch PUD shall not be sold nor shall title be conveyed or transferred on the basis of time sharing or interval ownership.

13. TRAFFIC IMPROVEMENTS

- A. At no cost to the County, the OWNER shall be responsible for the design, permitting, and construction of any required left turn lanes and right tum lanes on SE Bridge Road, and SR-76 (S Kanner Highway) at project entrances for access into the PUD. The final configurations of each intersection are subject to County and FDOT approval.
- B. At no cost to the County, the OWNER shall be responsible for the design, permitting, and construction of an equestrian trail along SE Bridge Road.

14. USES AND DEVELOPMENT STANDARDS

Except as provided for within this PUD Agreement, the requirements of Article 3, Land Development Regulations, Martin County Code shall apply to the development of The Ranch PUD.

15. WATER/WASTEWATER:

Potable water and wastewater services for this project shall be provided by Martin County Utilities in accordance with Comprehensive Plan Policy 4.13A.18(4). All costs associated with the extension, ongoing service and maintenance of utility services shall be paid by the OWNER. To this end, an executed water and wastewater service agreement with Martin County Utilities must be provided within 60 days of obtaining final site plan approval for Phase 1.

The proposed project is outside the Martin County Utilities service boundary and therefore not included in our wastewater master plan build out. Martin County Utilities will need to evaluate infrastructure and plant capacity in order to be able to treat wastewater for this project. In addition to customary capital facility charges, the developer will be required to offset impacts through the payment of their proportionate share of costs of needed improvements. The scope and proportionate share of the developer contribution will not be known until the Martin County Utilities Wastewater Master Plan, which has not been initiated, has been completed.

The proposed project is outside the Martin County Utilities service boundary and therefore not included in our water master plan build out. Martin County Utilities will need to evaluate raw water, infrastructure, and plant capacity in order to provide finished water for this project. The project may be required to offset impacts to raw water supply by providing well sites. In addition to customary capital facility charges, the developer will be required to offset impacts through the payment their proportionate share of costs of needed improvements. The scope and proportionate share of the developer contribution will not be known until the Martin County Utilities Water Master Plan, which is currently underway, has been completed.

16. PUBLIC BENEFITS:

- A. 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.
- B. 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.

- C. 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 91% open space, including over 1,200 acres of land that will remain in agricultural use, and wetland and upland habitat restoration.
- D. 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.
- E. 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.
- F. The Ranch PUD provides recreation uses that support or complement sustainable rural or agricultural lifestyles, including the retention of over 1,200 acres of agricultural land.
- G. The Ranch PUD ensures that wetlands, landlocked water bodies and upland habitat are set aside as open space and not be eligible for any increases in residential density or intensity of use.
- H. 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.
- I. 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.
- J. 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 is 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.
- K. 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.

- L. The OWNER 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."
- M. The OWNER shall provide in-kind services towards the initial environmental restoration and clean-up of Banner Lake (up to \$50,000) to assist in restoring the natural flow of ground water in the area, which in-kind services may be made to the owner of Banner Lake for the purpose of environmental restoration and clean-up.
- N. Prior to the issuance of the first (1<sup>st</sup>) building permit in Phase 3 of The Ranch, the OWNER shall enter into a lease with the COUNTY, at a rental amount of \$1.00 per year and a term of forty (40) years, for 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 for its 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.