

Prepared by and return to:  
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File No. BA371-0001

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

THIS AMENDMENT TO THE RANCH PLANNED UNIT DEVELOPMENT ZONING AGREEMENT (“Amendment”), made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between JWA RANCH, LLC, a Delaware limited liability company (“OWNER”) and MARTIN COUNTY, a political subdivision of the State of Florida, hereinafter referred to as “COUNTY.”

**WITNESSETH:**

**WHEREAS**, after appropriate notice, public hearing and approval, OWNER and COUNTY on or about the April 30, 2024, entered into a Planned Unit Development Zoning Agreement for the development of a project in Martin County, Florida, known as “The Ranch,” which Planned Unit Development Agreement (“PUD Agreement”) is recorded in Official Records Book 3446, beginning at Page 1911, of the Public Records of Martin County, Florida (“Public Records”) (“PUD Agreement”); and

**WHEREAS**, OWNER and COUNTY desire to amend the PUD Agreement to amend Exhibit D, Master Site Plan, Exhibit E, Timetable for Development, and Exhibit E-1, Phasing Plan, and add a special condition to Exhibit F, Special Conditions, regarding preservation outside designated preserve areas and the depth of allowable excavation.

**NOW, THEREFORE**, it is agreed between the OWNER and COUNTY that the PUD Agreement is amended as follows:

1. The recitals and exhibits as set forth herein are true and correct and are hereby made a part of this First Amendment.

2. Exhibit D, Master Plan, of the PUD Agreement, is hereby deleted and replaced in its entirety with Exhibit D attached hereto to this Amendment and made a part herein.

3. Exhibit E, Timetable for Development, of the PUD Agreement, is hereby deleted and replaced in its entirety with Exhibit E attached hereto to this Amendment and made a part herein.

4. Exhibit E-1, Phasing Plan, of the PUD Agreement, is hereby deleted and replaced in its entirety with Exhibit E-1 attached hereto to this Amendment and made a part herein.

5. Exhibit F, Special Conditions, of the PUD Agreement, is hereby amended as follows:

a. Paragraph 16.K. is deleted in its entirety and replaced with the following:

“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 in the developed area of the site, excluding required habitat preservation areas. 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 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.”

b. Paragraph 17 is added as follows:

“17. EXCAVATION AND FILL.

The PUD shall comply with the requirements of Article 4, Division 8, Excavating, Filling and Mining, provided the depth of an excavated body of water shall not exceed 40 feet as measured from the water control elevation to the bottom and the bottom shall be a minimum of 30 feet above

the confining unit of the Upper Floridan Aquifer (Hawthorn Group).”

6. This Amendment is determined to meet the requirements for a Certificate of Public Facilities Deferral as set forth in Section 5.32.B.3.f, Land Development Regulations, Martin County Code.

7. All of the terms and conditions of the PUD Agreement and Exhibits which are not specifically amended or revised by this Amendment shall remain in full force and effect as stated therein.

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals on the day and year first above written.

**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 \_\_\_\_\_  
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: \_\_\_\_\_

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
MARTIN COUNTY, FLORIDA

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CAROLYN TIMMANN, CLERK OF THE  
CIRCUIT COURT AND COMPTROLLER

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HAROLD E. JENKINS II, CHAIR

APPROVED AS TO FORM & LEGAL  
SUFFICIENCY:

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ELYSSE A. ELDER  
DEPUTY COUNTY ATTORNEY

**EXHIBIT D**  
**REVISED MASTER SITE PLAN**

See approved Master Site Plan on following page(s).

**EXHIBIT E**  
**REVISED 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)	<p>A. Reestablishment of agriculture use and existing cattle operation on portions of the southern parcel, 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).</p> <p>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.</p> <p>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 &amp; Golf Maintenance Facility, Range House &amp; 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.</p> <p>D. At the time of Final Site Plan, all preserve areas included within the boundaries of this phase will be identified and made part of a</p>

	<p>Preserve Area Management Plan (PAMP). All preserve areas identified within this phase will be established and managed in accordance with the PAMP.</p>
<p>Phase 2 – (three years of approval of the PUD Agreement)</p>	<p>A. Reestablishment of agriculture use and existing cattle operation on balance of southern parcel, onto lands outside of future development area including improvements to existing buildings and structures.</p> <p>B. Construction of SW Gate 12 Crossing Road and gated entry from Kanner Highway (S.R. 76) to SW Ranchers Road.</p> <p>C. 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, Club Amenity Area, and golf cottages including supporting roads, parking, sidewalks, trails, utilities, and required landscape.</p> <p>D. At the time of Final Site Plan, all preserve areas included within the boundaries of this phase will be identified and made part of a Preserve Area Management Plan (PAMP). All preserve areas identified within this phase will be established and managed in accordance with the PAMP.</p>
<p>Phase 3 – (five years of approval of the PUD Agreement)</p>	<p>A. Reestablishment of agriculture use and existing cattle operation on portions of northern parcel, onto lands outside of future development area including improvements to existing buildings and structures.</p> <p>B. 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>C. 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>D. Construction of Residential Pod 3 including supporting road, parking, sidewalks, trails, utilities, and required landscape.</p> <p>E. At the time of Final Site Plan, all preserve areas included within the boundaries of this phase will be identified and made part of a Preserve Area Management Plan (PAMP). All preserve areas identified within this phase will be established and managed in accordance with the PAMP.</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**  
**REVISED PHASING PLAN**

See approved Phasing Plan on following page(s).