

EXHIBIT "A"

Bridgewater Preserve

Legal Description

(PCN# 28-40-42-000-00121-0)

A PARCEL OF LAND LYING IN THE WEST ONE-HALF OF SECTION 28, TOWNSHIP 40 SOUTH, RANGE 42 EAST, MARTIN COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE WEST ONE-HALF OF SAID SECTION 28; SAID SOUTHEAST CORNER BEING THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 28; THENCE, NORTH 89°46'29" WEST, ALONG THE SOUTH LINE OF THE WEST ONE-HALF OF SAID SECTION 28, A DISTANCE OF 10.00 FEET FOR A POINT OF BEGINNING;

THENCE, CONTINUE NORTH 89°46'29" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 2,583.59 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 28; THENCE, NORTH 00°29'03" WEST, ALONG THE WEST LINE OF SAID SECTION 28, A DISTANCE OF 2,642.05 FEET TO THE WEST ONE-QUARTER CORNER OF SAID SECTION 28; THENCE, NORTH 00°28'35" WEST, CONTINUING ALONG THE WEST LINE OF SAID SECTION 28, A DISTANCE OF 1,640.89 FEET; THENCE, THE FOLLOWING 64 COURSES ALONG THE SOUTHERLY BOUNDARY OF THE LANDS DESCRIBED IN EXHIBIT "B" AND RECORDED IN OFFICIAL RECORDS BOOK 1785, PAGE 546, PUBLIC RECORDS, MARTIN COUNTY, FLORIDA:

THENCE, SOUTH 37°44'46" EAST, DEPARTING SAID WEST LINE, A DISTANCE OF 49.59 FEET; THENCE, SOUTH 47°09'27" EAST, A DISTANCE OF 81.82 FEET; THENCE, NORTH 85°35'58" EAST, A DISTANCE OF 91.47 FEET; THENCE, NORTH 70°01'47" EAST, A DISTANCE OF 56.86 FEET; THENCE, NORTH 41°50'37" EAST, A DISTANCE OF 69.03 FEET; THENCE, NORTH 11°18'54" EAST, A DISTANCE OF 66.31 FEET; THENCE, NORTH 20°01'30" EAST, A DISTANCE OF 115.07 FEET; THENCE, NORTH 38°35'03" EAST, A DISTANCE OF 82.14 FEET; THENCE, NORTH 49°43'52" EAST, A DISTANCE OF 66.41 FEET; THENCE, NORTH 57°44'43" EAST, A DISTANCE OF 46.46 FEET; THENCE, NORTH 70°11'08" EAST, A DISTANCE OF 60.34 FEET; THENCE, NORTH 88°05'53" EAST, A DISTANCE OF 205.91 FEET; THENCE, SOUTH 58°35'20" EAST, A DISTANCE OF 61.90 FEET; THENCE, SOUTH 37°44'21" EAST, A DISTANCE OF 49.14 FEET; THENCE, SOUTH 20°39'11" EAST, A DISTANCE OF 85.21 FEET; THENCE, SOUTH 05°55'02" WEST, A DISTANCE OF 82.75 FEET; THENCE, SOUTH 03°18'22" EAST, A DISTANCE OF 95.33 FEET; THENCE, SOUTH 30°35'45" EAST, A DISTANCE OF 93.33 FEET; THENCE, SOUTH 49°51'09" EAST, A DISTANCE OF 88.51 FEET; THENCE, SOUTH 76°29'08" EAST, A DISTANCE OF 91.13 FEET; THENCE, NORTH 84°05'57" EAST, A DISTANCE OF 131.51 FEET; THENCE, NORTH 54°10'49" EAST, A DISTANCE OF 81.43 FEET; THENCE, NORTH 33°35'53" EAST, A DISTANCE OF 75.94 FEET; THENCE, NORTH 10°22'27" EAST, A DISTANCE OF 98.60 FEET; THENCE, SOUTH 56°20'59" EAST, A DISTANCE OF 165.15 FEET; THENCE, SOUTH 77°01'42" EAST, A DISTANCE OF 63.47 FEET; THENCE, SOUTH 55°20'48" EAST, A DISTANCE OF 79.17 FEET; THENCE, NORTH 87°08'04" EAST, A DISTANCE OF 117.44 FEET; THENCE, NORTH 30°59'21" EAST, A DISTANCE OF 70.13 FEET; THENCE, SOUTH 50°59'19" EAST, A DISTANCE OF 265.80 FEET; THENCE, SOUTH 28°16'32" EAST, A DISTANCE OF 115.88 FEET; THENCE, SOUTH 14°03'34" EAST, A DISTANCE OF 175.32 FEET; THENCE, SOUTH 20°00'52" EAST, A DISTANCE OF 111.82 FEET; THENCE, SOUTH 10°01'43" EAST, A DISTANCE OF 83.51 FEET; THENCE, SOUTH 07°07'45" WEST, A DISTANCE OF 39.67 FEET; THENCE, SOUTH 18°59'12" WEST, A DISTANCE OF 323.65 FEET; THENCE, SOUTH 25°02'56" WEST, A DISTANCE OF 260.18 FEET; THENCE, SOUTH 11°36'02" WEST, A DISTANCE OF 158.82 FEET; THENCE, SOUTH 53°26'28" WEST, A DISTANCE OF 29.03 FEET; THENCE, SOUTH 67°09'37" WEST, A DISTANCE OF 23.15 FEET; THENCE, NORTH 88°01'26" WEST, A DISTANCE OF 45.54 FEET; THENCE, NORTH 83°08'21" WEST, A DISTANCE OF 45.92 FEET; THENCE, NORTH 57°01'57" WEST, A DISTANCE OF 16.58 FEET; THENCE, NORTH 76°43'44" WEST, A DISTANCE OF 40.84 FEET; THENCE, NORTH 54°28'41" WEST, A DISTANCE OF 46.78 FEET; THENCE, NORTH 78°31'15" WEST, A DISTANCE OF 33.52 FEET TO THE POINT OF A CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 235.00 FEET; THENCE, SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 58°37'12", A DISTANCE OF 240.43 FEET TO THE POINT OF TANGENCY; THENCE, SOUTH 42°51'33" WEST, A DISTANCE OF 32.24 FEET; THENCE, SOUTH 33°49'14" WEST, A DISTANCE OF 40.67 FEET; THENCE, SOUTH 23°12'27" WEST, A DISTANCE OF 74.69 FEET; THENCE, SOUTH 12°33'52" WEST, A DISTANCE OF 82.08 FEET; THENCE, SOUTH 09°16'29" WEST, A DISTANCE OF 96.84 FEET; THENCE, SOUTH 00°54'55" EAST, A DISTANCE OF 75.35 FEET; THENCE, SOUTH 09°06'21" EAST, A DISTANCE OF 76.35 FEET; THENCE, SOUTH 50°00'19" EAST, A DISTANCE OF 88.04 FEET; THENCE, SOUTH 68°37'21" EAST, A DISTANCE OF 29.71 FEET;

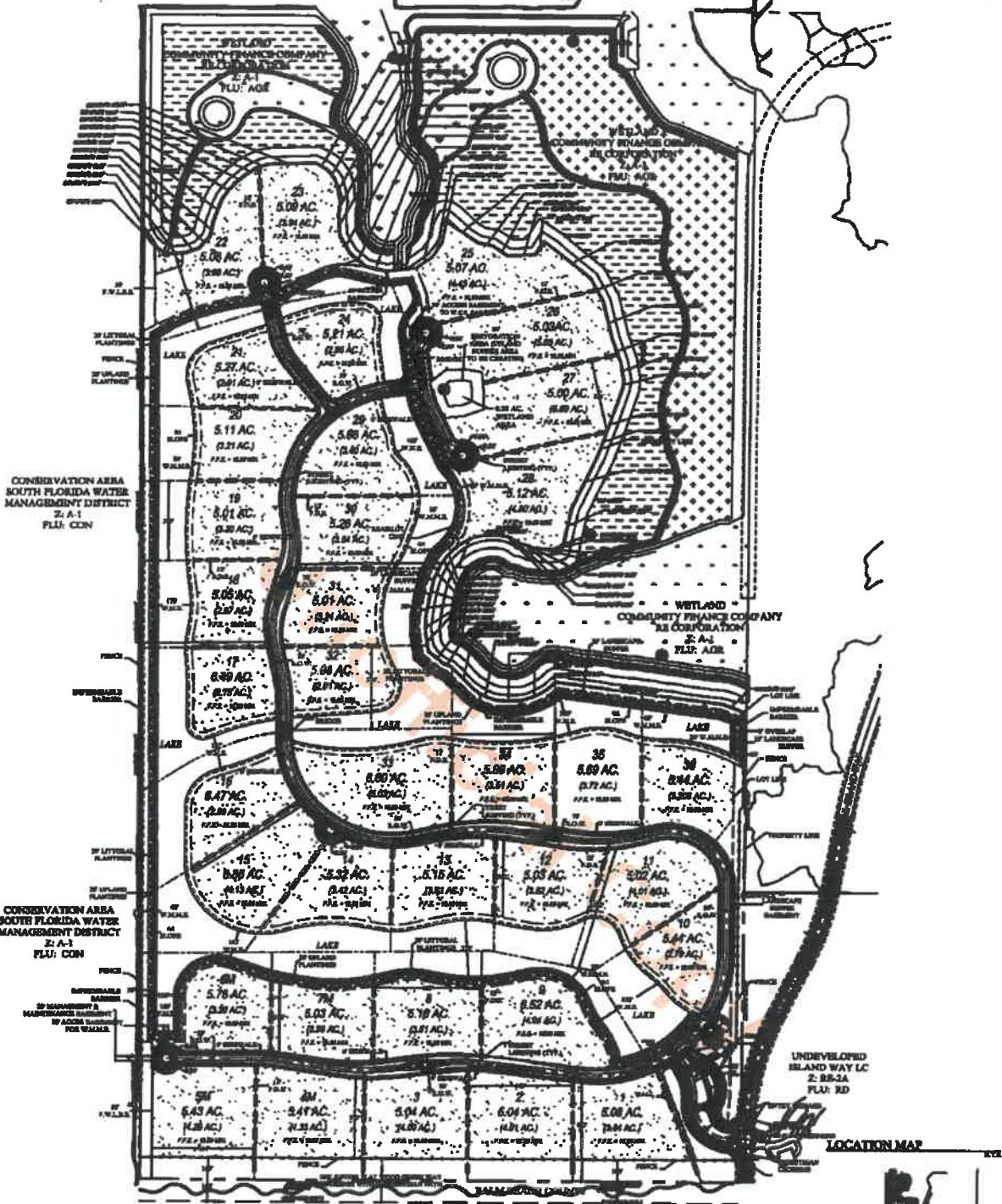
THENCE, SOUTH 44°58'26" EAST, A DISTANCE OF 136.09 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 200.00 FEET; THENCE, SOUTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 45°14'50", A DISTANCE OF 157.94 FEET TO THE POINT OF TANGENCY; THENCE, NORTH 89°46'44" EAST, A DISTANCE OF 24.81 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 250.00 FEET; THENCE, NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 46°05'27", A DISTANCE OF 201.11 FEET TO THE POINT OF TANGENCY; THENCE, NORTH 43°41'16" EAST, A DISTANCE OF 9.51 FEET; THENCE, SOUTH 82°15'49" EAST, A DISTANCE OF 734.51 FEET; THENCE, SOUTH 68°22'04" EAST, A DISTANCE OF 109.03 FEET TO THE INTERSECTION THEREOF WITH THE EAST LINE OF THE WEST ONE-HALF OF SAID SECTION 28;

THENCE, SOUTH 00°01'10" WEST, DEPARTING SAID SOUTHERLY BOUNDARY, A DISTANCE OF 1,749.07 FEET TO A POINT ON A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1230.00 FEET AND WHOSE RADIUS POINT BEARS SOUTH 82°50'11" EAST; SAID POINT ALSO BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF S.E. ISLAND WAY (A 60 FOOT ROAD RIGHT-OF-WAY); THENCE, SOUTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 07°01'49", A DISTANCE OF 150.92 FEET TO THE POINT OF TANGENCY; THENCE, SOUTH 00°08'00" WEST, CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY, A DISTANCE OF 227.68 FEET TO THE POINT OF BEGINNING.

CONTAINING: 215.46 ACRES, MORE OR LESS

Unofficial Copy

EXHIBIT "B"



SITE DATA

PROPOSED USE: SINGLE-FAMILY RESIDENTIAL

PROPOSED LOTS: 40

PROPOSED LOTS PER ACRE: 1.0

PROPOSED LOT AREA: 5,000 SQ. FT.

PROPOSED LOT WIDTH: 30 FT.

PROPOSED LOT DEPTH: 167 FT.

PROPOSED LOT SPACING: 10 FT.

PROPOSED LOT SETBACK: 5 FT.

PROPOSED LOT FRONT YARD SETBACK: 5 FT.

PROPOSED LOT SIDE YARD SETBACK: 5 FT.

PROPOSED LOT REAR YARD SETBACK: 5 FT.

PROPOSED LOT CORNER SETBACK: 5 FT.

PROPOSED LOT DRIVEWAY SETBACK: 5 FT.

PROPOSED LOT DRIVEWAY WIDTH: 10 FT.

PROPOSED LOT DRIVEWAY DEPTH: 10 FT.

PROPOSED LOT DRIVEWAY SPACING: 10 FT.

PROPOSED LOT DRIVEWAY SETBACK: 5 FT.

PROPOSED LOT DRIVEWAY FRONT YARD SETBACK: 5 FT.

PROPOSED LOT DRIVEWAY SIDE YARD SETBACK: 5 FT.

PROPOSED LOT DRIVEWAY REAR YARD SETBACK: 5 FT.

PROPOSED LOT DRIVEWAY CORNER SETBACK: 5 FT.

PROPOSED LOT DRIVEWAY DRIVEWAY SETBACK: 5 FT.

PROPOSED LOT DRIVEWAY DRIVEWAY WIDTH: 10 FT.

PROPOSED LOT DRIVEWAY DRIVEWAY DEPTH: 10 FT.

PROPOSED LOT DRIVEWAY DRIVEWAY SPACING: 10 FT.

PROPOSED LOT DRIVEWAY DRIVEWAY SETBACK: 5 FT.

PROPOSED LOT DRIVEWAY DRIVEWAY FRONT YARD SETBACK: 5 FT.

PROPOSED LOT DRIVEWAY DRIVEWAY SIDE YARD SETBACK: 5 FT.

PROPOSED LOT DRIVEWAY DRIVEWAY REAR YARD SETBACK: 5 FT.

PROPOSED LOT DRIVEWAY DRIVEWAY CORNER SETBACK: 5 FT.

PROPOSED LOT DRIVEWAY DRIVEWAY DRIVEWAY SETBACK: 5 FT.

NOTES

1. ALL DIMENSIONS ARE IN FEET AND INCHES.

2. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.

3. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

4. ALL DIMENSIONS ARE TO EXTERIOR UNLESS OTHERWISE NOTED.

5. ALL DIMENSIONS ARE TO INTERIOR UNLESS OTHERWISE NOTED.

6. ALL DIMENSIONS ARE TO SURFACE UNLESS OTHERWISE NOTED.

7. ALL DIMENSIONS ARE TO GRADE UNLESS OTHERWISE NOTED.

8. ALL DIMENSIONS ARE TO FINISH UNLESS OTHERWISE NOTED.

9. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.

10. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

11. ALL DIMENSIONS ARE TO EXTERIOR UNLESS OTHERWISE NOTED.

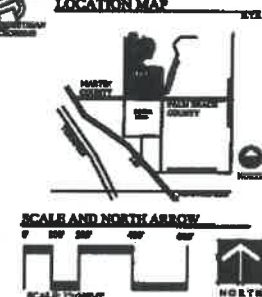
12. ALL DIMENSIONS ARE TO INTERIOR UNLESS OTHERWISE NOTED.

13. ALL DIMENSIONS ARE TO SURFACE UNLESS OTHERWISE NOTED.

14. ALL DIMENSIONS ARE TO GRADE UNLESS OTHERWISE NOTED.

15. ALL DIMENSIONS ARE TO FINISH UNLESS OTHERWISE NOTED.

JUPITER BELLS
SINGLE-FAMILY
Z: RUD
FLU: RES-MED/DIR



NO.	DESCRIPTION	DATE
1	PRELIMINARY PLAN	10/15/03
2	FINAL PLAN	11/10/03
3	REVISION	
4	REVISION	
5	REVISION	
6	REVISION	
7	REVISION	
8	REVISION	
9	REVISION	
10	REVISION	



BRIDGEWATER PRESERVE
SIMMONS BUILDING CORPORATION, INC.
MARTIN COUNTY, FLORIDA

LAND DESIGN SOUTH
Landscape Architecture and Planning/Environmental Consulting

EXHIBIT C MARTIN COUNTY, FLORIDA

PRESERVE AREA MANAGEMENT PLAN

For:

BRIDGEWATER OF JUPITER, FLORIDA

SIMMONS BUILDING CORPORATION, INC
1090 Jupiter Park Dr.
Jupiter, Florida 33458
(561) 714-1944

Parcel Control Number
28-48-000-000-00121-0
Section 28/Township40S/Range42E

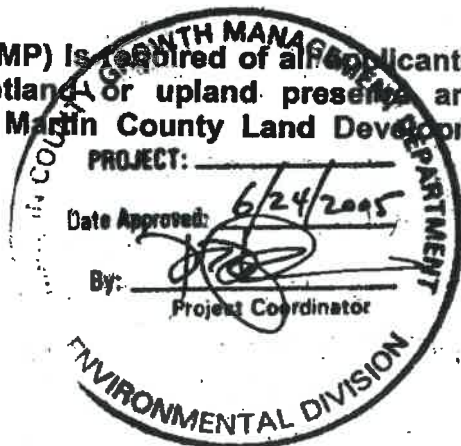
Prepared by:

LAND DESIGN SOUTH
2101 Centrepark West Drive, Suite 100
West Palm Beach, Florida 33409
(561) 478-8501

REVISED
MAY 6, 2005

Approved by/Date : _____

A Preserve Area Management Plan (PAMP) is required of all applicants for development approval on sites which contain wetland or upland preserve areas, pursuant to provisions of Section 4.36.A.1 of the Martin County Land Development Regulations, Martin County Code.



REVISED

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Documentation of Contacts with Regulatory Agencies Regarding Upland Habitat Protection, Delineation and Jurisdiction: FFWCC, USFWS letters

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Adjacent Wetlands to the West of Project Site Location Map

1.0 GENERAL

The owner(s) of the lands to be preserved/maintained by this Preserve Area Management Plan (PAMP) and the developer(s) of Bridgewater development located One and three quarters mile north of Indian Town Road and one mile east of Florida Interstate Hwy. I-95, Section 28/Township40S/Range42E unincorporated Martin County, their successors and assigns, and their environmental consultants and contractors, will implement and comply with all portions of this PAMP

Compliance with the terms of this PAMP includes submittal of all Monthly Monitoring Reports on PAMP compliance throughout all phases of project construction and submittal of all Annual Monitoring Reports following completion of project construction, pursuant to Section 10.17 of the Martin County Land Development Regulations. The owner(s) of the lands to be preserved/maintained shall have ultimate responsibility for the submittal of all Monthly and Annual Monitoring Reports, according to the format and schedule requirements of Section 10 of this PAMP.

As noted in Section 9 of this PAMP, the Martin County Environmental Planning Administrator shall be notified in writing within thirty (30) days of transfer of ownership of any lands to be preserved/maintained under the terms of this PAMP. Failure to notify shall be considered as non-compliance with the terms of this PAMP

This PAMP will not be altered or amended by either Martin County or the owner/developer of Bridgewater development, except by an alteration or amendment agreed to by both the Martin County Environmental Planning Administrator and the owner/developer of Bridgewater development. Such alterations and amendments shall be inserted into the PAMP and the final revised document shall be recorded by the Martin County Clerk of Courts. The revised PAMP will be labeled with the appropriate O.R. Book and Page Number. Three copies of the revised document shall be provided to the Martin County Environmental Planning Administrator within thirty (30) days of the Recording date.

2.0 ENVIRONMENTAL ASSESSMENT

The Environmental Assessment includes maps and text which accurately depict the site's location, soils, wetlands, uplands, listed species, previous impacts, preserve area locations and boundaries, and any other significant environmental features.

2.1 Location

The subject parcel is located one and three quarters of a mile north of Indiantown Road and one mile east of Florida Interstate Hwy I-95. The parcel is in un-incorporated Martin County, Section 28, Township

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40S and Range 42E. The subject parcel is approximately 215.44 acres in size.

2.2 Soils

The soil existing on the site, have been altered by agricultural practices (plowing, tilling hydrology alteration). The historic soil types as depicted by the Soil Survey of Martin County Area, Florida (United States Department of Agriculture, Soil Conservation Service, 1981) are as follows:

4 - Waveland sand - This nearly level, poorly drained, sandy soil has a similar profile as Lawnwood fine sand. It is located in broad flatwood areas with a slope ranging from 0 to 2 percent. Under natural conditions, the water table is within 10 inches of the surface for 2 to 4 months in most years. It is within a depth of 10 to 40 inches for 6 months or more in most years. Natural vegetation is slash pine and an understory of saw palmetto, gallberry, fetterbush, huckleberry, runner oak and wax myrtle. Ground cover is dominated by upland grasses and forbs.

55 - Basinger fine sand - This is a nearly level, poorly drained soil located in sloughs and poorly defined drainageways in the flatwoods. The water table is within 10 inches of the surface for 2 to 4 months in most years and within 10 to 30 inches for 6 months or more in most years. Native vegetation consists of slash pine, saw palmetto, inkberry, fetterbush, pineland-awn, and other grasses.

A copy of the soil survey has been attached for reference.

2.3 Habitats -

Wetland Habitats

According to review of the on-site conditions, it does appear that there is one wetland that may be considered jurisdictional by the South Florida Water Management District (SFWMD) and or the U. S. Army Corps of Engineers (Corps). The Soil Survey of Martin County Area, Florida (U.S. Department of Agriculture, Soil Conservation Service, 1981) indicates that historically the subject parcel contains both hydric and non-hydric soils (see Soils section for detail).

The on-site wetland is located within the northeast section of the subject parcel. Florida Land Use, Cover and Forms Classification System (FLUCCS) designation for the on-site wetland would be cypress head. The cypress wetland is of low quality due to hydrological alterations and isolation from historic agricultural land use on the subject parcel. Exotic vegetation has encroached into the wetland and provided approximately 25 percent vegetative coverage. Hydrology appears to be sufficient for sustaining hydrophytic vegetation.

See the following Florida Land Use Cover and Forms Classification System (FLUCCS) break down of wetland community designation and

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acreages.

The FLUCCS acreages and FLUCCS map community location have been mapped using sub-meter GPS location mapping.

Wetland FLUCCS

621 - Cypress =0.28ac.

WETLAND VEGETATION

The following is a partial list of plant species observed within the cypress wetland on the subject parcel, both native and non-native:

<u>Common Name</u>	<u>Scientific Name</u>	<u>Designation</u>
Pond Cypress	Taxodium ascendens	Native
Brazilian pepper	Schinus terebinthifolius	Exotic
Dogfennel	Eupatotium capillifolium	Native
Bahiagrass	Paspalum notatum	Exotic
Torpedograss	Panicum repens	Exotic
Swamp fern	Blechnum serrulatum	Native

Upland Habitat

Historically, the uplands on the subject parcel were utilized as agricultural row crop fields and improved pasture. Most recent usage has been improved pasture for cattle grazing. Currently, the parcel is not being utilized for any type of agricultural production (cattle or crop).

No native upland vegetative communities exist on the subject parcel. No native trees, shrubs or palms were located within the uplands on the parcel.

Upland FLUCCS

211 - Improved Pastures = 215.16ac.

UPLAND VEGETATION

The following plant species exist within the upland communities on the subject parcel, both native and non-native:

<u>Common Name</u>	<u>Scientific Name</u>	<u>Designation</u>
Brazilian pepper	Schinus terebinthifolius	Exotic
Ragweed common	Ambrosia artemisiifolia	Native
Ragweed giant	Ambrosia tritida	Native
Dogfennel	Eupatotium capillifolium	Native
Bahiagrass	Paspalum notatum	Exotic
Caesarweed	Caesarweed Urena lobata	Native
Torpedograss	Panicum repens	Exotic

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Exotic Vegetation -

Exotic vegetation encroachment within the subject parcel is most evident along the parcels east, west and south property boundary, the small isolated wetland and exotic herbs and grasses utilized as ground cover within the uplands.

The following is a partial list of exotic plant species observed within the the subject parcel:

<u>Common Name</u>	<u>Scientific Name</u>	<u>Designation</u>
Brazilian pepper	Schinus terebinthifolius	Exotic
Bahiagrass	Paspalum notatum	Exotic
Torpedograss	Panicum repens	Exotic

2.4 Protected Species

A environmental assessment was performed on the subject parcel By Land Design South Environmental staff on the 16th of June 2004. A copy of the assessment text has been included in the appendices. No endangered, threatened or species of special concern or signs thereof as listed by the Florida Fish and Wildlife Conservation (FFWCC) Commission or U.S. Fish and Wildlife Service (USFWS) were observed on the site.

The following table lists wildlife listed species (Florida Fish and Wildlife Conservation Commission and U.S. Fish and Wildlife Service) observed on site or their probability of occurrence on the parcel.

A. Amphibians

Common Name	Scientific Name	Protected Species	
		State	Federal
Pine Barrens treefrog	<i>Hyla andersonii</i> (3)	SCC	
Gopher frog	<i>Rana capito</i> (3)	SCC	

B. Birds

Common Name	Scientific Name	Protected Species	
		State	Federal
Southeastern American Kestrel	<i>Falco sparverius paulus</i> (4)	SCC	
American Bald eagle	<i>Haliaeetus leucocephalus</i> (3)	T	T
Red-cockaded woodpecker	<i>Picoides borealis</i> (3)	T	E
Little blue heron	<i>Egretta caerulea</i> (3)	SSC	
Tricolor egret	<i>Egretta rufescens</i> (3)	SSC	
Snowy egret	<i>Egretta thula</i> (3)	SSC	
Reddish egret	<i>Egretta tricolor</i> (3)	SSC	
White ibis	<i>Eudocimus albus</i> (4)	SSC	
Wood stork	<i>Mycteria americana</i> (3)	T	E
Florida Sandhill crane	<i>Grus Canadensis pratensis</i> (4)	T	

C. Reptiles

Common Name	Scientific Name	Protected Species	
		State	Federal
Florida pine snake	<i>Pituophis melanoleucus m.</i> (3)	SCC	
Eastern indigo snake	<i>Drymarchon corais couperi</i> (3)	T	T
Gopher tortoise	<i>Gopherus polyphemus</i> (3)	SSC	
American alligator	<i>Alligator Mississippiensis</i> (3)	SSC	

D. Mammals

Common Name	Scientific Name	Protected Species	
		State	Federal
Florida panther	<i>Felis concolor coryi</i> (3)	E	E
Everglades mink	<i>Mustela vison evergladensis</i> (3)	T	
Florida mouse	<i>Podomys floridanus</i> (3)	SSC	C2

* Species observed on site

T: Threatened

E: Endangered

SSC: Species of Special Concern

Occurrence probability: (1) = likely, (2) = minimal, (3) = highly unlikely, (4) = transient

2.5 Previous Impacts

The entire parcel has been impacted by previous horticultural (row crops/improved pasture) usage.

2.6 Agency Correspondanc

As provided for by the FFWCC and the USFWS web site data search, no listing of critical habitat or recorded occurrence of any state or federal listed species have been identified on this parcel. Letters of request for listed species review for the subject parcel have been provided to the FFWCC and USFWS. The applicant has provided the SFWMD and ACOE with letters of request for jurisdictional determination. SFWMD and ACOE response letters are attached in the appendices.

3.0 IDENTIFICATION OF PRESERVE AREAS

The project is providing a total of 0.48 acres of upland buffer and 0.28 acres of wetland preserve to be been governed by this PAMP and incorporated into the site plan of the Bridgewater Project.

PRESERVED HABITAT AND ACREAGE

UPLAND

Wetland Buffer = 0.48 acres

TOTAL UPLAND PRESERVE = 0.48 acres

WETLAND

Weland =0.28 acres

In addition to providing the above preserve areas the Bridgewater project will incorporate 31.89 acre of lake tract as part of the site required Storm Water Management system. As required by Martin County Code Sec.4.342 littoral zones and upland/transitional zones have been incorporated into the lake system. A total of 207,760 square feet/ 4.77acres of littoral zone and 207,760 square feet/4.77acres of upland/transitional zone have been incorporated into the lake systems and will be governed by this PAMP.

A copy of the site plan is attached in the appendices

- 3.1 **Site Plan - All Preserve Areas, right-of-ways and easements are shown on the Bridgewater project Site Plan, a copy of which is included in this PAMP. The Site Plan includes a summary of the following: acreage of wetlands under preservation; acreage of native upland habitat under preservation; acreage of common upland habitat under preservation; total acreage under preservation; and total acreage of the Site.**

The Site Plan will contain the notation: "PRESERVE AREAS ARE NOT TO BE ALTERED WITHOUT WRITTEN PERMISSION OF THE MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS."

3.2 Legal Recording - The final Bridgewater project Site Plan will be recorded with the PAMP by the Martin County Clerk of Courts. The Site Plan and the PAMP will be labeled with the appropriate O.R. Book and Page Number and copies of each recorded document will be provided to the Martin County Environmental Planning Administrator within thirty (30) days of the Recording date.

4.0 SURVEYING, MARKING AND BARRICADING REQUIREMENTS

All Preserve Areas shown on the Site Plan for the Bridgewater development will be surveyed and marked in the field with appropriate survey markers and signage. During the clearing and construction phases of the project, Preserve Area boundaries will be marked by physical barriers. No plant material will be removed from the Preserve Areas to facilitate surveying, fencing or soil boring/sampling without prior permission from the Martin County Environmental Planning Administrator.

4.1 Preserve Area Surveying Requirements - Each Preserve Area will be surveyed and marked with permanent monuments at each corner and at other sites necessary for locating the boundary of the Preserve Area. These permanent monuments will be constructed under the supervision of a Registered Land Surveyor and will be shown on the Site Plan. Map coordinates of each Preserve Area will be provided to the Martin County Environmental Planning Administrator, in a form compatible for use in the County's GIS mapping system.

4.2 Preserve Area Boundary Markers and Signs - Preserve Areas will be posted with permanent signs and boundary markers. Boundary Markers will be placed at the corners of residential lots abutting Preserve Areas. Signs will be at least 11 x 14 inches in size and will be posted in conspicuous locations along the Preserve Area boundary, at a frequency of no less than one (1) sign per 500 feet. All boundary markers and signs will be approved by the Martin County Environmental Planning Administrator and they will be in place prior to issuance of a building permit for construction on the site. Illustrations of the signs and markers to be used for this project are included as an Appendix to this PAMP.

4.3 Barricading Requirements - Prior to clearing, the developer will ensure that all Preserve Areas are protected with physical barriers during all clearing and construction activities in accordance with the following guidelines. Barricades will be inspected by County Environmental Division staff prior to work approval. Removal of the barricade materials will be done upon issuance of the final Certificate of Occupancy with authorization from appropriate County staff.

Barricades (not including turbidity screens) will be high-visibility orange safety fence extending from the ground to a height of at least 4 feet. Barricades will not be attached to vegetation.

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All barricades and turbidity screens will be upright and maintained intact for the duration of construction.

Where areas are proposed for clearing (i.e. building envelope, utilities, drainage, road right-of-way, etc.) the bright orange barricades will be offset at least 10 feet outside the Preserve Area or placed at the dripline of the canopy trees, whichever is greater.

All native vegetation not slated for removal as part of the development plans will be retained in their undisturbed state and will be barricaded at or outside the dripline of the trees.

Cut or fill will meet existing grade without encroaching into Preserve Areas.

Wetlands will be protected from possible surface water and sediment runoff by the placement of silt screens, hay bales or other turbidity control measures, at or beyond the delineation line prior to any land clearing or construction.

It is the responsibility of the owner and developer of Bridgewater development to inform all contractors of these Marking and Barricading Requirements. Failure to comply with these Marking and Barricading Requirements will be considered a violation of the Site Plan approval. Further work on the project may be stopped until compliance with the Marking and Barricading Requirements is achieved, and the owner or developer may be required to appear before the Code Enforcement Board.

5.0 USE OF PRESERVE AREAS

5.1 Activities Allowed In Preserve Areas -

Passive recreation/educational use within the preserve areas such as mulched trails or structures, will not be constructed or located within the boundaries of the preserve area, without obtaining written approval from Martin County. No recreation/educational uses within the preserves are proposed at this time. Any future passive recreational/educational use directed at the preserve areas will be designed so as to not harm or hinder the continued survivorship or integrity of the preserve areas. The owner will obtain written approval from Martin County prior to initiation of any passive recreational/educational use within the preserve areas.

5.2 Activities Prohibited In Preserve Areas - Activities prohibited in Preserve Areas or easements within Preserve Areas include, but are not limited to: construction or placing of building materials on or above the ground; dumping or placing soil or other substances such as garbage, trash, and cuttings; removal or destruction of native trees, shrubs or other native vegetation; excavation, dredging or removal of soil materials; diking or fencing; vehicular traffic including use by non-motorized vehicles,

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recreational vehicles and off-road vehicles; permanent irrigation; trimming, pruning, or fertilization; and any other activities detrimental to drainage, flood control, water conservation, erosion control or fish and wildlife conservation and preservation.

No hazardous material other than fuel for refueling on-site heavy equipment will be stored during the construction phases. On-site fuel tanks shall not be located within twenty-five (25) feet of any Preserve Areas and shall be removed upon completion of construction work.

Buildings proposed to be located adjacent to Preserve Areas shall be set back a minimum of ten (10) feet to allow for construction and maintenance without encroaching into the Preserve Area. All other structures (e.g. pools, sheds, decks, fences) shall be set back a minimum of five (5) feet from the Preserve Area boundary.

Development activities such as the construction of building pads for associated structures, swales, or culverts for surface water management shall not alter the hydrology of adjacent Preserve Areas. Nor shall any activities increase non-point source pollution in Preserve Areas.

6.0 RESTORATION AND MAINTENANCE ACTIVITIES

Except for approved restoration and maintenance activities, Preserve Areas will be left undisturbed. All maintenance of Preserve Areas will be in accordance with this PAMP for Bridgewater project. Maintenance and management activities will be performed by or under the supervision of a qualified environmental professional and must be approved by the Martin County Environmental Planning Administrator. The following restoration and maintenance activities may be allowed within Preserve Areas with prior written approval from the Environmental Planning Administrator: exotic plant removal, revegetation or planting native vegetation, and removal of dead, diseased, or safety hazard plant material.

6.1 Exotic Vegetation Removal -

Exotic vegetation shall be removed from Preserve Areas by the least ecologically-damaging method available. Such methods include hand pulling, hand spading, cutting with hand or chain saws and in-situ treatment with appropriate herbicides. No debris, including dead plants, plant clippings or wood scraps, shall be allowed in Preserve Areas. In addition, all dead plant material and exotic plant debris removed from Preserve Areas shall be disposed of in a County-approved recycling facility.

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Exotic species as listed by the most current Florida Environmental Pest Plant Council (EPPC), Category I Plant List (target species) lying within the preserve areas will be manually cut/stumped, then an approved herbicide (Garlon4) will be applied to the stump. The cut debris will be removed from the site. Target exotic vegetation outside of the preserve areas are proposed to be removed with a combination of heavy equipment where access is available outside of twice the drip line of native vegetation and selective hand removal and herbicide application in areas with limited access. Herbicide application will be limited to the least amount necessary for a kill of the target species. All native vegetation located within the treatment area will be properly barricaded at twice the drip line for protection during the eradication process. This includes the use of orange construction fence (or other similar, approved material) to be placed at twice the drip line of any native plant material identified during the eradication operation.

The use of any restricted chemical/herbicide shall be applied by a Florida licensed and insured applicator.

- 6.2 Revegetation - Any revegetation which might be necessary as a result of exotic vegetation removal or site construction activities shall consist of native plant species representative of the existing native plant community. This will ensure that the Preserve Areas maintain indigenous plant associations. Revegetation plans shall be submitted to the Martin County Environmental Planning Administrator for approval prior to implementation.**

The upland buffer adjacent to the isolated cypress wetland will be planted with native vegetation including canopy, subcanopy and ground cover species. An Upland Buffer Planting Planview is provided in the appendices.

The required lake littoral and upland/transitional zone areas will be planted with the numbers and species as provided in the attached (appendices) Littoral And Upland/Transitional Planting Plan.

- 6.3 Vegetation Removal - Dead or diseased plant material shall be removed from Preserve Areas upon approval by the Martin County Environmental Planning Administrator. Revegetation may be required for any removed plant material. No debris, including dead plants, plant clippings or wood scraps, shall be allowed in Preserve Areas. All dead plant material and debris removed from Preserve Areas shall be disposed of in a County-approved recycling facility.**
- 6.4 Prescribed Burns - Martin County considers prescribed burns an acceptable habitat management tool. When approved by the Martin County Environmental Planning Administrator, they will be conducted by a certified burn manager who will be responsible for obtaining all appropriate permits from State and local agencies.**
- 6.5 Hydrology - Previous or potential drainage impacts will be corrected to the extent technically feasible. Water quality and the rate, timing, and volume of run-off shall recreate natural conditions for the benefit of onsite wetlands and other**

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waterbodies. Wetlands and waterbodies on adjacent properties shall be protected from adverse impacts.

The Bridgewater development PAMP prepared by Land Design South environmental staff will maintain the functions and values of upland habitat and wetland systems, and that the natural wetland hydroperiod fluctuations and water tables will not be altered by stormwater improvements or on-site wells.

The stormwater management plan has been carefully coordinated with the Bridgewater development PAMP. Weir height must be set to maintain or enhance watertables throughout the site in order to maintain natural storage and natural wetland hydroperiods on the land.

7.0 PROTECTIVE MEASURES FOR LISTED SPECIES

No FFWCC or USFWS listed species were identified on the Bridgewater site.
See attached (appendices) Environmental Assessment report.

8.0 MISCELLANEOUS PROVISIONS AND RESTRICTIONS

All construction activities within and associated with the Bridgewater development will adhere to all Best Management Practices.

"It shall be unlawful to alter the approved slopes, contours, or cross sections or to chemically, mechanically, or manually remove, damage, or destroy any plants in the littoral or upland transition zone buffer areas of constructed lakes except upon the written approval of the Planning and Development Services Director, as applicable. It is the responsibility of the owner or property owners association, its successors or assigns to maintain the required survivorship and coverage of the reclaimed 50 foot upland wetland buffer, planted littoral zone and upland transition areas and to ensure on-going removal of prohibited and invasive non-native plant species from these areas." (Code 4.343.A.13, LDR)

9.0 TRANSFER OF RESPONSIBILITIES

The property owner(s) and developers of Bridgewater development are responsible for implementation of all requirements of this Preserve Area Management Plan until such time as the developer transfers responsibility to the owners or a successor. The Martin County Environmental Planning Administrator will be notified in writing within thirty (30) days of transfer of ownership of any lands to be preserved under this PAMP. Failure to notify will be considered as non-compliance with the terms of this PAMP. The developer will pay his share of total cost of management activities or fines on a per lot basis if he retains ownership of lots. At such time as the developer is ready to transfer control of the Bridgewater

development to the property owners, whether the developer retains ownership of the lots in the project or not, an environmental professional shall certify, in writing, to the Martin County Environmental Planning Administrator, that the Preserve Areas are in full compliance with this PAMP.

The developer and/or successor will be responsible for maintaining the Preserve Areas in their existing natural condition with the periodic removal of invasive exotic vegetation. After transfer of responsibilities, funding for all maintenance and management programs will be the responsibility of all successors.

10.0 MONITORING, REPORTING AND INSPECTIONS

If this project is regulated under the provisions of a wetland monitoring program required by SFWMD, then Martin County wetland monitoring requirements will be satisfied if SFWMD requirements are satisfied and the Environmental Planning Division of the Martin County Growth Management Department receives a copy of all wetlands monitoring reports submitted to SFWMD. Regardless of wetland monitoring and reporting requirements imposed by other regulatory agencies, all requirements for upland monitoring and reporting, as set forth in this PAMP, must be satisfied.

10.1 Monthly Construction Reports – During construction of Bridgewater project the developer will be responsible for submitting a monthly report on the progress of Bridgewater project which will address all aspects of the site construction relative to the Preserve Areas. Information regarding construction and maintenance of the Preserve Areas, such as placement of barriers and signage, removal of exotic vegetation, revegetation, prescribed burns, etc. will be described and supported with photographs, where appropriate.

10.2 Annual Monitoring Reports -

Monitoring and reporting will be conducted annually by a qualified environmental professional for a period of five years from the date of completion of the project or project phase encompassing the monitored area. Annual monitoring will be conducted at the end of the wet season (usually by November 30) and a report of the monitoring will be submitted to the Martin County Environmental Planning Administrator within 30 days of the completion of the monitoring.

The Annual Monitoring Reports will document changes in vegetation including encroachment and/or overgrowth of noxious or exotic vegetation. Fixed-point panoramic photos of all Preserve Areas will be included in each report. The reports will include recommendations for exotic vegetation removal, revegetation, and any additional enhancement activities necessary to maintain the Preserve Area. A timetable for action within 90 days of the report will be prepared and followed.

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A copy of the propose Annual Monitoring Report fo at is attached to this PAMP as an Appendix. This format may be modified separately from the PAMP, as necessary, upon written approval from the Martin County Environmental Planning Administrator.

Upon request, Martin County Environmental Planning staff may meet with the responsible parties to review the annual monitoring report findings and supply technical assistance and support for stewardship.

The first Annual Monitoring Report due in compliance with this PAMP will be submitted to Martin County Environmental Planning Administrator at the end of the wet season following issuance of a Certificate of Occupancy for development described herein. Subsequent Annual Monitoring Reports will be due on the same date for the next four years.

After the initial five-year monitoring period, the Preserve Areas may be subject to periodic review and, if conditions warrant, will be subject to further monitoring and maintenance to ensure environmental integrity, consistent with the provisions of this Plan.

- 10.3 Inspections - Martin County is authorized to inspect any County regulated site or appurtenance. Duly authorized representatives of Martin County may, at any time, upon presenting proper identification, enter upon and shall be given access to any premises for the purpose of such inspection.**

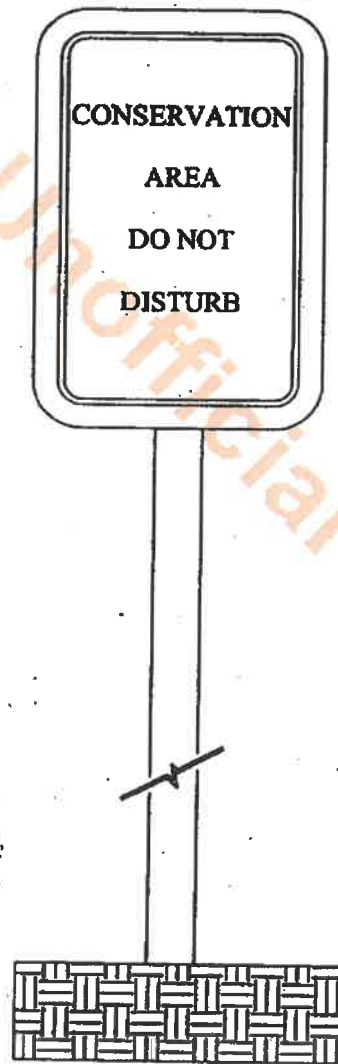
11.0 ENFORCEMENT

Martin County shall have the right to enforce the provisions of this PAMP through any available administrative or civil proceeding, which may result in penalties. Restoration of habitat and other remedies, such as fines and fees covering staff time, may be required of any person, corporation or other entity found in violation of any of the provisions of this PAMP or of Article 10 of the Martin County Land Development Regulations.

APPENDICES

Unofficial Copy

PROPOSED PRESERVE AREA BOUNDARY MARKERS AND SIGNS



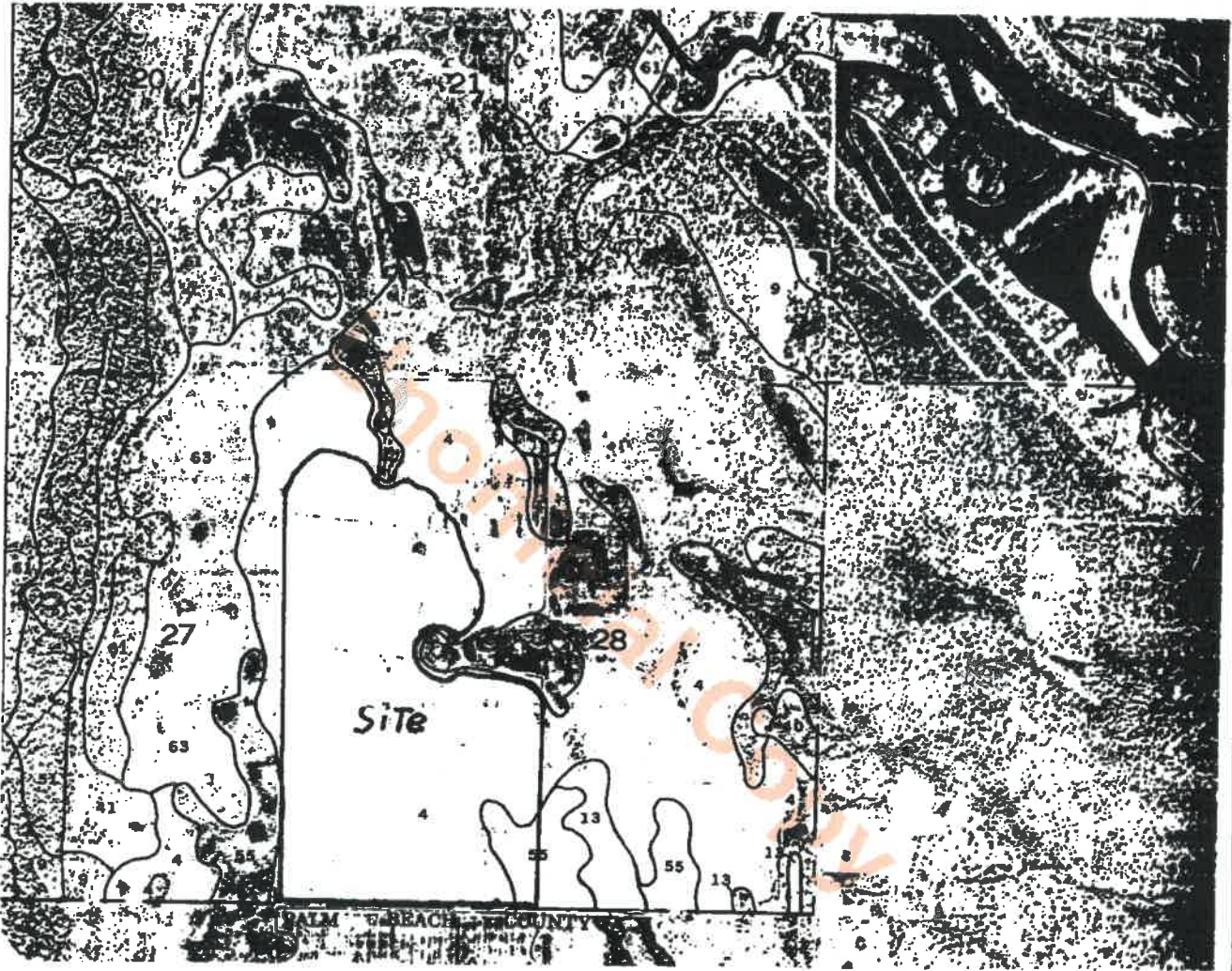
NOTE:
SIGN TO BE INSTALLED 200' ON CENTER
AROUND PRESERVATION AND
CONSERVATION AREAS UNLESS
OTHERWISE SHOWN.



North



1 : 20000



Legend

- 4 - Waveland sand*
- 55 - Basinger fine sand*

Section 28, Township 40S, Range 42E
Martin County, Florida
Source: Soil Survey of Martin County, Florida, 1981
LDS #R38.4

20.04 PARCEL

SOILS MAP

**LAND
DESIGN
SOUTH** 

Landscape Architecture/Land Planning
Environmental Consultation



**PARCEL 20.04
ENVIRONMENTAL ASSESSMENT
JUNE 16, 2004**

INTRODUCTION

The intent of this environmental assessment is to provide a preliminary assessment of existing natural features located within the subject parcel.

The subject parcel is located one and three quarters of mile north of Indian Town Road and one mile east of Florida Interstate Hwy I-95. The parcel is in un-incorporated Martin County, Section 28, Township 40S and Range 42E. The subject parcel is approximately 215.44 acres in size. See attached site location map.

METHODOLOGY

Environmental staff of Land Design South visited the subject parcel on the 16th of June 2004. An aerial photograph was used to attain a general indication of the natural features of the parcel and to indicate specific points of interest. An on-site review of the site's conditions was performed by walking transects through the site while noting plant species, ecosystems, and the potential for listed plant and animal species.

SITE DESCRIPTION

The site is bordered to the west by South Florida Water Manage District (SFWMD) undeveloped natural area property to the east by undeveloped wooded lands to the north by agricultural land and undeveloped wooded land and to the south by agricultural lands.

Historically, the subject parcel was utilized as agricultural row crop fields. Until approximately 4 months from this report date the parcel was utilized as improved pasture for cattle grazing. Currently, the parcel is not being utilized for any type of agricultural production (cattle or crop).

UPLAND ECOSYSTEM

As referenced in the site description, the entire 215.44 -acre parcel is improved pasture agricultural land. No native upland vegetative communities exist on the subject parcel. No native trees, shrubs or palms were located on the parcel.

See the following Florida Land Use Cover and Forms Classification System (FLUCCS) break down of upland community designation and acreages.

The FLUCCS acreages and FLUCCS map community location are approximate.
See attached FLUCCS map.

Upland FLUCCS Designation

211 – Agricultural (Improved pasture) = 215.16ac.

UPLAND VEGETATION

The following plant species exist within the upland communities on the subject parcel:

<u>Common Name</u>	<u>Scientific Name</u>	<u>Designation</u>
Brazilian pepper	Schinus terebinthifolius	Exotic
Ragweed common	Ambrosia artemisiifolia	Native
Ragweed giant	Ambrosia tritida	Native
Dogfennel	Eupatotium capillifolium	Native
Bahiagrass	Paspalum notatum	Exotic
Caesarweed	Caesarweed Urena lobata	Native
Torpedograss	Panicum repens	Exotic

WETLAND AND OTHER SUFACE WATERS

A small (approximately 0.28 acre) wetland exists within the north central section of the parcel. The wetland is a remnant cypress head. The dominant vegetation within the wetland is pond cypress and Brazilian pepper. There are several lateral drainage ditches located within the parcel. These ditches are utilized for hydrology control for crop production. The ditches would be classified as other surface waters by the SFWMD and the U. S. Army Corps of Engineers (Corps).

See the following Florida Land Use Cover and Forms Classification System (FLUCCS) break down of wetland community designation and acreages.

The FLUCCS acreages and FLUCCS map community location are approximate.
See attached FLUCCS map.

Wetland FLUCCS Designation

621 – Cypress (wetland) = 0.28ac.

WETLAND VEGETATION

The following plant species exist within the wetland community on the subject parcel:

<u>Common Name</u>	<u>Scientific Name</u>	<u>Designation</u>
Pond Cypress	Taxodium ascendens	Native
Brazilian pepper	Schinus terebinthifolius	Exotic
Dogfennel	Eupatotium capillifolium	Native
Bahiagrass	Paspalum notatum	Exotic
Torpedograss	Panicum repens	Exotic
Swamp fern	Blechnum serrulatum	Native

LISTED SPECIES

The environmental assessment performed was informal in regards to surveying for specific threatened and endangered plant and animal species. No endangered, threatened or species of special concern or signs thereof as listed by the Florida Fish and Wildlife Conservation Commission or U.S. Fish and Wildlife Service were observed on the site.

It would not be expected to find listed plant and animal species on the subject parcel due to the consideration that very little native habitat and native vegetation exist on the parcel and the parcel historic use as row crops and improved pasture.

The following table list wildlife listed species (Florida Fish and Wildlife Conservation Commission and U.S. Fish and Wildlife Service) observed on site or their probability of occurrence on the parcel.

A. Amphibians

Common Name	Scientific Name	Protected Species	
		State	Federal
Pine Barrens treefrog	<i>Hyla andersonii</i> (3)	SCC	
Gopher frog	<i>Rana capito</i> (3)	SCC	

B. Birds

Common Name	Scientific Name	Protected Species	
		State	Federal
Southeastern American Kestrel	<i>Falco sparverius paulus</i> (4)	SCC	
American Bald eagle	<i>Haliaeetus leucocephalus</i> (3)	T	T
Red-cockaded woodpecker	<i>Picoides borealis</i> (3)	T	E
Little blue heron	<i>Egretta caerulea</i> (3)	SSC	
Tricolor egret	<i>Egretta rufescens</i> (3)	SSC	
Snowy egret	<i>Egretta thula</i> (3)	SSC	
Reddish egret	<i>Egretta tricolor</i> (3)	SSC	
White ibis	<i>Eudocimus albus</i> (4)	SSC	
Wood stork	<i>Mycteria americana</i> (3)	T	E
Florida Sandhill crane	<i>Grus Canadensis pratensis</i> (4)	T	

C. Reptiles

Common Name	Scientific Name	Protected Species	
		State	Federal
Florida pine snake	<i>Pituophis melanoleucus m.</i> (3)	SCC	
Eastern indigo snake	<i>Drymarchon corais couperi</i> (3)	T	T
Gopher tortoise	<i>Gopherus polyphemus</i> (3)	SSC	
American alligator	<i>Alligator Mississippiensis</i> (3)	SSC	

D. Mammals

Common Name	Scientific Name	Protected Species	
		State	Federal
Florida panther	<i>Felis concolor coryi</i> (3)	E	E
Everglades mink	<i>Mustela vison evergladensis</i> (3)	T	
Florida mouse	<i>Podomys floridanus</i> (3)	SSC	C2

* Species observed on site

T: Threatened

E: Endangered

SSC: Species of Special Concern

Occurrence probability: (1) = likely, (2) = minimal, (3) = highly unlikely, (4) = transient

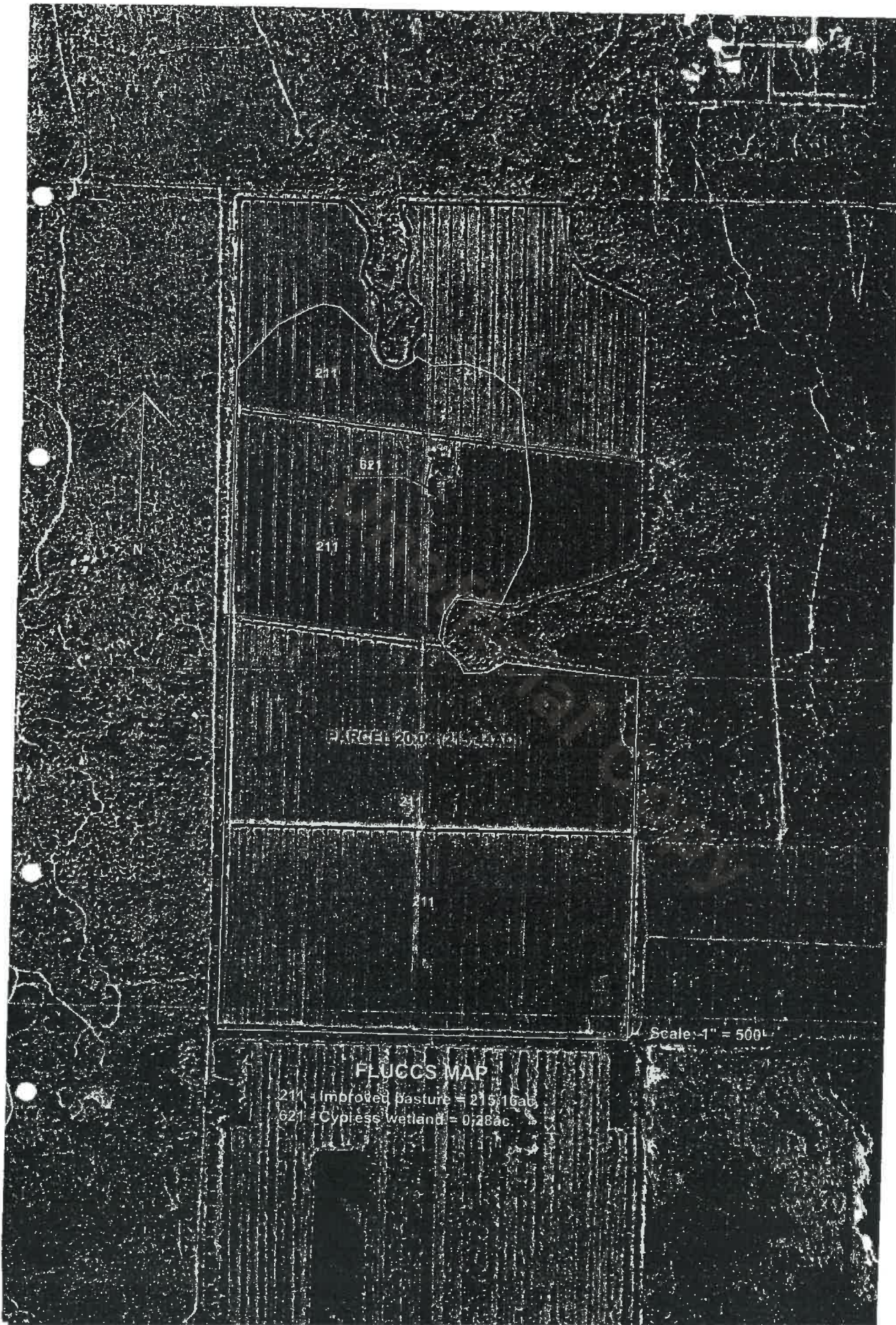
SOILS

The soil existing on the site, have been altered by agricultural practices (plowing, tilling hydrology alteration). The historic soil types as depicted by the Soil Survey of Martin County Area, Florida (United States Department of Agriculture, Soil Conservation Service, 1981) are as follows:

4 - Waveland sand – This nearly level, poorly drained, sandy soil has a similar profile as Lawnwood fine sand. It is located in broad flatwood areas with a slope ranging from 0 to 2 percent. Under natural conditions, the water table is within 10 inches of the surface for 2 to 4 months in most years. It is within a depth of 10 to 40 inches for 6 months or more in most years. Natural vegetation is slash pine and an understory of saw palmetto, gallberry, fetterbush, huckleberry, runner oak and wax myrtle. Ground cover is dominated by upland grasses and forbs.

55 - Basinger fine sand – This is a nearly level, poorly drained soil located in sloughs and poorly defined drainageways in the flatwoods. The water table is within 10 inches of the surface for 2 to 4 months in most years and within 10 to 30 inches for 6 months or more in most years. Native vegetation consists of slash pine, saw palmetto, inkberry, fetterbush, pineland-awn, and other grasses.

A copy of the soil survey has been attached for reference.



211

621

211

PARCEL 2000 (215,000 sq ft)

211

Scale: 1" = 500'

FLUCCS MAP

211 Improved Pasture = 215,16ac
621 Cypress wetland = 0,28ac

MARTIN COUNTY, FLORIDA

PRESERVE AREA MANAGEMENT PLAN

ANNUAL MONITORING REPORT FOR (Year)

Annual monitoring shall be conducted at the end of the wet season (usually by November 30) for five years from the date of PAMP approval. A report of the results of each monitoring event shall be submitted by the property owner to the Martin County Environmental Planning Administrator within 30 days of the completion of the monitoring. Monitoring and reporting are the responsibility of the property owner. However, a qualified environmental professional may conduct the monitoring, prepare the Annual Monitoring Reports, or submit the Reports.

All Annual Monitoring Reports shall contain the following information:

- **Name and address of current owner of Preserve Area;**
- **Location of Preserve Area (site/project location, Martin County Parcel Control Number, section/township/range, etc);**
- **Date PAMP approved;**
- **Documentation of vegetation changes, including encroachment of exotic vegetation;**
- **Fixed-point panoramic photos of all Preserve Areas;**
- **Synopsis of maintenance activities conducted in compliance with the PAMP requirements such as exotic vegetation removal, revegetation, and additional enhancement activities necessary to maintain the Preserve Area;**
- **A timetable for action within 90 days of the report;**
- **A list of all violations of the PAMP; and**
- **Recommendations for remedial actions, with a proposed schedule for the coming year.**

Signature/Date : _____

Typed Name/Title : _____

Company Name (if applicable) : _____



INSTR # 2026030
 OR BK 02263 PG 1979
 Pgs 1979 - 1983 (5pgs)
 RECORDED 07/13/2007 03:21:39 PM
 MARSHA EWING
 CLERK OF MARTIN COUNTY FLORIDA
 RECORDED BY C Burkey

Prepared By:
 Martin County Growth Management Department
 2401 S.E. Monterey Road
 Stuart, FL 34996

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**MARTIN COUNTY, FLORIDA
 DEVELOPMENT ORDER CHANGE**

**REGARDING REVISED FINAL SITE PLAN APPROVAL
 FOR 20.4LLC, BRIDGEWATER PRESERVE (ADMINISTRATIVE AMENDMENT)
 WITH A CERTIFICATE OF PUBLIC FACILITIES EXEMPTION**

WHEREAS, 20.04, LLC, submitted an application for an administrative amendment for a revised final site plan to change the proposed littoral planting locations, located on lands legally described in Exhibit A, attached hereto.

WHEREAS, this application meets the criteria for an administrative amendment established in Section 10.14.C, Land Development Regulations (LDR), Martin County Code.

WHEREAS, pursuant to Section 10.14.D, LDR, Martin County Code, final action on an administrative amendment to existing development orders shall be taken by the County Administrator or his/her designee.

WHEREAS, the County Administrator has delegated final action on administrative amendment applications to the Growth Management Director.

**NOW, THEREFORE, THE GROWTH MANAGEMENT DIRECTOR
 HEREBY DETERMINES THAT:**

- A. The revised final site plan for Bridgewater Preserve, a copy of which has been reduced and attached hereto as Exhibit B, is approved. Development of Bridgewater Preserve shall be in accordance with the approved revised final site plan.
- B. No permits for construction or development activity shall be issued until all required documents, plans and fees are received and approved as required by Section 10.9, LDR, Martin County Code.

C. Failure to submit the required documents, plans and fees as required by Section 10.9, LDR, Martin County Code, shall render the administrative amendment to the existing recorded final site plan approval null and void.

D. This application is hereby determined to meet the requirements for and shall serve as a certificate of Public Facilities Exemption as set forth in Section 5.32.B., Land Development Regulations (LDR), Martin County Code.

E. Building permits must be obtained within one year of revised final site plan approval. Development of the entire project, including infrastructure and vertical construction, must be completed within two (2) years of revised final site plan approval. No rights to obtain development orders are herein conveyed beyond this approval.

F. This development order shall be recorded in the public records of Martin County. A copy shall be forwarded to the applicant by the Growth Management Department subsequent to recording.

DATED THIS 11 DAY OF MAY, 2007.

Nicki van Vonno

**NICKI van VONNO, DIRECTOR OF
GROWTH MANAGEMENT DEPARTMENT**

EXHIBIT "A"

Bridgewater Preserve

Legal Description

(PCN# 28-40-42-000-00121-0)

A PARCEL OF LAND LYING IN THE WEST ONE-HALF OF SECTION 28, TOWNSHIP 40 SOUTH, RANGE 42 EAST, MARTIN COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE WEST ONE-HALF OF SAID SECTION 28; SAID SOUTHEAST CORNER BEING THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 28; THENCE, NORTH 89°46'29" WEST, ALONG THE SOUTH LINE OF THE WEST ONE-HALF OF SAID SECTION 28, A DISTANCE OF 10.00 FEET FOR A POINT OF BEGINNING;

THENCE, CONTINUE NORTH 89°46'29" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 2,583.59 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 28; THENCE, NORTH 00°29'03" WEST, ALONG THE WEST LINE OF SAID SECTION 28, A DISTANCE OF 2,642.05 FEET TO THE WEST ONE-QUARTER CORNER OF SAID SECTION 28; THENCE, NORTH 00°28'35" WEST, CONTINUING ALONG THE WEST LINE OF SAID SECTION 28, A DISTANCE OF 1,840.89 FEET; THENCE, THE FOLLOWING 64 COURSES ALONG THE SOUTHERLY BOUNDARY OF THE LANDS DESCRIBED IN EXHIBIT "B" AND RECORDED IN OFFICIAL RECORDS BOOK 1785, PAGE 546, PUBLIC RECORDS, MARTIN COUNTY, FLORIDA:

THENCE, SOUTH 37°44'46" EAST, DEPARTING SAID WEST LINE, A DISTANCE OF 49.59 FEET; THENCE, SOUTH 47°09'27" EAST, A DISTANCE OF 81.82 FEET; THENCE, NORTH 85°35'58" EAST, A DISTANCE OF 91.47 FEET; THENCE, NORTH 70°01'47" EAST, A DISTANCE OF 56.86 FEET; THENCE, NORTH 41°50'37" EAST, A DISTANCE OF 69.03 FEET; THENCE, NORTH 11°18'54" EAST, A DISTANCE OF 66.31 FEET; THENCE, NORTH 20°01'30" EAST, A DISTANCE OF 115.07 FEET; THENCE, NORTH 38°35'03" EAST, A DISTANCE OF 82.14 FEET; THENCE, NORTH 49°43'52" EAST, A DISTANCE OF 66.41 FEET; THENCE, NORTH 57°44'43" EAST, A DISTANCE OF 46.46 FEET; THENCE, NORTH 70°11'08" EAST, A DISTANCE OF 60.34 FEET; THENCE, NORTH 88°05'53" EAST, A DISTANCE OF 205.91 FEET; THENCE, SOUTH 58°35'20" EAST, A DISTANCE OF 61.90 FEET; THENCE, SOUTH 37°44'21" EAST, A DISTANCE OF 49.14 FEET; THENCE, SOUTH 20°39'11" EAST, A DISTANCE OF 85.21 FEET; THENCE, SOUTH 05°55'02" WEST, A DISTANCE OF 82.75 FEET; THENCE, SOUTH 03°18'22" EAST, A DISTANCE OF 95.33 FEET; THENCE, SOUTH 30°35'45" EAST, A DISTANCE OF 93.33 FEET; THENCE, SOUTH 49°51'09" EAST, A DISTANCE OF 88.51 FEET; THENCE, SOUTH 76°29'08" EAST, A DISTANCE OF 91.13 FEET; THENCE, NORTH 84°05'57" EAST, A DISTANCE OF 131.51 FEET; THENCE, NORTH 54°10'49" EAST, A DISTANCE OF 81.43 FEET; THENCE, NORTH 33°35'53" EAST, A DISTANCE OF 75.94 FEET; THENCE, NORTH 10°22'27" EAST, A DISTANCE OF 98.60 FEET; THENCE, SOUTH 56°20'59" EAST, A DISTANCE OF 165.15 FEET; THENCE, SOUTH 77°01'42" EAST, A DISTANCE OF 63.47 FEET; THENCE, SOUTH 55°20'48" EAST, A DISTANCE OF 79.17 FEET; THENCE, NORTH 87°08'04" EAST, A DISTANCE OF 117.44 FEET; THENCE, NORTH 30°59'21" EAST, A DISTANCE OF 70.13 FEET; THENCE, SOUTH 50°59'19" EAST, A DISTANCE OF 265.80 FEET; THENCE, SOUTH 28°16'32" EAST, A DISTANCE OF 115.88 FEET; THENCE, SOUTH 14°03'34" EAST, A DISTANCE OF 175.32 FEET; THENCE, SOUTH 20°00'52" EAST, A DISTANCE OF 111.82 FEET; THENCE, SOUTH 10°01'43" EAST, A DISTANCE OF 83.51 FEET; THENCE, SOUTH 07°07'45" WEST, A DISTANCE OF 39.67 FEET; THENCE, SOUTH 18°59'12" WEST, A DISTANCE OF 323.65 FEET; THENCE, SOUTH 25°02'56" WEST, A DISTANCE OF 260.18 FEET; THENCE, SOUTH 11°36'02" WEST, A DISTANCE OF 158.82 FEET; THENCE, SOUTH 53°26'28" WEST, A DISTANCE OF 29.03 FEET; THENCE, SOUTH 67°09'37" WEST, A DISTANCE OF 23.15 FEET; THENCE, NORTH 88°01'26" WEST, A DISTANCE OF 45.54 FEET; THENCE, NORTH 83°08'21" WEST, A DISTANCE OF 45.92 FEET; THENCE, NORTH 57°01'57" WEST, A DISTANCE OF 16.58 FEET; THENCE, NORTH 76°43'44" WEST, A DISTANCE OF 40.84 FEET; THENCE, NORTH 54°28'41" WEST, A DISTANCE OF 46.78 FEET; THENCE, NORTH 78°31'15" WEST, A DISTANCE OF 33.52 FEET TO THE POINT OF A CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 235.00 FEET; THENCE, SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 58°37'12", A DISTANCE OF 240.43 FEET TO THE POINT OF TANGENCY; THENCE, SOUTH 42°51'33" WEST, A DISTANCE OF 32.24 FEET; THENCE, SOUTH 33°49'14" WEST, A DISTANCE OF 40.67 FEET; THENCE, SOUTH 23°12'27" WEST, A DISTANCE OF 74.69 FEET; THENCE, SOUTH 12°33'52" WEST, A DISTANCE OF 82.08 FEET; THENCE, SOUTH 09°16'29" WEST, A DISTANCE OF 96.84 FEET; THENCE, SOUTH 00°54'55" EAST, A DISTANCE OF 75.35 FEET; THENCE, SOUTH 09°06'21" EAST, A DISTANCE OF 76.35 FEET; THENCE, SOUTH 50°00'19" EAST, A DISTANCE OF 88.04 FEET; THENCE, SOUTH 68°37'21" EAST, A DISTANCE OF 29.71 FEET;

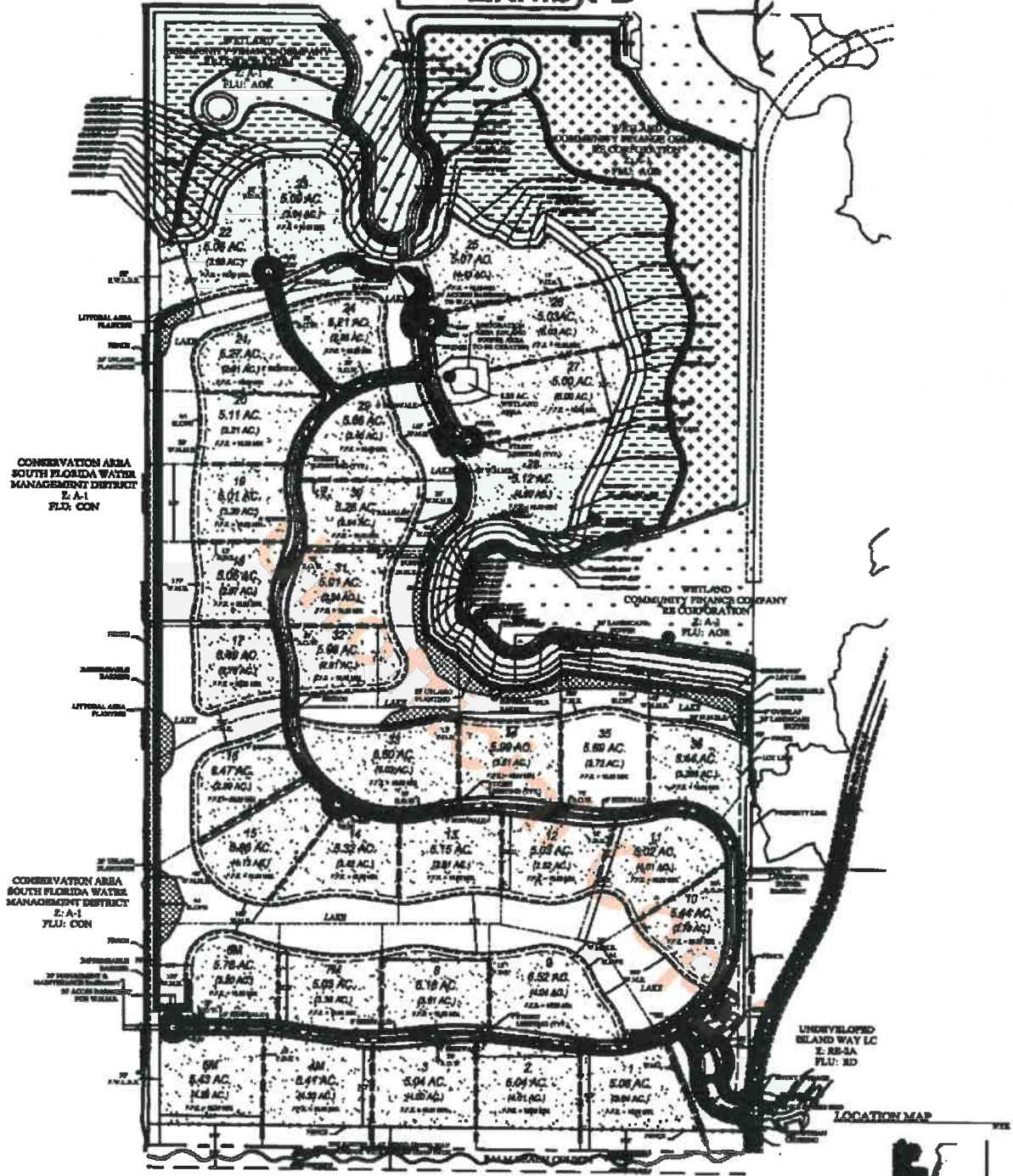
THENCE, SOUTH 44°58'26" EAST, A DISTANCE OF 136.09 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 200.00 FEET; THENCE, SOUTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 45°14'50", A DISTANCE OF 157.94 FEET TO THE POINT OF TANGENCY; THENCE, NORTH 89°46'44" EAST, A DISTANCE OF 24.81 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 250.00 FEET; THENCE, NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 46°05'27", A DISTANCE OF 201.11 FEET TO THE POINT OF TANGENCY; THENCE, NORTH 43°41'16" EAST, A DISTANCE OF 9.51 FEET; THENCE, SOUTH 82°15'49" EAST, A DISTANCE OF 734.51 FEET; THENCE, SOUTH 68°22'04" EAST, A DISTANCE OF 109.03 FEET TO THE INTERSECTION THEREOF WITH THE EAST LINE OF THE WEST ONE-HALF OF SAID SECTION 28;

THENCE, SOUTH 00°01'10" WEST, DEPARTING SAID SOUTHERLY BOUNDARY, A DISTANCE OF 1,749.07 FEET TO A POINT ON A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1230.00 FEET AND WHOSE RADIUS POINT BEARS SOUTH 82°50'11" EAST; SAID POINT ALSO BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF S.E. ISLAND WAY (A 60 FOOT ROAD RIGHT-OF-WAY); THENCE, SOUTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 07°01'49", A DISTANCE OF 150.92 FEET TO THE POINT OF TANGENCY; THENCE, SOUTH 00°08'00" WEST, CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY, A DISTANCE OF 227.68 FEET TO THE POINT OF BEGINNING.

CONTAINING: 215.46 ACRES, MORE OR LESS

Unofficial Copy

Exhibit B



SITE DATA

PROPOSED USE	REVISIONS
PROPOSED LOTS TO BE DEMOLISHED	1
PROPOSED CHANGES TO LOTS	2
PROPOSED CHANGES TO LOTS	3
PROPOSED CHANGES TO LOTS	4
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PROPOSED CHANGES TO LOTS	40

NOTES

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RUTHER HILLS
SINGLE-FAMILY
Z: PUD
PLU: R88-MEDIUM

LOCATION MAP



SCALE AND NORTH ARROW



BRIDGEWATER PRESERVE
SIMMONS BUILDING CORPORATION, INC.
MARTIN COUNTY, FLORIDA

LAND DESIGN SOUTH
Landscape Architectural and Planning/Environmental Consulting

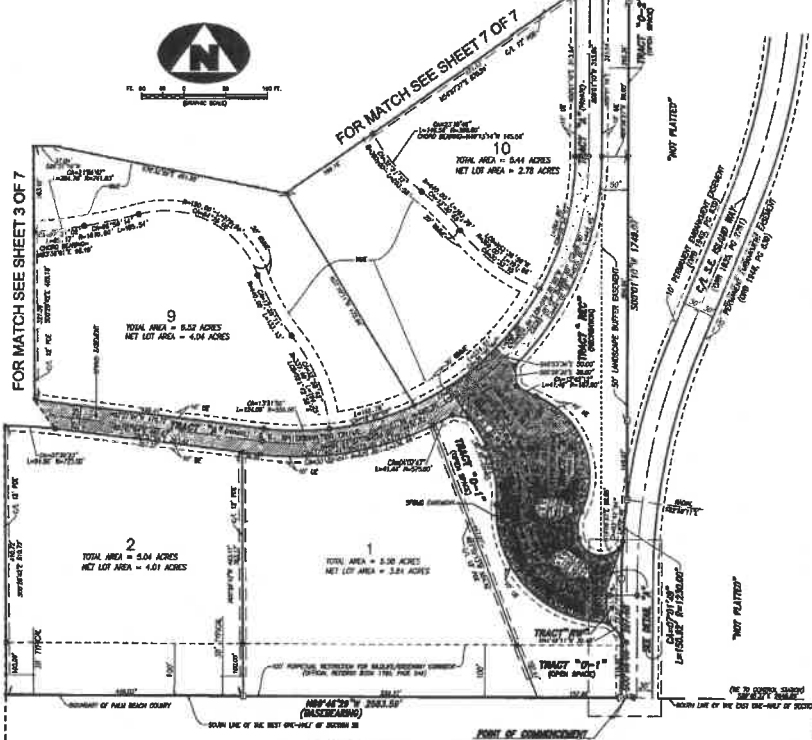
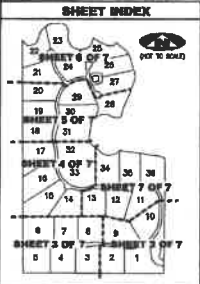
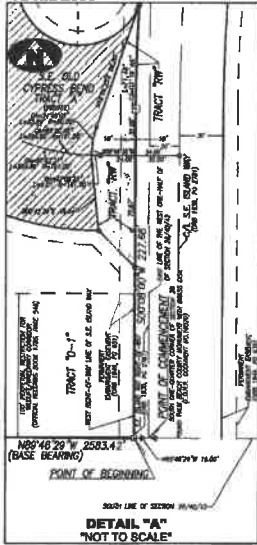
APRIL 2006

BRIDGEWATER PRESERVE

Plat Book 16 Page 33

SHEET 2 OF 7

LIVIN IN THE WEST ONE-HALF OF SECTION 26, TOWNSHIP 40 SOUTH, RANGE 42 EAST, HERN COUNTY, FLORIDA



LEGEND

1. BOUNDARY LINE OF ADJACENT PARCELS FROM RECORDS OF HERN COUNTY, FLORIDA

2. BOUNDARY LINE OF SECTION 26

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35. BOUNDARY LINE OF SECTION 26

SURVEYOR'S NOTES

1. THE BOUNDARY LINE OF SECTION 26 IS SHOWN BY THE DOTTED LINE ON THIS SHEET AND BY SHEET 1, PLAT BOOK 16, PAGE 33.

2. THE BOUNDARY LINE OF SECTION 26 IS SHOWN BY THE DOTTED LINE ON THIS SHEET AND BY SHEET 1, PLAT BOOK 16, PAGE 33.

3. THE BOUNDARY LINE OF SECTION 26 IS SHOWN BY THE DOTTED LINE ON THIS SHEET AND BY SHEET 1, PLAT BOOK 16, PAGE 33.

4. THE BOUNDARY LINE OF SECTION 26 IS SHOWN BY THE DOTTED LINE ON THIS SHEET AND BY SHEET 1, PLAT BOOK 16, PAGE 33.

5. THE BOUNDARY LINE OF SECTION 26 IS SHOWN BY THE DOTTED LINE ON THIS SHEET AND BY SHEET 1, PLAT BOOK 16, PAGE 33.

6. THE BOUNDARY LINE OF SECTION 26 IS SHOWN BY THE DOTTED LINE ON THIS SHEET AND BY SHEET 1, PLAT BOOK 16, PAGE 33.

7. THE BOUNDARY LINE OF SECTION 26 IS SHOWN BY THE DOTTED LINE ON THIS SHEET AND BY SHEET 1, PLAT BOOK 16, PAGE 33.

8. THE BOUNDARY LINE OF SECTION 26 IS SHOWN BY THE DOTTED LINE ON THIS SHEET AND BY SHEET 1, PLAT BOOK 16, PAGE 33.

9. THE BOUNDARY LINE OF SECTION 26 IS SHOWN BY THE DOTTED LINE ON THIS SHEET AND BY SHEET 1, PLAT BOOK 16, PAGE 33.

10. THE BOUNDARY LINE OF SECTION 26 IS SHOWN BY THE DOTTED LINE ON THIS SHEET AND BY SHEET 1, PLAT BOOK 16, PAGE 33.

ASSOCIATED LAND SURVEYORS, INC.

1122 W. BLUE HERON BOULEVARD - SUITE 121
MYRTLE BEACH, FLORIDA 33508 - 1-813-734-4444
PHONE: (813) 648-1100 FAX: (813) 648-0888 EMAIL: ALS@ALSDSURV.COM

SURVEYOR'S NOTE

1. THE TOTAL LOT AREA INCLUDES ALL DEEDS ON FILE IN THE PUBLIC RECORDS OF HERN COUNTY, FLORIDA.

2. THE NET LOT AREA EXCLUDES THE AREA OF THE PUBLIC RECORDS OF HERN COUNTY, FLORIDA.

FILED PERI_PLAT

FILE: PERI_PLAT

DATE: 04/10/06

SHEET: 2 OF 7

APRIL 2006

BRIDGEWATER PRESERVE

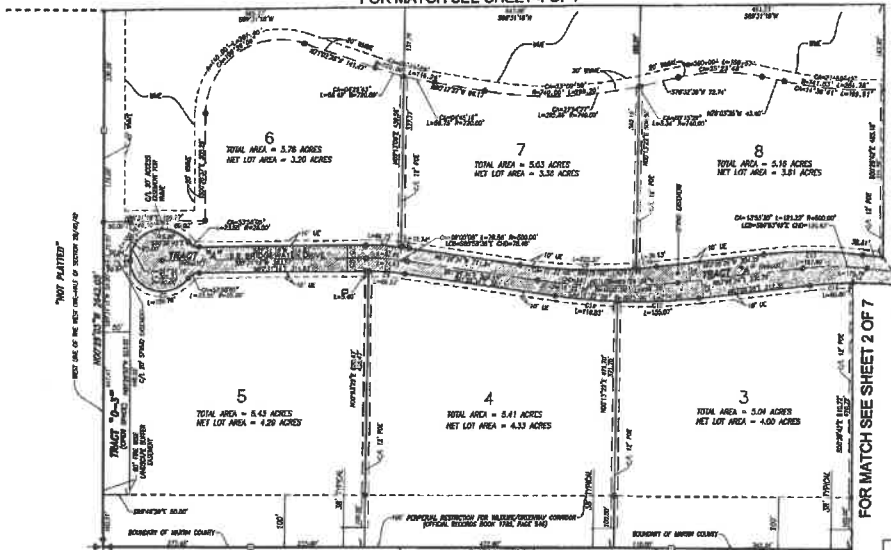
LIVING IN THE WEST ONE-HALF OF SECTION 24, TOWNSHIP 43 SOUTH, RANGE 42 EAST, MARTIN COUNTY, FLORIDA

Plot Book 16 Page 83

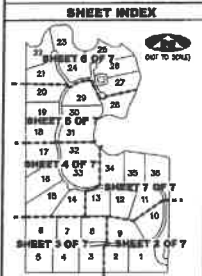
SHEET 3 OF 7



FOR MATCH SEE SHEET 4 OF 7



FOR MATCH SEE SHEET 2 OF 7



SURVEYOR'S NOTE
1. THE NET LOT AREA INCLUDES ALL EXISTING BARRIERS ON THE LOT.
2. THE NET LOT AREA EXCLUDES THE BARRIERS EXISTING WITHIN BARRIERS, EXISTING BARRIERS, AND WELLS/SEWER CONNECTIONS.

CURVE TABLE			
01	Ch=125.00'	R=100.00'	Ch=125.00'
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LEGEND

- 1. BOUNDARY LINE
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LEGEND

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SURVEYOR'S NOTES

1. SEE ALSO PLANNED IMPROVEMENTS, IS NOT SHOWN ON THIS SURVEY.
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35. SEE ALSO PLANNED IMPROVEMENTS, IS NOT SHOWN ON THIS SURVEY.

ASSOCIATED LAND SURVEYORS, INC.
4152 W. BLUE HORIZON BOULEVARD - SUITE 121
PENSACOLA, FLORIDA 32504
PHONE: (904) 949-2102 FAX: (904) 949-2103
WWW.ALSURVEYORS.COM

ASSOCIATED LAND SURVEYORS, INC.
4152 W. BLUE HORIZON BOULEVARD - SUITE 121
PENSACOLA, FLORIDA 32504
PHONE: (904) 949-2102 FAX: (904) 949-2103
WWW.ALSURVEYORS.COM

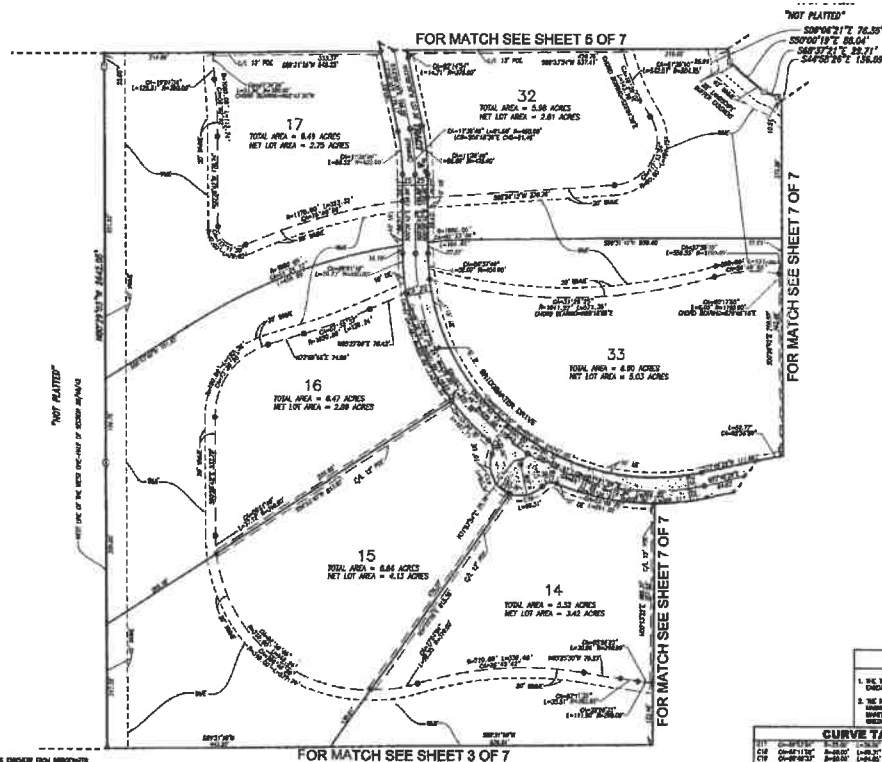
APRIL 2006

BRIDGEWATER PRESERVE

LYING IN THE WEST ONE-HALF OF SECTION 25, TOWNSHIP 40 SOUTH, RANGE 42 EAST, MARTIN COUNTY, FLORIDA

Plot Book 16 Page 33

SHEET 4 OF 7



SHEET INDEX

33	32
31	30
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11	10
9	8
7	6
5	4
3	2
1	

NOTES: 1. ALL AREAS SHOWN ARE UNPLATTED AND SUBJECT TO THE PROVISIONS OF CHAPTER 218, F.S., P.L. 1975.

FOR MATCH SEE SHEET 3 OF 7

SURVEYOR'S NOTES

1. BE BARE GROUND, AS SHOWN HEREON, IS NOT SURVEYED.
2. THE BOUNDARIES SHOWN ARE BASED ON THE DATA PROVIDED BY THE CLIENT AND ARE NOT GUARANTEED BY THE SURVEYOR.
3. THE SURVEYOR HAS REVIEWED THE DATA AND HAS FOUND IT TO BE REASONABLY ACCURATE.
4. THE SURVEYOR HAS REVIEWED THE DATA AND HAS FOUND IT TO BE REASONABLY ACCURATE.
5. THE SURVEYOR HAS REVIEWED THE DATA AND HAS FOUND IT TO BE REASONABLY ACCURATE.

LEGEND

1	1. BOUND LINE	2	2. EASEMENT
3	3. EASEMENT	4	4. EASEMENT
5	5. EASEMENT	6	6. EASEMENT
7	7. EASEMENT	8	8. EASEMENT
9	9. EASEMENT	10	10. EASEMENT
11	11. EASEMENT	12	12. EASEMENT
13	13. EASEMENT	14	14. EASEMENT
15	15. EASEMENT	16	16. EASEMENT
17	17. EASEMENT	18	18. EASEMENT
19	19. EASEMENT	20	20. EASEMENT
21	21. EASEMENT	22	22. EASEMENT
23	23. EASEMENT	24	24. EASEMENT
25	25. EASEMENT	26	26. EASEMENT
27	27. EASEMENT	28	28. EASEMENT
29	29. EASEMENT	30	30. EASEMENT
31	31. EASEMENT	32	32. EASEMENT
33	33. EASEMENT	34	34. EASEMENT

ASSOCIATED LAND SURVEYORS, INC.
 4155 W. BLUE HERON BOULEVARD - SUITE 121
 POMEY BEACH, FLORIDA 32061
 PHONE: (904) 994-2101 FAX: (904) 994-4600 EMAIL: ALS@ALSDINC.COM

CURVE TABLE

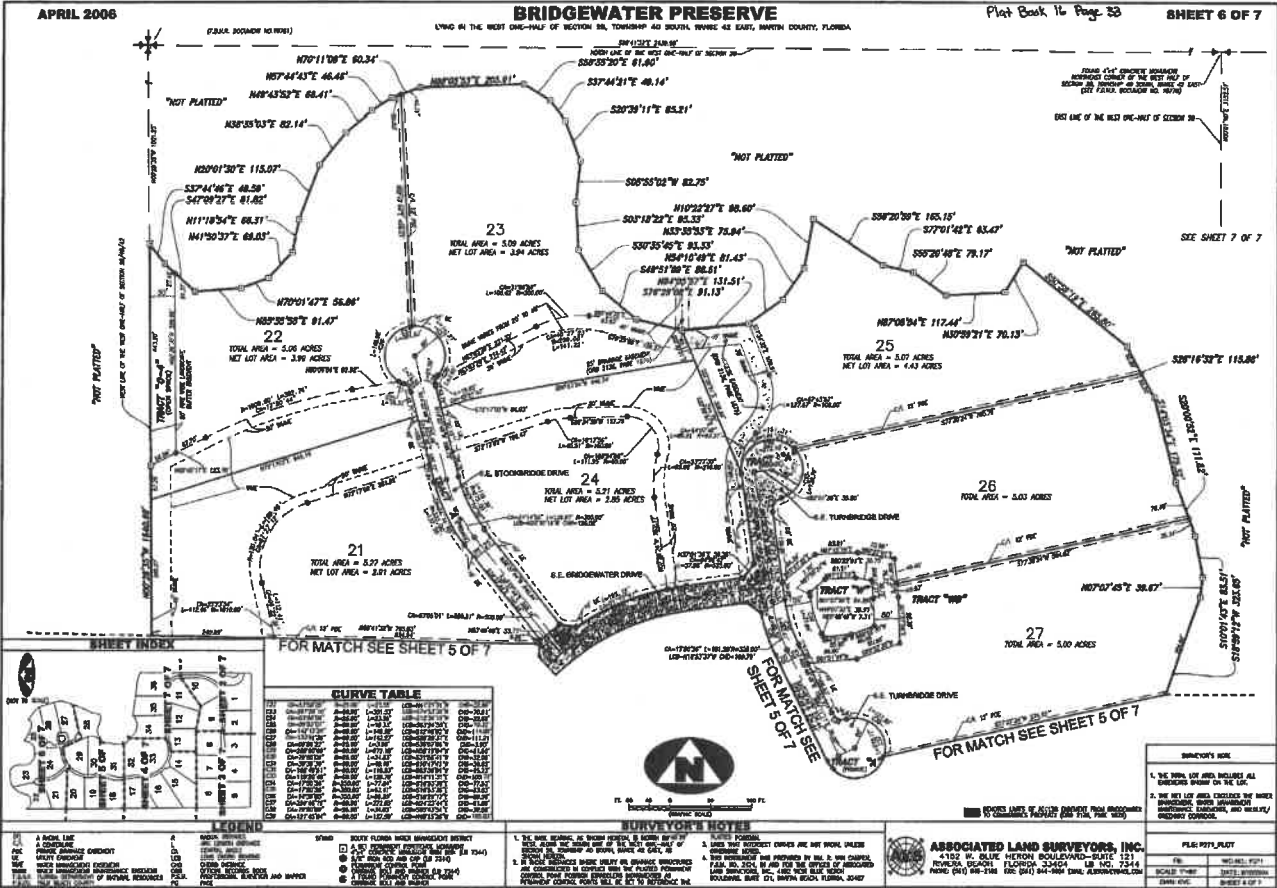
STATION	CHORD BEARING	CHORD DIST.	ARC BEARING	ARC DIST.
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1+01.00	S 89° 58' 11" W	1.0000	S 89° 58' 11" W	1.0000
1+02.00	S 89° 58' 11" W	1.0000	S 89° 58' 11" W	1.0000
1+03.00	S 89° 58' 11" W	1.0000	S 89° 58' 11" W	1.0000
1+04.00	S 89° 58' 11" W	1.0000	S 89° 58' 11" W	1.0000
1+05.00	S 89° 58' 11" W	1.0000	S 89° 58' 11" W	1.0000
1+06.00	S 89° 58' 11" W	1.0000	S 89° 58' 11" W	1.0000
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1+10.00	S 89° 58' 11" W	1.0000	S 89° 58' 11" W	1.0000

APRIL 2006

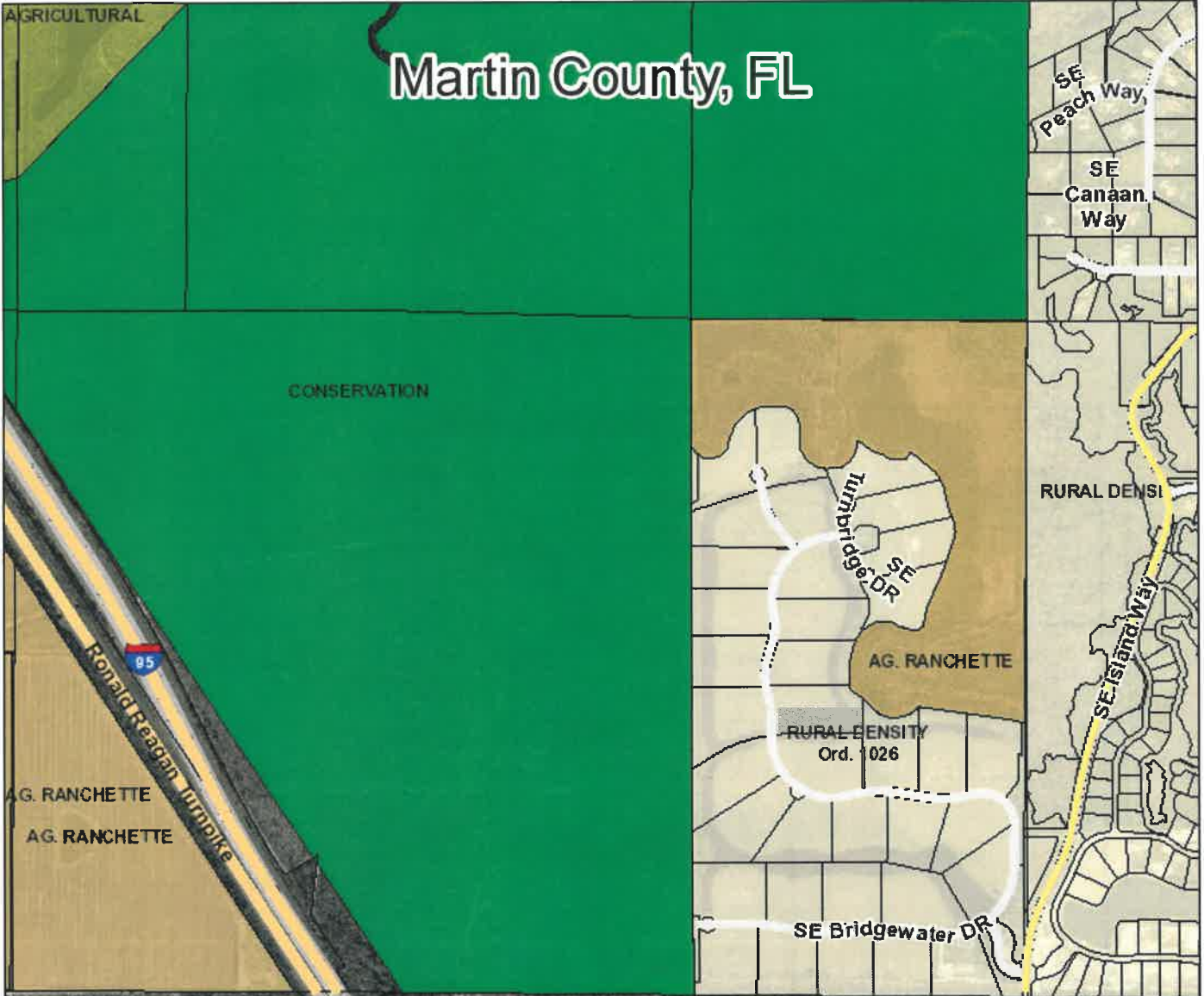
BRIDGEWATER PRESERVE

Plot Book 16 Page 33

SHEET 6 OF 7



Martin County, FL



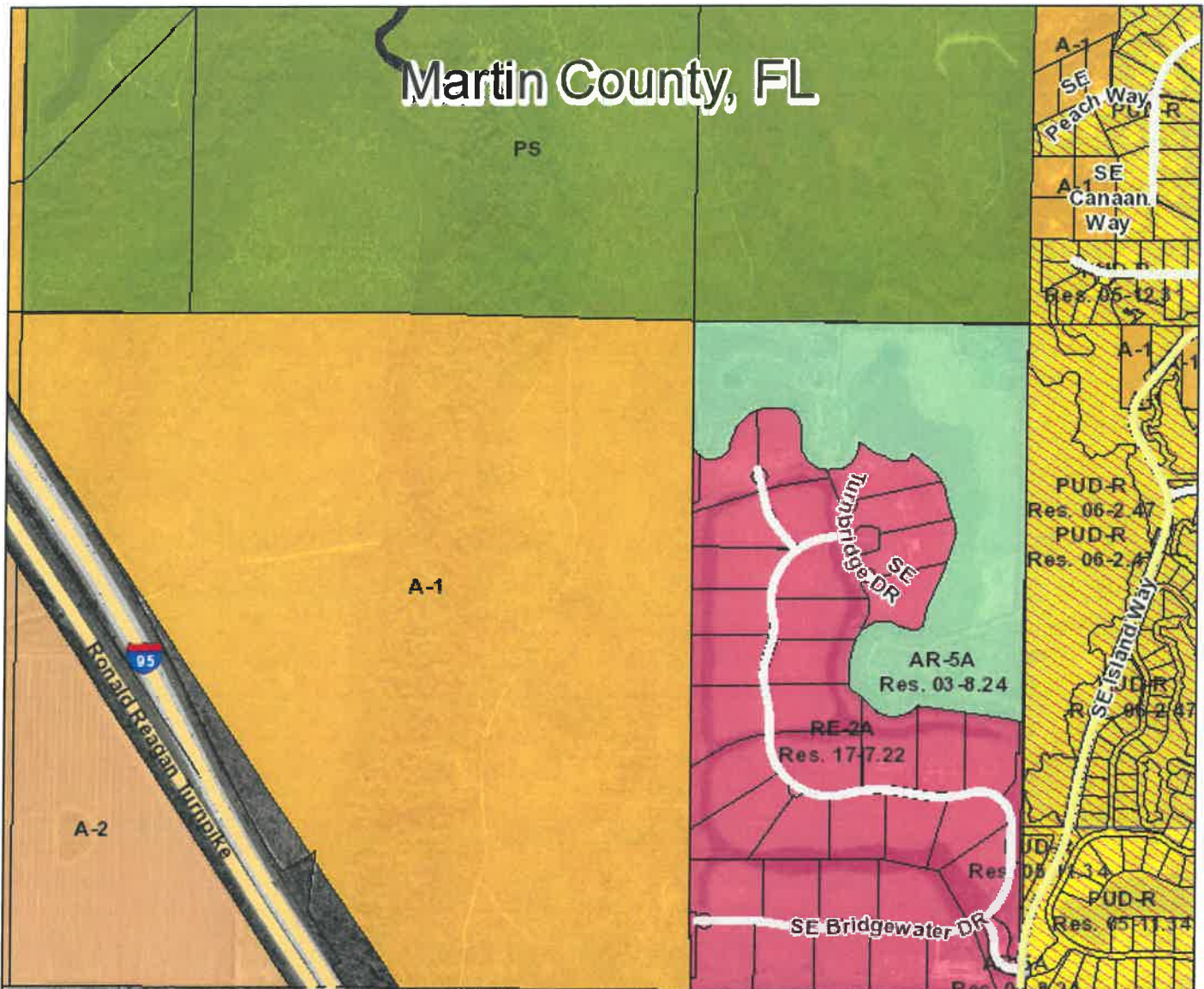
0 2,800 Feet

Date: 4/9/2018
 This Geographic Information System Map Product, received from Martin County (COUNTY) in fulfillment of a public records request, is provided "as is" without warranty of any kind, and the COUNTY expressly disclaims all express and implied warranties, including but not limited to the implied warranties of merchantability and fitness for a particular purpose. The COUNTY does not warrant, guarantee, or make any representations regarding the use, or the results of the use, of the information provided to you by the COUNTY in terms of correctness, accuracy, reliability, timeliness or otherwise. The entire risk as to the results and performance of any information obtained from the COUNTY is entirely assumed by the recipient.

Author: Martin County GIS
 Copyright: Copyright 2015



Martin County, FL



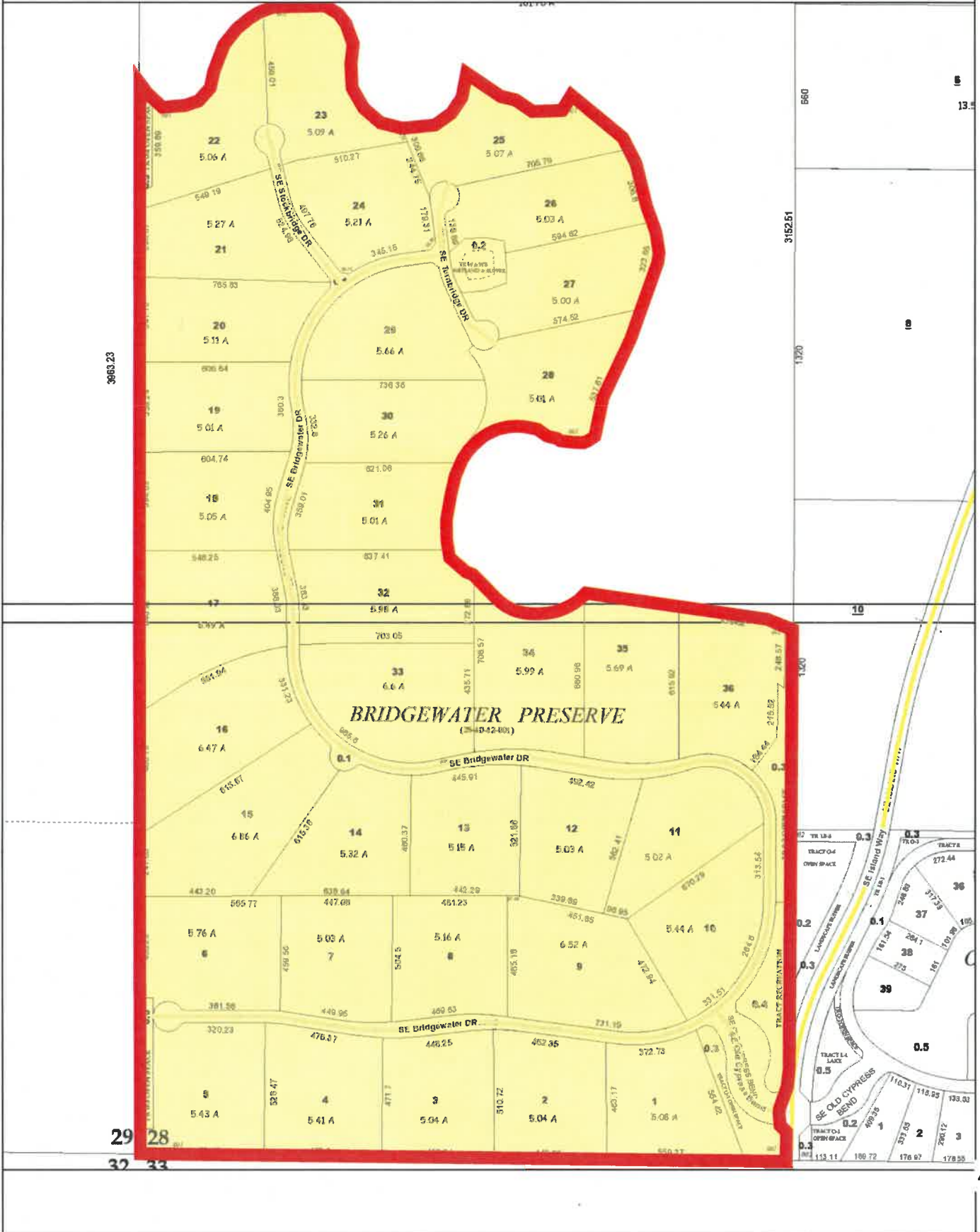
0 2,800 Feet

Date: 4/9/2018
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Author: Martin County GIS
 Copyright: Copyright 2015



Bridgewater Preserve - Parcel Assessment Map





November 8, 2018

HAND DELIVERY

Peter Walden, Principal Planner
 Martin County Growth Management Department
 2401 S.E. Monterey Road
 Stuart, FL 34996

RE: BRIDGEWATER PRESERVE PUD ZONING & REVISED MASTER SITE PLAN - First Resubmittal in Response to Staff Report Dated October 1, 2018 (MC Project #P115-006; Lucido #16-616)

Dear Peter:

In response to the above-referenced staff report and workshop on October 4, 2018, please find enclosed the original resubmittal packet containing the documents and plans referenced below, and a CD with PDF copies of the resubmitted materials, and an additional set of the 24x36 plans.

The enclosed revised materials are listed as follows:

- Master Site Plan;
- PUD Agreement;
- Boundary/Topographic Survey;
- Traffic Impact Report; and
- Stormwater Management/Utility Conceptual Plan.

The enclosed application materials have been revised as outlined in the following itemized responses to the staff comments. Please note the entire comments have not been repeated. Please refer to the staff report for the actual comments within each section. Our responses have been *italicized* for clarity.

Itemized Responses to Staff Report

- A. Application information**
Agree.
- B. Project description and analysis**
Agree.
- C. Staff recommendation**
See responses to the non-comply comments below.
- D. Review Board/Committee action**
Agree.
- E. Location and site information**
Agree.
- F. Determination of compliance with Comprehensive Growth Management Plan requirements**
Unresolved issues:
Item #1: Resubmit with a Master and Final Site Plan and PUD Zoning Agreement.

As discussed at the workshop and confirmed during follow up correspondence, the final site plan application will be submitted in accordance with the PUD Timetable of Development Schedule (Exhibit E). To ensure no development is authorized prior to final site plan approval, PUD Special Condition #6, Models, has been deleted.

Item #2: This application cannot be deemed to be in compliance with the Martin County Comprehensive Growth Management Plan (CGMP) until the issues identified in this report have been satisfactorily resolved.

See responses to the non-comply comments below.

G. Determination of compliance with land use, site design standards, zoning and procedural requirements

Unresolved Issues:

Item #1: Data table

Under open space, line 2 should read required-provided open space 109.25 ac.

This correction has been made to the revised master site plan enclosed.

57.79 acres of impervious area is allocated to the lots.

Provide information as to how this going to be mandated and/or tracked on all of the lots?

The total area within the 107 lots is 144.47 acres. The stormwater system is designed to handle a maximum of 57.79 acres of impervious area from the eventual development of all lots, which equates to approximately 23,526 sf per lot or 40% of the total lot area. To ensure the maximum allowable impervious area will not be exceeded, an additional category for "Maximum Lot Coverage Per Lot" has been added to the Building and Lot Data tabular on the revised master plan site plan enclosed.

H. Determination of compliance with urban design and community redevelopment requirements

Not applicable.

Agree.

I. Determination of compliance with property management requirements

Not applicable.

Agree.

J. Determination of compliance with environmental and landscaping requirements

Environmental

Unresolved issues:

Item #1: PAMP Site Inspection

The application submittal states the project is currently in compliance with the requirements in the PAMP. Please contact Shawn McCarthy, the environmental reviewer, to schedule an onsite inspection of the preserve area and existing littoral zone areas to verify compliance. If the inspection shows there are preserve area or littoral zone issues, these items will need to be resolved prior to approval.

Agree, an onsite inspection has been scheduled.

Item#2: PUD and Public Benefits

The project is proposing a PUD to increase the number of residential lots. Although not required, please consider providing an environmental public benefit. A possible benefit may be creating or coordinating construction of a pedestrian trail as part of the Jupiter

Flatwood Greenway on the south end of the project. This trail is shown on the approved Final Site Plan offsite in Palm Beach County. In your response, please indicate if this trail is still planned and if the applicant would consider this public benefit.

As discussed at the workshop the trail system for the Jupiter Flatwood Greenway is intended to be a wildlife corridor that connects Jonathan Dickinson State Park to the Palm Beach County Conservation Area by a box culvert underneath SE Island Way. Pedestrian use is not intended and should not be encouraged.

Landscape

Findings of Compliance:

The Growth Management Department staff has reviewed the application and finds it in compliance with the applicable land development regulations regarding landscaping. Agree.

K. Determination of compliance with transportation requirements

Item #1:

The Traffic Impact Analysis does not comply with Article 5, Division 3, Sections 5.63 and 5.64 because:

Trip generation rates shall be taken from the Institute of Transportation Engineers' Trip Generation (current edition) [Martin County, Fla., LDR Article 5, Division 3, Section 5.63.A (2009)]

- **Update to ITE 10th Edition**

Please see updated traffic impact report enclosed.

Revise Exhibits 3 and 4 to display project trips and impact of 80% assignment on SE Island Way – Project Entrance to Palm Beach County.

This section of roadway is already shown with an impact of 100% and was confirmed per a conversation with Lukas Lambert on 10-5-18. It is shown as link #1 in exhibit 3, Island Way, between Palm Beach County and Jupiter road.

Revise Exhibit 5 analysis for maximum buildout year allowed of a Planned Unit Development (7 years) from anticipated BOCC adoption date.

Please see updated Exhibit 5 in revised traffic impact report that reflects the requested build-out year.

L. Determination of compliance with county surveyor

Not applicable.

Agree.

M. Determination of compliance with engineering, stormwater and flood management requirements

Findings of Compliance:

Stormwater Management Report

Due to the application type being a master plan, the stormwater report was only reviewed for compliance with Martin County Stormwater Management and Flood Protection Standards for Design and Review section 1.4.A – Master Plan Approval (Major Projects). The remaining portions of the report were not reviewed at this time. The full report including any proposed changes to the stormwater system will be reviewed during the Final Site Plan approval application.

Agree.

Unresolved Issues:

Stormwater Management System Conceptual Plan

Provide a signed and sealed topographic survey, mapped to one-foot contours, that extends at least 200- feet beyond property and referenced to the North American Vertical Datum of 1988; current survey provided is based upon NGVD 1929. [Martin County, Fla., LDR Section 4.384.A.3 (2015)] [Martin County Stormwater Management and Flood Protection Standards for Design and Review, Section 1.4.A.2.a (2001)]

See enclosed boundary/topographic survey revised to reflect elevations in NAVD 1988.

Due to the application type being a master plan, the stormwater management system was only reviewed for compliance with Martin County Stormwater Management and Flood Protection Standards for Design and Review section 1.4.A – Master Plan Approval (Major Projects) which is limited to the existing conditions of the site and does not include proposed construction elements.

Remove all labeling and associated linework indicating proposed construction elements and/or elements to be removed on the Master Drainage Plan. These elements include but are not limited to:

- Proposed drainage easement inlet and pipe**
- Remove existing drainage structure and pipe**
- Abandon existing drainage easement**
- Proposed Structure #1**
- Existing control structure to be modified**

Acknowledged. The labels and linework have been removed from the enclosed master stormwater/utility plan.

Remove detail Section 5 and the Modified Existing Control Structure detail 6 from Master Drainage Plan Sections and Details Sheet No. 2.

Acknowledged. The details have been removed.

- N. Determination of compliance with addressing and electronic file requirements**
Addressing and Electronic File Submittal
Findings of Compliance:
Agree.

- O. Determination of compliance with utilities requirements**
Water and Wastewater Service
Findings of Compliance:
Agree.

Wellfield and Groundwater Protection
Findings of Compliance:
Agree.

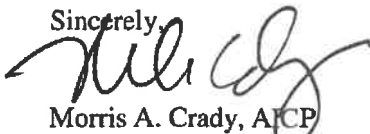
- P. Determination of compliance with fire prevention and emergency management requirements**
Findings of Compliance:
Agree.

- Q. Determination of compliance with ADA requirements**
Not applicable:
Agree.
- R. Determination of compliance with Martin County Health Department and School Board Requirements:**
Not applicable.
Agree.
- S. Determination of compliance with legal requirements**
Review pending.
- T. Determination of compliance with adequate public facilities requirements**
Noted.
- U. Post-approval requirements**
Noted.
- V. Local, State and Federal Permits**
Noted.
- W. Fees**
Noted.
- X. General application information**
Agree.
- Y. Acronyms**
Noted.
- Z. Attachments**
Noted.

I trust these responses and the revised plans satisfactorily address the comments contained in the staff report and allow to the project to be scheduled for the next available Local Planning Agency meeting.

Please feel free to contact me or my assistant, Shirley Lyders, if you have any questions or need additional information.

Sincerely,



Morris A. Crady, AICP
Senior Vice President

Encl.
Copy to Team

This Instrument Prepared By:

Robert S. Raynes, Jr., Esquire
Gunster, Yoakley & Stewart, P.A.
800 SE Monterey Commons Blvd., Suite 200
Stuart, Florida 34996
(772) 288-1980

[blank space above line reserved for recording data]

BRIDGEWATER PRESERVE

RESIDENTIAL PLANNED UNIT DEVELOPMENT ZONING AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between, BRIDGEWATER VENTURES, LLC, a Florida 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 in **Exhibit A**, attached hereto and made a part hereof; and

WHEREAS, it is the desire of OWNER to develop (in accordance with development plans, as the same may be revised from time to time) a Residential Planned Unit Development (hereinafter sometimes referred to as PUD) to be known as Bridgewater Preserve consisting of common areas, sewage, irrigation and water treatment lines and appurtenances thereto, recreational facilities, private streets and parking facilities, street lighting and a private residential subdivision not to exceed an aggregate sum of 107 residential housing units together with accessory buildings and other related improvements and facilities; and

WHEREAS, Bridgewater Preserve Homeowners Association, Inc., a Florida not-for-profit corporation, will be formed to provide for the maintenance of the roads, streets, rights-of-way, and common areas within Bridgewater Preserve (hereinafter the ASSOCIATION); and

WHEREAS, this type of consolidated development is permitted in Martin County subject to a PUD 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, 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, or the right to acquire title, as applicable, 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 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 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 Agreement, the approved master site plan, final site plans, and the subdivision plat(s).

4. COMMON AREAS, COVENANTS, CONDITIONS AND RESTRICTIONS

- 4.1 The OWNER shall create a Declaration of Covenants, Conditions and Restrictions for Bridgewater Preserve (hereinafter the Covenants and Restrictions), which shall be submitted as part of the application for the first final site plan approval. A copy of the Covenants and Restrictions shall be included as an exhibit to the development order for the first final site plan.
- 4.2 It shall be deemed a breach of this Agreement for any land to be conveyed by the OWNER by an instrument which does not contain the Covenants and Restrictions

or incorporate them by reference thereto. 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 common areas, may require dedication of common open areas, utilities or road rights-of-way to the public as are deemed necessary.

- 4.3 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 master and final site plans 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 the sending 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 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 the COUNTY may allow, then the COUNTY, in order to preserve the taxable values of the real property within the Planned Unit

Development 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 when followed in accordance with the above procedures shall not be deemed a trespass. 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.

- 4.4 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 plans, and subdivision plats.

6. CHANGE OR AMENDMENT

There shall at all times be a strict adherence to the provisions of the Agreement and the approved master and final site plans. Any change or amendment to the Agreement and/or the approved master site plan, final site plans, and subdivision plats shall only be made in accordance with Section 10.14, Changes and Amendments to Approved Development Orders of Article 10, Development Review Procedures of the Martin County Land Development Regulations.

7. BREACH OF AGREEMENT

7.1 Development of Bridgewater Preserve shall at all times be in compliance with the PUD Agreement and the approved master site plan, final site plans, and subdivision plats (hereinafter sometimes referred to as 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 10.8, Suspension of Development Orders for Failure to Comply, of Article 10, Development Review Procedures, of the Martin County Land Development Regulations.

- 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 10.8, Suspension of Development Orders for Failure to Comply with Article 10, Development Review Procedures of the Martin County Land Development Regulations.
- 7.3 In addition, pursuant to the provisions of Section 10.5.C., Termination of PUD Development Approval of Article 10, Development Review Procedures of the Martin County Land Development Regulations, at such time as the Board of County Commissioners becomes aware of a possible breach of the PUD Agreement, the Board may schedule a public hearing on reconsideration of the development approval and its possible termination. In the event that the Board determines that a breach of the PUD Agreement has occurred and voids the development order, the Board may initiate an amendment to the Comprehensive Growth Management Plan to cause the property to revert to its immediately pre-existing future land use designation or the most appropriate designation and rezone the property to a consistent zoning district. Following the termination of the PUD Agreement, all further COUNTY permitting associated with the voided approval shall cease.

7.4 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 Agreement.

8. JURISDICTION

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

9. SUCCESSORS AND ASSIGNS

This 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 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; (iii) mailed by registered or certified mail (postage prepaid), return receipt requested; or (iv) mailed by regular U.S. mail. For purposes of notice, the addressees are as follows:

OWNER: Bridgewater Ventures, LLC
3801 PGA Boulevard
Suite 903
Palm Beach Gardens, FL 33410

with required copy to:

Robert S. Raynes, Jr., Esq.
Gunster
800 SE Monterey Commons Blvd.
Suite 200
Stuart, FL 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; or on the second business day after the date of mailing by regular U.S. mail. 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 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 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 Agreement, or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable for the remainder of this

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 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 any future amendments to such laws, ordinances, codes or regulations.

IN WITNESS WHEREOF, the parties hereto have executed these presents on the dates indicated below. The date of this Agreement shall be the date on which this Agreement was approved by the Board of County Commissioners.

WITNESSES:

Name: _____

Name: _____

OWNER

BRIDGEWATER VENTURES, LLC, a Florida limited liability company

By: _____

3801 PGA Boulevard, Suite 903
Palm Beach Gardens, FL 33410

STATE OF _____
COUNTY OF _____

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared _____, _____ of Bridgewater Ventures, LLC, a Florida limited liability company, on behalf of the company, to me known to be the person described herein and who executed the foregoing instrument and acknowledged before me that he executed same.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 20____.

(NOTARIAL STAMP)

Notary Public
My commission expires:

ATTEST:

Carolyn Timmann
Clerk of the Circuit Court and Comptroller

(COMMISSION SEAL)

COUNTY
BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

By: _____
Edward V. Ciampi, Chairman

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Krista A. Storey
Senior Assistant County Attorney

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 that Residential Planned Unit Development Zoning Agreement dated the _____ day of _____, 20____, by and between Bridgewater Ventures, LLC, a Florida limited liability company and Martin County, is in the ownership of Bridgewater Ventures, LLC, a Florida limited liability company.

Dated this ____ day of _____, 20____.

By: _____
Robert S. Raynes, Esquire
Gunster, Yoakley & Stewart, P.A.
800 SE Monterey Commons Boulevard,
Suite 200
Stuart, Florida 34996
Florida Bar No.: 124672

EXHIBIT C

UNIFIED CONTROL

The undersigned, being the OWNER of the property described in Exhibit A, to the Residential Planned Unit Development Zoning Agreement (PUD(r) Agreement), dated the _____ day of _____, 20____, between BRIDGEWATER VENTURES, LLC, a Florida limited liability company and MARTIN 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(r) Agreement.

In addition, the following conveyances shall be permitted:

1. If the PUD(r) 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(r) 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 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.

WITNESSES:

OWNER

BRIDGEWATER VENTURES, LLC, a Florida limited liability company

Name: _____

By: _____
_____, _____

Name: _____

3801 PGA Boulevard, Suite 903
Palm Beach Gardens, FL 33410

STATE OF _____
COUNTY OF _____

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared _____, _____ of Bridgewater Ventures, LLC, a Florida limited liability company, on behalf of the company, to me known to be the person described herein and who executed the foregoing instrument and acknowledged before me that he executed same.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 20__.

(NOTARIAL STAMP)

Notary Public
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. This development shall be constructed in accordance with this timetable of development. This development shall be constructed in one phase in accordance with the attached Master Site Plan, attached as Exhibit D.

- B. Final site plan approval and Plat (Re-Plat) approval must be obtained by no later than December 31, 2022.

- C. Completion of all infrastructure improvements must be completed by no later than December 31, 2023.

EXHIBIT F

SPECIAL CONDITIONS

1. ADDITIONAL REQUIREMENTS

The Bridgewater Preserve PUD shall comply with all requirements of the Martin County Comprehensive Growth Management Plan. Unless specifically provided for within this PUD Agreement or set forth on the master site plan, the Bridgewater Preserve PUD shall comply with all requirements of the General Ordinances and Land Development Regulations of the Martin County Code.

2. 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 Bridgewater Preserve 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 to be submitted with final site plan application. The Maintenance Plan will provide that the 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. FIRE PROTECTION

All Structures that 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 13D, Standard for the installation of Sprinkler System in One and Two Family Dwellings and Manufactured Homes. 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. All structures constructed under this development order shall comply with this condition.

4. HAULING OF FILL

The OWNER agrees not to haul any fill off of the site of the Bridgewater Preserve PUD and to coordinate with the County Engineer the routes and timing of any fill to be hauled to the site of this project. The OWNER shall also comply with all COUNTY excavation and fill regulations.

Lake littoral zones and upland buffers shall be maintained in accordance with a Preserve Area Management Plan approved by COUNTY.

5. IRRIGATION

Irrigation water for the entire PUD will be supplied by wells pursuant to the existing water use allocation from South Florida Water Management District for groundwater withdrawals in accordance with all applicable regulations.

6. PRESERVE AREAS

Preserve Areas shall be maintained in accordance with the approved Preserve Area Management Plan recorded in Official Records Book 02126, Page 0798, of the public records of Martin County, Florida.

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 Bridgewater Preserve PUD.

8. SOIL EROSION AND SEDIMENTATION

Site clearing and vegetation removal shall be phased in accordance with the approved final site plan. Construction practices such as seeding, wetting, and mulching which minimize airborne dust and particulate emission generated by construction activity shall be undertaken within thirty (30) days of completion of clearing work. The slopes of constructed lakes from the top of the bank to the control water elevation (landward edge of littoral zone) shall be immediately stabilized and/or sodded to the satisfaction of the Public Works Department upon completion of the lake construction.

9. 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.

10. 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.

11. TIME SHARING OR INTERVAL OWNERSHIP PROHIBITED

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

12. PUBLIC BENEFITS

- A. OWNER shall contribute the sum of Fifty Thousand Dollars (\$50,000.00) to COUNTY for traffic calming improvements for SW Island Way within sixty (60) days of final site plan approval or prior to the commencement of construction, whichever first occurs.
- B. OWNER shall contribute the sum of Fifty Thousand Dollars (\$50,000.00) to COUNTY for use in the construction and/remodeling of the South County fire station within sixty (60) days of final site plan approval or prior to the commencement of construction, whichever first occurs.

13. USES AND DEVELOPMENT STANDARDS

- A. Except as provided for within this PUD Agreement or as set forth on the master site plan, the requirements of Article 3, Land Development Regulations, Martin County Code, and specifically the RE-2A zoning district shall apply to the development of the Bridgewater Preserve PUD, which has a Rural Density Land Use Designation.

14. WATER/WASTEWATER

Potable water service for this project will be provided by way of a service agreement with the Town of Jupiter, Florida and wastewater services for this project shall be provided by way of a service agreement with the Loxahatchee Environmental Control District. OWNER shall provide an executed copy of an agreements for each phase for such service within 60 days of final site plan approval of that phase. For water conservation, OWNER shall individually meter each unit and/or supporting structure.

15. TERMINATION OF BRIDGEWATER PRESERVE FINAL SITE PLAN APPROVAL:

The Final Site Plan for Bridgewater Preserve, which consists of a platted 36-lot single-family subdivision approved on February 2, 2006, by Resolution Number: 06-2.2, recorded in Official Records Book 2126, Page 798, and amended by an Administrative Amendment, dated May 11, 2007, and recorded in Official Records Book 2263, Page 1979, both of the public records of Martin County, Florida, shall be terminated and deemed null and void upon approval of the Final Site Plan for the Bridgewater Preserve PUD. Development pursuant to the Final Site Plan for Bridgewater Preserve is hereby no longer authorized and shall not be permitted. Notwithstanding the termination of the Bridgewater Preserve development order, OWNER has demonstrated compliance with the requirements of Section 5.32D, Procedures to Obtain a Certificate of Public Facilities Reservation, of the Martin County Land Development Code, for 36 single family lots by way of payment of all mandatory impact fees, which shall be

acknowledged and applicable at the time of Final Site Plan approval for the Bridgewater Preserve PUD.

If Final Site Plan approval for the Bridgewater Preserve PUD is not achieved in accordance with the approved PUD Timetable of Development Schedule, as may be amended, then the project shall revert back to the platted 36-lot single-family subdivision subject to the approved development orders.

JONATHAN DICKINSON
STATE PARK

JONATHAN DICKINSON
STATE PARK

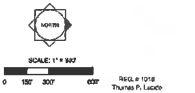
JONATHAN DICKINSON
STATE PARK



Project Team:
Applicant / Property Owner:
 Bridgewater Preserve LLC
 2005 Palm Beach, Suite 102
 Palm Beach Gardens, Florida 33410
Land Planner / Landscape Architect:
 Lusk & Associates
 771 N. Ocean Blvd.
 Suite 1000, Palm Beach, FL 33480
Engineer:
 The M&C Group
 12225 SW 16th Street, Suite 100
 Miami, FL 33185
Surveyor:
 Leggett Surveying & Mapping
 115 N. U.S. Highway, Box 1
 Tequesta, Florida 33459

**BRIDGEWATER
PRESERVE
PUD**
 Master Site Plan
 Martin County, Florida

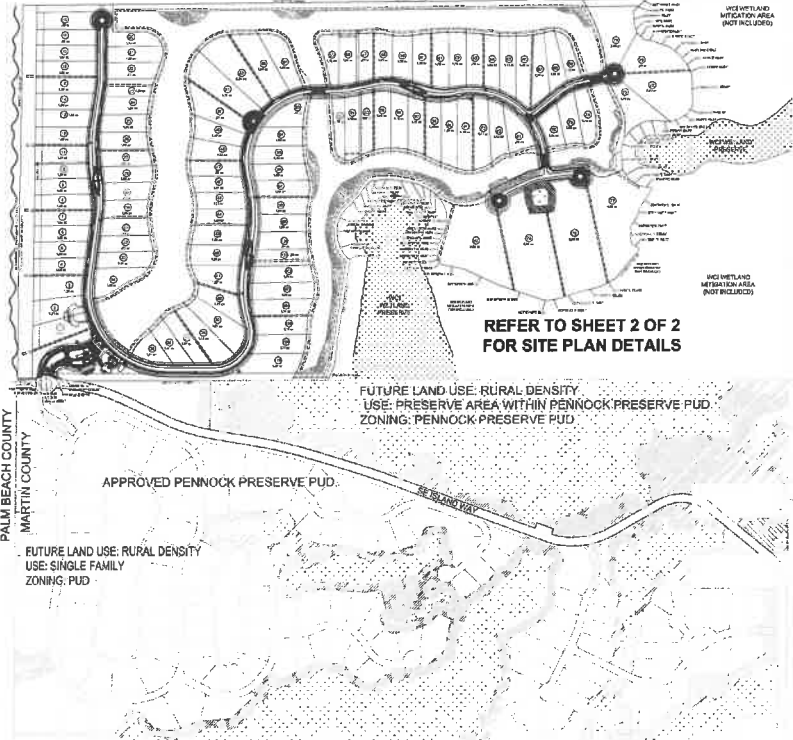
Date	By	Description
11/11/2010	S.A.	Issue for Review
11/12/2010	S.A.	Issue for Review
11/13/2010	S.A.	Issue for Review
11/14/2010	S.A.	Issue for Review
11/15/2010	S.A.	Issue for Review
11/16/2010	S.A.	Issue for Review
11/17/2010	S.A.	Issue for Review
11/18/2010	S.A.	Issue for Review
11/19/2010	S.A.	Issue for Review
11/20/2010	S.A.	Issue for Review
11/21/2010	S.A.	Issue for Review
11/22/2010	S.A.	Issue for Review
11/23/2010	S.A.	Issue for Review
11/24/2010	S.A.	Issue for Review
11/25/2010	S.A.	Issue for Review
11/26/2010	S.A.	Issue for Review
11/27/2010	S.A.	Issue for Review
11/28/2010	S.A.	Issue for Review
11/29/2010	S.A.	Issue for Review
11/30/2010	S.A.	Issue for Review



Designer: R.L.A. 1 of 2
 Manager: D.J.
 Project Number: 09-333
 Multiscale Number:
 Contract File: 16-610 Bridgewater Preserve - Master Plan-010
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FUTURE LAND USE: MEDIUM DENSITY
 USE: SINGLE FAMILY
 ZONING: PUD
 (PALM BEACH COUNTY)

FUTURE LAND USE: CONSERVATION
 USE: CONSERVATION AREA
 (PALM BEACH COUNTY)



REFER TO SHEET 2 OF 2
 FOR SITE PLAN DETAILS

FUTURE LAND USE: RURAL DENSITY
 USE: PRESERVE AREA WITHIN PENNOCK PRESERVE PUD
 ZONING: PENNOCK PRESERVE PUD

General Notes

1. Elevation: Mean Sea Level
 2. Minimum unit size shall be 2,301 sq. ft.

Building and Lot Data

Front Building Setback: 40'
 Side Building Setback: 15'
 Rear Building Setback: 30'
 Maximum Height: 3 Stories or 35 ft.
 Maximum Lot Coverage (per lot): 23,529 sq. ft.
 Minimum Open Space (all lots): 80%
 Minimum Lot Size: 1.0 acres
 Minimum Parking Spaces: 2 per unit
 Accessory uses not otherwise specified shall be in accordance with the RE-GA Zoning District.

Open Space:

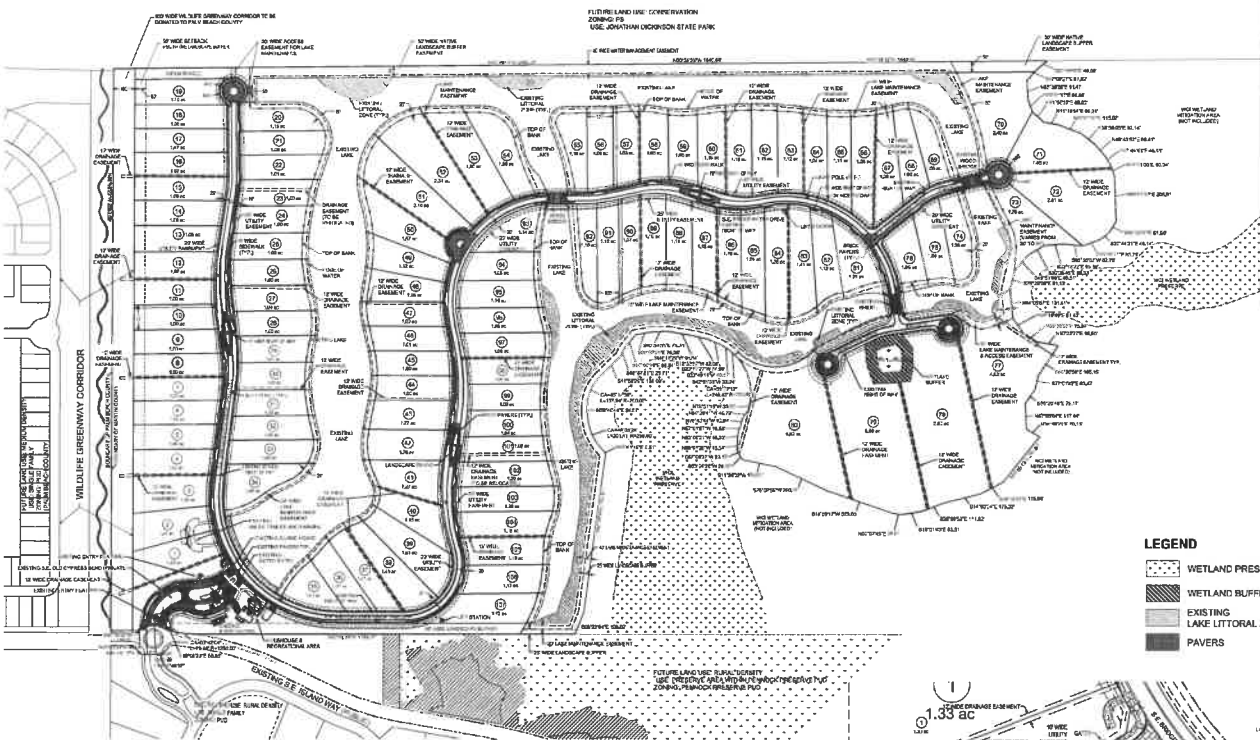
Required Open Space: 107.89 ac. (50.0%)
 Provided Open Space: 108.25 ac. (50.7%)
 Right of Way: 6.51 ac.
 Lot Area: 80.86 ac.
 Wetland Buffer: 0.98 ac.
 Canals: 0.48 ac.
 100' Wide Wetland Bufferway Corridor: 5.83 ac.
 Common Area Open Space (Landscape Buffer): 0.97 ac.
 *Not Including Lanes (40 acres)

Site Data:

Impervious Area: 108.19 ac. (49.3%)
 Right of Way: 7.99 ac. (49.3%)
 Lot Area: 87.70 ac.
 Lanes: 43.09 ac.
 Wetland: 0.28 ac.
 Canals: 0.47 ac.
 Paved Area: 108.25 ac. (50.7%)
 Right of Way: 5.51 ac.
 Lot Area: 80.86 ac.
 Wetland Buffer: 0.98 ac.
 Canals: 0.48 ac.
 100' Wide Wetland Bufferway Corridor: 5.83 ac.
 Common Area Open Space (Landscape Buffer): 0.97 ac.

Site Data:

Total Area: 215.36 ac.
 Product Type: Single Family Homes
 Total Units: 107 Lots
 Gross Density: 0.50 DU/AC.
 Existing Zoning: RE-GA
 Proposed Zoning: PUD
 Land Use Designation: Rural Density



lucido & associates

11100 SW 15th Street, Suite 100
 Miami, Florida 33185
 Phone: 305.444.1111
 Fax: 305.444.1112
 Email: info@lucido.com



Project Team:

Applicant / Property Owner:
 Bridgewater Preserve LLC
 3801 Palm Beach Lakes Blvd
 Palm Beach Gardens, Florida 33410

Land Planner / Landscape Architect:
 Lucido & Associates
 PO Box 10000
 Miami, Florida 33101

Engineer:
 The Huber Group
 4001 SW 15th Street, Suite 100
 Palm Beach Gardens, Florida 33410

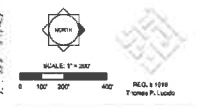
Surveyor:
 J. J. O'Connell & Associates
 12345 SW 15th Street, Suite 100
 Palm Beach Gardens, Florida 33410

LEGEND

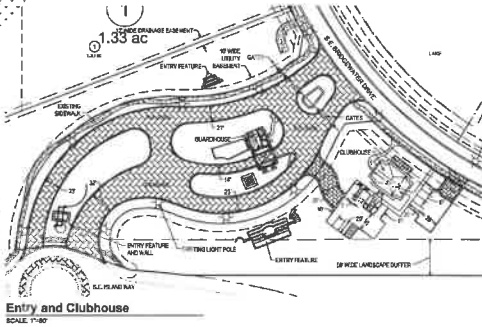
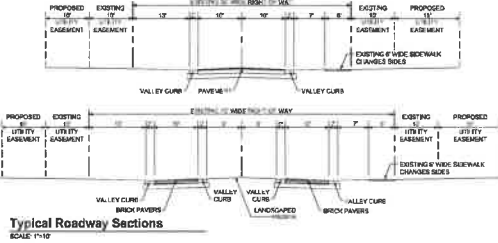
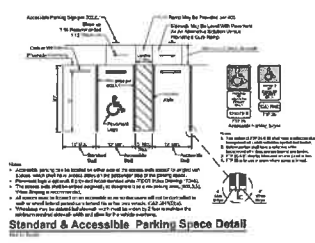
- WETLAND PRESERVE
- WETLAND BUFFER
- EXISTING LAKE LITTORAL ZONE
- PAVERS

BRIDGEWATER PRESERVE PUD
Master Site Plan
 Martin County, Florida

Date	By	Description
11-28-2023	S.J.L.	Initial Submittal
11-28-2023	S.J.L.	1st Submittal



Designer: S.J.L.
 Manager: S.J.L.
 Project Number: 09-036
 Revised Number:
 Computer File: 15-00001-01-Plan-01.dwg
 Date: 2-24-2024
2 of 2



**The
MilCor
Group
Inc.**

Traffic Impact Analysis

*Engineering
a Value-Driven
Sustainable
Environment*

Bridgewater Development

**Prepared for:
Lucido & Associates**

**For Review By:
Martin County**

October 2018

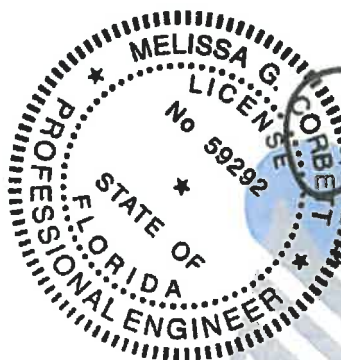
**Office Location &
Mailing Address:**

10975 SE
Federal Hwy
Hobe Sound
Florida
33455

Phone
772-223-8850
Fax
772-223-8851

Email
marketing@
themilcorgroup.
com

Web
www.
themilcorgroup.
com



[Handwritten Signature]
Melissa G. Corbett, P.E. #59292

C.A. #28246

October 9, 2018



Trip Generation

Introduction:

The MilCor Group, Inc. has been retained to conduct a traffic analysis for the Bridgewater Development, a 107-unit single family residential subdivision, located northwest of the Town of Jupiter within Martin County, Florida. The purpose of this study is to determine which roadway links are impacted by the proposed development and what, if any, improvements will be required to meet the adopted Level of Service standards based on the requirements for the Martin County Adequate Public Facilities Ordinance.

Site Data:

The site is located on the west side of Island Way between Interstate 95 and SR-5 (US-1) just north of the Martin/Palm Beach County Line as shown in Exhibit 1, location map. Access is provided via a round-about on Island Way for traffic control. There is a sidewalk on the west side of Island Way, along the entire frontage of the project. The frontage of the project along Island Way also has a paved shoulder; however, it is not marked with bike lane pavement markings.

Project Traffic:

Trip Generation:

Daily, AM, and PM peak hour trip generation rates were calculated based on the ITE Trip Generation Manual, 10th Edition, (Exhibit 2) for the following sections:

Section 210: Single-Family Detached Housing

The PM Peak had the highest generation, with 68 trips/hour on Martin County roadways.

Trip Distribution and Assignment:

A directional distribution was developed based on a review of land use patterns and existing travel patterns, and existing peak hour directional volumes and growth rates, as provided in the Martin County 2017 Roadway Level of Service Inventory Report. 100% of the trips generated from Bridgewater will access Island Way in the link between the Martin/Palm Beach County line and Jupiter Road. 68 trips during the peak hour results in 5.67% of the level of service capacity of this link; therefore, build-out conditions have been evaluated.

Based on the site location and roadway network, it is anticipated that the trips will be distributed with 80% of all trips traveling South on Island Way and crossing the Martin/Palm Beach County line and not impacting Martin County roadways. The remaining 20% will travel on the northern portion of Island Way between Jupiter Road and Country Club Drive.

The calculations are shown in Exhibit 3 and illustrated in Exhibit 4.

Future Traffic Conditions

Utilizing 68 peak hour trips, with 100% assigned, results in 5.67% of the level of service. As previously mentioned this is very conservative as 80% of this traffic travel south and is not within the Martin county roadway system for more than a few hundred yards; however, please see Exhibit 5 for complete close-out year analysis.

Scheduled Roadway Improvements:

There are no scheduled improvements on any links on which the project has significant impact.

Required Improvements:

None.

Project Phasing:

There is no phasing proposed. Construction of the infrastructure for this project will begin in 2020, and will be complete within 7 years, per Martin County staff report, therefore buildout will be in 2027.

Attachments:

Exhibit 1 – Location Map

Exhibit 2 – Traffic Projections

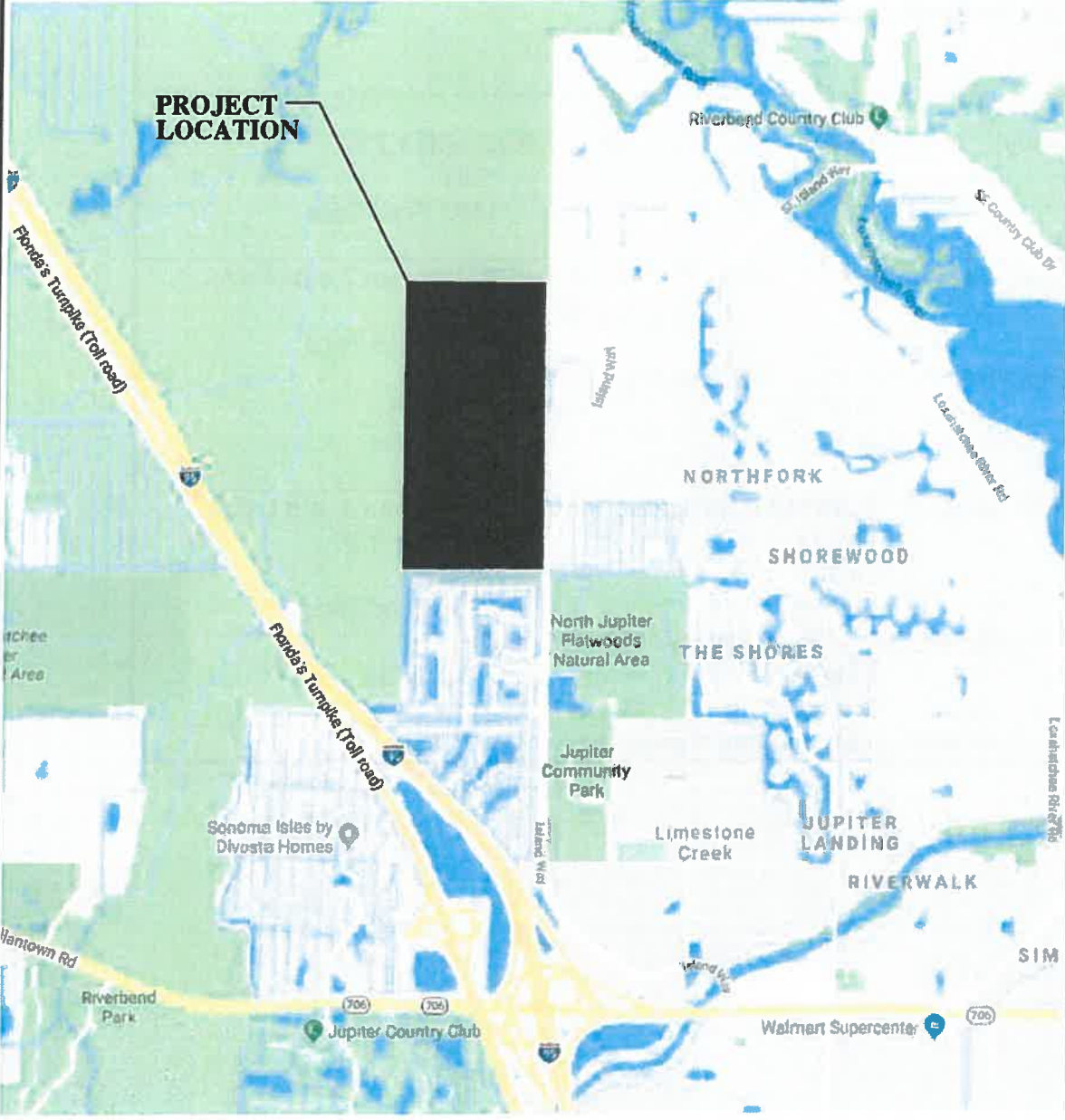
Exhibit 3 – Peak Hour Directional Volume Calculations

Exhibit 4 - Peak Hour Directional Volume Distribution Map

Exhibit 5 – Year 2024 Peak Hour Directional Volume Analysis



J:\L05 - Lucado\LO561 Bridgewater\DWG\LO561 MAPS.dwg, PRINTED BY: denw ON Tue, Jun 12 2018



Developed:	M.C.C.	6-12-18
Drawn:	A.T.	6-12-18
Checked:	M.C.C.	6-12-18
Approved:	M.C.C.	6-12-18
Date:	6-12-18	
Project:	LO561	
File:	LO561 MAPS.dwg	
By:		
Revised:		
Date:		
By:		

CALL 48 HOURS BEFORE YOU DIG

IT'S THE LAW!
1-800-4-A-DIG

The MilCor Group, Inc.
 8525 S. Highway 14, Suite 3067
 Ft. Lauderdale, FL 33324
 PH: (772) 233-8850 Fax: (772) 233-8851
 Web: www.milcorgroup.com
 Certificate of Authorization: 23248



LOCATION MAP

BRIDGEWATER DEVELOPMENT
 MARTIN COUNTY, FLORIDA

EXHIBIT

1

**Exhibit 2
Traffic Projections
Bridgewater Development**

Land Use:	Single-Family Detached Housing	
ITE Code:	210	
Trip Generation per Dwelling Units		
X =	107	
Daily:	Ln(T) =	0.92Ln(X) + 2.71
	Ln(T) =	7.01
	T =	1107 Total Trips
Peak hour of adjacent Street Traffic, one Hour Between 7 and 9 a.m.		
	T =	0.71(X) + 4.80
		81 Total Trips
Directional Distribution: 25% entering & 75% exiting		
	Entering:	20 Trips
	Exiting:	61 Trips
Peak hour of adjacent Street Traffic, one Hour Between 4 and 6 p.m.		
	Ln(T) =	0.96Ln(X) + 0.20
	Ln(T) =	4.69
	T =	108 Total Trips
Directional Distribution: 63% entering & 37% exiting		
	Entering:	68 Trips
	Exiting:	40 Trips
The PM peak generates the highest trip counts.		

Exhibit 3
Bridgewater Development
Peak Hour Directional Volume Distribution
68.0 Vehicle Trips

Project Total Peak Hour Directional Volume =

PM Peak Hour Directional Analysis						
Road	Link	Lanes	Project % Assign	Volume	Service Capacity	Project Impact
1	Palm Beach County to Jupiter Road	2L	100%	68	1200	5.67%
2	Jupiter Road to Country Club Drive	2L	20%	14	750	1.81%
3	South of Palm Beach County line	2L	80%	Not a Martin County Roadway		



PROJECT LOCATION

**A=PROJECT ASSIGNED
V=PROJECT VOLUME
C=SERVICE CAPACITY
I=PROJECT IMPACT**

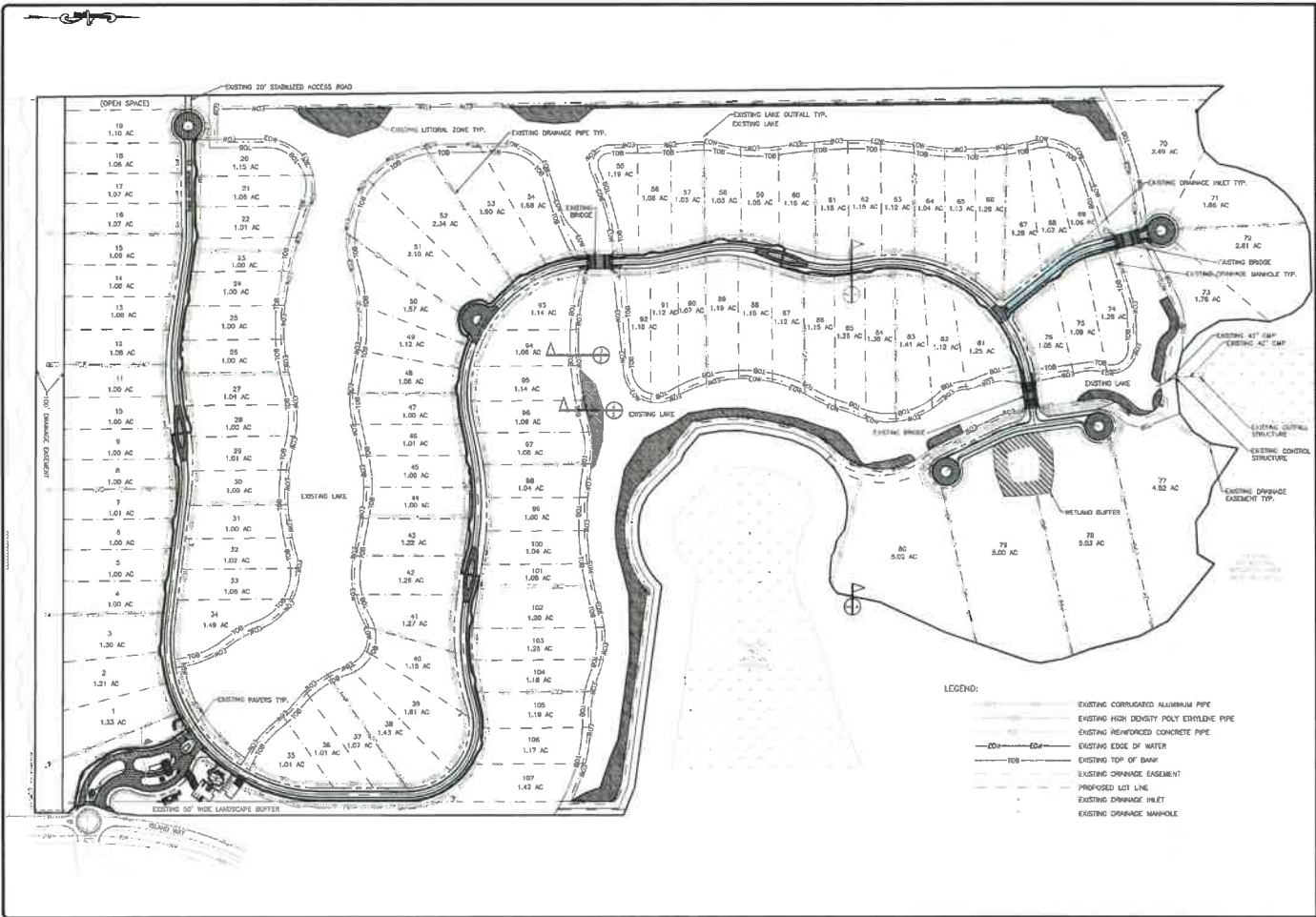
4	TRAFFIC ASSIGNMENT MAP	BRIDGEWATER DEVELOPMENT		MARTIN COUNTY, FLORIDA	
				<p>The MilCor Group, Inc. 6529 S. Hammer Hwy #225, Stuart, Florida 34907 Ph: (772)223-8650 Fax: (772) 223-8851 Web: www.milcorgroup.com Certificate of Authorization: 23248</p>	
CALL 48 HOURS BEFORE YOU DO IT'S THE LAW! 1-888-432-4778 PLEASE MAKE THE CALL OF FUTURE		No Date By		Project: LD501 Date: 8-12-18 Checked: M.C.C. 8-12-18 Approved: M.C.C. 8-12-18 Date: 8-12-18 Project: LD501 File: LD501 MAP.dwg	

Exhibit 5
Peak Hour Directional Volume Distribution
Year 2027 Peak Hour Directional Volume Analysis
10 years

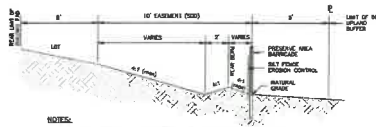
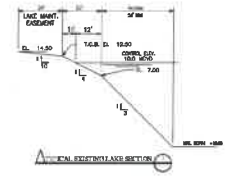
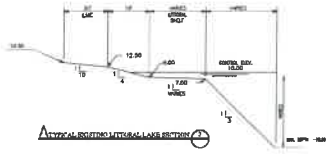
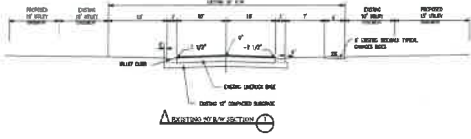
Analysis based on Martin County 2017 Data; therefore, buildout is in

Road	Link	Lanes	PM Peak Hour Directional Analysis					Service Capacity	Project Impact	
			2017 Volume	Growth (2027) Volume	% / Year	Project % Assign	Total 2027 Volume			
Island Way	1	Palm Beach County to Jupiter Road	248	69	2.5	100%	68	385	1200	5.67%

A:\108-Lucas\10801 - Ingoton\10801\10801\Master Planning - Printed By: dmm on Thu, Dec 15 2016



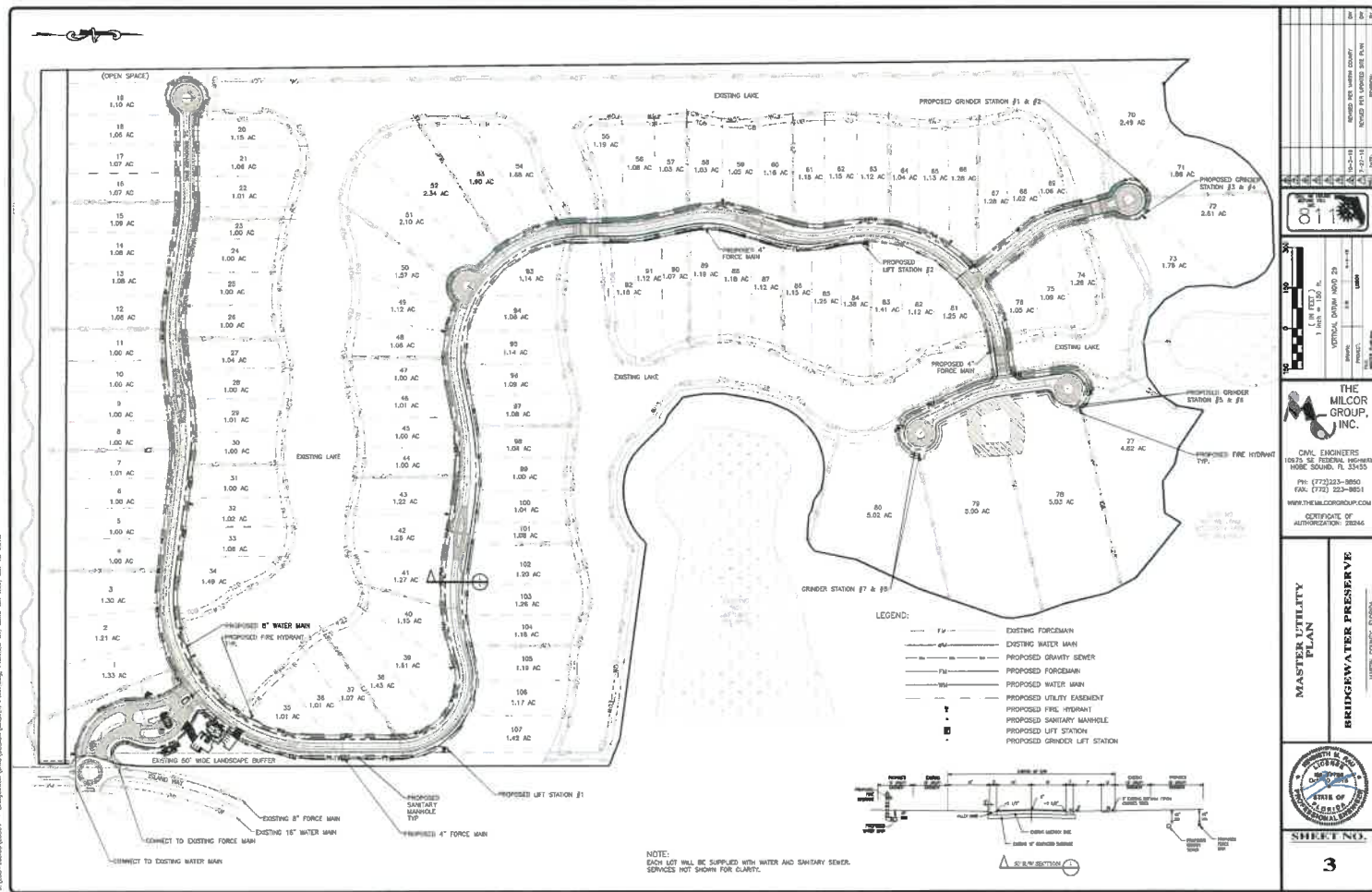
	0' 10' 20' 30' 40' 50' 60' 70' 80' 90' 100'	1" = 100'	1" = 100'	1" = 100'	1" = 100'	1" = 100'
THE MILCOR GROUP, INC. CIVIL ENGINEERS 13975 SE FEDERAL HIGHWAY WOODBRIDGE, FL 34987 PH: (772) 333-8800 FAX: (772) 233-8851 WWW.MILCORGROUP.COM						
MASTER DRAINAGE PLAN BRIDGEWATER PRESERVE						
SHEET NO. 1						



- NOTES:
1. FINISHED GRADE AT EASEMENT LINE / 5' BUILDING OFFSET TO BE A MINIMUM OF 1.0' BELOW FINISH FLOOR ELEVATION.
 2. REAR BERM TO BE 6" ABOVE SWALE BOTTOM.

TYPICAL BRIDGE DECK SECTION

<p>THE MILCOR GROUP, INC. CIVIL ENGINEERS 12979 SE FEDERAL HIGHWAY HOUSTON, TEXAS, TX 77045 PH: (772) 253-8800 FAX: (772) 253-8851 WWW.THEMILCORGROUP.COM</p>	
<p>CERTIFICATE OF AUTHORIZATION: 58246</p>	
<p>MASTER DRAINAGE PLAN SECTIONS AND DETAILS BRIDGEWATER PRESERVE VE</p>	
<p>STATE OF FLORIDA SURVEY COUNTY, FLORIDA</p>	
<p>SHEET NO. 2</p>	



J:\105-106\105001 - Bridgewater\105001\MASTER PLAN.dwg, PRINTED BY: admin CH WPA, Oct 10 2016

DATE: 10/10/16	SCALE: AS SHOWN	PROJECT: BRIDGEWATER PRESERVE
DESIGNED BY: J. W. WILSON	DRAWN BY: J. W. WILSON	CHECKED BY: J. W. WILSON
APPROVED BY: J. W. WILSON	DATE: 10/10/16	PROJECT: BRIDGEWATER PRESERVE
 MILCOR GROUP, INC. CIVIL ENGINEERS 10375 SE FEDERAL HIGHWAY HOUSTON, TX 77055 PH: (772) 223-3890 FAX: (772) 223-3891 WWW.THEMILCORGROUP.COM CERTIFICATE OF AUTHORIZATION: 22864		
MASTER UTILITY PLAN BRIDGEWATER PRESERVE		
SHEET NO. 3		

DISCLOSURE OF INTEREST AFFIDAVIT

BEFORE ME, the undersigned authority, duly authorized to take acknowledgments and administer oaths, personally appeared the undersigned person on the date set forth below, who, first being duly sworn, deposes and says under penalties of perjury:

1. That the record property owner(s) of the Real Property described in **Exhibit "A"** to this Affidavit is (are) as follows:

Name	Address
Bridgewater Ventures, LLC	3801 PGA Boulevard, Suite 903 Palm Beach Gardens, FL 33410

(If more space is needed attach separate sheet)

2. That the following is a list of every natural person and entity with any legal or equitable interest in the property (as defined in Section 10.2.B.3. Land Development Regulations, Martin County Code):

Name	Address	Interest
Seneca Industries, Inc. President: Christopher Cline	3801 PGA Boulevard, Suite 903 Palm Beach Gardens, FL 33410	100%

(If more space is needed attach separate sheet)

3. That the following is a list of those, who have any interest in a contract for sale of the property, or a conveyance of any interest in the property, including but not limited to, real estate brokers and salespersons; and any and all mortgagees of the property:

Name	Address	Interest
Bank of America, N.A.	Document Retention NC-1-001-05-13 One Independence Center 101 N. Tryon Street Charlotte, NC 28255	0%

(If more space is needed attach separate sheet)

4. That the following is a list of all other applications for which the applicant has an interest as defined in subsection b. and c. of Section 10.2.B.3. Land Development Regulations, Martin County Code currently pending before Martin County. The list shall include any development applications, waiver applications, road opening applications, and lien reduction requests.

Application Name and/or Project Number	Names & Addresses of Parties involved	Date	Type of Application	Status of Application *
None				

(If more space is needed attach separate sheet)

- Status defined as:
 A = Approved
 P = Pending
 D = Denied
 W = Withdrawn

This Affidavit is given for the purpose of establishing compliance with the provisions of Section 10.2.B.3 Land Development Regulations; Martin County Code.

FURTHER AFFIANT SAYETH NOT.

AFFIANT

Chris Cline

Christopher Cline, President of Seneca Industries, Inc., Manager of Bridgewater Ventures, LLC

STATE OF Florida
COUNTY OF Palm Beach

The foregoing Disclosure of Interest Affidavit was sworn to, affirmed and subscribed before me this 26th day of June 2018, by Christopher Cline, who is personally known to me or has produced _____ as identification.

Samantha Lea Wright

Notary Public, State of Florida
Print Name: Samantha Lea Wright
My Commission Expires: 08/06/2020

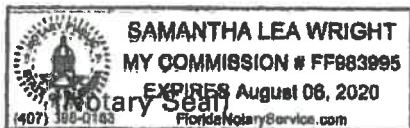


Exhibit "A"
(Disclosure of Interest and Affidavit)
(Legal Description)

**EXHIBIT A
BRIDGEWATER PRESERVE
LEGAL DESCRIPTION**

A PARCEL OF LAND LYING IN THE WEST ONE-HALF OF SECTION 28, TOWNSHIP 40 SOUTH, RANGE 42 EAST, MARTIN COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE WEST ONE-HALF OF SAID SECTION 28; SAID SOUTHEAST CORNER BEING THE SOUTH ONE-QUARTER OF SECTION 28; THENCE NORTH 89°46'29" WEST, ALONG THE SOUTH LINE OF THE WEST ONE-HALF OF SAID SECTION 28, A DISTANCE OF 10.00 FEET FOR A POINT OF BEGINNING;

THENCE CONTINUE NORTH 89°46'29" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 2,583.59 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 28; THENCE NORTH 00°29'03" WEST, ALONG THE WEST LINE OF SAID SECTION 28, A DISTANCE OF 2,642.05 FEET TO THE WEST ONE-QUARTER CORNER OF SAID SECTION 28; THENCE NORTH 00°28'35" WEST, CONTINUING ALONG THE WEST LINE OF SAID SECTION 28, A DISTANCE OF 1,640.69 FEET; THENCE DEPARTING SAID WEST LINE AND ALONG THE FOLLOWING 63 COURSES ALONG THE SOUTHERLY BOUNDARY OF THE LANDS DESCRIBED IN EXHIBIT "B" AND RECORDED IN OFFICIAL RECORDS BOOK 1785, PAGE 546, PUBLIC RECORDS, MARTIN COUNTY, FLORIDA:

THENCE SOUTH 37°44'46" EAST, DEPARTING SAID WEST LINE, A DISTANCE OF 49.59 FEET; THENCE SOUTH 47°09'27" EAST, A DISTANCE OF 81.82 FEET; THENCE NORTH 85°35'58" EAST, A DISTANCE OF 91.47 FEET; THENCE NORTH 70°01'47" EAST, A DISTANCE OF 56.86 FEET; THENCE NORTH 41°50'37" EAST, A DISTANCE OF 69.03 FEET; THENCE NORTH 11°18'54" EAST, A DISTANCE OF 66.31 FEET; THENCE NORTH 20°01'30" EAST, A DISTANCE OF 115.07 FEET; THENCE NORTH 38°35'03" EAST, A DISTANCE OF 82.14 FEET; THENCE NORTH 49°43'52" EAST, A DISTANCE OF 66.41 FEET; THENCE NORTH 57°44'43" EAST, A DISTANCE OF 46.46 FEET; THENCE NORTH 70°11'08" EAST, A DISTANCE OF 60.34 FEET; THENCE NORTH 88°05'53" EAST, A DISTANCE OF 205.91 FEET; THENCE SOUTH 58°35'20" EAST, A DISTANCE OF 61.90 FEET; THENCE SOUTH 37°44'21" EAST, A DISTANCE OF 49.14 FEET; THENCE SOUTH 20°39'11" EAST, A DISTANCE OF 85.21 FEET; THENCE SOUTH 05°55'02" WEST, A DISTANCE OF 82.75 FEET; THENCE SOUTH 03°18'22" EAST, A DISTANCE OF 95.33 FEET; THENCE SOUTH 30°35'45" EAST, A DISTANCE OF 93.33 FEET; THENCE SOUTH 49°51'09" EAST, A DISTANCE OF 88.51 FEET; THENCE SOUTH 76°29'08" EAST, A DISTANCE OF 91.13 FEET; THENCE NORTH 84°05'57" EAST, A DISTANCE OF 131.51 FEET; THEN NORTH 54°10'49" EAST, A DISTANCE OF 81.43 FEET; THENCE NORTH 33°35'53" EAST, A DISTANCE OF 75.94 FEET; THENCE NORTH 10°22'27" EAST, A DISTANCE OF 98.60 FEET; THENCE SOUTH 56°20'59" EAST, A DISTANCE OF 165.15 FEET; THENCE SOUTH 77°01'42" EAST, A DISTANCE OF 63.47 FEET; THENCE SOUTH 55°20'48" EAST, A DISTANCE OF 79.17 FEET; THENCE NORTH 87°08'04" EAST, A DISTANCE OF 117.44 FEET; THENCE NORTH 30°59'21" EAST, A DISTANCE OF 70.13 FEET; THENCE SOUTH 50°59'19" EAST, A DISTANCE OF 265.80 FEET; THENCE SOUTH 28°16'32" EAST, A DISTANCE OF 115.88 FEET; THENCE SOUTH 14°03'34" EAST, A DISTANCE OF 175.32 FEET; THENCE SOUTH 20°00'52" EAST, A DISTANCE OF 111.82

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THENCE SOUTH 00°01'10" WEST, DEPARTING SAID SOUTHERLY BOUNDARY, A DISTANCE OF 1,749.07 FEET TO A POINT ON A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1,230.00 FEET AND WHOSE RADIUS POINT BEARS SOUTH 82°50'11" EAST; SAID POINT ALSO BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF S.E. ISLAND WAY (A 60 FOOT ROAD RIGHT-OF-WAY); THENCE SOUTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 07°01'49", A DISTANCE OF 150.92 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 00°08'00" WEST, CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY, A DISTANCE OF 227.68 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT TRACT "RW" (0.08 ACRES OF ADDITIONAL RIGHT-OF-WAY FOR S.E. ISLAND WAY) AS SHOWN ON THE PLAT OF BRIDGEWATER PRESERVE, RECORDED IN PLAT BOOK 16, PAGE 33, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.

CONTAINING 215.38 ACRES, MORE OR LESS



January 23, 2019

Subject and Location: Bridgewater Preserve PUD Zoning and Revised Master Site Plan (P115-006)
Bridgewater Ventures, LLC requests approval of a revised Major Master Site Plan and PUD Agreement with Deferral of Public Facilities Reservation for the Bridgewater Preserve development. The proposed 107 lots is on an existing developed parcel located on approximately 215 acres of land on the west side of SE Island Way in Jupiter.

Dear Property Owner:

As a landowner within 1,000 feet of the property identified in the legal description and shown on the map attached to this letter, please be advised that the Local Planning Agency and Board of County Commissioners will conduct public hearings on the subject listed above.

The date, time and place of the scheduled hearings are as follows:

Time and Date: LOCAL PLANNING AGENCY
7:00 P.M., or as soon after as the matter may be heard, on
Thursday, February 7, 2019

Time and Date: BOARD OF COUNTY COMMISSIONERS
9:00 A.M., or as soon after as the matter may be heard, on
Tuesday, February 26, 2019

Place: Martin County Administrative Center
2401 S.E. Monterey Road
Stuart, Florida 34996

All interested persons are invited to attend and be heard. Persons with disabilities who need an accommodation in order to participate in this proceeding are entitled, at no cost, to the provision of certain assistance. This does not include transportation to and from the meeting. Please contact the Office of the County Administrator at (772) 221-2360, or in writing to 2401 S.E. Monterey Road, Stuart, FL 34996, no later than three days before the hearing date. Persons using a TDD device, please call 711 Florida Relay Services.

When attending a public hearing, a member of the public may speak during the public comment portion of the public hearing. A person may also participate in the public meeting as an Intervener. An Intervener may ask questions of the staff, applicant and give testimony on the subject of the public hearing. In order to be an Intervener, a person must qualify to receive mailed notice of the subject application in accordance with Section 10.6.E., Land Development Regulations, Martin County Code. In addition, an Intervener must file a form of intent with the County Administrator not less than 7 days prior to the meeting. No fee will be assessed on Intervenor. If the Intervenor is representing a group/association, he/she must file a letter on official letterhead signed by an authorized representative of the group/association, stating that he/she is authorized to speak for the group. Forms are available on the Martin County website www.martin.fl.us.

If any person decides to appeal any decision made with respect to any matter considered at the meetings or hearings of any board, committee, agency, council or advisory group, that person will need a record of the proceedings and, for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record should include the testimony and evidence upon which the appeal is to be based.

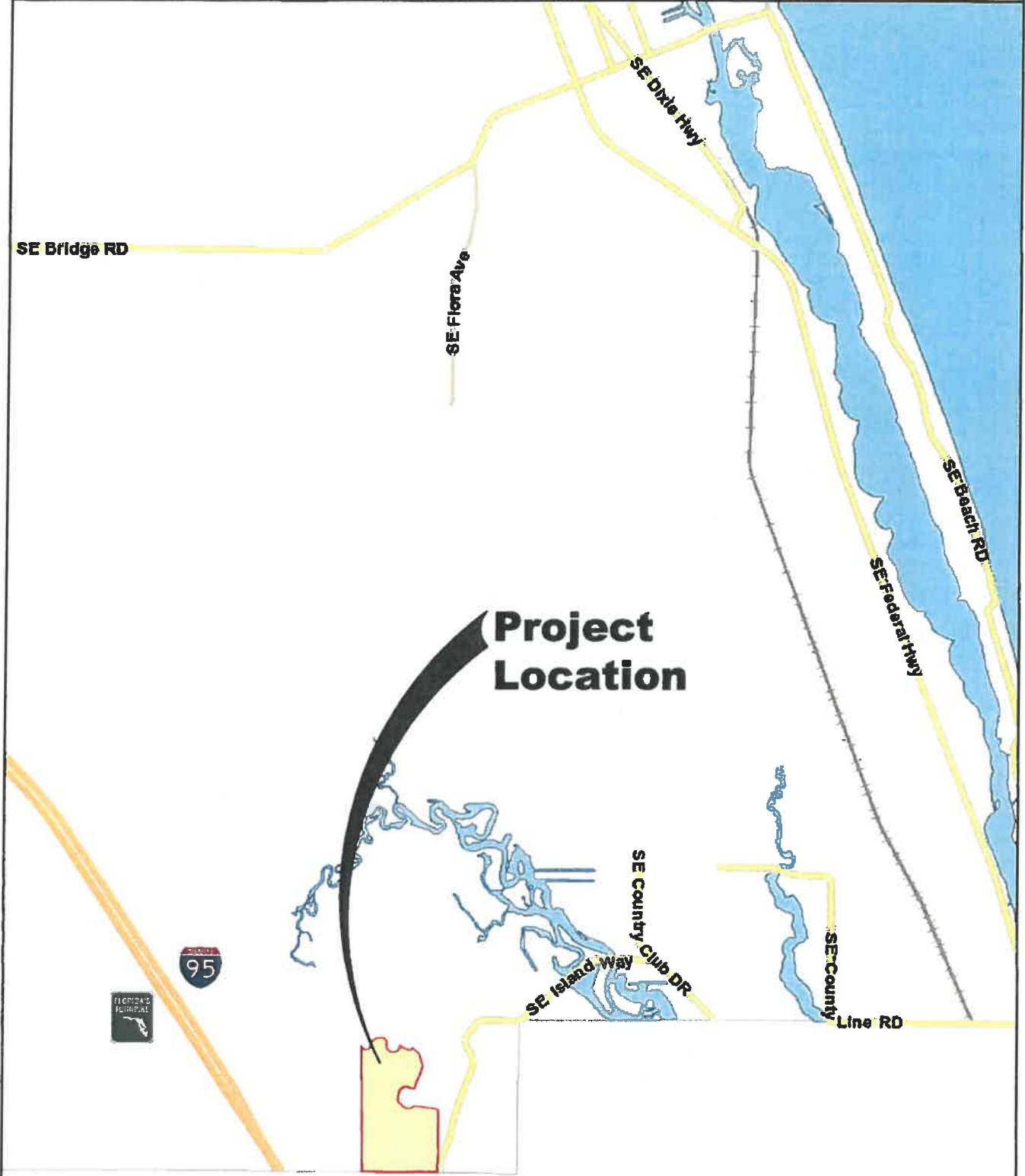
For further information, please call the Growth Management Department at 772-288-5495. All written comments should be sent to Peter Walden, Principal Planner, (e-mail: pwalden@martin.fl.us) or 2401 SE Monterey Road, Stuart, FL 34996. Copies of the item will be available from the Growth Management Department.

Sincerely,

Morris A. Crady, AICP
Senior Vice President

Attachment: Location Map, Legal Description and Master Site Plan

Bridgewater Preserve - Vicinity Map



Monday, September 28, 2015, 5:38:17 PM, Disclaimer: The Geographic Information System map product, received from Martin County, ("COUNTY") is provided "as is" without warranty of any kind, and the COUNTY expressly disclaims all express and implied warranties, including but not limited to the implied warranties of merchantability and fitness for a particular purpose. The COUNTY does not warrant, guarantee, or make any representations regarding the use, or the results of the use, of the information provided to you by the COUNTY in terms of correctness, accuracy, reliability, timeliness or otherwise. The entire risk as to the results and performance of any information obtained from the COUNTY is entirely assumed by the recipient. Please contact the responsible Martin County Department for specific determinations.



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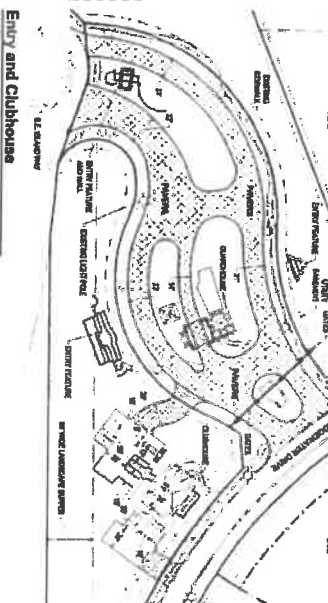
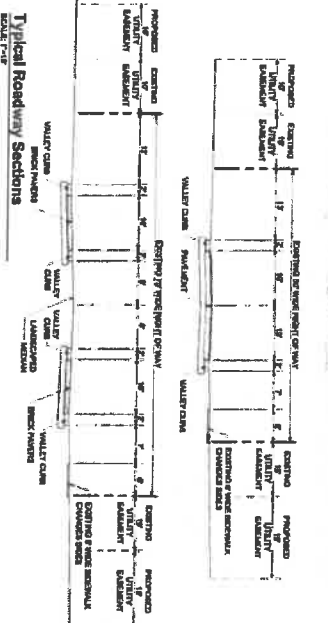
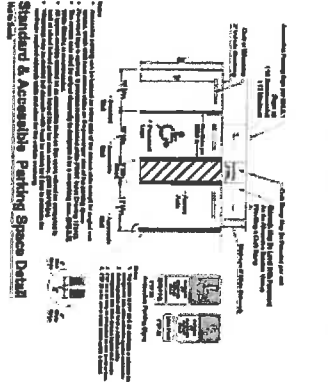
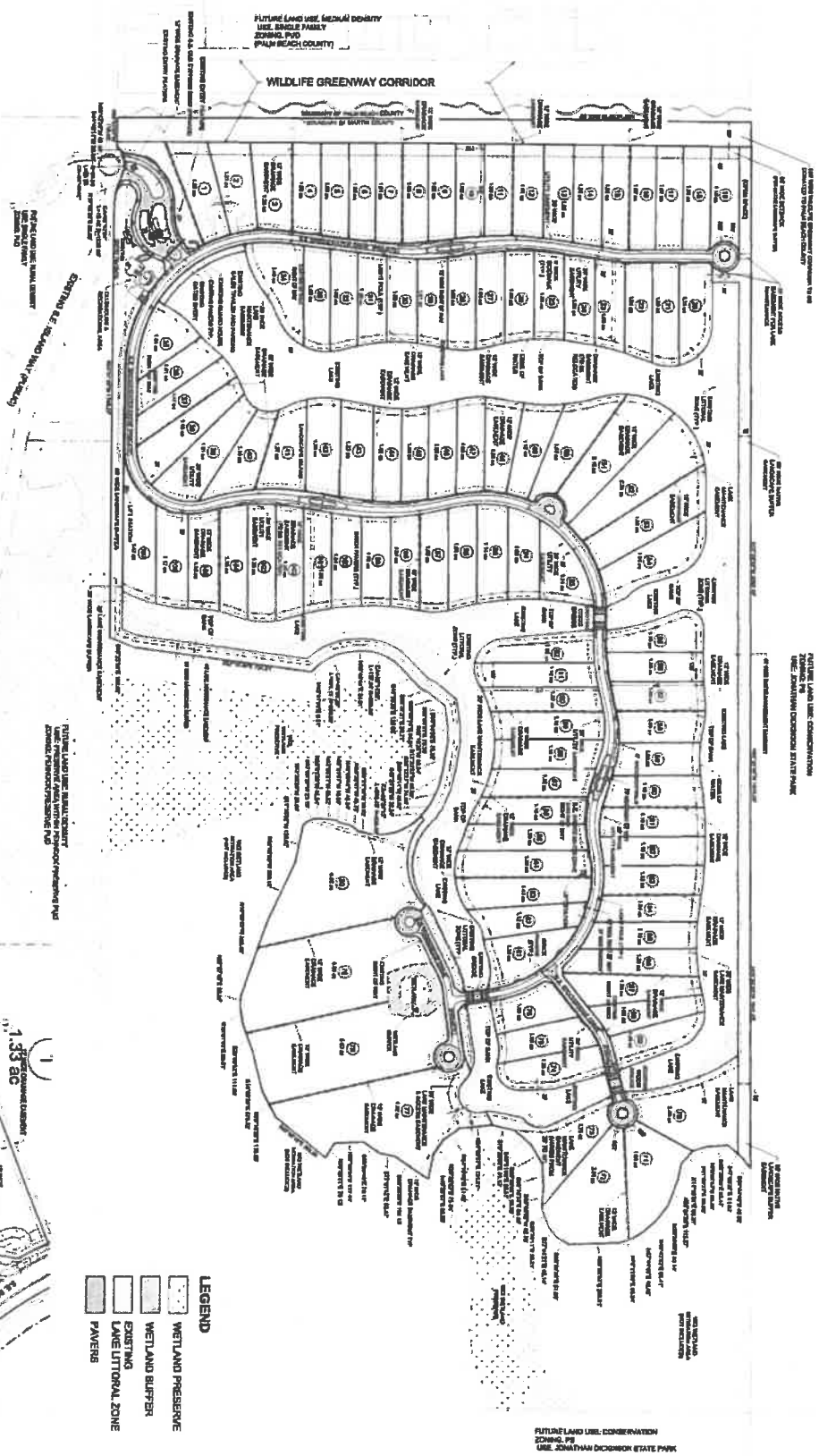
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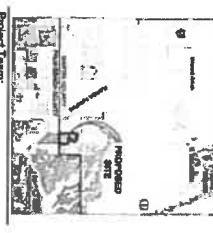
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CONTAINING 215.38 ACRES, MORE OR LESS



Inedo & Associates
 11111 N. 19th Ave., Suite 100
 Phoenix, AZ 85021
 (602) 998-8888
 www.inedo.com



Project Team
 Architect/Planner/Designer
 Inedo & Associates
 11111 N. 19th Ave., Suite 100
 Phoenix, AZ 85021
 (602) 998-8888
 www.inedo.com
 Land Planner / Landscape Architect
 Landmark Planning & Design
 11111 N. 19th Ave., Suite 100
 Phoenix, AZ 85021
 (602) 998-8888
 www.landmarkplanning.com

BRIDGEWATER PRESERVE PUD Master Site Plan
 Maricopa County, Florida

Drawn By: Darciegan
 11/23/2011, 8:11 AM - 11/23/2011, 8:11 AM

Scale: 1" = 200'

North Arrow

2 of 2

11/23/2011, 8:11 AM

Martin County Commissioners
Advertiser: 2214183
Agency: N/A
Section-Page-Zone(s): N/A
Description: 1 Col x 134 ag
N/A

Ad Number: 2214183
Insertion Number: N/A
Size: 1 Col x 134 ag
Color Type: N/A

The Stuart News
THURSDAY, JANUARY 24, 2019

Public Notices

Ordinances will hold public hearing on proposed Ordinance...

Notice of Public Hearings
Subject: Interim Mayor...

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Public Notices

Notice of Public Hearings
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Services Offered
Local Ads Where local meets classifieds
Place your ad now! Call 877-247-2401

Grid of classified ads for various services including: Adult Care, Carpentry, Cleaning, Electrical, Home Care, Painting, Roofing, etc.

lucido associates

RECEIVED

AUG 16 2018

GROWTH MANAGEMENT
DEPARTMENT

**TRANSMITTAL
(VIA HAND DELIVERY)**

Date:	August 15, 2018		
To:	Peter Walden Martin County Growth Management Dept.		
From:	Morris A. Crady		
Subject:	Bridgewater Preserve PUD Rezoning & Master Plan Application (P115-006)	Project No.	16-615

Pursuant to Article 10.6.B of the Development Review Procedures, attached is the certification regarding the posting of the sign for your records.

Doug Fitzwater
220 Hibiscus Avenue
Stuart, FL 34996

Ms. Shirley Lyders
Lucido & Associates
701 SE Ocean Blvd.
Stuart, FL 34994

Notice of Rezoning & Proposed Development
Bridgewater Preserve PUD
File Number: P115-006

Dear Ms. Lyders:

This is to certify that the above referenced sign was installed per Martin County requirements and comply with the standards of the notice provisions of Article 10, Section 10.6: Development Review Procedures.



Doug Fitzwater

State of Florida
County of Martin

Doug Fitzwater, who is personally known to me, acknowledged the foregoing instrument before me on August 14, 2018.


Notary Public, State of Florida





**NOTICE
REZONING & PROPOSED DEVELOPMENT
BRIDGEWATER PRESERVE PUD**

**DATE, TIME AND PLACE OF HEARING(S) AND
OTHER INFORMATION AVAILABLE FROM
MARTIN COUNTY GROWTH MANAGEMENT DEPARTMENT
CALL 772-288-5495**

FILE NUMBER P115-006

BCC MEETING DATE: February 26, 2019
AGENDA ITEM: PHQJ-2

**MARTIN COUNTY, FLORIDA
SUPPLEMENTAL MEMORANDUM**

TO: Honorable Members of the Board of County Commissioners
DATE: February 18, 2019

VIA: Taryn Kryzda
County Administrator

FROM: Peter Walden
Principal Planner

REF: 19-0293

SUBJECT: **REQUEST FOR APPROVAL OF A PUD ZONING AGREEMENT AND
MASTER SITE PLAN FOR BRIDGEWATER PRESERVE (P115-006)**

Attached are a copy of the LPA minutes from February 7, 2019 and the PUD Zoning Agreement.

Reviewed by County Attorney's Office

Please Note: – This document may be reproduced upon request in an alternative format by contacting the Martin County ADA Coordinator at (772) 320-3131, the County Administration Office (772) 288-5400, Florida Relay 711, or by completing our accessibility feedback form at www.martin.fl.us/accessibility-feedback.

LOCAL PLANNING AGENCY MEETING
Martin County Commissioner Chambers
2401 S.E. Monterey Road
Stuart, Florida 34996

MEETING MINUTES- February 7, 2019

Present:

Chairman	Jim Moir
Vice Chairman.....	Scott Watson
Agency Members	William J. Flanagan
.....	Don Foley, III
.....	Cindy Hall
School Board Liaison	Kimberly Everman

Staff Present:

Growth Management Department:

Director	Nicki van Vonno
Acting County Attorney ..	Krista Storey
Deputy Director, Development Review Division.....	Paul Schilling
Principal Planner	Peter Walden
Agency Recorder.....	Mary Holleran

1. CALL TO ORDER

The meeting was called to order at 7:02 pm by Jim Moir, Chairman. A quorum was noted.

2. CONSENT AGENDA

A. Approval of Consent Agenda/Minutes of January 17, 2019

* **MOTION – MOVED** by Ms. Hall to approve the Consent Agenda and Minutes of the LPA meeting of January 17, 2019

****SECONDED** by Mr. Watson **Carried UNANIMOUSLY**

3. UNFINISHED BUSINESS

A. Public Hearings

1. Treasure Coast Classical Academy (D054-005) (Quasi-Judicial) – Request for approval of a Major Final Site Plan for the development of a two-story 65,000 square foot educational institutional with associated infrastructure 14.22 acres located at 1400 SE Cove Road on the south side of SE Cove Road approximately 1.3 miles east of SW Kanner Highway in Stuart.

Local Planning Agency Meeting- Minutes –February 7, 2019

Included is a request for a Certificate of Public Facilities reservation.

Requested by: Ella Taylor, Medalist Building Group, LLC

Presented by: Catherine Riiska, M.S., P.W.S., Principal Planner, Growth Management Dept.

- *** Ex Parte Communication Disclosures – None since the last meeting
- *** Interveners – None
- *** Return Receipts were provided by the applicant
- *** All individuals wishing to speak on this request were sworn in (S/I)
- *** Letter from the Applicant requesting a Continuation

Mr. Moir referred to the applicant’s letter and Ms. Storey advised of the applicant’s request for a continuation (letter displayed) to the LPA meeting of March 7, 2019.

Public Comments:

Mr. Jerry Klein, a resident of the Summerfield Community, located on Cove Road, addressed the job of the LPA which he believed was to assess whether the site of the proposed school (TCCA) was appropriate and how the location affects the community. His main concern was traffic between 7 am and 9 am, with TCCA adding some 600+ cars in-coming and out-going, East to West (or reverse) all on the 2-lanes of Cove Road. He spoke of the difficulty for right-turn lanes because of the location of homes close to the site, and the nightmare of the traffic light at Atlantic Ridge and ongoing traffic going to I-95 in the morning. The school is in the wrong location, and it can’t handle the traffic. He will speak at the next LPA meeting when this request will be heard again.

Steve Martinez, resident at 1500 SE Cove Road, agreed with Mr. Klein’s comments about the traffic, and said his property is in direct contact with the school’s location, dirt from construction puts his property right in their path, and will add to his current health and disability issues. He commented on smells from a septic system, noise and pollution from hundreds of cars on the two lane road, and the need for a privacy wall.

* **MOTION – MOVED** by Mr. Foley to approve the Treasure Coast Classical Academy’s request to continue this application to the LPA meeting of March 7, 2019.

** **SECONDED** by Mr. Flanagan **CARRIED – UNANIMOUSLY**

4. NEW BUSINESS

A. Public Hearings

1. Bridgewater PUD (P115-006) Quasi-Judicial) – Request for PUD Zoning and Master Site approval for a 107 lot residential development on an approximate 215 acre parcel previously developed as a 36-lot AG-Ranchette subdivision located on the west side of SE Island Way adjacent to the Palm Beach County Line.

Requested by: Morris A. Crady, AICP, Lucido and Associates, Sr. Vice President

Presented by: Peter Walden, Principal Planner, Growth Management Department

- *** Ex Parte Communication Disclosures – None
- *** Interveners – None

Local Planning Agency Meeting- Minutes –February 7, 2019

- *** Mr. Walden provided a copy of Staff Report and Agenda Materials, and a copy of his resume and professional experience
- *** Return Receipts were provided by the applicant
- *** All individuals wishing to speak on this request were sworn in (S/I)

Mr. Walden, (S/I), reviewed the application requesting a revised Master Site Plan approval and a PUD Agreement for an increase of lots from 36 to 107 on 215 acres. Also included is a deferral of Public Facilities Reservation. Mr. Walden displayed the Location Map with the original 36 lots, and said that no lots have been sold and no homes constructed.

An Aerial of the Subject Site with Future Land Use, the Jonathan Dickinson State Park, Wildlife Greenway Corridor Preserve areas, and the Palm Beach County Line were displayed with other adjacent properties. The original plans called for wells and septic tanks to provide water and sewage treatment. On July 25, 2017 the BoCC adopted a future land use amendment (CPA 17-3) that changed the future land use designation from Agricultural Ranchette to Rural Density on the Bridgewater property and also approved changing the zoning district designation to RE-2A, Rural Estate District in conjunction with the land use. (Resolution 17-7.22). The BoCC also adopted Ordinance 1025 on 7-25-17 regarding CGMP Amendment 17-4, adding language to Comprehensive Plan Policy 4.7.A.3.(5) “*Exceptions to location in the Primary Service District*” (Staff report pg. 2/12 read into the record) allowing the same language to amend Policy 10.1A.8(3) for the project’s connection to water and sewer service from the PUSD.

The new Master Plan layout shows 107 lots being rezoned to 1 u/p/a consistent with the Rural Density Land use designation. Public benefits will be provided by the applicant, including a contribution for construction of the South County Fire Station and construction of a missing link of sidewalk at SE Island Way and the Palm Beach County Line.

Mr. Walden indicated the application meets the threshold requirements for processing as a Major Development Master Final Site Plan and is in compliance with the Goals, Policies and Objectives of the Martin County CGMP, Land Development Regulations and staff recommends approval.

LPA Questions: None

The Applicant:

Mr. Crady reviewed the history of the property, road construction, updating the map and the County allowing Rural Density on the property, and the 36 lot split to 107. He provided a Power Point presentation that included Benefits provided to the County -- connection to the PUSD, \$60,575 for the public sidewalk connection, \$50,000 contribution for the South County Fire Station improvements, a 50 ft. Native Buffer adjacent to the Wildlife Corridor.

There are no environmental impacts, the increased residential capacity provides a significant increase in the Martin County tax base with minimal impact to Martin County facilities and services. Mr. Crady agreed with staff’s presentation and recommendation of approval.

LPA Comment/Questions

Mr. Flanagan appreciated the Wildlife Corridor Crossing benefit, he recalled Island Way being a challenge for school buses with an issue about development to the East and around the circle, and he looked to Ms. Everman for some history. He also addressed safety concerns.

Ms. Everman said there was no school bus pick-up at Island Way from the previous submission and they would have to see the Final Site Plan, that 107 homes would have a higher rate of students than the previous 36 homes. There was also some discussion that the school pick-up might involve Jupiter or Tequesta.

Mr. Crady discussed a contribution previously made from the Pennock Point project for a bus stop and believed there was no demand for one. If there is a demand, there would need to be an agreement from the School Board.

Mr. Moir was concerned that this development line is just outside the Secondary Urban Service Boundary (SUSD) and increases the density by two-thirds outside the SUSD, and is not even in it. We are justifying increased densities across the County Line and Boundary lines, which is a great concern and discussion needs to be continued.

Mr. Crady commented on the provision in the CGMP that allows rural density outside the Primary and Secondary USDs.

Ms. Hall recalled their previous debate on this project concerned the wells and septic system and the benefits of keeping them off septic and wells, and she favored moving this forward as presented.

Public Comments: - None

* **MOTION – MOVED** by Ms. Hall to accept staff’s recommendation of approval for the PUD Zoning and Master Site Plan approval for the Bridgewater PUD.

****SECONDED** – by Mr. Watson **OPPOSED** – Mr. Moir **CARRIED – 4-1.**

B. Requests and Presentations

1. Workshop regarding Repeal and Replacement of Article 10, Land Development Regulations

Requested by: Nicki van Vonno, AICP, Growth Management Department Director

Presented by: Nicki van Vonno, AICP, Growth Management Department Director

Ms. van Vonno provided background information on the BoCC’s request to staff regarding Article 10, the Chapter of the County’s LDRs, detailing the procedures for the review of development applications, and said it is a challenging work in-progress.

While it has been modified extensively over the years, Article 10 has retained its original format, a format that does not follow the flow of the development review process, and through layering revisions over the years, it has become cumbersome. It contains redundant language. It has missing definitions of terms that are used frequently, and some that are never used. We must comply with the CGMP and changes in State Statute requiring some provisions to be updated.

Staff’s review is intended to update and streamline the process, look at some substantive changes to the thresholds of the development application process and post approval process, and provide a complete reorganization of the Chapter. There are no changes to the development review process. A new section has been added to address Construction and Completion Requirements, several exceptions are added to address projects in CRA areas, or the redevelopment of existing developments. In the Matrix Section of Staff Report, Ms. van Vonno referred to language “prior to the date of March 25, 1980” which should have been removed.

Tonight's workshop is to elicit comments from the LPA, review staff comments and address incorrect references. Ms. van Vonno thanked Joan Seaman for her hard work in helping to provide the information for review tonight. This item will be coming back to the LPA for further review.

LPA Comments/Questions:

Mr. Watson: Would like to have more time to review the material prior to his comments.

Mr. Moir: Asked for clarification on 10.1.E.2, New Provisions. Ms. van Vonno provided an explanation on significant changes.

Mr. Moir referred to Sec. 10.4. Functions of the LPA. He saw this task of the LPA deleted and changed significantly and spoke of the LPA providing awareness to the public with an opportunity to review Master Site Plans and seek public input.

Ms. van Vonno explained the significant and minor editing of language changes within the Matrix, including information on the past approval process and the need to reduce redundancy, the time-frame issues that repeat steps already taken, resubmittal of fees, and the many changes that impact the approval process. The post approval process was thoroughly reviewed, and significant changes to eliminate the number of rounds in the review process intended to get through the process sooner for the applicant.

Mr. Moir agreed the new version and Matrix made sense and he looks forward to recommendations and more interest from the public. He was concerned streamlining the review of projects can become gamed/taken advantage of by the applicant. Ms. van Vonn hoped to avoid that and said they expect everyone to demonstrate complete compliance.

Ms. van Vonno indicated that staff would continue to work on clarity and how this gets presented and reviewed at the next presentation, which will be coming back to the LPA most likely in April. Paul Schilling, Deputy Director, Development Review Division and Peter Walden, Principal Planner was available to answer questions and address any comments.

Mr. Moir added that at today's presentation he received information on the planning process of some items that was not previously available, and he appreciated that clarity of the entire process that will soon be forthcoming.

5. COMMENTS

a. Public – Mr. Robert Raynes believed this was a good start, there were items he agreed on such as the post approval process, eliminating resubmittals and the expense involved and that after review he will be providing comments. He applauded staff's efforts.

b. Staff – Ms. van Vonno indicated the next LPA meeting is scheduled for February 21, 2019. There are two major applications and a major PUD scheduled for the LPA meeting of March 7, 2019. A large public attendance is anticipated at that meeting.

c. Members – Mr. Foley and Ms. Hall will not be available for the March 7, 2019 meeting. Staff was acknowledged for their effort and hard work that went into preparation for the Article 10 Workshop.

6. ADJOURN

There was no further business. The meeting was adjourned at 8:20 pm.

Recorded and Prepared by:

Approved by:

Mary F. Holleran, Agency Recorder

Jim Moir, Chairman

Date

This Instrument Prepared By:

Robert S. Raynes, Jr., Esquire
Gunster, Yoakley & Stewart, P.A.
800 SE Monterey Commons Blvd., Suite 200
Stuart, Florida 34996
(772) 288-1980

[blank space above line reserved for recording data]

BRIDGEWATER PRESERVE

RESIDENTIAL PLANNED UNIT DEVELOPMENT ZONING AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between, BRIDGEWATER VENTURES, LLC, a Florida 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 in **Exhibit A**, attached hereto and made a part hereof; and

WHEREAS, it is the desire of OWNER to develop (in accordance with development plans, as the same may be revised from time to time) a Residential Planned Unit Development (hereinafter sometimes referred to as PUD) to be known as Bridgewater Preserve consisting of common areas, sewage, irrigation and water treatment lines and appurtenances thereto, recreational facilities, private streets and parking facilities, street lighting and a private residential subdivision not to exceed an aggregate sum of 107 residential housing units together with accessory buildings and other related improvements and facilities; and

WHEREAS, Bridgewater Preserve Homeowners Association, Inc., a Florida not-for-profit corporation, will be formed to provide for the maintenance of the roads, streets, rights-of-way, and common areas within Bridgewater Preserve (hereinafter the ASSOCIATION); and

WHEREAS, this type of consolidated development is permitted in Martin County subject to a PUD 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, 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 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 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 Agreement, the approved master site plan, final site plans, and the subdivision plat(s).

4. COMMON AREAS, COVENANTS, CONDITIONS AND RESTRICTIONS

- 4.1 The OWNER shall create a Declaration of Covenants, Conditions and Restrictions for Bridgewater Preserve (hereinafter the Covenants and Restrictions), which shall be submitted as part of the application for the first final site plan approval. A copy of the Covenants and Restrictions shall be included as an exhibit to the development order for the first final site plan.
- 4.2 It shall be deemed a breach of this Agreement for any land to be conveyed by the OWNER by an instrument which does not contain the Covenants and Restrictions or incorporate them by reference thereto. 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 common areas, may require dedication of common open areas, utilities or road rights-of-way to the public as are deemed necessary.

- 4.3 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 master and final site plans 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 the sending 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 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 the COUNTY may allow, then the COUNTY, in order to preserve the taxable values of the real property within the Planned Unit Development 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 when followed in accordance with the above procedures shall not be deemed a trespass. 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.

- 4.4 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 plans, and subdivision plats.

6. CHANGE OR AMENDMENT

There shall at all times be a strict adherence to the provisions of the Agreement and the approved master and final site plans. Any change or amendment to the Agreement and/or the approved master site plan, final site plans, and subdivision plats shall only be made in accordance with Section 10.14, Changes and Amendments to Approved Development Orders of Article 10, Development Review Procedures of the Martin County Land Development Regulations.

7. BREACH OF AGREEMENT

7.1 Development of Bridgewater Preserve shall at all times be in compliance with the PUD Agreement and the approved master site plan, final site plans, and subdivision plats (hereinafter sometimes referred to as 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 10.8, Suspension of Development Orders for Failure to Comply, of Article 10, Development Review Procedures, of the Martin County Land Development Regulations.

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 10.8, Suspension of Development Orders for Failure to Comply with Article 10, Development Review Procedures of the Martin County Land Development Regulations.

7.3 In addition, pursuant to the provisions of Section 10.5.C., Termination of PUD Development Approval of Article 10, Development Review Procedures of the Martin County Land Development Regulations, at such time as the Board of County Commissioners becomes aware of a possible breach of the PUD Agreement, the Board may schedule a public hearing on reconsideration of the development approval and its possible termination. In the event that the Board determines that a breach of the PUD Agreement has occurred and voids the development order, the Board may initiate an amendment to the Comprehensive Growth Management Plan to cause the property to revert to its immediately pre-existing future land use designation or the most appropriate designation and rezone the property to a consistent zoning district. Following the termination of the PUD Agreement, all further COUNTY permitting associated with the voided approval shall cease.

7.4 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 Agreement.

8. JURISDICTION

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

9. SUCCESSORS AND ASSIGNS

This 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 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; (iii) mailed by registered or certified mail (postage prepaid), return receipt requested; or (iv) mailed by regular U.S. mail. For purposes of notice, the addressees are as follows:

OWNER: Bridgewater Ventures, LLC
3801 PGA Boulevard
Suite 903
Palm Beach Gardens, FL 33410

with required copy to:

Robert S. Raynes, Jr., Esq.
Gunster
800 SE Monterey Commons Blvd.
Suite 200
Stuart, FL 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; or on the second business day after the date of mailing by regular U.S. mail. 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 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 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 Agreement, or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable for the remainder of this 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 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 any future amendments to such laws, ordinances, codes or regulations.

IN WITNESS WHEREOF, the parties hereto have executed these presents on the dates indicated below. The date of this Agreement shall be the date on which this Agreement was approved by the Board of County Commissioners.

WITNESSES:

OWNER

BRIDGEWATER VENTURES, LLC, a Florida limited liability company

Name: _____

By: _____
_____, _____

Name: _____

3801 PGA Boulevard, Suite 903
Palm Beach Gardens, FL 33410

STATE OF _____
COUNTY OF _____

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared _____, _____ of Bridgewater Ventures, LLC, a Florida limited liability company, on behalf of the company, to me known to be the person described herein and who executed the foregoing instrument and acknowledged before me that he executed same.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 2019.

(NOTARIAL STAMP)

Notary Public
My commission expires:

ATTEST:

Carolyn Timmann
Clerk of the Circuit Court and Comptroller

(COMMISSION SEAL)

COUNTY
BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

By:

Edward V. Ciampi, Chairman

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Krista A. Storey
Acting County Attorney

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 that Residential Planned Unit Development Zoning Agreement dated the _____ day of _____, 2019, by and between Bridgewater Ventures, LLC, a Florida limited liability company and Martin County, is in the ownership of Bridgewater Ventures, LLC, a Florida limited liability company.

Dated this ____ day of _____, 2019.

By: _____
Robert S. Raynes, Esquire
Gunster, Yoakley & Stewart, P.A.
800 SE Monterey Commons Boulevard,
Suite 200
Stuart, Florida 34996
Florida Bar No.: 124672

EXHIBIT C

UNIFIED CONTROL

The undersigned, being the OWNER of the property described in Exhibit A, to the Residential Planned Unit Development Zoning Agreement (PUD(r) Agreement), dated the _____ day of _____, 2019, between BRIDGEWATER VENTURES, LLC, a Florida limited liability company and MARTIN 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(r) Agreement.

In addition, the following conveyances shall be permitted:

1. If the PUD(r) 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(r) 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 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.

WITNESSES:

OWNER

BRIDGEWATER VENTURES, LLC, a Florida limited liability company

Name: _____

By: _____

Name: _____

3801 PGA Boulevard, Suite 903
Palm Beach Gardens, FL 33410

STATE OF _____
COUNTY OF _____

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared _____, _____ of Bridgewater Ventures, LLC, a Florida limited liability company, on behalf of the company, to me known to be the person described herein and who executed the foregoing instrument and acknowledged before me that he executed same.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 2019.

(NOTARIAL STAMP)

Notary Public
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. This development shall be constructed in accordance with this timetable of development. This development shall be constructed in one phase in accordance with the attached Master Site Plan, attached as Exhibit D.

- B. Final site plan approval and Plat (Re-Plat) approval must be obtained by no later than December 31, 2022.

- C. Completion of all infrastructure improvements must be completed by no later than December 31, 2023.

EXHIBIT F

SPECIAL CONDITIONS

1. ADDITIONAL REQUIREMENTS

The Bridgewater Preserve PUD shall comply with all requirements of the Martin County Comprehensive Growth Management Plan. Unless specifically provided for within this PUD Agreement or set forth on the master site plan, the Bridgewater Preserve PUD shall comply with all requirements of the General Ordinances and Land Development Regulations of the Martin County Code.

2. 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 Bridgewater Preserve 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 to be submitted with final site plan application. The Maintenance Plan will provide that the 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. FIRE PROTECTION

All structures that 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 13D, Standard for the installation of Sprinkler System in One and Two Family Dwellings and Manufactured Homes. 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.

4. HAULING OF FILL

The OWNER agrees not to haul any fill off of the site of the Bridgewater Preserve PUD and to coordinate with the County Engineer the routes and timing of any fill to be hauled to the site of this project. The OWNER shall also comply with all COUNTY excavation and fill regulations.

Lake littoral zones and upland buffers shall be maintained in accordance with a Preserve Area Management Plan approved by COUNTY.

5. IRRIGATION

Irrigation water for the entire PUD will be supplied by wells pursuant to the existing water use allocation from South Florida Water Management District for groundwater withdrawals in accordance with all applicable regulations.

6. PRESERVE AREAS

Preserve Areas shall be maintained in accordance with the approved Preserve Area Management Plan recorded in Official Records Book 02126, Page 0798, of the public records of Martin County, Florida.

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 Bridgewater Preserve PUD.

8. SOIL EROSION AND SEDIMENTATION

Site clearing and vegetation removal shall be phased in accordance with the approved final site plan. Construction practices such as seeding, wetting, and mulching which minimize airborne dust and particulate emission generated by construction activity shall be undertaken within thirty (30) days of completion of clearing work. The slopes of constructed lakes from the top of the bank to the control water elevation (landward edge of littoral zone) shall be immediately stabilized and/or sodded to the satisfaction of the Public Works Department upon completion of the lake construction.

9. 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.

10. 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.

11. TIME SHARING OR INTERVAL OWNERSHIP PROHIBITED

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

12. PUBLIC BENEFITS

- A. OWNER shall contribute the sum of Sixty Thousand Five Hundred Seventy-Five Dollars (\$60,575.00) to COUNTY, as a contribution for the construction of the missing sidewalk link along SW Island Way, within sixty (60) days of final site plan approval or prior to the commencement of construction, whichever first occurs.
- B. OWNER shall contribute the sum of Fifty Thousand Dollars (\$50,000.00) to COUNTY for use in the construction and/remodeling of the South County fire station within sixty (60) days of final site plan approval or prior to the commencement of construction, whichever first occurs.

13. USES AND DEVELOPMENT STANDARDS

- A. Except as provided for within this PUD Agreement or as set forth on the master site plan, the requirements of Article 3, Land Development Regulations, Martin County Code, and specifically the RE-2A zoning district shall apply to the development of the Bridgewater Preserve PUD, which has a Rural Density Land Use Designation.

14. WATER/WASTEWATER

Potable water service for this project will be provided by way of a service agreement with the Town of Jupiter, Florida and wastewater services for this project shall be provided by way of a service agreement with the Loxahatchee Environmental Control District. OWNER shall provide an executed copy of an agreement for such service within 60 days of final site plan approval. For water conservation, OWNER shall individually meter each unit and/or supporting structure.

15. TERMINATION OF BRIDGEWATER PRESERVE FINAL SITE PLAN APPROVAL:

A final site plan for Bridgewater Preserve which consists of a platted 36-lot single-family subdivision was approved on February 2, 2006, by Resolution Number: 06-2.2, recorded in Official Records Book 2126, Page 798, and amended by an Administrative Amendment, dated May 11, 2007, and recorded in Official Records Book 2263, Page 1979, both of the public records of Martin County, Florida (the "Development Orders"). A condition of approval for the final site plan for Bridgewater Preserve PUD shall be the termination of the Development Orders.

PHQJ-2

Peter W. Walden

3712 SW Woodbriar Lane, Palm City, Fl. 34990 • pwalden@martin.fl.us

COUNTY
EXHIBIT # 2

Experience

Principal Planner, Martin County, FL

2018- present

- Development application and land development regulation review.
- Project coordinator.

Senior Planner, Martin County, FL.

2015- 2018

- **Development Review:** Project coordinator for development and zoning applications.
- Provide review of development applications for consistency with the Comprehensive Growth Management Plan and the Land Development Regulations.

Development Compliance Planner, City of Palm Beach Gardens, Palm Beach Gardens, FL.

2014- 2015

- **Development Review:** Review development and permit applications for compliance with land development code. Monitor development construction for compliance with development orders and environmental compliance. Provide related documents; draft time extensions, build out determinations, administrative amendments.

Zoning Compliance, Village of North Palm Beach, NPB, FL.

2012- 2014

- **Plan Review:** Member of the DRC, participate in all development review, focus on zoning regulations and land development policy and compliance. Review building permits for code compliance. Prepare and present projects to the Planning Commission, and maintain all corresponding files.
- **Building Department:** fully trained permit technician, assist permit techs with code questions, record searches, and customer service, assist building official with zoning compliance issues
- **Grant Committee:** Prepare, review and present grants to the Business Grant Committee.

Sales Associate, The Home Depot, Jupiter, FL

2010-2012

- Worked as a Sales Associate while attending FAU.

Landscape Design Manager, Ginn Company, Celebration, FL.

2004-2008

- Part of a development team responsible for managing the construction and maintenance of Resort Communities.
- Projects included: golf courses, land development and earthwork, utilities and irrigation, streetscapes, mitigation projects and wetland construction, parks, Clubhouses, and PGA Tour events in the southeast and the Bahamas.
- Worked with project managers and consultants on development compliance with SFWMD, DEP, Army Corp of Engineers, and local municipalities.

Education & Certifications

Florida Atlantic University, Boca Raton, FL (GPA 3.8)

B.P.M. Bachelor of Public Management (Administration), minor in Geography, May 2012

Course work in; Urban Planning, GIS, Emergency Management, Program Evaluation, Transportation

Indian River State College, Stuart, FL (GPA: 3.75)

A.A, Environmental Science, May 2010

Government Internship, Town of Jupiter, Fl. May-August 2011 Planning and Zoning, Business Development

Member of the American Planning Association

FILED FOR RECORD
 COMMISSION RECORDS
 MARTIN COUNTY, FL
 Date 2/26/19 Time _____
 CAROLYN TIMMANN
 CLERK OF CIRCUIT COURT
 By MKV D.C.