

[blank space above line reserved for recording data]

DISCOVERY

PLANNED UNIT DEVELOPMENT ZONING AGREEMENT

THIS PLANNED UNIT DEVELOPMENT ZONING AGREEMENT, made and entered into this _____ day of _____, 2022, by and between BECKER B-14 GROVE, LTD, a Florida limited partnership, HOBE SOUND EQUESTRIAN, LLC, a Florida limited liability company, and HOBE SOUND POLO CLUB PROPERTY OWNERS' ASSOCIATION, INC., a Florida not for profit corporation, hereinafter collectively 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 in Exhibit A, attached hereto and made a part hereof (the "Property"); and

WHEREAS, it is the desire of OWNER to develop a Planned Unit Development, consistent with the Rural Life Style land use designation assigned to the Property (hereinafter sometimes referred to as PUD) to be known as Discovery PUD consisting of common areas, sewage and water lines and appurtenances thereto, recreational facilities, private streets and parking facilities and a private rural lifestyle subdivision consisting of a maximum of three hundred seventeen (317) residential units, together with accessory buildings and other related improvements and facilities; and

WHEREAS, _____, a Florida corporation not-for-profit, hereinafter referred to as ASSOCIATION, will provide for the maintenance of the roads, streets, rights-of-way, and common areas within the DISCOVERY PUD, and

WHEREAS, this type of consolidated development is permitted in Martin County subject to a PUD Zoning Agreement; and

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 growth management plans.

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

1. UNIFIED CONTROL

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

2. DEVELOPMENT

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

2.1 The master site plan approved by the COUNTY, a copy of which is attached hereto as Exhibit D and by reference made a part hereof. Approval of the master site plan shall authorize the 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 the 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 subdivision plat(s) to be approved by the 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 as shown in Exhibit E, attached hereto and by reference made a part hereof.
- 2.4 The conditions and requirements agreed to by the COUNTY and the OWNER as set forth in Exhibit F, attached hereto and by reference made a part hereof.
- 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

The 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, the preserve area management and the subdivision plats, hereinafter sometimes collectively referred to as development orders.

4. COMMON AREAS, COVENANTS, CONDITIONS AND RESTRICTIONS

- 4.1 The OWNER shall create a Declaration of Covenants, Conditions and Restrictions for the Discovery PUD, hereinafter sometimes referred to as 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, the ASSOCIATION shall be established for the maintainance, operation and management of the roads, streets, rights-of-way, exterior roads, drainage/stormwater management systems, habitat restoration, and common areas as defined therein. The Common Areas of the PUD shall be designated as such and 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 the OWNER by way of an instrument which does not contain the Covenants and Restrictions or incorporate them by reference thereto.
- 4.3 The ASSOCIATION shall not be dissolved nor shall it dispose of any Common Areas, by sale or otherwise, except to an organization conceived and organized to own and maintain the Common Areas, without first receiving approval of the COUNTY. The COUNTY, as a condition precedent to the dissolution or disposal of the Common Areas, may require dedication of the common open areas, utilities or road rights-of-way to the public as are deemed necessary.
- 4.4 In the event that the 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 the COUNTY shall serve written notice by certified mail, return receipt requested, upon such organization and upon each owner of real property within the PUD, which notice shall set forth the manner in which the organization 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 receipt of such notice or, in the alternative, that such organization appear before the COUNTY at a specified time (at least ten (10) days but not more than thirty (30) days after the receipt 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 the COUNTY may allow, then the 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 organization involved and to each owner of real property within the PUD and shall be published in a newspaper of general circulation published in Martin County, Florida. Such notice shall be sent and published at least fifteen (15) days in advance of the hearing. At such hearing, the COUNTY may determine that it is advisable for the 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 the COUNTY any right to use the Common Areas.

4.5 The COUNTY may, upon public hearing with notice given and published in the same manner as above, return possession and maintenance of such common areas to the organization, 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 the 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, the 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), and subdivision plat(s).

6. CHANGE OR AMENDMENT

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.

7. BREACH OF AGREEMENT

7.1 Development of the Discovery 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.

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, Failure to Comply, Land Development Regulations, Martin County Code (LDR).

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

8. JURISDICTION

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

9. SUCCESSORS AND ASSIGNS

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

10. NOTICE

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

OWNER: Thomas W. Hurley, CEO
Becker Holding Corporation
1701 S.R. A-1-A
Suite 204
Vero Beach, Florida 32963

with copy to:
Robert S. Raynes, Jr.
Gunster, Yoakley & Stewart, P.A.
800 SE Monterey Commons Boulevard, Suite 200
Stuart, Florida 34996

with copy to:
Joseph L. Arenson, Esq.
257 N. Canon Drive, Suite 300
Beverly Hills, CA 90210

and

with copy to:
Jeffrey Holland, Esq.
Discovery Hobe Sound Investors, LLC
14605 North 73rd Street
Scottsdale, Arizona 85260

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 its 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 Section 14.4.A.3.d.(2) and (3), Comprehensive Growth Management Plan, Martin County Code and Section 5.32.C.4., 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. The 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.

OWNER

WITNESSES:

BECKER B-14 GROVE, LTD.

By: Becker Sisters Management, LLC
Its: General Partner

Name: _____

By: _____
Thomas W. Hurley, Manager

Name: _____

By: _____
R. Scott Hurley, Manager

Name: _____

Name: _____

By: _____
Richard E. Hurley, Manager

Name: _____

Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of _____, 2022, by Thomas W. Hurley, as Manager of Becker Sisters Management, LLC, the General Partner of Becker B-14 Grove, LTD., on behalf of said entity, who is personally known to me or has produced _____ as identification.

Signature of Notary Public
Printed Name: _____
(Notary Seal)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of _____, 2022, by R. Scott Hurley, as Manager of Becker Sisters Management, LLC, the General Partner of Becker B-14 Grove, LTD., on behalf of said entity, who is personally known to me or has produced _____ as identification.

Signature of Notary Public
Printed Name: _____
(Notary Seal)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of _____, 2022, by Richard E. Hurley, as Manager of Becker Sisters Management, LLC, the General Partner of Becker B-14 Grove, LTD., on behalf of said entity, who is personally known to me or has produced _____ as identification.

Signature of Notary Public
Printed Name: _____
(Notary Seal)

OWNER

WITNESSES:

HOBE SOUND EQUESTRIAN, LLC

By: Becker B-14 Grove, Ltd.

Its: Authorized Member

By: Becker Sisters Management, LLC

Its: General Partner

Name: _____

By: _____
Thomas W. Hurley, Manager

Name: _____

By: _____
R. Scott Hurley, Manager

Name: _____

Name: _____

By: _____
Richard E. Hurley, Manager

Name: _____

Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of _____, 2022, by Thomas W. Hurley, as Manager of Becker Sisters Management, LLC, the General Partner of Becker B-14 Grove, LTD., the Authrized Member of Hobe Sound Equestrian, LLC, on behalf of said entity, who is personally known to me or has produced _____ as identification.

Signature of Notary Public
Printed Name: _____
(Notary Seal)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of _____, 2022, by R. Scott Hurley, as Manager of Becker Sisters Management, LLC, the General Partner of Becker B-14 Grove, LTD., the Authorized Member of Hobe Sound Equestrian, LLC, on behalf of said entity, who is personally known to me or has produced _____ as identification.

Signature of Notary Public
Printed Name: _____
(Notary Seal)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of _____, 2022, by Richard E. Hurley, as Manager of Becker Sisters Management, LLC, the General Partner of Becker B-14 Grove, LTD., the Authorized Member of Hobe Sound Equestrian, LLC, on behalf of said entity, who is personally known to me or has produced _____ as identification.

Signature of Notary Public
Printed Name: _____
(Notary Seal)

OWNER

WITNESSES:

HOBE SOUND POLO CLUB PROPERTY OWNERS' ASSOCIATION, INC.

Name: _____

By: _____
Thomas W. Hurley, President

Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of _____, 2022, by Thomas W. Hurley, as President of Hobe Sound Polo Club Property Owners' Associatin, Inc., on behalf of said entity, who is personally known to me or has produced _____ as identification.

Signature of Notary Public
Printed Name: _____
(Notary Seal)

COUNTY

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

ATTEST:

CAROLYN TIMMANN
Clerk of the Circuit Court and Comptroller

By: _____
DOUG SMITH, Chairman

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

(COMMISSION SEAL)

KRISTA A. STOREY
Senior Assistant County Attorney

Pursuant to Sec. 695.26, F.S.

Prepared by:

Name _____

Title _____

Address _____

EXHIBIT A

[LEGAL DESCRIPTION]

EXHIBIT B

OWNERSHIP CERTIFICATE

I, Robert S. Raynes, Jr., 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 _____, 2022 by and between BECKER B-14 GROVE, LTD, a Florida limited partnership, HOBE SOUND EQUESTRIAN, LLC, a Florida limited liability company, and HOBE SOUND POLO CLUB PROPERTY OWNERS' ASSOCIATION, INC., a Florida not for profit corporation and COUNTY, is in the ownership of BECKER B-14 GROVE, LTD, a Florida limited partnership, HOBE SOUND EQUESTRIAN, LLC, a Florida limited liability company, and HOBE SOUND POLO CLUB PROPERTY OWNERS' ASSOCIATION, INC., a Florida not for profit corporation.

Dated this _____ day of _____, 2022.

Robert S. Raynes, Jr.
Florida Bar # 124672
Gunster, Yoakley & Stewart, P.A.
800 SE Monterey Commons Boulevard, Suite 200
Stuart, Florida 34996

EXHIBIT C

UNIFIED CONTROL

The undersigned, being the OWNER of the property described in **Exhibit A**, to the Planned Unit Development Zoning Agreement (PUD) dated the ____ day of _____, 20__ between BECKER B-14 GROVE, LTD, a Florida limited partnership, HOBE SOUND EQUESTRIAN, LLC, a Florida limited liability company, and HOBE SOUND POLO CLUB PROPERTY OWNERS' ASSOCIATION, INC., a Florida not for profit corporation and COUNTY, does hereby covenant and agree that: (i) 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 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 may 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

WITNESSES:

BECKER B-14 GROVE, LTD.

By: Becker Sisters Management, LLC
Its: General Partner

Name: _____

By: _____
Thomas W. Hurley, Manager

Name: _____

Name: _____

By: _____
R. Scott Hurley, Manager

Name: _____

Name: _____

By: _____
Richard E. Hurley, Manager

Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of _____, 2022, by Thomas W. Hurley, as Manager of Becker Sisters Management, LLC, the General Partner of Becker B-14 Grove, LTD., on behalf of said entity, who is personally known to me or has produced _____ as identification.

Signature of Notary Public
Printed Name: _____
(Notary Seal)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of _____, 2022, by R. Scott Hurley, as Manager of Becker Sisters Management, LLC, the General Partner of Becker B-14 Grove, LTD., on behalf of said entity, who is personally known to me or has produced _____ as identification.

Signature of Notary Public
Printed Name: _____
(Notary Seal)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of _____, 2022, by Richard E. Hurley, as Manager of Becker Sisters Management, LLC, the General Partner of Becker B-14 Grove, LTD., on behalf of said entity, who is personally known to me or has produced _____ as identification.

Signature of Notary Public
Printed Name: _____
(Notary Seal)

OWNER

WITNESSES:

HOBE SOUND EQUESTRIAN, LLC

By: Becker B-14 Grove, Ltd.

Its: Authorized Member

By: Becker Sisters Management, LLC

Its: General Partner

Name: _____

By: _____
Thomas W. Hurley, Manager

Name: _____

By: _____
R. Scott Hurley, Manager

Name: _____

Name: _____

By: _____
Richard E. Hurley, Manager

Name: _____

Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of _____, 2022, by Thomas W. Hurley, as Manager of Becker Sisters Management, LLC, the General Partner of Becker B-14 Grove, LTD., the Authrized Member of Hobe Sound Equestrian, LLC, on behalf of said entity, who is personally known to me or has produced _____ as identification.

Signature of Notary Public
Printed Name: _____
(Notary Seal)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of _____, 2022, by R. Scott Hurley, as Manager of Becker Sisters Management, LLC, the General Partner of Becker B-14 Grove, LTD., the Authorized Member of Hobe Sound Equestrian, LLC, on behalf of said entity, who is personally known to me or has produced _____ as identification.

Signature of Notary Public
Printed Name: _____
(Notary Seal)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of _____, 2022, by Richard E. Hurley, as Manager of Becker Sisters Management, LLC, the General Partner of Becker B-14 Grove, LTD., the Authorized Member of Hobe Sound Equestrian, LLC, on behalf of said entity, who is personally known to me or has produced _____ as identification.

Signature of Notary Public
Printed Name: _____
(Notary Seal)

OWNER

WITNESSES:

HOBE SOUND POLO CLUB PROPERTY OWNERS' ASSOCIATION, INC.

Name: _____

By: _____
Thomas W. Hurley, President

Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of _____, 2022, by Thomas W. Hurley, as President of Hobe Sound Polo Club Property Owners' Association, Inc., on behalf of said entity, who is personally known to me or has produced _____ as identification.

Signature of Notary Public
Printed Name: _____
(Notary Seal)

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. This development shall be constructed in accordance with this timetable for development and the the phasing plan attached as Exhibit D-1.
- B. Final site plan approval for Phase 1B and 2A of the Discovery PUD development plan must be obtained within one year of the master site plan approval and all final site approvals must be obtained within five (5) years of approval of the master site plan.
- C. Construction must commence within two (2) years of each final site plan approval.
- D. The development of Discovery PUD infrastructure must be completed within seven (7) years of approval of the master site plan approval.
- E. Each phase of the development of the Discovery PUD shall be self supportive. The core infrastructure improvements, consisting of the required stormwater management system, the appropriate NPDES components, stablized roadways, and adequate fire protection must be completed before issuance of building permits. All required improvements, including but not limited to roads, sidewalks, stormwater and drainage facilities, utilities, landscaping, recreational amenities and those identified on the final site plan for the applicable phase, must be substantially completed, as determined by the County Engineer, prior to the issuance of any certificate of occupancy and prior to the timetable set forth below.

The phases 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 are as follows:

**Maximum period after date
of approval of PUD agreement**

Elements of Phase to be constructed

Phase I – 1 year (Dec. 31, 2022)

Phase 1A: Expansion of existing polo and equestrian club support facilities including improvements to existing buildings and structures, shade cabana structures for event viewing, improved parking and access from existing SE Polo Drive.

Phase 1B: All clearing, lake construction and site excavation and grading activities including golf course and residential areas, drainageways, lake interconnections, lake littoral zones, upland transition areas and habitat restoration area. Construction of 18-hole golf course and short course; Donation of Hobe Sound train station to Hobe Sound Historical Society.

Note: Existing SE Polo Drive to SE BlackCat Way (Grove XXIII Golf Club) shall remain in place until eastern spine road loop is constructed and certified complete by Martin County.

Phase 2 – 2 years (Dec. 31, 2023)

Phase 2A: Construction of eastern spine road loop from existing SE Polo Drive to SE BlackCat Way; Construction and donation of State Park access road and related facilities; Construction of residential pods C-1 through C-5 (69 lots), EQ-1 through EQ-3 (15 lots), E-1 through E-6 (49 lots) and E-17 (9 lots); Connection to regional water and wastewater treatment facilities and construction of supporting roads, sidewalks, trails, utilities and required landscaping. Installation of a traffic signal at the intersection of Bridge Road and the project entrance.

Phase 2B: Construction of organic farm facilities, temporary sales area; golf practice and teaching facilities, golf shelters and halfway facilities, temporary clubhouse facilities for short course and 18-hole golf course, temporary golf maintenance facilities including supporting roads, parking, sidewalks, trails, utilities and required landscaping.

Phase 3 – 3 years (Dec. 31, 2024)

Phase 3A: Construction of permanent maintenance and composting facilities; permanent short course clubhouse facilities including supporting roads, parking, sidewalks, trails, utilities and required landscaping.

Phase 3B: Construction of main golf and lake clubhouse and up to 10 club cottages (accessory units) including supporting roads, parking, sidewalks, trails, utilities and required landscaping.

Phase 4 – 4 years (Dec. 31, 2025)

Phase 4A: Extension of spine road to residential pod E-12; Construction of permanent short course clubhouse; Construction of residential pods E-7 through E-12 (53 lots) and L-1 (21 lots) including construction of supporting roads, parking, sidewalks, trails, utilities and required landscaping.

Phase 4B: Construction of kid’s club and sports park including supporting roads, parking, sidewalks, trails, utilities and required landscaping.

Phase 5 – 5 years (Dec. 31, 2026)

Phase 5: Complete spine road loop to SE Polo Drive; Construction of residential pods PE (20 lots), E-13 through E-16 (42 lots) and L-2 through L-4 (39 lots) including supporting roads, sidewalks, trails, utilities and required landscaping.

Unless otherwise specified below, construction of each phase shall be completed within two (2) years after the date the phase received final development plan approval.

- Each phase may be completed within 3 years of final site plan approval.

EXHIBIT F

SPECIAL CONDITIONS

1. DRAINAGE/STORMWATER MANAGEMENT

- A. It shall be the 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 the OWNER in obtaining permits from the SFWMD or funding the improvements necessary to develop the Discovery PUD.

- B. In order to ensure that the PUD's drainage/stormwater management system functions as designed and permitted in perpetuity, ASSOCIATION shall maintain the PUD's drainage/stormwater management system according to the Stormwater Management System Maintenance Plan and the Lake Area Management Plan (LAMP) to be submitted with final site plan application. The Maintenance Plan will provide that the ASSOCIATION 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.

2. EFFLUENT IRRIGATION

The OWNER agrees to accept wastewater effluent for irrigation, when available 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, provided that the effluent water meets the requirements of Section 62.610, of the Florida Administrative Code, as amended from time to time, and is suitable for use on golf courses, polo fields and/or other passive recreational areas. 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 the Discovery PUD to accommodate spray irrigation with wastewater effluent and provide adequate area for storage of such effluent.

3. EMERGENCY /CONSTRUCTION/ DELIVERY ACCESS

Any emergency/construction/delivery access indicated on the master site plan, final site plans and subdivision plats shall be primarily for emergency vehicles and construction and delivery vehicles, but may also be used by residential unit owners. The OWNER shall secure the emergency/construction/delivery access in a manner acceptable to the COUNTY. If gates are featured, a radio activated remote access system approved by the Fire Marshall is required.

4. PROTECTED SPECIES

In the event that it is determined that any protected plant or animal species, as defined in Martin County Land Development Regulations, is resident on or otherwise is significantly dependent upon the Discovery PUD, the 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, to the satisfaction of all agencies, is provided by the OWNER.

Gopher Tortoises – In Florida, gopher tortoises are protected as a Threatened Species. No land clearing or construction shall occur until all tortoises which 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 the Florida Fish and Wildlife Conservation Commission 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 - If the number of tortoises exceeds the carrying capacity of the remaining natural area, the Martin County Environmental Planning Administrator will be notified and will be provided with a copy of the Gopher Tortoise Relocation Permit from the Florida Fish and Wildlife Conservation Commission. Every attempt shall be made to relocate within Martin County.

5. FIRE PROTECTION

All structures, other than detached one and two family residences, which are in excess of 5,000 square feet or two stories or greater in height shall be provided 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.

6. IRRIGATION

Irrigation water for the entire Discovery PUD will be supplied by a regional utility or by various means in accordance with the Diversion and Impoundment Permit held by the Hobe St. Lucie Conservancy District, including the water use allocation designated for Unit 1A of the Hobe St. Lucie Conservancy District as authorized by permit from South Florida Water Management District in accordance with all applicable regulations.

7. SCHOOL IMPACT

The OWNER shall obtain a letter of "No Objection" from the Martin County School Board prior to final site plan approval for any residential units within the Discovery PUD.

8. TEMPORARY CONSTRUCTION OFFICE

The OWNER may establish and maintain on the property a temporary construction 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 the COUNTY.

9. TEMPORARY SALES OFFICE

The OWNER may establish and maintain on the property 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 sales office shall be supplied to the COUNTY.

10. EQUESTRIAN CENTER AND ORGANIC FARM

The OWNER may establish and maintain on the property equestrian and organic farm facilities on the existing polo grounds and may use interim on-site sewage disposal systems until such time as utilities are installed and available for the connection of those facilities. The OWNER agrees that the on-site sewage disposal systems will be removed at the time the sewer system utilities are available for connection.

11. TIME SHARING OR INTERVAL OWNERSHIP PROHIBITED

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

12. 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 Discovery PUD.

13. WATER/WASTEWATER:

Water and Wastewater services for this project shall be provided by a regional utility. OWNER shall provide an executed copy of an agreement for each phase for such service within 60 days of final site plan approval of that phase for the Discovery PUD. For water conservation OWNER shall individually meter each unit and/or supporting structure.

14. TRAFFIC IMPROVEMENTS

At no cost to COUNTY, OWNER shall design, permit, and install the traffic signal at the intersection of SE Bridge Road (CR-708) and the project entrance prior to the issuance of the first building permit for a residential unit in Phase 2A.

15. SUSTAINABLE DESIGN STANDARDS

The following sustainable standards have been incorporated into the design of the master site plan for the Discovery 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, bicycle paths and/or multi-use paths shall link neighborhood pods and shall provide linkage to natural and man made open spaces and recreation areas, wherever possible. See master trail system attached as Exhibit G.
- B. Every effort shall be made to provide monuments, focal points and places for gathering within the community, such as the gazebos indicated on the master 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" effect and to provide a more meaningful balance between green spaces and dwellings. Shade trees that primarily consist of *Quercus virginiana* shall be provided along the majority of roadways in a manner that will maintain their long-term survival and health/or for perpetuity. These shade trees shall be protected and maintained to avoid future conflicts with structures and utilities. Practices to be employed shall be in accordance with ANSI standards and include canopy pruning to promote good structure and growth as well as root pruning and buried root barriers as specified on approved plans to protect sidewalks, driveways, utilities and valley gutters. 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 and Hobe-St. Lucie Conservancy District shall maintain all common areas and preservation areas free of prohibited plant species as defined in Martin County Land Development Regulations 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).
- E. To minimize light pollution and potential negative impacts on wildlife, OWNER shall employ design criteria and lighting guidelines recognized by the International Dark Sky Association including...1) using the right amount of light, in the right place, at the right time, 2) using the lowest wattage of lamp that is feasible, 3) shielded lights on tops and sides, 4) motion detectors and 5) light curfews. Compliance with these standards The installation, utilization and maintenance, at any time and from time to time, of floodlights, halogen beam lights, or any other direct lighting installation shining directly into the Habitat Restoration Area or the adjoining Atlantic Ridge Preserve State Park property is prohibited within the Discovery PUD.

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.

16. PUBLIC BENEFITS:

- A. The Discovery PUD offsets the biological and ecological impacts of new development through low impact development and environmentally beneficial practices including community farming, water and energy conservation techniques, on-site composting facilities and innovative stormwater management systems that restore and enhance native habitat. This shall also include

the use of low impact development technologies for the construction of required stormwater treatment and infrastructure facilities. Within 36 months of Final Site Plan approval for Phase 1B, OWNER shall complete the restoration of the 125-acres, more or less of the “Habitat Restoration Area” shown on Exhibit D in accordance with the restoration plans approved by Martin County in consultation with the Atlantic Ridge Preserve State Park. Upon final acceptance by Martin County, the OWNER shall dedicate the site to the Hobe St. Lucie Conservancy District for perpetual maintenance responsibility and management in accordance with the approved habitat restoration management plan.

- B. The Discovery PUD provides enhanced water quality above the minimum requirements established in the Martin County Land Development Regulations through retention, detention, and on-site irrigation prior to discharge into receiving waters and ultimately discharging into the St. Lucie River. The project contains approximately 192 acres of lakes with additional lake littoral zones to be used for wet detention, irrigation and stormwater treatment. In addition to providing the required treatment from the proposed development area, an additional 320 acres of offsite property (Thomas Produce Site) will also be captured and treated by the project stormwater management system. By doing so, agricultural runoff from the adjacent offsite property will be provided attenuation and water quality treatment prior to discharge into the St. Lucie River via the South Fork.
- C. The Discovery PUD provides protection and management of natural lands in perpetuity over and above minimum wetland and upland preserve area and open space requirements and provides the perpetual management and/or maintenance of off-site lands encumbered by an agricultural or conservation easement including a funding mechanism for the required management and/or maintenance. Within sixty (60 days) of approval of this PUD Agreement, OWNER shall place the Becker Tree Farm Parcel (800 acres +/-) into a permanent agricultural easement, benefitting the COUNTY, and restricting the future use of the Becker Tree Farm Parcel to agricultural purposes only and prohibiting any development of the Becker Tree Farm Parcel. However, the agricultural easement shall not prohibit the conveyance of the Becker Tree Farm Parcel to other entities or persons that use it for bonafide agricultural purposes. Within sixty (60 days) of approval of Phase 2A, the permanent agricultural easement shall be amended to include a 501(c)(3) as a benefitted party to the easement.
- D. The Discovery PUD provides compatibility with adjacent agricultural uses and surrounding rural development through site design and location of open space. Adjacent park lands within the Atlantic Ridge Preserve State Park shall be protected by way of the wetland and upland habitat restoration, the donation of an access road and equestrian facilities and by providing a minimum 100’ buffer of native plantings which may include equestrian trails. To minimize light pollution and potential negative impacts on wildlife, OWNER shall employ design criteria and lighting guidelines recognized by the International Dark Sky Association including: 1) using the right amount of light, in the right place, at the right time, 2) using the lowest wattage of lamp that is feasible, 3) shielded lights on tops and sides, 4) motion detectors and 5) light curfews. The Declaration of Covenants and Deed Restrictions shall disclose to all residents and members the potential impacts associated with controlled burns prescribed and conducted by the Atlantic Ridge Preserve State Park
- E. The Discovery PUD fosters healthy lifestyles by creating an interconnected multi-use internal trail system providing access to managed natural areas, open space, parks and civic spaces. Within 24 months of Final Site Plan approval, OWNER shall construct a public-use access road along the eastern boundary of the project from Bridge Road to Lot 34 of the existing Hobe

Sound Polo Club Plat, pursuant to the Master Site Plan shown on attached Exhibit “D,” and convey said access road to the Hobe St. Lucie Conservancy District. The OWNER shall construct the access road to County standards prior to conveyance. Existing structures as shown on the Master Site Plan, attached as Exhibit D, shall be conveyed to the State of Florida by special warranty deed, for addition to the Atlantic Ridge Preserve State Park. The total acreage conveyed shall equal twenty-five (25) acres, more or less, in accordance with the Master Site Plan shown on attached Exhibit “D”. The State Park shall be responsible for all operations and maintenance of the existing structures and the Hobe St. Lucie Conservancy District shall be responsible for the maintenance of the access road.

- F. The Discovery PUD minimizes greenhouse gas emissions and vehicle miles traveled by providing a mix of transportation alternatives including multi-modal paths, alternative powertrain vehicles and equipment, on-site charging stations, etc. Specifically, Tesla and EV charging stations will be provided on site, shuttle services will be made available to residents and guests and a cart charging barn will be designed with solar power to the extent feasible. Proposed buildings and residences shall include the use of LEED design and green building construction methods including the use of solar and renewable energy sources to the extent feasible.
- G. The Discovery PUD provides for self-supporting project elements such as first-aid, private security, recreation amenities, community store and/or land use restrictions to reduce traffic impact and dependence on the lands within the urban service districts.
- H. The Discovery PUD provides private or public recreation uses and events that support or complement sustainable rural or agricultural lifestyles and local charities or that provide direct environmental benefit, employment, or economic opportunities. These may include but not be limited to polo and equestrian events for public viewing and/or charity events and donations offered by the Discovery Foundation. To promote the rich cultural history of the Hobe Sound area, OWNER shall deliver the Historic Hobe Sound train station to Hobe Sound Historical Society within sixty (60 days) of Phase 1B Final Site Plan approval.

17. TERMINATION OF THE HOBE SOUND POLO CLUB PROJECT FINAL SITE PLAN APPROVAL WITH A CERTIFICATE OF PUBLIC FACILITIES RESERVATION:

The Hobe Sound Polo Club Final Site Plan Approval, Resolution Number 08-6.9, dated June 3, 2008, and recorded in Official Records Book 2350, Pages 130 through 134; Martin County Development Order Change Regarding Approval of an Administrative Amendment for the Hobe Sound Polo Club Revised Final Site Plan, dated December 1, 2008, and recorded in Official Records Book 2373, Pages 1760 through 1765; Resolution Number 08-12.6, Regarding Change in Zoning District Classification from A-1, Small Farms District, to AG-20A, Agricultural District and RE-2A, Rural Estate District for Groves 14, LLC, with a Certificate of Public Facilities Exemption, dated December 9, 2008, and recorded in Official Records Book 2366, Pages 1483 through 1490; and Development Order Regarding a Timetable Extension for Hobe Sound Polo Club Final Site Plan, dated October 21, 2009, and recorded in Official Records Book 2419, Pages 824 through 825 all of the Public Records of Martin County, Florida, are hereby terminated and deemed null and void as of the effective date of this PUD Agreement. Accordingly, any development pursuant to the Hobe Sound Polo Club Final Site Plan Approval Resolutions and Development Orders referenced above for the Hobe Sound Polo Club Revised Final Site Plan is no longer authorized and shall not be permitted.

18. COMPLIANCE REQUIREMENTS

The Discovery PUD shall comply with all requirements of the Martin County Comprehensive Growth Management Plan, including Policy 14.13A.18. Rural Lifestyle. Unless specifically provided for within this PUD Agreement, the Discovery PUD shall comply with all requirements of the General Ordinances and Land Development Regulations of the Martin County Code.