



Board of County Commissioners

2401 SE Monterey Road
Stuart, Florida 34996

Agenda Item Summary

Additional Item

File ID: 21-0599

DPQJ-2

Meeting Date: 4/27/2021

PLACEMENT: Departmental - Quasi-Judicial

COUNTY
EXHIBIT #1

TITLE:

REQUEST PLAT APPROVAL FOR BANYAN BAY PUD, PHASE 2C (B082-041)

EXECUTIVE SUMMARY:

Banyan Bay Macks, LLC requests approval of the Banyan Bay PUD Phase 2C plat. Banyan Bay is an existing approximate 251-acre residential PUD located between SW Kanner Highway and the St. Lucie River in Stuart. Main Access is provided at the signalized intersection at SW Kanner Highway and SE Pomeroy Street. Included is a request for a Certificate of Public Facilities Exemption.

DEPARTMENT: Growth Management

PREPARED BY: Name: Peter Walden, AICP
Title: Principal Planner

REQUESTED BY: Lucido and Associates, Morris A. Crady, AICP

PRESET:

PROCEDURES: Quasi-Judicial

FILED FOR RECORD
COMMISSION RECORDS
MARTIN COUNTY, FL
Date: 4/27/2021
CAROLYN TIMMANN
CLERK OF CIRCUIT COURT
D.C.
By: MKV

BACKGROUND/RELATED STRATEGIC GOAL:

Banyan Bay Macks, LLC requests approval of the Banyan Bay PUD Phase 2C plat. Banyan Bay is an existing approximate 251-acre residential PUD located between SW Kanner Highway and the St. Lucie River in Stuart. Main Access is provided at the signalized intersection at SW Kanner Highway and SE Pomeroy Street. Included is a request for a Certificate of Public Facilities Exemption.

The requested plat is for Phase 2C of the development and consists of 36 single family lots and the associated infrastructure. The proposed plat is consistent with the approved final site plan for Phase 2C. Phase 2C final site plan was approved along with a revised master site plan and the 9th Amendment to the Banyan Bay PUD.

The Local Planning Agency (LPA) was not required to consider this plat application and final action on this application is required by the Board of County Commissioners (BCC) in a public meeting pursuant to Table 10.5.F.9., Section 10.5.F. LDR, Martin County, Fla. (2019).

The following supporting materials are provided for this agenda item:

Staff Report
Plat

Approved Final Site Plan
Draft Contract and Surety
Engineers Opinion of Probable Cost
Application Materials
Disclosure of Interest and Deed
Sign Certification
Draft Resolution for Denial

ISSUES:

There are no unresolved issues related to this application.

LEGAL SUFFICIENCY REVIEW:

Because this request involves the application of a policy to a specific application and site, it is a quasi-judicial decision. Quasi-judicial proceedings must be conducted with more formality than a legislative proceeding. In quasi-judicial proceedings, parties are entitled - as a matter of due process - to cross-examine witnesses, present evidence, demand that witnesses testify under oath, and demand a decision based on a correct application of the law and competent substantial evidence in the record.

RECOMMENDED ACTION:

RECOMMENDATION

1. Move that the Board receive and file the Agenda Item and all its attachments including the staff report as Exhibit 1.
2. Move that the Board approve the Plat for Banyan Bay Phase 2C including the Contract for Construction of Required Improvements and Infrastructure.

ALTERNATIVE RECOMMENDATIONS

Move that the Board continue the Banyan Bay Phase 2C request to a date certain.

FISCAL IMPACT:

RECOMMENDATION

The applicant has paid the \$16,600.00 application fee and the \$290.00 completeness fee.

ALTERNATIVE RECOMMENDATIONS

None

DOCUMENT(S) REQUIRING ACTION:

- | | | |
|--|---------------------------------------|--|
| <input type="checkbox"/> Budget Transfer / Amendment | <input type="checkbox"/> Chair Letter | <input checked="" type="checkbox"/> Contract / Agreement |
| <input type="checkbox"/> Grant / Application | <input type="checkbox"/> Notice | <input type="checkbox"/> Ordinance |
| <input type="checkbox"/> Other: | <input type="checkbox"/> Resolution | |

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MARTIN COUNTY, FLORIDA DEVELOPMENT REVIEW

STAFF REPORT

A. Application Information

BANYAN BAY PUD PHASE 2C PLAT

Applicant:	Banyan Bay Macks, LLC
Property Owner:	Banyan Bay Macks, LLC
Agent for the Applicant:	Lucido and Associates, Morris A. Crady, AICP
County Project Coordinator:	Peter Walden, AICP, Principal Planner
Growth Management Director:	Paul Schilling
Project Number:	B082-041
Application Type and Number:	DEV2020070007
Report Number:	2021_0402_Staff_Report_Final
Application Received:	08/12/2020
Transmitted:	08/12/2020
Date of Report:	09/25/2020
Resubmittal Received:	12/03/2020
Transmitted:	12/04/2020
Date of report:	01/11/2021
Resubmittal Received:	03/17/2021
Date of Report:	04/02/2021

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B. Project description and analysis

Banyan Bay Macks, LLC requests approval of the Banyan Bay PUD Phase 2C plat. Banyan Bay is an existing approximate 251 acre residential PUD located between SW Kanner Highway and the St. Lucie River in Stuart. Main Access is provided at the signalized intersection at SW Kanner Highway and SE Pomeroy Street. Included is a request for a Certificate of Public Facilities Exemption.

The requested plat is for Phase 2C of the development and consists of 36 single family lots and the associated infrastructure. The proposed plat is consistent with the approved final site plan for Phase 2C. Phase 2C final site plan was approved along with a revised master site plan and the 9th amendment to the Banyan Bay PUD.

C. Staff recommendation

The specific findings and conclusion of each review agency related to this request are identified in Sections F through T of this report. The current review status for each agency is as follows:

Section	Division or Department	Reviewer	Phone	Assessment
F	Comprehensive Plan	Peter Walden	219-4923	Comply
F	ARDP	Samantha Lovelady	288-5664	N/A
G	Development Review	Peter Walden	219-4923	Comply
H	Urban Design	Santiago Abasolo	288-5485	N/A
H	Community Redevelopment	Santiago Abasolo	288-5485	N/A
I	Property Management	Ellen MacArthur	288-5794	N/A
J	Environmental	Shawn McCarthy	288-5508	Comply
J	Landscaping	Karen Sjolholm	288-5909	Comply
K	Transportation	Lukas Lambert	221-2300	N/A
L	County Surveyor	Tom Walker	288-5928	Comply
M	Engineering	Michelle Cullum	288-5512	N/A
N	Addressing	Emily Kohler	288-5692	Comply
N	Electronic File Submission	Emily Kohler	288-5692	N/A
O	Water and Wastewater	James Christ	320-3034	Comply
O	Wellfields	James Christ	320-3034	N/A
P	Fire Prevention	Doug Killane	419-5396	N/A
P	Emergency Management	Sally Waite	219-4942	N/A
Q	ADA	Michelle Cullum	288-5512	N/A
R	Health Department	Todd Reinhold	221-4090	N/A
R	School Board	Kimberly Everman	219-1200	N/A
S	County Attorney	Krista Storey	288-5443	ongoing
T	Adequate Public Facilities	Peter Walden	219-4923	Exemption

D. Review Board action

This application complies with the requirements for processing a Plat, pursuant to Section 10.2.F., LDR, Martin County, Fla. (2019). As such, final action on this application will be taken by the Board of County Commissioners in a public meeting pursuant to Table 10.5.F.9., Section 10.5.F., LDR, Martin County, Fla. (2019).

Pursuant to Sections 10.1.E. and 10.2.B.2., Land Development Regulations, Martin County, Fla. (2019), it shall at all times be the applicant's responsibility to demonstrate compliance with the Comprehensive Growth Management Plan (CGMP), Land Development Regulations (LDR) and the Code.

The applicant addressed the non-compliance findings from the staff report dated January 11, 2021 with its resubmittal dated March 17, 2021. The previous staff reports and resubmittals are incorporated herein by reference.

E. Location and site information

Situs Address: 123 SW Pomeroy Stuart, 41-38-41-008-000-00002-0

Commission District: 2

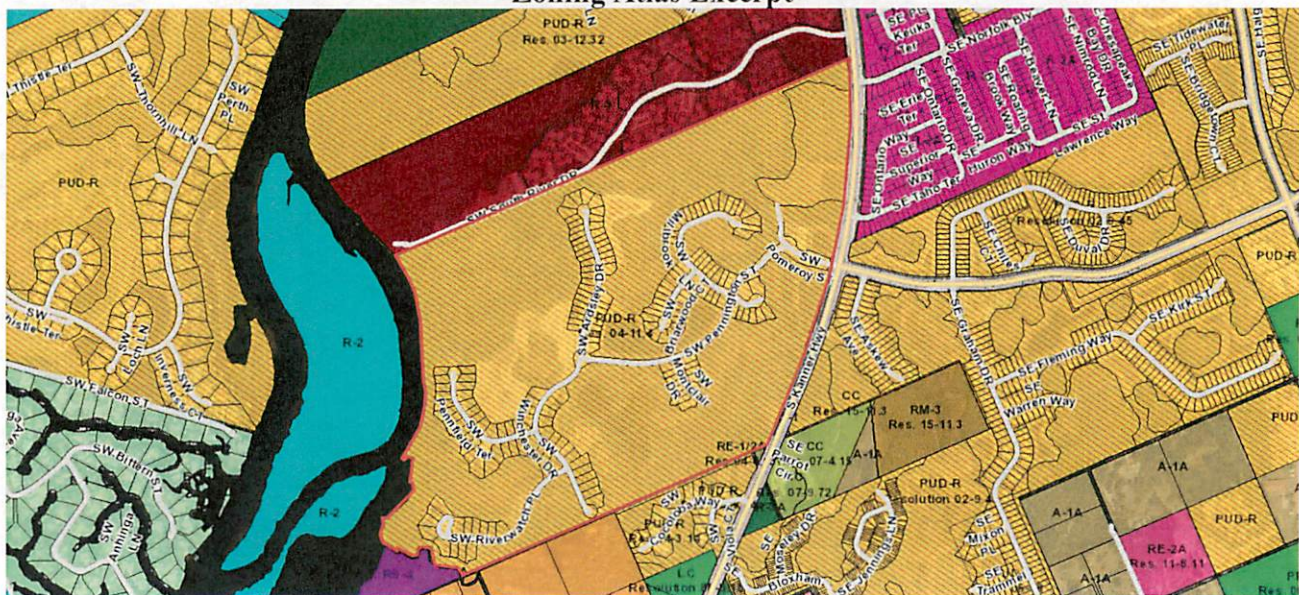
Location Map



Aerial



Zoning Atlas Excerpt



Proposed Development Overlay



F. Determination of compliance with Comprehensive Growth Management Plan requirements - Growth Management Department

Findings of Compliance:

Staff has reviewed this application and finds that it complies with the LDR, as detailed within this report. Staff recommends approval of this development application as consistent with the guidelines and standards of the applicable Comprehensive Plan goals, objectives and policies, as implemented in the LDR.

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

Findings of Compliance:

The Growth Management Department Development Review Division staff has reviewed the application and finds it in compliance with the applicable regulations. There are no unresolved land use, zoning or procedural requirements issues associated with this application.

H. Determination of compliance with the urban design and community redevelopment requirements – Community Development Department

N/A - Staff review for compliance requirements associated with this area of regulations is not applicable to this application as currently proposed.

I. Determination of compliance with the property management requirements – Engineering Department

N/A

No dedication of additional right of way is required or proposed by the Applicant pursuant to the Roadway Classifications set forth in Section 4.843.B, Land Development Regulations, Martin County, Fla. [2001] which includes Table 4.19.1 that lists the minimum right of way requirements. Therefore, the Applicant is not required to submit due diligence materials for review by the Martin County Real Property Division.

J. Determination of compliance with environmental and landscaping requirements - Growth Management Department

Environmental

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

Landscape

The Growth Management Department Environmental Division staff has reviewed the application and finds it in compliance with the applicable Land Development Regulations Article 4, Division 15 - Landscaping, Buffering, and Tree Protection. [2013]

K. Determination of compliance with transportation requirements - Engineering Department

N/A - No construction is being proposed as part of this application; therefore, staff review for compliance requirements associated with this area of regulations is not applicable.

L. Determination of compliance with county surveyor - Engineering Department

The County Surveyor's office has reviewed this development application for compliance with applicable statutes and ordinances and finds it in compliance. This division recommends approval of the application, subject to compliance with the standards for the submittal of all post-approval documents and field verification.

M. Determination of compliance with engineering, storm water and flood management requirements - Engineering Department

N/A - Staff review for compliance requirements associated with this area of regulations is not applicable to this project as currently proposed.

N. Determination of compliance with addressing and electronic file submittal requirements – Growth Management and Information Technology Departments

Addressing

Findings of Compliance

The application has been reviewed for compliance with Division 17, Addressing, of the Martin County Land Development Regulations. Staff finds that the proposed site plan / plat complies with applicable addressing regulations. All street names are in compliance. They meet all street naming regulations in Article 4, Division 17, Land Development Regulations. Martin County, Fla. (2020).

Electronic Files

N/A - Staff review for compliance requirements associated with this area of regulations is not applicable to this application as currently proposed.

O. Determination of compliance with utilities requirements - Utilities Department

Water and Wastewater Service

This development application has been reviewed for compliance with applicable statutes and ordinances and the reviewer finds the Plat in compliance with Martin County's requirements for water and wastewater level of service.

Wellfield and Groundwater

N/A - Staff review for compliance requirements associated with this area of regulations is not applicable to this application as currently proposed.

P. Determination of compliance with fire prevention and emergency management requirements – Fire Rescue Department

N/A - Staff review for compliance requirements associated with this area of regulations is not applicable to this application as currently proposed.

Q. Determination of compliance with Americans with Disability Act (ADA) requirements - General Services Department

N/A - Staff review for compliance requirements associated with this area of regulations is not applicable to this application as currently proposed.

R. Determination of compliance with Martin County Health Department and Martin County School Board

N/A - Staff review for compliance requirements associated with this area of regulations is not applicable to this project as currently proposed.

S. Determination of compliance with legal requirements - County Attorney's Office

Review ongoing.

T. Determination of compliance with the adequate public facilities requirements - responsible departments

The review for compliance with the standards for a Certificate of Adequate Public Facilities Exemption for development demonstrates that no additional impacts on public facilities were created in accordance with Section 5.32.B., LDR. Exempted development will be treated as committed development for which the County assures concurrency.

Examples of developments that do not create additional impact on public facilities include:

- A. Additions to nonresidential uses that do not create additional impact on public facilities;
- B. Changes in use of property when the new use does not increase the impact on public facilities over the pre-existing use, except that no change in use will be considered exempt when the preexisting use has been discontinued for two years or more;
- C. Zoning district changes to the district of lowest density or intensity necessary to achieve consistency with the Comprehensive Growth Management Plan;
- D. Boundary plats which permit no site development.

U. Post-approval requirements

Approval of the development order is conditioned upon the applicant's submittal of all required post approval documents and fees pursuant to Section 10.11., LDR, Martin County, Fla. (2019).

Please submit all of the following items in a single hard copy packet and in electronic pdf format (on disk or flash drive) with the documents arranged in the order shown in the list below. The 24" x 36" plans should be submitted rolled and in separate sets as itemized below.

Item #1:

Post Approval Requirements List: After approval the applicant will receive a letter and a Post Approval Requirements List that identifies the documents and fees required. The applicant will return the Post Approval Requirements List along with the required documents in a packet with the documents arranged in the order shown on the list.

Item #2:

Recording Costs: The applicant is responsible for all recording costs. The Growth Management Department will calculate the recording costs and contact the applicant with the payment amount required. Checks should be made payable to the Martin County Clerk of Court.

Item #3:

One (1) paper 24" x 36" copy of the approved plat.

Item #4:

A completed Notice of Subdivision Plat Filing Form to be forwarded to the State of Florida Department of Business Regulation.

Item #5:

Original executed Declarations of Covenants and Restrictions for the homeowner's association.

Item #6:

Original executed plat on Mylar or other plastic, stable material. All names, signatures, stamps, and related data must be inscribed in 'India' ink or similar indelible ink to assure permanent legibility.

Item #7:

One (1) digital file copy of the plat in AutoCAD 2010-2017 drawing format (.dwg). For other types of computer software that may be utilized by the applicant, a digital exchange file (.dxf) version 2004 may be substituted. The digital version of the boundary survey must match the hardcopy version as submitted.

Item #8:

One (1) copy of the approved cost estimate and, if changed, a revised Cost Estimate with an explanation of its change signed and sealed by the Engineer of Record licensed in the State of Florida.

Item #9:

Original and one (1) copy of the executed Contract for Construction of Required Improvements including the current County-approved cost estimate labeled Exhibit A and corresponding executed surety labeled as Exhibit B.

Item #10:

One (1) blank USB flash/thumb drive, which will be utilized to provide the applicant with the approved stamped and signed project plans.

V. Fees

Public advertising fees for the development order will be determined and billed subsequent to the public hearing. Fees for this application are calculated as follows:

<i>Fee type:</i>	<i>Fee amount:</i>	<i>Fee payment:</i>	<i>Balance:</i>
Application review fees:	\$16,600.00	\$16,600.00	\$0.00
Recording fees*:	TBD		

* Recording fees will be identified on the post approval checklist.

W. General application information

Applicant: Banyan Bay Macks, LLC
4750 Owings Mills Blvd.
Owings Mills, MD 21117

Agent: Morris A. Crady, AICP
Lucido & Associates
701 East Ocean Blvd
Stuart, FL 34994
772-220-2100

Surveyor: GCY, Inc.

Pete Anderson
PO Box 1469
Palm City, FL 34991

X. Acronyms

ADA..... Americans with Disability Act
AHJ Authority Having Jurisdiction
ARDP Active Residential Development Preference
BCC..... Board of County Commissioners
CGMP Comprehensive Growth Management Plan
CIE Capital Improvements Element
CIP Capital Improvements Plan
FACBC Florida Accessibility Code for Building Construction
FDEP..... Florida Department of Environmental Protection
FDOT Florida Department of Transportation
LDR..... Land Development Regulations
LPA Local Planning Agency
MCC..... Martin County Code
MCHD..... Martin County Health Department
NFPA National Fire Protection Association
SFWMD South Florida Water Management District
W/WWSA Water/Waste Water Service Agreement

Y. Attachments

Being a parcel of land lying in Lot 6 of the Plat of Miles of Hanson Grant, as recorded in Plat Book 1, Page 11, of the public records of Palm Beach (now Martin) County, Florida.

I, CAROLYN TIMMANN, CLERK OF THE CIRCUIT COURT OF MARTIN COUNTY, FLORIDA, HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN PLAT BOOK _____, PAGE _____, MARTIN COUNTY, FLORIDA, PUBLIC RECORDS, THIS _____ DAY OF _____, 2021.

CAROLYN TIMMANN

CIRCUIT COURT
MARTIN COUNTY, FLORIDA
BY: _____
DEPUTY CLERK
(CIRCUIT COURT SEAL)

[illegible]

- * SET 3" BY 3" BRON PIPE AND CAP
"100' IN LB 410"
- * SET PERMANENT REFERENCE
MONUMENT 4" IN CONCRETE
MONUMENT 1/4" DIA. LABELED
"100' LB 410"
- * SET PERMANENT CONTROL
POINT HAND NUGS, A WAGON
"100' LB 410"
- * ALC LENGTH
- * RADUS
- * DELTA (CENTRAL ANGLE)
- * CHORD BEARING
- * CHORD DISTANCE
- * CENTER LINE
- * GRABAGE EDGEWENT
- * P.T. = POINT OF TANGENCY
- * P.C. = POINT OF CURVATURE
- * P.R. = POINT OF REVERSE CURVE
- * T.S. = TANGENT SIGHTING
- * S.F.T. = SQUARE FEET
- * F.D.O.T. = FLORIDA DEPARTMENT
OF TRANSPORTATION
- * F.R. = FEDERAL RECORDS BOOK
- * R. = RADIAL LINE
- * P.U.D. = PLANNED UNIT DEVELOPMENT

[illegible]

GCIY
INCORPORATED
PROFESSIONAL SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION LB 4106

Sheet 1 of 5

Banyan Bay P.U.D. Phase 2C

Being a parcel of land lying in Lot 6 of the Plat of Miles of Hanson Grant, as recorded in Plat Book 1,
Page 11, of the public records of Palm Beach (now Martin) County, Florida.

CERTIFICATE OF OWNERSHIP AND DEED

BANYAN BAY, LLC, A DELAWARE LIMITED LIABILITY COMPANY, BY AND THROUGH ITS UNDERSIGNED OFFICIAL HEREBY CERTIFIES THAT IF IS THE OWNER OF THE PROPERTY DESCRIBED ON THE PLAT OF BANYAN BAY P.U.D. PHASE 2C, AND HEREBY DELEGATES AS FOLLOWS:

1. STREETS AND RIGHTS-OF-WAY

THE STREETS AND RIGHTS-OF-WAY SHOWN ON THIS PLAT OF BANYAN BAY P.U.D. PHASE 2C AND DESIGNATED AS PRIVATE ARE HEREBY DECLARED TO BE THE PROPERTY OF THE BANYAN BAY PLANNING AND DEVELOPMENT ASSOCIATION, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION, HEREINAFTER "ASSOCIATION", AND ARE HEREBY DELEGATED TO BE PRIVATE STREETS AND RIGHTS-OF-WAY WHICH SHALL BE CONVEYED BY DEED TO THE ASSOCIATION FOR ACCESS AND UTILITY PURPOSES INCLUDING CABLE AND SHALL BE MAINTAINED, IMPROVED AND SURFACED BY THE ASSOCIATION. MARTIN COUNTY HAS REGULATORY AUTHORITY OVER BUT SHALL BEAR NO RESPONSIBILITY DUTY OR LIABILITY FOR ANY PRIVATE STREETS AND RIGHTS-OF-WAY CONVEYED AS SUCH ON THIS PLAT, AND ARE FURTHER DECLARED TO BE IN THE MARTIN COUNTY ROAD RIGHT-OF-WAY.

2. UTILITY EASEMENTS

THE UTILITY EASEMENTS SHOWN ON THIS PLAT OF BANYAN BAY P.U.D. PHASE 2C MAY BE USED FOR UTILITY PURPOSES INCLUDING CABLE BY ANY UTILITY IN COMPLIANCE WITH SUCH ORDINANCES AND REGULATIONS AS MAY BE ADOPTED FROM TIME TO TIME BY THE BOARD OF COUNTY COMMISSIONERS OF MARTIN COUNTY, FLORIDA. SUCH EASEMENTS SHALL ALSO BE AVAILABLE FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF ANY EXISTING TELEPHONE, GAS OR OTHER PUBLIC UTILITY. IN THE EVENT CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. MARTIN COUNTY HAS REGULATORY AUTHORITY OVER BUT SHALL BEAR NO RESPONSIBILITY DUTY OR LIABILITY FOR ANY UTILITY EASEMENTS DEPOSITED AS SUCH ON THIS PLAT.

3. DRAINAGE EASEMENTS

THE DRAINAGE EASEMENTS SHOWN ON THIS PLAT OF BANYAN BAY P.U.D. PHASE 2C AND DESIGNATED AS PRIVATE ARE HEREBY DECLARED TO BE THE PROPERTY OF THE BANYAN BAY PLANNING AND DEVELOPMENT ASSOCIATION, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION, HEREINAFTER "ASSOCIATION", AND ARE HEREBY DELEGATED TO BE PRIVATE DRAINAGE EASEMENTS WHICH SHALL BE CONVEYED BY DEED TO THE ASSOCIATION FOR THE PURPOSE OF INSTALLATION OF DRAINAGE FACILITIES AND THE FLOW OF SURFACE WATER, AND SHALL BE MAINTAINED, IMPROVED AND SURFACED BY THE ASSOCIATION. MARTIN COUNTY HAS REGULATORY AUTHORITY OVER BUT SHALL BEAR NO RESPONSIBILITY DUTY OR LIABILITY FOR ANY PRIVATE DRAINAGE EASEMENTS DEPOSITED AS SUCH ON THIS PLAT.

4. COMMON AREAS

THE COMMON AREAS SHOWN ON THIS PLAT OF BANYAN BAY P.U.D. PHASE 2C ARE HEREBY DECLARED TO BE THE PROPERTY OF THE BANYAN BAY PLANNING AND DEVELOPMENT ASSOCIATION, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION, HEREINAFTER "ASSOCIATION", AND ARE HEREBY DELEGATED TO BE PRIVATE COMMON AREAS WHICH SHALL BE CONVEYED BY DEED TO THE ASSOCIATION FOR THE USE AND ENJOYMENT OF SAID ASSOCIATION. IT IS HEREBY AND THESE EASEMENTS AND SHALL BE MAINTAINED BY THE ASSOCIATION AS PROVIDED IN THAT CERTAIN DECLARATION OF COVENANTS AND RESTRICTIONS FOR BANYAN BAY, AS IT MAY BE AMENDED FROM TIME TO TIME. MARTIN COUNTY HAS REGULATORY AUTHORITY OVER BUT SHALL BEAR NO RESPONSIBILITY DUTY OR LIABILITY FOR ANY COMMON AREAS DEPOSITED AS SUCH ON THIS PLAT.

5. PRESERVE AREAS

THE PRESERVE AREAS SHOWN ON THIS PLAT OF BANYAN BAY P.U.D. PHASE 2C ARE HEREBY DECLARED TO BE THE PROPERTY OF THE BANYAN BAY PLANNING AND DEVELOPMENT ASSOCIATION, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION, HEREINAFTER "ASSOCIATION", AND ARE HEREBY DELEGATED TO BE PRIVATE PRESERVE AREAS WHICH SHALL BE CONVEYED BY DEED TO THE ASSOCIATION FOR PRESERVATION PURPOSES AND SHALL BE MAINTAINED BY THE ASSOCIATION IN ACCORDANCE WITH THE PRESERVE AREA MANAGEMENT PLAN APPROVED BY MARTIN COUNTY. NO CONSTRUCTION OR ALTERATION OR DESTRUCTION OF THE PRESERVE AREAS SHALL OCCUR EXCEPT AS APPROVED BY THE ASSOCIATION. MARTIN COUNTY HAS REGULATORY AUTHORITY OVER BUT SHALL BEAR NO RESPONSIBILITY DUTY OR LIABILITY FOR ANY PRESERVE AREAS DEPOSITED AS SUCH ON THIS PLAT.

OUR CLAIM (SEE RECORDS AT OFFICIAL RECORDS BOOK 3894 PAGE 388) PUBLIC RECORDS MARTIN COUNTY PLANNING AND DEVELOPMENT ASSOCIATION, INC. FOR PRESERVE AREAS IN ACCORDANCE WITH THE ASSOCIATION'S PLAN.

6. LANDSCAPE BUFFER TRACT

THE LANDSCAPE BUFFER TRACT SHOWN ON THIS PLAT OF BANYAN BAY P.U.D. PHASE 2C AND DESIGNATED AS PRIVATE ARE HEREBY DECLARED TO BE THE PROPERTY OF THE BANYAN BAY PLANNING AND DEVELOPMENT ASSOCIATION, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION, HEREINAFTER "ASSOCIATION", AND ARE HEREBY DELEGATED TO BE PRIVATE LANDSCAPE BUFFER TRACTS WHICH SHALL BE CONVEYED BY DEED TO THE ASSOCIATION FOR LANDSCAPE PURPOSES, AND SHALL BE MAINTAINED BY THE ASSOCIATION. MARTIN COUNTY HAS REGULATORY AUTHORITY OVER BUT SHALL BEAR NO RESPONSIBILITY DUTY OR LIABILITY FOR THE LANDSCAPE BUFFER TRACT.

7. PUBLIC FLOW-THROUGH DRAINAGE EASEMENT

NOTWITHSTANDING PUBLIC FLOW-THROUGH DRAINAGE EASEMENT THE OBLIGATION OF THE BANYAN BAY PLANNING AND DEVELOPMENT ASSOCIATION, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION, HEREINAFTER "ASSOCIATION", TO MAINTAIN, IMPROVE AND SURFACE AS TO THE PRIVATE DRAINAGE EASEMENTS' RIGHT-OF-WAY TRACTS SHOWN ON THIS PLAT, THERE IS HEREBY DELEGATED TO MARTIN COUNTY A NON-EXCLUSIVE PUBLIC FLOW-THROUGH DRAINAGE EASEMENT AND REASONABLE RIGHT OF ACCESS TO INSURE THE FREE FLOW OF WATER FOR GENERAL PUBLIC DRAINAGE PURPOSES OVER, THROUGH AND UNDER THE FOLLOWING DESCRIBED PRIVATE DRAINAGE EASEMENTS' RIGHT-OF-WAY TRACTS SHOWN ON THIS PLAT:

IN THE EVENT THAT THE FREE FLOW OF WATER THROUGH THE ABOVE-DESCRIBED PRIVATE DRAINAGE EASEMENTS' RIGHT-OF-WAY TRACTS AND INTO THE PUBLIC DRAINAGE SYSTEM IS IMPAIRED OR PREVENTED, MARTIN COUNTY SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, OF REASONABLE ACCESS TO AND ENTRY UPON SUCH PRIVATE EASEMENTS' RIGHT-OF-WAY TRACTS ADJACENT LAND FOR THE PURPOSE OF PERFORMING FLOW-THROUGH DRAINAGE MAINTENANCE UPON THE FLOW-THROUGH DRAINAGE EASEMENT'S RIGHT-OF-WAY TRACTS. HOWEVER, MARTIN COUNTY SHALL BE REQUIRED ONLY TO ATTEMPT TO PROVIDE REASONABLE NOTICE TO THE ASSOCIATION IN ORDER TO PERFORM FLOW-THROUGH DRAINAGE MAINTENANCE IN RESPONSE TO A DRAINAGE-RELATED EMERGENCY, INCLUDING AN IMMEDIATE THREAT TO THE PUBLIC HEALTH, SAFETY AND WELFARE, WITHIN TEN (10) DAYS OF THE PERFORMANCE OF FLOW-THROUGH DRAINAGE MAINTENANCE ON MARTIN COUNTY. THE ASSOCIATION SHALL PAY THE COST OF ALL COSTS INCLUDING REASONABLE COSTS, TRAVEL, INSURANCE, AND THE RESULT OF SUCH COSTS ARE CONSIDERED AN SPECIAL AGREEMENT UNDER, AS DETERMINED BY MARTIN COUNTY, ON ASSOCIATION PROPERTY INCLUDING THE ABOVE-DESCRIBED EASEMENTS' RIGHT-OF-WAY TRACTS AND THE LAND NOT BE IMPAIRED IN ACCORDANCE WITH APPLICABLE LAW.

DATED THIS _____ DAY OF _____, 2017.

WITNESSES: _____

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THIS CERTIFICATION

I, ROBERT S. HANSEN, A MEMBER OF THE FLORIDA BAR HEREBY CERTIFY THAT ALL OF _____, 2017 AT _____

1. RECORD TITLE TO THE LAND DESCRIBED AND SHOWN ON THIS PLAT IS IN THE NAME OF THE COMPANY EXECUTING THE CERTIFICATE OF OWNERSHIP AND DEEDS HEREON.

2. ALL MORTGAGES NOT SATISFIED OR RELEASED OF RECORD ENCOMPASSING THE LAND DESCRIBED HEREON ARE AS FOLLOWS:

A. MORTGAGES AND DELETED MORTGAGES FROM BANYAN BAY, LLC TO MILE HANSON GRANT, INC. IN 2014 AND RECORDED ON APRIL 1, 2014 IN OFFICIAL RECORDS BOOK 3888 PAGE 388. PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.

B. MORTGAGES FROM BANYAN BAY, LLC TO MILE HANSON GRANT, INC. DATED DECEMBER 28, 2014 AND RECORDED ON DECEMBER 28, 2014 IN OFFICIAL RECORDS BOOK 3888 PAGE 388. PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.

3. ALL TAXES THAT ARE DUE AND PAYABLE PURSUANT TO SECTION 197.02(1)(F), HAVE BEEN PAID.

DATED THIS _____ DAY OF _____, 2017.

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ACCEPTANCE OF DELEGATION

THE BANYAN BAY PLANNING AND DEVELOPMENT ASSOCIATION, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION, DOES HEREBY ACCEPT OWNERSHIP AND DEEDS OF LAND, EASEMENTS, DRAINAGE EASEMENTS, COMMON AREAS, STREETS, RIGHTS-OF-WAY, LANDSCAPE BUFFER TRACT AND PRESERVE AREAS AS SHOWN ON THIS PLAT OF BANYAN BAY P.U.D. PHASE 2C AND DOES HEREBY ACCEPT THE RESPONSIBILITIES SET FORTH THEREIN.

SIGNED AND SEALED THIS _____ DAY OF _____, 2017, ON BEHALF OF SAID CORPORATION BY ITS PRESIDENT AND ATTESTED TO BY ITS SECRETARY.

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Banyan Bay P.U.D. Phase 2C

Being a parcel of land lying in Lot 6 of the Plat of Miles of Hanson Grant, as recorded in Plat Book 1,
Page 11, of the public records of Palm Beach (now Martin) County, Florida.

MORTGAGEE'S CONSENT TO PLAT

NAT BANK, A MEMPHIS BANKING CORPORATION, HEREBY CERTIFY THAT THEY ARE THE HOLDERS OF THAT CERTAIN
MORTGAGE LEND OR ENCUMBRANCE ON THE LAND DESCRIBED HEREIN, DATED MARCH 28, 2014 AND RECORDED IN OFFICIAL
RECORDS BOOK 204, PAGE 2611 AND DO HEREBY CONSENT TO THE DELEGATION HEREIN AND DO SUBORDINATE THEIR
MORTGAGE LEND OR ENCUMBRANCE TO SUCH DELEGATION.

SIGNED AND SEALED THIS _____ DAY OF _____, 2014, ON BEHALF OF SAID CORPORATION BY ITS PRESIDENT
AND ATTESTED TO BY ITS SECRETARY.

NAT BANK,
MEMPHIS BANKING CORPORATION
CORPORATION NAME
BY _____
NAME
TITLE

ATTEST

NAME
CORPORATION SECRETARY

[CORPORATE SEAL]

BEFORE ME THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED _____ AND _____ TO ME WELL
KNOWN TO BE THE PRESIDENT AND SECRETARY, RESPECTIVELY, OF NAT BANK, A MEMPHIS BANKING CORPORATION, AND THEY
ACKNOWLEDGED THAT THEY EXECUTED SUCH MORTGAGEE'S CONSENT AS SUCH OFFICERS OF SAID CORPORATION AND THAT
THE SEAL APPLIED IS THE CORPORATE SEAL OF SAID CORPORATION AND THAT IT WAS APPLIED DUE AND REGULAR CORPORATE
AUTHORITY, AND THAT IT IS THE FREE ACT AND DEED OF SAID CORPORATION, THEY ARE (1) PERSONALLY KNOWN TO ME OR
[I HAVE PRODUCED _____ AS CORP. RECORDS]
DATED THIS _____ DAY OF _____, 2014.

NOTARY PUBLIC
STATE OF _____
COMMISSION NO. _____
MY COMMISSION EXPIRES _____

[STAMP]

MORTGAGEE'S CONSENT TO PLAT

NAT BANK, A MEMPHIS BANKING CORPORATION, HEREBY CERTIFY THAT THEY ARE THE HOLDERS OF THAT CERTAIN MORTGAGE LEND OR
ENCUMBRANCE ON THE LAND DESCRIBED HEREIN, DATED MARCH 28, 2014 AND RECORDED IN OFFICIAL RECORDS BOOK
204, PAGE 2611 AND DO HEREBY CONSENT TO THE DELEGATION HEREIN AND DO SUBORDINATE THEIR MORTGAGE LEND OR ENCUMBRANCE TO SUCH
DELEGATION.

SIGNED AND SEALED THIS _____ DAY OF _____, 2014, ON BEHALF OF SAID CORPORATION BY ITS PRESIDENT
AND ATTESTED TO BY ITS SECRETARY.

NAT BANK,
MEMPHIS BANKING CORPORATION
CORPORATION NAME
BY _____
NAME
TITLE

ATTEST

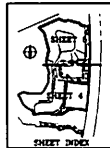
NAME
CORPORATION SECRETARY

[CORPORATE SEAL]

BEFORE ME THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED _____ AND _____ TO ME WELL
KNOWN TO BE THE PRESIDENT AND SECRETARY, RESPECTIVELY, OF NAT BANK, A MEMPHIS BANKING CORPORATION, AND THEY
ACKNOWLEDGED THAT THEY EXECUTED SUCH MORTGAGEE'S CONSENT AS SUCH OFFICERS OF SAID CORPORATION AND THAT
THE SEAL APPLIED IS THE CORPORATE SEAL OF SAID CORPORATION AND THAT IT WAS APPLIED DUE AND REGULAR CORPORATE
AUTHORITY, AND THAT IT IS THE FREE ACT AND DEED OF SAID CORPORATION, THEY ARE (1) PERSONALLY KNOWN TO ME OR
[I HAVE PRODUCED _____ AS CORP. RECORDS]
DATED THIS _____ DAY OF _____, 2014.

NOTARY PUBLIC
STATE OF _____
COMMISSION NO. _____
MY COMMISSION EXPIRES _____

[STAMP]



- 1. BOUND
- 2. SET BACK FROM R/W AND CAP
- 3. SET BACK FROM R/W
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COUNTY APPROVAL

THIS PLAT IS HEREBY APPROVED BY THE UNDERSIGNED ON THE DATES INDICATED

DATE _____ COUNTY CLERK OF COUNTY COMMISSIONERS
DATE _____ COUNTY SURVEYOR AND MAPPER
DATE _____ COUNTY ENGINEER
DATE _____ COUNTY ENGINEER

ATTEST

CLERK OF COURT

SURVEYOR'S NOTES

1. THIS PLAT AS RECORDED IN ITS ORIGINAL FORM IN THE PUBLIC RECORDS IS THE OFFICIAL DEPICTION OF THE SURVEYED LANDS. BEING HEREBY AND WILL BE NO DISCREPANCIES BE SUPPLEMENTED IN ANY MANNER BY ANY OTHER FORM OF THIS PLAT AND THESE DRAWINGS OR COPIES.
2. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
3. IF THERE IS A DISCREPANCY TO ALTER THE APPROVED SLOPE, CONTIGUOUS OR CROSS SECTIONS OR TO OTHERWISE MODIFICATION OR REMOVAL OF ANYTHING, OR TO DESTROY ANY PLANTS IN THE UPTURN, OR UNLAWFUL TRANSPORT, ZONE BUFFER AREAS OF CONSTRUCTION, LANDS, ETC., UNDER THE AUTHORITY OF THE BANYAN BAY P.U.D. PHASE 2C, AS APPLICABLE, IT IS THE RESPONSIBILITY OF THE OWNER OR PROPERTY OWNERS ASSOCIATION, ITS SUCCESSORS OR ASSIGNS TO MAINTAIN THE REQUIRED SURVEYING AND CONFORMANCE OF THE RECORDED UPTURN AND PLANTED UPTURN, AND UNLAWFUL TRANSPORT AREAS AND TO MAINTAIN CHANGING RECORDS OF PROGRESS AND BANYAN BAY P.U.D. PHASE 2C, AS APPLICABLE, FROM THE PLANTING AREA, 11.000.
4. BANYAN BAY P.U.D. PHASE 2C, AS APPLICABLE, IS REFERENCED TO THE SOUTH LINE OF SOUTH RIVER CONCERNING SAID LINE BANYAN BAY P.U.D. PHASE 2C, AS APPLICABLE.
5. COORDINATES BANYAN BAY P.U.D. PHASE 2C, AS APPLICABLE, TO THE STATE PLANE COORDINATE SYSTEM, 11.000, NORTH AMERICAN DATUM 1983, ADJUSTMENT OF 2011.
6. IN THE EVENT THAT BANYAN BAY P.U.D. PHASE 2C, AS APPLICABLE, OF A PRIVATE STREET DUE TO MAINTENANCE, REPAIR OR REPLACEMENT OF A PUBLIC IMPROVEMENT LOCATED THEREIN, THEN THE COUNTY SHALL BE RESPONSIBLE FOR RESTORING THE STREET SURFACE ONLY TO THE EXTENT WHICH WOULD BE REQUIRED IF THE STREET WERE A PUBLIC STREET IN ACCORDANCE WITH COUNTY SPECIFICATIONS.

CERTIFICATE OF SURVEYOR AND MAPPER

I, PETER ANDERSON, HEREBY CERTIFY THAT THIS PLAT OF BANYAN BAY P.U.D. PHASE 2C, AS APPLICABLE, IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED. THAT SUCH SURVEY WAS MADE UNDER MY PERSONAL SUPERVISION AND SUPERVISION THAT SUCH SURVEY IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF. THAT PERMANENT REFERENCE MONUMENTS HAVE BEEN PLACED, AS REQUIRED BY LAW, THAT PERMANENT CONTROL POINTS HAVE BEEN SET FOR THE RECORDED BANYAN BAY P.U.D. PHASE 2C, AS APPLICABLE, AND THAT THE SURVEY DATA COMPLETES WITH ALL OF THE REQUIREMENTS OF CHAPTER 17, FLORIDA STATUTES, AND APPLICABLE ORDINANCES OF BANYAN BAY P.U.D. PHASE 2C, AS APPLICABLE.

NAME
FLORIDA SURVEYOR AND MAPPER
REGISTRATION NO. 1108
OFFICIAL SEAL

JOB NUMBER 14-1000
LICENSED SURVEYOR 68 00 100



Sheet 3 of 5



NOTARY PUBLIC NOTARY PUBLIC SURVEYOR



Banyan Bay P.U.D. Phase 2C

Being a parcel of land lying in Lot 6 of the Plat of Miles of Hanson Grant, as recorded in Plat Book 1, Page 11, of the public records of Palm Beach (now Martin) County, Florida.

NOT INCLUDED
CONSERVATION EASEMENT
(O.R.B. 209, PAGE 212)

South River Condominiums (O.R.B. 1218, PAGE 1353)
(IMPROVED)
BEARING: BOUNDARY NORTH 66°12'12" EAST



GRAPHIC SCALE
0 30 60
1" = 30 FEET
Intended display scale
1 inch = 30 feet

SURVEYOR'S NOTES

1. THIS PLAT AS RECORDED IN ITS ORIGINAL FORM IN THE PUBLIC RECORDS IS THE OFFICIAL DESCRIPTION OF THE DESCRIBED LANDS DESCRIBED HEREON AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED OR AUTHORITY BY ANY OTHER FORM OF THIS PLAT, WHETHER GRADING OR NOT.
2. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
3. IT SHALL BE UNLAWFUL TO ALTER THE APPROVED SLOPES, CONTIGUOUS OR CROSS SECTIONS OR TO CHANGELAND, MECHANICALLY OR MANUALLY REMOVE, DAMAGE OR DESTROY ANY PLANTS IN THE OFFICIAL OR UNIMPROVED TRANSFER ZONE BUFFER AREAS OF CONSTRUCTED LANDS EXCEPT UPON THE WRITTEN APPROVAL OF THE COUNTY MANAGEMENT DIRECTOR, AS APPLICABLE. IT IS THE RESPONSIBILITY OF THE OWNER OR PROPERTY OWNERS ASSOCIATION, ITS SUCCESSORS OR ASSIGNS TO MAINTAIN THE REQUIRED BUFFER ZONE AND COVERAGE OF THE RECLAIMED UPLAND AND PLANTED UPLAND AND UPLAND TRANSFER AREAS AND TO ENSURE ONGOING REMOVAL OF PROHIBITED AND NON-PLANTED PLANT SPECIES FROM THESE AREAS CODE 4.04.01.01.
4. BENCHMARKS SHOWN HEREON ARE REFERENCED TO THE SOUTH LINE OF SOUTH RIVER CONDOMINIUMS AND LINE BEARS NORTH IN 1752 EAST.
5. COORDINATES SHOWN HEREON ARE REFERENCED TO THE STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE, NORTH AMERICAN DATUM 1983 ADJUSTMENT OF 2011.
6. IN THE EVENT THAT MARTIN COUNTY DESTROYS THE SURFACE OF A PRIVATE STREET DUE TO MAINTENANCE, REPAIR OR REPLACEMENT OF A PUBLIC IMPROVEMENT LOCATED THEREIN, THEN THE COUNTY SHALL BE RESPONSIBLE FOR RESTORING THE STREET SURFACE ONLY TO THE EXTENT WHICH COULD BE REQUIRED IF THE STREET WERE A PUBLIC STREET, IN ACCORDANCE WITH COUNTY SPECIFICATIONS.

- ### LEGEND
- 1/8" B.T. FROM PINE AND CAP
 - 1/4" B.T. FROM PINE
 - 1/2" B.T. FROM PINE
 - 3/4" B.T. FROM PINE
 - 1" B.T. FROM PINE
 - 1 1/2" B.T. FROM PINE
 - 2" B.T. FROM PINE
 - 3" B.T. FROM PINE
 - 4" B.T. FROM PINE
 - 6" B.T. FROM PINE
 - 8" B.T. FROM PINE
 - 10" B.T. FROM PINE
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 - 34" B.T. FROM PINE
 - 36" B.T. FROM PINE
 - 38" B.T. FROM PINE
 - 40" B.T. FROM PINE
 - 42" B.T. FROM PINE
 - 44" B.T. FROM PINE
 - 46" B.T. FROM PINE
 - 48" B.T. FROM PINE
 - 50" B.T. FROM PINE
 - 52" B.T. FROM PINE
 - 54" B.T. FROM PINE
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JOB NUMBER 18-10304
LICENSED BUSINESS #1108
CCY
INCORPORATED
PROFESSIONAL SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION LB 4156
P.O. BOX 1000, PALM BEACH, FLORIDA 33402
TEL: 561-855-1000 FAX: 561-855-1001
WWW.CCYINC.COM

Sheet 5 of 5

**CONTRACT FOR CONSTRUCTION OF REQUIRED IMPROVEMENTS
AND INFRASTRUCTURE FOR BANYAN BAY PUD PHASE 2C**

THIS CONTRACT, made and entered in this ____ day of _____, 2021, by and between BANYAN BAY MACKS, LLC, a Delaware limited liability company, hereinafter referred to as the "Developer", and MARTIN COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "County";

W I T N E S S E T H:

WHEREAS, the Developer has made application to County for approval and recordation of the plat of Banyan Bay PUD Phase 2C; and

WHEREAS, completion of certain improvements and infrastructure is required prior to plat recordation; and

WHEREAS, Section 4.913.B, Land Development Regulations, Martin County Code, provides that in lieu of completion of the required improvements and infrastructure prior to plat recordation, security may be posted to insure completion.

NOW, THEREFORE, the Developer and County agree as follows:

1. By September 29, 2022, Developer shall complete the required improvements and infrastructure for the above referenced project pursuant to the Phase 2C final site plan approved on September 29, 2020, and construction plans accepted by the County Engineer or his designee, hereinafter referred to as the County Engineer. The itemized list of required improvements and infrastructure is more particularly set forth in Exhibit A, attached hereto and made a part hereof.

2. The Developer shall supply the County with security, in a form acceptable to the Board of County Commissioners, in the amount of \$872,870.00. Said security is attached as Exhibit B, which represents one hundred percent (100%) of the estimated cost of the completion of the required improvements and infrastructure as submitted by a professional engineer licensed in the State of Florida and accepted by the County Engineer and as shown on Exhibit A. The expiration date for any security provided shall be no sooner than fifteen (15) months after the completion date for the required improvements as set forth in Paragraph 1 above, which is comprised of the warranty period plus three months.

3. The required improvements and infrastructure shall be constructed in full compliance with the specifications and requirements of the County under the supervision of Developer's Engineer. When complete, Developer's Engineer shall furnish an Engineer's Certification of Construction Completion to the County Engineer for acceptance.

4. Release of Security

a. Upon receipt of the Engineer's Certification of Construction Completion and a request to release up to ninety percent (90%) of the posted security, the County Engineer will perform a site acceptance inspection of the constructed improvements and infrastructure with the Developer's Engineer. Should it be determined that all improvements and infrastructure are complete and acceptable to the County Engineer, up to ninety percent (90%) of the posted security shall be released accordingly. At the request of the Developer's Engineer in the form of a reduction schedule, partial releases may be authorized by the County Engineer up to ninety percent (90%) of the posted security as work is completed and accepted. The remaining ten percent (10%) shall be held as warranty security.

b. In the event Developer's Engineer and the County Engineer agree that certain "punchlist" items remain outstanding, one hundred percent (100%) of the value of said "punchlist" items shall be added to the ten percent (10%) and included as warranty security.

c. The warranty security shall be held for the additional fifteen (15) months from the date of the site acceptance by the County Engineer, at which time the Developer's Engineer shall request its release and the County Engineer will perform a final inspection. If all improvements and infrastructure, including "punchlist" items, are free of defects due to faulty field engineering, construction, workmanship, or materials, the warranty security shall be released by the County Engineer.

5. In the event said required improvements and infrastructure are not completed by the date set forth in Paragraph 1, or Developer fails to maintain the required security as set forth in Paragraph 2, or the County is advised that the term of the required security will not be extended, County shall have, and is hereby granted, the right to cause the required improvements and infrastructure to be made and to use the security provided herewith for payment of all costs and expenses incurred in the construction thereof, including but not limited to, engineering, legal, and contingent costs. Furthermore, it is agreed by the parties hereto that County shall be reimbursed from the security provided for any damages, either direct or consequential, which the County may sustain as a result of the failure of Developer to carry out and execute all of the provisions of this Contract. County shall have the option to construct and install the required improvements with County employees and equipment, or pursuant to public advertisement and receipt of bids, in the event of Developer's failure or refusal to do so in accordance with the terms of this Contract. In the event that the total costs incurred in construction and full completion of the improvements exceeds the amount of security provided, such additional costs shall be paid by Developer on written demand by the County Engineer.

6. Developer designates the following person as its representative to be contacted and to receive all notices regarding this Contract:

Banyan Bay Macks, LLC
Attn: John Troxell
4750 Owings Mills Boulevard
Owings Mills, Maryland 21117
Ph: 410-356-9900 ext. 231

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

DEVELOPER

WITNESSES:

BANYAN BAY MACKS, LLC,
A DELAWARE LIMITED LIABILITY
COMPANY

Name: _____

BY: _____
JONATHAN C. MAYERS, MANAGER

Name: _____

STATE OF _____
COUNTY OF _____

The foregoing Contract for Construction of Required Improvement and Infrastructure is acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2021, by Jonathan C. Mayers, Manager of BANYAN BAY MACKS, LLC, a Delaware limited liability company, on behalf of the company. He ☐ is personally known to me or has ☐ produced _____ as identification.

NOTARY PUBLIC

(NOTARIAL STAMP)

Name _____
My Commission Expires: _____

COUNTY

ATTEST:

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

Carolyn Timmann, Clerk of the
Circuit Court and Comptroller

By: _____
Stacey Hetherington, Chair

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Krista A. Storey
Senior Assistant County Attorney

This instrument prepared by:
Lucido & Associates
701 SE Ocean Boulevard
Stuart, FL 34994



MARTIN COUNTY ENGINEERING DEPARTMENT ENGINEER'S OPINION OF PROBABLE COST

PROJECT NAME: BANYAN BAY

PHASE/PARCEL/PLAT: PHASE IIC

ITEM	QTY	UNIT	UNIT PRICE	AMOUNT
EARTHWORK/SITEWORK				
a) Mobilization	1	LS	\$10,000.00	10,000.00
b) Clearing, grading and grubbing	13.0	AC	\$3,000.00	39,000.00
c) Excavation (cut)	0	CY	\$7.00	0.00
d) Embankment (fill)	0	CY	\$12.50	0.00
e) Sod and seed/mulch	35,410	SY	\$2.00	70,820.00
f) Concrete disposal	0.0	TN	\$60.00	0.00
g) Erosion control	1	LS	\$3,000.00	3,000.00
h) Fencing/railing	0	LS	\$10,000.00	0.00
i) Materials testing	1	LS	\$1,500.00	1,500.00
			Subtotal	124,320.00
ROADWORK				
a) Asphalt milling, 1" avg.	0	SY	\$1.50	0.00
b) Stabilized subgrade, roll in place	0	SY	\$3.00	0.00
c) Stabilized subgrade, Type B, 12" thick	7,969	SY	\$7.50	59,767.50
d) Paving base, optional base group 6	7,397	SY	\$12.50	92,462.50
e) Paving base, optional base group 9	0	SY	\$15.50	0.00
f) Paving base, other	0	SY	\$0.00	0.00
g) Asphaltic concrete, SP-9.5, 1-1/2" thick	7,397	SY	\$15.00	110,955.00
h) Asphaltic concrete, SP-9.5, 2 1/2" thick	0	SY	\$25.00	0.00
i) Asphaltic concrete, SP-9.5, 3" thick	0	SY	\$30.00	0.00
j) Asphalt overlay, SP-9.5 (<= 150 tons)	0.0	TN	\$150.00	0.00
k) Asphalt overlay, SP-9.5 (> 150 tons)	0.0	TN	\$120.00	0.00
l) Pervious asphalt or concrete	0	SY	\$60.00	0.00
m) Concrete curb & gutters	3,254	LF	\$14.25	46,369.50
q) Sidewalk, 6' wide	1,792	LF	\$25.00	44,800.00
r) Maintenance of traffic (M.O.T.)	0	LS	\$0.00	0.00
			Subtotal	354,354.50
DRAINAGE				
a) Inlets / Manholes (<10' depth)	21	EA	\$3,000.00	63,000.00
b) Inlets / Manholes (10' or > depth)	0	EA	\$4,000.00	0.00
c) Control structures	0	EA	\$6,000.00	0.00
d) Endwalls	0	CY	\$700.00	0.00
e) Rip-rap	0	CY	\$80.00	0.00
f) Storm culvert, 15" dia. or equiv.	0	LF	\$28.00	0.00
g) Storm culvert, 18" dia. or equiv.	713	LF	\$34.00	24,242.00
h) Storm culvert, 24" dia. or equiv.	0	LF	\$48.00	0.00
i) Storm culvert, 30" dia. or equiv.	0	LF	\$65.00	0.00



MARTIN COUNTY ENGINEERING DEPARTMENT



ENGINEER'S OPINION OF PROBABLE COST

j) Storm culvert, 36" dia. or equiv.	<u>875</u>	LF	\$88.00	77,000.00
k) Storm culvert, 48" dia. Or equiv.	<u>0</u>	LF	\$125.00	0.00
l) Exfiltration trench	<u>0</u>	LF	\$100.00	0.00
			Subtotal	164,242.00

UTILITIES

a) Water main, 4"	<u>0</u>	LF	\$13.00	0.00
b) Water main, 6"	<u>0</u>	LF	\$17.50	0.00
c) Water main, 8"	<u>1,749</u>	LF	\$23.50	41,101.50
d) Water main, 10"	<u>0</u>	LF	\$31.25	0.00
e) Water main, 12"	<u>0</u>	LF	\$40.00	0.00
f) Water service, single	<u>2</u>	EA	\$790.00	1,580.00
g) Water service, double	<u>17</u>	EA	\$930.00	15,810.00
h) Fire hydrant assembly	<u>4</u>	EA	\$3,600.00	14,400.00
i) Sewer main, 8" gravity (<=8' depth)	<u>535</u>	LF	\$28.00	14,980.00
j) Sewer main, 8" gravity (<8'-12' depth)	<u>712</u>	LF	\$43.00	30,616.00
k) Sewer main, 8" gravity (<12'-16' depth)	<u>307</u>	LF	\$88.00	27,016.00
l) Sewer main, 8" gravity (<16'-20' depth)	<u>0</u>	LF	\$104.00	0.00
m) Sewer main, force, (4")	<u>0</u>	LF	\$13.50	0.00
n) Sewer manhole (<=8' depth)	<u>4</u>	EA	\$2,900.00	11,600.00
o) Sewer manhole (<8'-12' depth)	<u>7</u>	EA	\$3,850.00	26,950.00
p) Sewer manhole (<12'-16' depth)	<u>3</u>	EA	\$5,500.00	16,500.00
q) Sewer manhole (<16'-20' depth)	<u>0</u>	EA	\$8,800.00	0.00
r) Sewer lateral, single	<u>6</u>	EA	\$900.00	5,400.00
s) Sewer lateral, double	<u>15</u>	EA	\$1,100.00	16,500.00
t) Lift Station	<u>0</u>	EA	\$250,000.00	0.00
u) Directional drill (<= 6" dia.)	<u>0</u>	LF	\$50.00	0.00
v) Directional drill (8"-10" dia.)	<u>0</u>	LF	\$88.00	0.00
w) Directional drill (12" or > dia.)	<u>0</u>	LF	\$140.00	0.00
			Subtotal	\$222,453.50

TRAFFIC

a) Signage	<u>1</u>	LS	\$1,000.00	1,000.00
b) Striping	<u>1</u>	LS	\$1,000.00	1,000.00
c) Control devices (signals)	<u>0</u>	EA	\$0.00	0.00
			Subtotal	\$2,000.00

SURVEY

a) Setting P.C.P.'s	<u>1</u>	LS	\$1,500.00	1,500.00
b) Setting and replacing all P.R.M.'s	<u>1</u>	LS	\$1,500.00	1,500.00
c) Setting all lot corners	<u>1</u>	LS	\$2,500.00	2,500.00
			Subtotal	\$5,500.00



MARTIN COUNTY ENGINEERING DEPARTMENT ENGINEER'S OPINION OF PROBABLE COST



MISCELLANEOUS

a)	<u>0</u>	<u>\$0.00</u>	<u>0.00</u>
b)	<u>0</u>	<u>\$0.00</u>	<u>0.00</u>
c)	<u>0</u>	<u>\$0.00</u>	<u>0.00</u>
	Subtotal		\$0.00

TOTAL ESTIMATED COST OF IMPROVEMENTS **\$872,870.00**

Disclaimer

- 1) Unit prices pre-entered on this spreadsheet reflect Martin County annual requirements contractors' unit prices and should not be modified without the approval of the County Engineer or his designee.

Prepared by:

BLAINE BERGSTRESSER, P.E.

Professional Engineer's Name

Professional Engineer's Signature / Seal



84598

P.E. No.

07/22/2020

Date

KIMLEY-HORN AND ASSOCIATES, INC.

Firm's Name and Licensed Business No. (if applicable)

445 24TH STREET, SUITE 200, VERO BEACH, FL 32960

Firm's Address

772-794-4100

Phone No.

County Engineer's (or designee) Acceptance



MARTIN COUNTY ENGINEERING DEPARTMENT **ENGINEER'S OPINION OF PROBABLE COST**

PROJECT NAME: BANYAN BAY PHASE/PARCEL/PLAT: PHASE IIC

ITEM	QTY	UNIT	UNIT PRICE	AMOUNT
EARTHWORK/SITEWORK				
a) Mobilization	1	LS	\$10,000.00	10,000.00
b) Clearing, grading and grubbing	13.0	AC	\$3,000.00	39,000.00
c) Excavation (cut)	0	CY	\$7.00	0.00
d) Embankment (fill)	0	CY	\$12.50	0.00
e) Sod and seed/mulch	35,410	SY	\$2.00	70,820.00
f) Concrete disposal	0.0	TN	\$60.00	0.00
g) Erosion control	1	LS	\$3,000.00	3,000.00
h) Fencing/railing	0	LS	\$10,000.00	0.00
i) Materials testing	1	LS	\$1,500.00	1,500.00
			Subtotal	124,320.00
ROADWORK				
a) Asphalt milling, 1" avg.	0	SY	\$1.50	0.00
b) Stabilized subgrade, roll in place	0	SY	\$3.00	0.00
c) Stabilized subgrade, Type B, 12" thick	7,969	SY	\$7.50	59,767.50
d) Paving base, optional base group 6	7,397	SY	\$12.50	92,462.50
e) Paving base, optional base group 9	0	SY	\$15.50	0.00
f) Paving base, other	0	SY	\$0.00	0.00
g) Asphaltic concrete, SP-9.5, 1-1/2" thick	7,397	SY	\$15.00	110,955.00
h) Asphaltic concrete, SP-9.5, 2 1/2" thick	0	SY	\$25.00	0.00
i) Asphaltic concrete, SP-9.5, 3" thick	0	SY	\$30.00	0.00
j) Asphalt overlay, SP-9.5 (<= 150 tons)	0.0	TN	\$150.00	0.00
k) Asphalt overlay, SP-9.5 (> 150 tons)	0.0	TN	\$120.00	0.00
l) Pervious asphalt or concrete	0	SY	\$60.00	0.00
m) Concrete curb & gutters	3,254	LF	\$14.25	46,369.50
q) Sidewalk, 6' wide	1,792	LF	\$25.00	44,800.00
r) Maintenance of traffic (M.O.T.)	0	LS	\$0.00	0.00
			Subtotal	354,354.50
DRAINAGE				
a) Inlets / Manholes (<10' depth)	21	EA	\$3,000.00	63,000.00
b) Inlets / Manholes (10' or > depth)	0	EA	\$4,000.00	0.00
c) Control structures	0	EA	\$6,000.00	0.00
d) Endwalls	0	CY	\$700.00	0.00
e) Rip-rap	0	CY	\$80.00	0.00
f) Storm culvert, 15" dia. or equiv.	0	LF	\$28.00	0.00
g) Storm culvert, 18" dia. or equiv.	713	LF	\$34.00	24,242.00
h) Storm culvert, 24" dia. or equiv.	0	LF	\$48.00	0.00
i) Storm culvert, 30" dia. or equiv.	0	LF	\$65.00	0.00



MARTIN COUNTY ENGINEERING DEPARTMENT ENGINEER'S OPINION OF PROBABLE COST

j) Storm culvert, 36" dia. or equiv.	875	LF	\$88.00	77,000.00
k) Storm culvert, 48" dia. Or equiv.	0	LF	\$125.00	0.00
l) Exfiltration trench	0	LF	\$100.00	0.00
			Subtotal	164,242.00

UTILITIES

a) Water main, 4"	0	LF	\$13.00	0.00
b) Water main, 6"	0	LF	\$17.50	0.00
c) Water main, 8"	1,749	LF	\$23.50	41,101.50
d) Water main, 10"	0	LF	\$31.25	0.00
e) Water main, 12"	0	LF	\$40.00	0.00
f) Water service, single	2	EA	\$790.00	1,580.00
g) Water service, double	17	EA	\$930.00	15,810.00
h) Fire hydrant assembly	4	EA	\$3,600.00	14,400.00
i) Sewer main, 8" gravity (<=8' depth)	535	LF	\$28.00	14,980.00
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k) Sewer main, 8" gravity (<12'-16' depth)	307	LF	\$88.00	27,016.00
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n) Sewer manhole (<=8' depth)	4	EA	\$2,900.00	11,600.00
o) Sewer manhole (<8'-12' depth)	7	EA	\$3,850.00	26,950.00
p) Sewer manhole (<12'-16' depth)	3	EA	\$5,500.00	16,500.00
q) Sewer manhole (<16'-20' depth)	0	EA	\$8,800.00	0.00
r) Sewer lateral, single	6	EA	\$900.00	5,400.00
s) Sewer lateral, double	15	EA	\$1,100.00	16,500.00
t) Lift Station	0	EA	\$250,000.00	0.00
u) Directional drill (<= 6" dia.)	0	LF	\$50.00	0.00
v) Directional drill (8"-10" dia.)	0	LF	\$88.00	0.00
w) Directional drill (12" or > dia.)	0	LF	\$140.00	0.00
			Subtotal	\$222,453.50

TRAFFIC

a) Signage	1	LS	\$1,000.00	1,000.00
b) Striping	1	LS	\$1,000.00	1,000.00
c) Control devices (signals)	0	EA	\$0.00	0.00
			Subtotal	\$2,000.00

SURVEY

a) Setting P.C.P.'s	1	LS	\$1,500.00	1,500.00
b) Setting and replacing all P.R.M.'s	1	LS	\$1,500.00	1,500.00
c) Setting all lot corners	1	LS	\$2,500.00	2,500.00
			Subtotal	\$5,500.00



MARTIN COUNTY ENGINEERING DEPARTMENT
ENGINEER'S OPINION OF PROBABLE COST

MISCELLANEOUS

a)		0	\$0.00	0.00
b)		0	\$0.00	0.00
c)		0	\$0.00	0.00
			Subtotal	\$0.00

TOTAL ESTIMATED COST OF IMPROVEMENTS \$872,870.00

****Disclaimer****

- 1) Unit prices pre-entered on this spreadsheet reflect Martin County annual requirements contractors' unit prices and should not be modified without the approval of the County Engineer or his designee.

Prepared by:

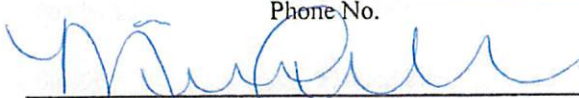


10/08/2020
Date

KIMLEY-HORN AND ASSOCIATES, INC.
Firm's Name and Licensed Business No. (if applicable)

445 24TH STREET, SUITE 200, VERO BEACH, FL 32960
Firm's Address

772-794-4100
Phone No.


County Engineer's (or designee) Acceptance

PERFORMANCE SURETY BOND

Bond No. _____

KNOWN ALL MEN BY THESE PRESENTS:

That BANYAN BAY MACKS, LLC, as Principal, and _____, as Surety, are held and firmly bound unto Martin County Board of County Commissioners, Stuart, Florida, as Oblige, in the sum of \$872,870.00, for the payment of which sum, well and truly to be made, the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

This bond is delivered to Oblige pursuant to Section 4.913.B. of the Martin County Land Development Code and the terms of the Contract for Construction of Required Improvements and Infrastructure for Banyan Bay PUD Phase 2C between the Oblige and the Principal dated _____. As a condition precedent to the Oblige's agreement(s), approval(s), and/or acceptance(s) the Principal is required to deliver a good and sufficient bond to warrant and ensure the performance of the work specified in the Contract for Construction of Required Improvements and Infrastructure for Banyan Bay PUD Phase 2C, and to indemnify and save harmless the Oblige from any and all damages and costs caused by the failure to complete the work and/or project in the manner and within the time period described.

The condition of this obligation is such that if the Principal fully performs its obligations to complete the work described in the Contract for Construction of Required Improvements and Infrastructure for Banyan Bay PUD Phase 2C, as evidenced by written approval of the Oblige in the form required by Section 4.913.B., then this bond shall be void. Otherwise, this bond remains in full force and effect.

The Surety unconditionally agrees that, upon 30 days written notice by the Oblige (or its authorized agent or officer) stating that the Principal has defaulted on its obligations to perform and complete the work described in the Contract for Construction of Required Improvements and Infrastructure for Banyan Bay PUD Phase 2C, the Surety will fully perform and complete the work, pay the costs of doing so, and indemnify, defend and hold harmless the Oblige for any and all damages and costs (including attorneys' fees) incurred as a result of the Principal's default, up to the dollar amount of this bond stated above. If the Surety fails to perform its obligations under this bond, the Oblige shall have the right to resort to any and all legal and equitable remedies against the Principal and the Surety, or either one of them, including, but not limited to, specific performance.

The Surety and the Principal jointly and severally agree that, as an alternative to requiring the Surety to perform and complete the work described in the Contract for Construction of Required Improvements and Infrastructure for Banyan Bay PUD Phase 2C, upon the Principal's default, the Oblige, at its option, shall have the right to perform and complete the work (either

itself or through its agents or contractors). In the event the Obligee elects to exercise this right, the Surety and Principal shall be jointly and severally liable to reimburse the Obligee for all costs of performing and completing such work and indemnify, defend and hold harmless the Obligee for any and all damages and costs (including attorneys' fees) incurred as a result of the Principal's default, up to the dollar amount of this bond stated above.

IN WITNESS WHEREOF, the Principal and Surety have caused this performance bond to be executed by their authorized agents this _____ day of _____, 20____.

SURETY
[INSERT NAME OF SURETY]

PRINCIPAL
BANYAN BAY MACKS, LLC

By: _____
Name: _____
Title: _____

By: _____
Name: Jonathan C. Mayers

Power of Attorney Must be Attached

Title: Manager



lucido&associates

July 28, 2020

HAND DELIVERY

Paul Schilling, Director
Martin County Growth Management Department
2401 SE Monterey Road
Stuart, FL 34996

**Re: Banyan Bay PUD, Phase 2C Plat Application with Certificate of Public Facilities
Exemption (Our ref. #18-387)**

Dear Paul:

On behalf of Banyan Bay Macks, LLC, we are pleased to submit this application for plat approval. As more specifically described in the enclosed project narrative, the final site plan application is pending approval.

With this understanding, please find enclosed the completeness review fee check in the amount of \$290.00, the CD with PDF copies of the application materials, and the original application package containing the following materials (the additional copy of the 24x36 plans will be submitted upon a completeness determination):

- The completed application form;
- Digital submittal affidavit;
- The project narrative;
- Notarized power of attorney by the owner for representation by Lucido & Associates;
- The disclosure of interest affidavit;
- The recorded deed reflecting ownership;
- The no property transfer statement;
- Draft declaration amendment;
- Draft contract for construction of required improvements & infrastructure, including a draft of the engineer's cost estimate;
- Draft performance surety bond;
- The utility service letters;
- Signed & sealed plat checklist certification;
- The proposed plat;
- The signed & sealed boundary survey, and electronic copy of same; and
- The proposed final site plan (pending approval).

Upon your determination of completeness, we will submit the required application fee of \$16,600.00 and the additional set 24x36 plans.

If you have any questions or comments, please do not hesitate to contact me or Shirley Lyders.

Sincerely,

Morris A. Crady, Sr.
Morris A. Crady, AICP
Senior Vice President



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

DEVELOPMENT REVIEW APPLICATION

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A. GENERAL INFORMATION

Type of Application: Plat

Name or Title of Proposed Project: Banyan Bay PUD, Phase 2C

Brief Project Description:

See project narrative

Was a Pre-Application Held? ☐ YES/NO ☐ Pre-Application Meeting Date: N/A

Is there Previous Project Information? ☒ YES/NO ☐

Previous Project Number if applicable: B-082-030

Previous Project Name if applicable: N/A

Parcel Control Number(s)

41-38-41-000-000-00040-0

B. PROPERTY OWNER INFORMATION

Owner (Name or Company): Banyan Bay Macks, LLC

Company Representative: Jon Mayers, Manager

Address: 4750 Owing Mills Blvd.

City: Owing Mills, State: MD Zip: 21117

Phone: 772 220-2100 Email: n/a

C. PROJECT PROFESSIONALS**Applicant (Name or Company):** Same as Owner

Company Representative: _____

Address: _____

City: _____, State: FL Zip: _____

Phone: _____ Email: _____

Agent (Name or Company): LUCIDO & ASSOCIATESCompany Representative: MORRIS A. CRADYAddress: 701 SE OCEAN BOULEVARDCity: STUART, State: FL Zip: 34994Phone: 772-220-2100 Email: MCRADY@LUCIDODESIGN.COM**Contract Purchaser (Name or Company):** N/A

Company Representative: _____

Address: _____

City: _____, State: _____ Zip: _____

Phone: _____ Email: _____

Land Planner (Name or Company): Same as Agent

Company Representative: _____

Address: _____

City: _____, State: _____ Zip: _____

Phone: _____ Email: _____

Landscape Architect (Name or Company): Same as Agent

Company Representative: _____

Address: _____

City: _____, State: _____ Zip: _____

Phone: _____ Email: _____

Surveyor (Name or Company): GCY, Inc.Company Representative: Pete AndersenAddress: P.O. Box 1469City: Palm City, State: FL Zip: 34991Phone: 772-286-8083 Email: petea@gcyinc.com**Civil Engineer (Name or Company):** Kimley HornCompany Representative: Blaine BergstresserAddress: 445 24th StreetCity: Vero Beach, State: FL Zip: 32960Phone: 772-794-4061 Email: blaine.bergstresser@kimley-horn.com

PROJECT PROFESSIONALS CONTINUED**Traffic Engineer (Name or Company):** Same as engineer

Company Representative: _____

Address: _____

City: _____, State: _____ Zip: _____

Phone: _____ Email: _____

Architect (Name or Company): Not Applicable

Company Representative: _____

Address: _____

City: _____, State: _____ Zip: _____

Phone: _____ Email: _____

Attorney (Name or Company): GunsterCompany Representative: Robert S. Raynes, Jr.Address: 800 SE Monterey Commons Blvd., Suite 200City: Stuart, State: FL Zip: 34996Phone: 772 288-1980 Email: RRaynesJr@Gunster.com**Environmental Planner (Name or Company):** EW Consultants, Inc.Company Representative: Paul EzzoAddress: 1000 SE Monterey Commons Blvd, Suite 208City: Stuart, State: FL Zip: 34996Phone: 772-287-8771 Email: pezzo@ewconsultants.com**Other Professional (Name or Company):** Not Applicable

Company Representative: _____

Address: _____

City: _____, State: _____ Zip: _____

Phone: _____ Email: _____

D. Certification by Professionals

Section 10.2.D.7., Article 10, Development Review Procedures, Land Development Regulations (LDR), Martin County Code (MCC) provides the following:

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



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

E. APPLICANT or AGENT CERTIFICATION

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

M. Crady
Applicant Signature

7-28-2020
Date

Morris A. Crady
Printed Name

NOTARY ACKNOWLEDGMENT

STATE OF: FLORIDA COUNTY OF: MARTIN

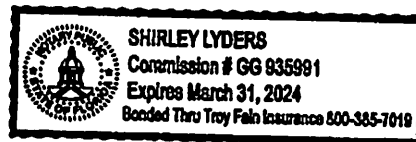
I hereby certify that the foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 28th day of July, 2020, by Morris A. Crady.

He or She ☒ is personally known to me or ☐ has produced _____ as identification.

Shirley Lyders
Notary Public Signature

Printed name

STATE OF: FLORIDA at-large





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

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Digital Submittal Affidavit

I, Morris A. Crady, attest that the electronic version included for the project Banyan Bay PUD Phase 2C Plat is an exact copy of the documents that were submitted for sufficiency, excluding any requested modifications made by the sufficiency review team. All requested modifications, if any, have been completed and are included with the packet.

M A Crady
 Applicant Signature

7-28-2020
 Date

NOTARY ACKNOWLEDGMENT

STATE OF: Florida COUNTY OF: Martin

I hereby certify that the foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 28th day of July, 2020, by Morris A. Crady.

He or She ☒ is personally known to me or ☐ has produced _____ as identification.

Shirley Lyders
 Notary Public Signature

 Printed name

STATE OF: Florida

at-large





PROJECT NARRATIVE

BANYAN BAY PUD Phase 2C Plat Application July 23, 2020

Existing Property Characteristics

The 251-acre (+/-) subject property is an existing residential PUD located between South Kanner Highway and the South Fork of the St. Lucie River in Martin County. Main access to the property is by way of the existing signalized intersection at Kanner Highway (SR 76) and SE Pomeroy Street. The approved PUD Master Plan allows for 305 dwelling units in 5 distinct phases with an overall project completion deadline in 2027.

Final site plan approval of Phase 1 was obtained in 2005 and the Phase 1 plat was approved in 2008. Phase 1 improvements included the construction of the project entrance and infrastructure improvements for 74 single family lots and a recreation building, creation of a Preserve Area Management Plan (PAMP) for the entire site. The recreation building and all lots and homes in Phase 1 have been sold.

Phase 2A, which consists of 111 single family lots, and Phase 2B, which consists of waterfront recreational improvements, have been approved and are under construction in accordance with the 7th PUD Amendment.

Phase 2C, which consists of 48 duplex units, and Phase 3, which consists of 72 multi-family units, have not received final site plan approval but are in compliance with approved PUD timetable of development schedule.

Pending PUD Amendment/Phase 2C Final Site Plan Application

The proposed PUD Amendment is solely limited to reducing the number of units and changing the product type in Phase 2C from 48 duplex units to 36 single family units. No changes to the approved Preserve Area Management Plan, drainage requirements, open space, height or setback requirements are required or proposed. Water and wastewater services will continue to be supplied by Martin County Utilities.

Except for the reduced number of units and change in product type from duplex to single family, the Phase 2C final site plan has been prepared in accordance with all applicable requirements of the PUD special conditions, the Martin County Comprehensive Plan and the Martin County Land Development Regulations.

Proposed Plat Application

The proposed plat application is consistent with the pending PUD Amendment and Phase 2C final site plan application.

***Banyan Bay Macks, LLC
4750 Owings Mills Boulevard
Owings Mills, Maryland 21117***

July 9, 2020

Paul Schilling, Director
Martin County Growth Management Department
2401 S.E. Monterey Road
Stuart, FL 34996

Re: Banyan Bay PUD

Dear Mr. Schilling:

As owner of the above-referenced property, please consider this correspondence as formal authorization for Lucido & Associates to represent Banyan Bay Macks, LLC during the governmental review process of the application.

Sincerely,

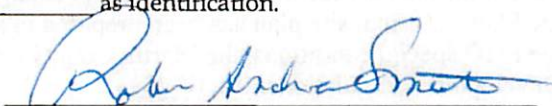
BANYAN BAY MACKS, LLC,
a Delaware limited liability company

By: 
Jonathan C. Mayers, Manager

STATE OF Maryland
COUNTY OF Baltimore

The foregoing was acknowledged before me this 13th day of July, 2020, by JONATHAN C. MAYERS, Manager of BANYAN BAY MACKS, LLC, a Delaware limited liability company, on behalf of the Company. He ☒ is personally known to me or ☐ has produced _____ as identification.

(Notarial Seal)


NOTARY PUBLIC
My Commission Expires: 11-18-2020

Robin Andrea Smith
Notary Public
Baltimore County, Maryland
My Commission Expires
November 18, 2020

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
Banyan Bay Macks, LLC, a Delaware limited liability company	4750 Owings Mills Boulevard Owings Mills, MD 21117

(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
Josh E. Fidler	c/o Chesapeake Realty Partners 4750 Owings Mills Blvd Owings Mills, MD 21117	50%
Lawrence M. Macks	c/o Chesapeake Realty Partners 4750 Owings Mills Blvd Owings Mills, MD 21117	50%

(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

(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 *
B082-039	Same as property owner	Jan. 2020	Rev. master & Ph. 2C FSP	Pending

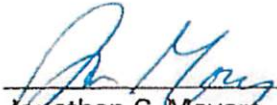
(If more space is needed attach separate sheet)

- 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.

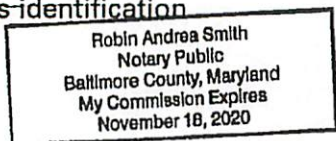
AFFIANT


Jonathan C. Mayers, Manager
Banyan Bay Macks, LLC

STATE OF Maryland
COUNTY OF Baltimore

The foregoing Disclosure of Interest Affidavit was sworn to, affirmed and subscribed before me this 3rd day of July 2019, by JONATHAN C. MAYERS, MANAGER OF BANYAN BAY MACKS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, who is personally known to me or have produced _____

as identification



(Notary Seal)

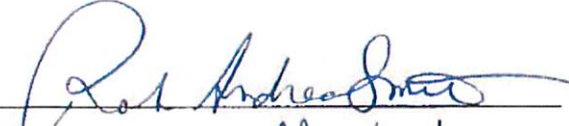

Notary Public, State of Maryland
Print Name: Robin Andrea Smith
My Commission Expires: 11-18-2020

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

**EXHIBIT A
BANYAN BAY PUD, PHASE 2C
LEGAL DESCRIPTION**

Commence at the Northeasterly corner of Banyan Bay P.U.D. (Plat Book 16, Page 75) and the Westerly right-of-way line of State Road No. 76 and the beginning of a non-tangent curve concave to the left having a radius of 5669.58 feet; the chord of which bears North 08°33'30" East, a distance of 272.44 feet; thence along the arc of said curve through a central angle of 02°45'13", a distance of 272.47 feet to the POINT OF BEGINNING; Thence, departing said Westerly right-of-way line, and along the easterly portion of that certain Conservation Easement recorded in Official Record Book 2095, page 252, Public Records of Martin County, Florida the following courses, and non-tangent to the last described curve, North 79°02'28" West, a distance of 108.53 feet; Thence South 80°41'31" West, a distance of 102.43 feet; Thence South 56°07'04" West, a distance of 75.20 feet;

Thence South 79°58'00" West, a distance of 71.60 feet;

Thence North 80°02'11" West, a distance of 105.31 feet;

Thence South 87°33'54" West, a distance of 107.33 feet;

Thence South 83°24'41" West, a distance of 55.21 feet;

Thence North 11°06'01" West, a distance of 39.36 feet;

Thence North 43°08'57" West, a distance of 7.95 feet;

Thence North 60°10'20" West, a distance of 75.58 feet;

Thence North 44°07'50" West, a distance of 67.92 feet;

Thence North 23°38'07" West, a distance of 78.91 feet;

Thence North 44°34'57" West, a distance of 29.99 feet;

Thence North 66°17'32" East, a distance of 80.69 feet;

to the beginning of a non-tangent curve concave to the left having a radius of 50.00 feet; the chord of which bears South 67°29'15" East, a distance of 34.56 feet; thence along the arc of said curve through a central angle of 40°26'28", a distance of 35.29 feet; Thence South 87°42'29" East, a distance of 140.73 feet; to the beginning of a curve concave to the left having a radius of 50.00 feet; the chord of which bears North 60°54'54" East, a distance of 52.07 feet; thence along the arc of said curve through a central angle of 62°45'15", a distance of 54.76 feet; Thence North 29°32'16" East, a distance of 120.22 feet; Thence North 04°31'43" East, a distance of 119.01 feet; Thence North 20°56'43" West, a distance of 83.36 feet;

Thence North 07°11'26" West, a distance of 49.86 feet;

Thence North 13°55'07" East, a distance of 119.90 feet;

Thence North 14°50'04" West, a distance of 211.47 feet;

Thence North 47°25'55" West, a distance of 85.32 feet;

Thence North 66°17'32" East, a distance of 257.68 feet;

Thence South 67°14'56" East, a distance of 56.85 feet;

to the beginning of a curve concave to the left having a radius of 50.00 feet; the chord of which bears North 81°27'08" East, a distance of 51.95 feet; thence along the arc of said curve through a central angle of 62°35'52", a distance of 54.63 feet;

Thence South 72°41'46" East, non-tangent to the last described curve, a distance of 94.11 feet; Thence South 86°57'46" East, a distance of 33.55 feet;

Thence South 39°17'58" East, a distance of 35.60 feet;

Thence South 77°04'42" East, a distance of 70.04 feet;

Thence North 76°22'46" East, a distance of 33.82 feet to the westerly Right of Way of State Road 76 (a 120 foot Right of Way); thence, departing the aforesaid easterly line of that certain Conservation easement, along said Westerly Right of Way, a non-tangent curve concave to the right having a radius of 5669.58 feet; the chord of which bears South 02°15'06" West, a distance of 974.44 feet; thence along the arc of said curve through a central angle of 09°51'35", a distance of 975.65 feet to the POINT OF BEGINNING.

Containing 12.94 acres more or less.

PARCEL I.D. NUMBER 41-38-41-000-000-00040-0

40

Consideration: \$19,000,000.00
 Doc Stamps: \$ 133,000.00

Prepared by and return to:

FELDMAN & MAHONEY, P.A.
 Donna J. Feldman, Esq.
 2240 Belleair Road
 Suite 210
 Clearwater, Florida 33764

Tax Parcel Numbers: Multiple

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED ("Deed") is made as of December 28, 2016, by BANYAN BAY VENTURE I, LLC, a Delaware limited liability company, and BANYAN BAY VENTURE II, LLC, a Delaware limited liability company (collectively, the "Grantor"), each as their interests appear, each of whose address is 7807 Baymeadows Road East, Suite 205, Jacksonville, Florida 32256, in favor of BANYAN BAY MACKS, LLC, a Delaware limited liability company ("Grantee"), whose address is 4750 Owings Mills Boulevard, Owings Mills, Maryland 21117.

WITNESSETH, that Grantor, for and in consideration of the sum of Ten Dollars (\$10.00), and other valuable consideration, lawful money of the United States of America, to it in hand paid by Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed to Grantee, its successors and assigns forever, all of the following described land in Martin County, Florida ("Property"), together with all ways, easements, covenants, benefits, rights of way, agreements, privileges, fixtures, improvements and appurtenances thereunto appertaining:

See Exhibit "A" attached hereto.

TO HAVE AND TO HOLD the Property, with the appurtenances, unto Grantee, its successors and assigns, in fee simple forever;

And Grantor does hereby covenant with Grantee that the Property is free from all liens and encumbrances except those matters set forth on Exhibit "B" attached hereto and incorporated herein by reference (the "Permitted Exceptions");

And Grantor does hereby fully warrant title to the Property unto said Grantee, its successors and assigns, and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but against none other, subject only to the Permitted Exceptions.

[Signatures begin on the following page.]

Page 1 of 9

[Banyan Bay Venture I Signature page to Special Warranty Deed]

IN WITNESS WHEREOF, Grantor has executed this Deed under seal on the date aforesaid.

Signed, sealed and delivered
in the presence of:

Sara G. Zebouni
Signature of Witness #1

SARA G. ZEBOUNI

Typed/Printed Name of Witness #1

Chris O. Bannon
Signature of Witness #2

CHRIS O. BANNON

Typed/Printed Name of Witness #2

BANYAN BAY VENTURE I, LLC,
a Delaware limited liability company

By: Graydon E. Miars
Graydon E. Miars, Vice President

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 14th day of December, 2016, by Graydon E. Miars, as Vice President of Banyan Bay Venture I, LLC, a Delaware limited liability company, on behalf of the company, (check one) ☒ who is personally known to me or ☐ who has produced a _____ as identification.

Sara G. Zebouni
Notary Public, State of Florida

My Commission Expires: 9/8/2020

Affix Notary Seal Below:



[Banyan Bay Venture II Signature page to Special Warranty Deed]

IN WITNESS WHEREOF, Grantor has executed this Deed under seal on the date aforesaid.

Signed, sealed and delivered
in the presence of:

SARA G. ZEBOUNI
Signature of Witness #1

SARA G. ZEBOUNI
Typed/Printed Name of Witness #1

CHRIS O. RANNON
Signature of Witness #2

CHRIS O. RANNON
Typed/Printed Name of Witness #2

BANYAN BAY VENTURE II, LLC,
a Delaware limited liability company

By: [Signature]
Graydon E. Miars, Vice President

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 14th day of December, 2016, by Graydon E. Miars, as Vice President of Banyan Bay Venture II, LLC, a Delaware limited liability company, on behalf of the company, (check one) ☒ who is personally known to me or ☐ who has produced a _____ as identification.

[Signature]
Notary Public, State of Florida
My Commission Expires: 9/8/2020
Affix Notary Seal Below:



Exhibit "A"
Property

PARCEL 1:

A PARCEL OF LAND LYING PARTIALLY IN LOT 6 AND PARTIALLY IN LOT 7 OF THE COMMISSIONER'S SUBDIVISION OF THE MILES OR HANSON GRANT AS RECORDED IN PLAT BOOK 1, PAGE 11, PALM BEACH COUNTY, NOW MARTIN COUNTY, FLORIDA, PUBLIC RECORDS, AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE ABOVE DESCRIBED LOT 7, THENCE PROCEED SOUTH 66° 37' 10" WEST ALONG THE SOUTH LINE OF LOT 7 FOR A DISTANCE OF 206.38 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 76 AND THE POINT OR PLACE OF BEGINNING; (1) THENCE CONTINUE SOUTH 66° 37' 10" WEST, ALONG THE SOUTH LINE OF SAID LOT 7 FOR A DISTANCE OF 1316.00 FEET TO A POINT; (2) THENCE PROCEED NORTH 23° 22' 50" WEST FOR A DISTANCE OF 1900.00 FEET TO A POINT; (3) THENCE PROCEED NORTH 66° 37' 10" EAST FOR A DISTANCE OF 2892.17 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 76, SAID POINT BEING ON A CURVE CONCAVE TO THE WEST AND SAID CURVE HAVING A RADIUS OF 5679.65 FEET; (4) THENCE PROCEED SOUTHERLY ALONG THE ARC OF SAID CURVE AND ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD NO. 76, THROUGH A CENTRAL ANGLE OF 18° 23' 09", FOR A DISTANCE OF 1822.56 FEET TO THE END OF SAID CURVE; (5) THENCE PROCEED SOUTH 23° 02' 30" WEST ALONG THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 76 FOR A DISTANCE OF 660.15 FEET TO THE POINT OR PLACE OF BEGINNING.

PARCEL 2:

A PARCEL OF LAND LYING PARTIALLY IN LOT 6 AND PARTIALLY IN LOT 7 OF THE COMMISSIONER'S SUBDIVISION OF THE MILES OR HANSON GRANT AS RECORDED IN PLAT BOOK 1, PAGE 11, PALM BEACH COUNTY, NOW MARTIN COUNTY, FLORIDA, PUBLIC RECORDS, AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE ABOVE DESCRIBED LOT 7; THENCE PROCEED SOUTH 66° 37' 10" WEST ALONG THE SOUTH LINE OF LOT 7 FOR A DISTANCE OF 206.38 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 76; THENCE PROCEED NORTH 23° 02' 30" EAST ALONG THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 76 FOR A DISTANCE OF 660.15 FEET TO A POINT OF CURVE TO THE LEFT, SAID CURVE BEING CONCAVE TO THE WEST AND HAVING A RADIUS OF 5679.65 FEET; THENCE PROCEED NORTHERLY ALONG THE ARC OF SAID CURVE AND ALONG THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 76 THROUGH A CENTRAL ANGLE OF 18° 23' 09" FOR A DISTANCE OF 1822.56 FEET TO THE POINT OR PLACE OF BEGINNING; (1) THENCE PROCEED SOUTH 66° 37' 10" WEST ALONG A LINE PARALLEL TO AND 1900 FEET NORTHERLY OF, AS MEASURED PERPENDICULAR TO, THE SOUTH LINE OF THE ABOVE DESCRIBED LOT 7 FOR A DISTANCE OF 4067.56 FEET TO THE EASTERLY SHORE OF THE SOUTH FORK OF THE ST. LUCIE RIVER; THENCE PROCEED ALONG THE SHORE OF SAID RIVER OF THE FOLLOWING BEARINGS AND DISTANCES; (2) NORTH 00° 25' 55" WEST FOR 111.67 FEET; (3) NORTH 05° 00' 38" WEST FOR 100.33 FEET; (4) NORTH 07° 16' 55" WEST FOR 100.07 FEET; (5) NORTH 10° 43' 57" WEST FOR 100.02 FEET; (6) NORTH 10° 09' 01" WEST FOR 100.01 FEET; (7) NORTH 23° 40' 31" WEST FOR 103.07 FEET; (8) NORTH 24° 52' 45" WEST FOR 92.54 FEET; (9) NORTH 27° 22' 34" WEST FOR 100.60 FEET; (10) NORTH 31° 55' 43" WEST FOR 100.04 FEET; (11) NORTH 41° 36' 39" WEST FOR 26.79 FEET AND THE END OF SAID RIVER SHORE TRAVERSE; (12) THENCE PROCEED NORTH 66° 37' 10" EAST ALONG A LINE PARALLEL TO AND 909.45 FEET NORTHERLY OF, AS MEASURED PERPENDICULAR TO THE LINE DESCRIBED IN CALL NO. 1 FOR A DISTANCE OF 4339.96 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 76 SAID POINT BEING ON A CURVE CONCAVE TO THE WEST AND SAID CURVE HAVING A RADIUS OF 5679.65 FEET; (13) THENCE PROCEED SOUTHERLY ALONG THE ARC OF SAID CURVE AND ALONG

THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 76 THROUGH A CENTRAL ANGLE OF 09° 58' 58" FOR A DISTANCE OF 989.58 FEET TO THE POINT OR PLACE OF BEGINNING.

PARCEL 3:

A PARCEL OF LAND LYING AND BEING IN LOT 7 OF THE COMMISSIONER'S SUBDIVISION OF THE MILES OR HANSON GRANT AS RECORDED IN PLAT BOOK 1, PAGE 11, PALM BEACH COUNTY, NOW MARTIN COUNTY, FLORIDA, PUBLIC RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 7, THENCE PROCEED SOUTH 66° 37' 10" WEST ALONG THE SOUTH LINE OF THE HANSON GRANT FOR A DISTANCE OF 1522.38 FEET TO THE POINT OR PLACE OF BEGINNING; (1) THENCE PROCEED NORTH 23° 22' 50" WEST FOR A DISTANCE OF 1900.00 FEET TO A POINT; (2) THENCE PROCEED SOUTH 66° 37' 10" WEST FOR A DISTANCE OF 1175.39 FEET TO A POINT ON THE APPROXIMATE MEAN HIGH WATER LINE OF THE ST. LUCIE RIVER; (3) THENCE MEANDER SOUTHERLY ALONG THE APPROXIMATE MEAN HIGH WATER LINE OF THE ST. LUCIE RIVER ON THE FOLLOWING BEARINGS AND DISTANCES; THENCE SOUTH 01° 29' 55" EAST FOR 89.15 FEET; THENCE SOUTH 02° 21' 15" EAST FOR 100.08 FEET; THENCE SOUTH 13° 11' 34" EAST FOR 30.80 FEET; THENCE SOUTH 00° 53' 11" EAST FOR 70.01 FEET; THENCE SOUTH 00° 31' 07" WEST FOR 100.00 FEET; THENCE SOUTH 04° 39' 00" WEST FOR 109.54 FEET; THENCE SOUTH 15° 58' 58" WEST FOR 95.04 FEET; THENCE SOUTH 21° 01' 09" WEST FOR 87.60 FEET; THENCE SOUTH 34° 40' 17" WEST FOR 185.40 FEET; THENCE SOUTH 42° 56' 04" WEST FOR 49.64 FEET; THENCE SOUTH 10° 24' 51" EAST FOR 24.84 FEET; THENCE SOUTH 65° 36' 31" EAST FOR 22.52 FEET; THENCE NORTH 41° 57' 34" EAST FOR 15.33 FEET; THENCE NORTH 19° 32' 32" EAST FOR 15.87 FEET; THENCE NORTH 84° 23' 41" EAST FOR 35.73 FEET; THENCE SOUTH 47° 30' 15" EAST FOR 31.23 FEET; THENCE SOUTH 05° 15' 53" WEST FOR 85.88 FEET; THENCE SOUTH 01° 47' 58" WEST FOR 109.63 FEET; THENCE SOUTH 06° 51' 17" EAST FOR 101.72 FEET; THENCE SOUTH 29° 58' 59" WEST FOR 52.21 FEET; THENCE SOUTH 41° 55' 21" WEST FOR 165.69 FEET; THENCE SOUTH 52° 25' 30" WEST FOR 70.37 FEET; THENCE SOUTH 56° 40' 04" WEST FOR 66.19 FEET; THENCE SOUTH 06° 39' 57" WEST FOR 58.32 FEET; THENCE SOUTH 17° 41' 50" WEST FOR 44.21 FEET; THENCE SOUTH 04° 41' 51" WEST FOR 10.75 FEET; THENCE SOUTH 25° 58' 39" EAST FOR 50.16 FEET; THENCE SOUTH 42° 57' 56" EAST FOR 51.19 FEET; THENCE SOUTH 20° 30' 36" WEST FOR 27.61 FEET TO A POINT IN THE CENTERLINE OF A CREEK SHOWN AS POINTE LAGOON CREEK; (4) THENCE MEANDER GENERALLY SOUTHEASTERLY ALONG THE CENTERLINE OF SAID POINTE LAGOON CREEK TO THE POINT OF INTERSECTION OF SAID CENTERLINE AND THE SOUTH LINE OF THE HANSON GRANT; (5) THENCE PROCEED NORTH 66° 37' 10" EAST ALONG THE SOUTH LINE OF THE HANSON GRANT FOR A DISTANCE OF 1639.03 FEET TO THE POINT OR PLACE OF BEGINNING.

LESS AND EXCEPT:

THAT PART OF LOTS 6 AND 7, ACCORDING TO THE PLAT OF MILES OR HANSON GRANT, AS RECORDED IN PLAT BOOK 1, PAGE 11, PUBLIC RECORDS OF PALM BEACH (NOW MARTIN) COUNTY, FLORIDA, LYING WESTERLY OF STATE ROAD 76, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID LOT 7; THENCE RUN SOUTH 66° 11' 42" WEST ALONG THE SOUTH LINE OF SAID LOT 7 A DISTANCE OF 206.38 FEET TO THE WESTERLY EXISTING RIGHT OF WAY LINE FOR STATE ROAD 76; THENCE NORTH 22° 45' 25" EAST ALONG SAID EXISTING RIGHT OF WAY LINE, A DISTANCE OF 193.93 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 22° 45' 25" EAST ALONG SAID EXISTING RIGHT OF WAY LINE A DISTANCE OF 467.25 FEET TO A POINT OF CURVATURE WITH A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 5679.58 FEET AND A CHORD WHICH BEARS NORTH 08° 34' 42" EAST; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE AND SAID EXISTING RIGHT OF WAY LINE FOR STATE ROAD 76 SUBTENDED BY A CENTRAL ANGLE OF 28° 21' 26", A DISTANCE

OF 2810.98 FEET TO A LINE PARALLEL WITH AND 2809.45 FEET NORTH OF AS MEASURED AT RIGHT ANGLES TO THE SOUTH LINE OF LOTS 6 AND 7; THENCE SOUTH $66^{\circ} 11' 42''$ WEST ALONG SAID PARALLEL LINE A DISTANCE OF 3.27 FEET TO A POINT ON A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 5669.58 FEET AND A CHORD WHICH BEARS $S 06^{\circ} 19' 23''$ W; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, SUBTENDED BY A CENTRAL ANGLE OF $23^{\circ} 34' 03''$ A DISTANCE OF 2332.07 FEET TO A PROPOSED ENTRANCE ROAD IN THE PROPOSED SUBDIVISION OF BANYAN BAY; THENCE SOUTH $63^{\circ} 24' 50''$ WEST, A DISTANCE OF 35.54 FEET; THENCE SOUTH $18^{\circ} 56' 31''$ WEST, A DISTANCE OF 100.00 FEET; THENCE SOUTH $25^{\circ} 49' 30''$ EAST, A DISTANCE OF 35.63 FEET TO A POINT ON A CURVE CONCENTRIC WITH THE LAST DESCRIBED CURVE, HAVING A RADIUS OF 5669.58 FEET AND A CHORD WHICH BEARS SOUTH $21^{\circ} 11' 35''$ WEST; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, SUBTENDED BY A CENTRAL ANGLE OF $03^{\circ} 07' 39''$ A DISTANCE OF 309.47 FEET TO A POINT OF TANGENCY WITH A LINE PARALLEL WITH AND 10.00 FEET WEST OF, AS MEASURED AT RIGHT ANGLES TO SAID WESTERLY EXISTING RIGHT OF WAY FOR STATE ROAD 76; THENCE SOUTH $22^{\circ} 45' 25''$ WEST ALONG SAID PARALLEL LINE A DISTANCE OF 481.80 FEET; THENCE SOUTH $67^{\circ} 14' 35''$ EAST, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

AND

THAT PART OF LOT 7 OF THE COMMISSIONER'S SUBDIVISION OF THE MILES OR HANSON GRANT, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 1, PAGE 11, OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED IN O.R. BOOK 716, PAGE 119, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID LOT 6; THENCE SOUTH $66^{\circ} 11' 42''$ WEST ALONG THE SOUTHERLY LINE FOR SAID LOT 6, A DISTANCE OF 206.38 FEET TO THE WESTERLY EXISTING RIGHT OF WAY LINE FOR STATE ROAD 76 (KANNER HIGHWAY) AND THE POINT OF BEGINNING; THENCE NORTH $22^{\circ} 45' 25''$ EAST ALONG SAID WESTERLY EXISTING RIGHT OF WAY LINE, A DISTANCE OF 193.93 FEET; THENCE NORTH $67^{\circ} 14' 35''$ WEST, A DISTANCE OF 10.00 FEET; THENCE SOUTH $22^{\circ} 45' 25''$ WEST A DISTANCE OF 204.49 FEET TO A POINT ON THE SOUTHERLY LINE FOR SAID LOT 7; THENCE NORTH $66^{\circ} 11' 42''$ EAST ALONG SAID LOT LINE, A DISTANCE OF 14.34 FEET TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPT:

BEING A PARCEL OF LAND LYING IN LOT 6 OF THE COMMISSIONER'S SUBDIVISION OF THE MILES OR HANSON GRANT, AS RECORDED IN PLAT BOOK 1, PAGE 11, OF THE PUBLIC RECORDS OF PALM BEACH (NOW MARTIN) COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF LOT 7 OF THE COMMISSIONER'S SUBDIVISION OF THE MILES OR HANSON GRANT, AS RECORDED IN PLAT BOOK 1, PAGE 11, OF THE PUBLIC RECORDS OF PALM BEACH (NOW MARTIN) COUNTY, FLORIDA; THENCE ALONG THE EASTERLY LINE OF SAID LOT 7 NORTH $23^{\circ} 42' 28''$ WEST, A DISTANCE OF 210.26 FEET TO AN INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD 76; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE NORTH $22^{\circ} 43' 24''$ EAST, A DISTANCE OF 380.43 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE LEFT HAVING A RADIUS OF 5669.58 FEET; THE CHORD OF WHICH BEARS NORTH $18^{\circ} 12' 59''$ EAST; THENCE ALONG THE ARC OF SAID CURVE AND SAID WESTERLY RIGHT-OF-WAY LINE THROUGH A CENTRAL ANGLE OF $09^{\circ} 00' 50''$, A DISTANCE OF 891.95 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE NORTH $31^{\circ} 48' 03''$ WEST, A DISTANCE OF 42.16 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE NORTHWEST, THE CHORD OF WHICH BEARS NORTH $12^{\circ} 48' 17''$ EAST, A DISTANCE OF 118.99 FEET AND HAVING A RADIUS OF 5639.58 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF $01^{\circ} 12' 32''$, A DISTANCE OF 119.00 FEET; THENCE NORTH $57^{\circ} 32' 04''$ EAST, NON-TANGENT TO LAST DESCRIBED CURVE, A DISTANCE OF 24.57 FEET TO THE BEGINNING OF A

NON-TANGENT CURVE, CONCAVE TO THE NORTHWEST, THE CHORD OF WHICH BEARS NORTH 10° 43' 23" EAST, A DISTANCE OF 257.13 FEET AND HAVING A RADIUS OF 5657.08 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 02° 36' 16" , A DISTANCE OF 257.15 FEET; THENCE SOUTH 76° 52' 32" EAST, NON-TANGENT TO LAST DESCRIBED CURVE, A DISTANCE OF 12.53 FEET TO A POINT ON THE AFOREMENTIONED WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD 76 AND THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE NORTHWEST, THE CHORD OF WHICH BEARS SOUTH 11° 34' 09" WEST, A DISTANCE OF 423.56 FEET AND HAVING A RADIUS OF 5669.58 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 04° 16' 49" , A DISTANCE OF 423.46 FEET TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPT FROM ALL OF THE ABOVE:

ALL OF THOSE LANDS SHOWN ON THE PLAT OF BANYAN BAY PUD PHASE 1, AS RECORDED IN PLAT BOOK 16, PAGE 75, AS AFFECTED BY RESOLUTION NO. 08-5.32, RECORDED IN OFFICIAL RECORDS BOOK 2350, PAGE 1342, ALL OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.

PARCEL 4:

ALL THOSE LANDS SHOWN ON THE PLAT OF BANYAN BAY PUD PHASE 1, AS RECORDED IN PLAT BOOK 16, PAGE 75, AS AFFECTED BY RESOLUTION NO. 08-5.32, RECORDED IN OFFICIAL RECORDS BOOK 2350, PAGE 1342, OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.

Exhibit "B"
Permitted Exceptions

1. Taxes and assessments for the year 2017 and subsequent years, which are not yet due and payable.
2. Resolution NO. 04-11.4 (Regarding Change in Zoning District Classification) recorded December 14, 2004, in Official Records Book 1963, Page 1085; Banyan Bay Planned Unit Development Zoning Agreement recorded February 4, 2005, in Official Records Book 1979, Page 2199; Resolution Number 05-9.3 (Regarding Final Site Plan Approval for Banyan Bay PUD, Phase 1 with a Certificate of Public Facilities Reservation) recorded December 2, 2005, in Official Records Book 2088, Page 1069; Martin County Florida Development Order Change (Administrative Amendment Regarding Revised Master Site Plan and Revised Final Site Plan for Banyan Bay PUD, Phase 1) recorded September 28, 2006, in Official Records Book 2183, Page 2378; Martin County, Florida Development Order Change Regarding Second Amendment to the Banyan Bay PUD Agreement to Allow Phase 1 Plat Approval recorded August 8, 2008, in Official Records Book 2344, Page 2254; Third Amendment to Banyan Bay Planned Unit Development Zoning Agreement recorded July 23, 2009, in Official Records Book 2402, Page 2289; Fourth Amendment to Banyan Bay Planned Unit Development Zoning Agreement recorded May 10, 2011, in Official Records Book 2516, Page 2235; Fifth Amendment to Banyan Bay Planned Unit Development Zoning Agreement, recorded October 18, 2013 in Official Records Book 2682, Page 2387; Development Order - Resolution Number 16-5.17 Regarding a Revised Phase 1 Final Site Plan Approval for Banyan Bay PUD With a Certificate of Public Facilities Exemption recorded July 22, 2016, in Official Records Book 2868, Page 697; and Sixth Amendment to Banyan Bay Planned Unit Development Zoning Agreement, recorded July 22, 2016, in Official Records Book 2868, Page 708.
3. Proprietary Deed of Conservation Easement granted to the South Florida Water Management district by instrument recorded January 27, 2005, in Official Records Book 1976, Page 1975.
4. Water and Wastewater Service Agreement as set forth in instrument recorded December 9, 2005, in Official Records Book 2091, Page 230.
5. Deed of Conservation Easement granted to the South Florida Water Management District by instrument recorded December 21, 2005, in Official Records Book 2095, Page 252.
6. Reclaimed Water Agreement for Irrigation Quality Reuse as set forth in instrument recorded June 9, 2006, in Official Records Book 2151, Page 985.
7. Perpetual Easement granted to the State of Florida Department of Transportation by instrument recorded September 24, 2007, in Official Records Book 2280, Page 1385.
8. Restrictions, dedications, conditions, reservations, easements and other matters shown on the Plat of BANYAN BAY PUD PHASE 1, as recorded in Plat book 16, Page 75; as affected by Resolution No. 08-5.32 recorded September 12, 2008, in Official Records Book 2350, Page 1342.
9. Utility Easement granted to Martin County by instrument recorded September 12, 2008, in Official Records Book 2350, Page 1343; and re-recorded September 23, 2008, in Official Records Book 2351, Page 2629; and together with Resolution No. 08-5.31 recorded September 12, 2008, in Official Records Book 2350, Page 1341.
10. Declaration of Covenants, Conditions and Restrictions for Banyan Bay, which contains

provisions for a private charge or assessments, recorded September 12, 2008, in Official Records Book 2350, Page 1346; as amended by First Amendment to Declaration recorded in Official Records Book 2429, Page 1497.

11. Assignment of Developer Rights and Assumption Agreement between Banyan Bay Development Corporation, a Florida corporation, and Banyan Bay Land, LLC, a Florida limited liability company, recorded December 23, 2009, in Official Records Book 2429, Page 1474, as further assigned by that Assignment of Developer Rights and Assumption Agreement, recorded on January 10, 2012 in Official Records Book 2555, Page 69, and assigned to Grantee concurrent herewith.

12. Assignment and Assumption of Development Rights between Banyan Bay Development Corporation, a Florida corporation and Banyan Bay Land, LLC, recorded December 23, 2009, in Official Records Book 2429, Page 1486, as affected by that certain Assignment and Assumption of Development Rights, recorded January 10, 2012 in Official Records Book 2555, Page 78, as further affected by assignment to Grantee concurrent herewith.

13. Utility Easement in favor of City of Stuart recorded in Official Records Book 2516, Page 124.

14. Assignment and Assumption S.R. 76 Agreement, recorded on January 10, 2012 in Official Records Book 2555, Page 91, as assigned to Grantee concurrent herewith.

15. Temporary Easement as set forth and described in that certain Order of Taking, contained in the Notice of Appeal of a Non-Final Order, recorded in Official Records Book 2794, Page 2600.

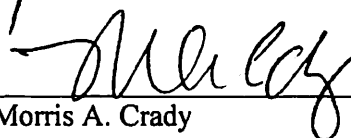
16. Perpetual Easement as set forth and described in that certain Order of Taking, contained in the Notice of Appeal of a Non-Final Order, recorded in Official Records Book 2794, Page 2600.

17. Unrecorded Stockpile License Agreement by and between Grantor and the Florida Department of Transportation dated November 12, 2015, as assigned to Grantee concurrent herewith.

NOTE: All recording references refer to the public records of Martin County, Florida.

To the best of my knowledge and belief, there has been no transfer of the Phase 2C subject property since the Special Warranty Deed into Banyan Bay Macks, LLC was recorded in the Martin County Public Records.

DATED THIS 28th DAY OF July, 2020.

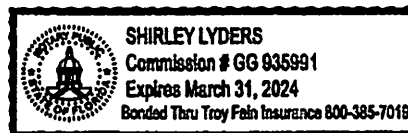

Morris A. Crady

STATE OF FLORIDA
COUNTY OF MARTIN

THE FOREGOING WAS ACKNOWLEDGED BEFORE ME BY MEANS OF ☒ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS 28th DAY OF July, 2020 BY MORRIS A. CRADY, WHO ☒ IS PERSONALLY KNOWN TO ME OR ☐ HAS PRODUCED _____ AS IDENTIFICATION.


NOTARY PUBLIC

MY COMMISSION EXPIRES:





**TRANSMITTAL
(VIA HAND DELIVERY)**

Date:	September 1, 2020		
To:	Peter Walden Martin County Growth Management Dept.		
From:	Shirley Lyders		
Subject:	Banyan Bay PUD Phase 2C Plat (Martin County Project #B082-041)	Project No.	18-387

Pursuant to Article 10.6.B of the Development Review Procedures, attached is the certification regarding the posting of the project sign and map showing its location for your records.


Doug Fitzwater
220 Hibiscus Avenue
Stuart, FL 34996

Mr. Morris Crady
Lucido & Associates
701 SE Ocean Blvd.
Stuart, FL 34994

Notice Development Application
Banyan Bay PUD Phase 2C Plat
File Number B082-041

Dear Mr. Crady:

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

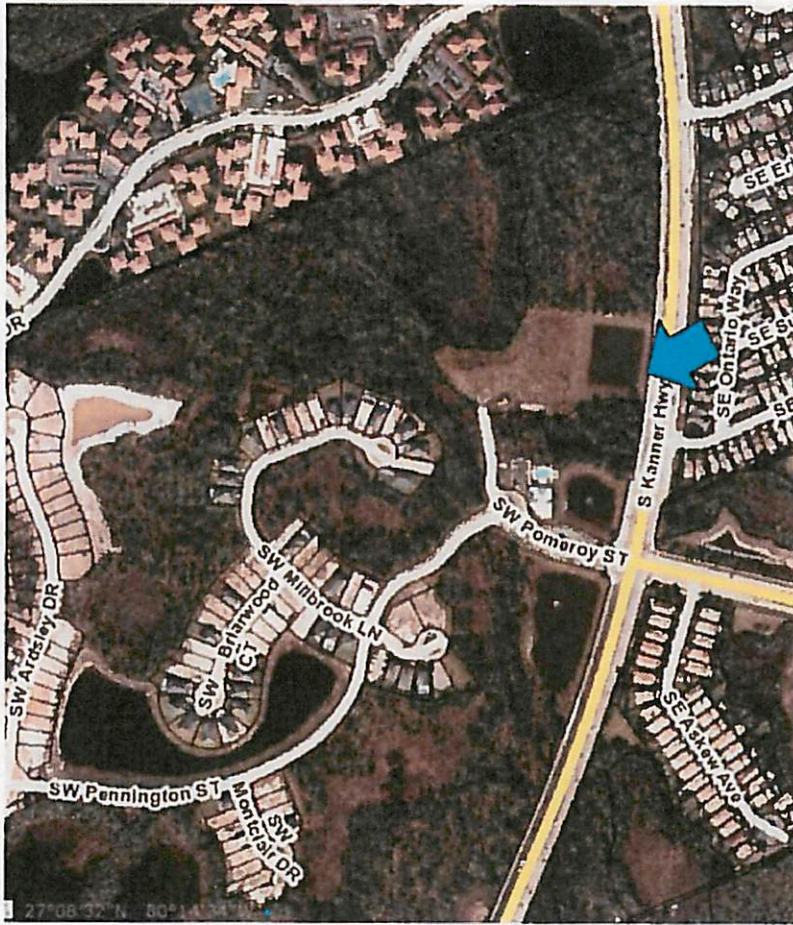

Doug Fitzwater

State of Florida
County of Martin

THE FOREGOING WAS ACKNOWLEDGED BEFORE ME BY MEANS OF ☒ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS 31st DAY OF August, 2020 BY Doug Fitzwater, WHO ☒ IS PERSONALLY KNOWN TO ME OR ☐ HAS PRODUCED _____ AS IDENTIFICATION.


Notary Public, State of Florida
MY COMMISSION EXPIRES





Sign Location



Side One
Sign Photograph



Side Two
Sign Photograph

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

[blank space above reserved for recording information]

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA
DEVELOPMENT ORDER**

RESOLUTION NUMBER _____

**[REGARDING DENIAL OF PLAT
FOR BANYAN BAY PHASE 2C]**

WHEREAS, this Board has made the following determinations of fact:

1. Banyan Bay Macks, LLC, submitted an application for plat approval for the Banyan Bay Phase 2C project, located on lands legally described in Exhibit A, attached hereto.
2. This Board considered such application at a public meeting on April 27, 2021.
3. At the public meeting, all interested parties were given an opportunity to be heard.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MARTIN COUNTY, FLORIDA, THAT:

A. The request for plat approval for Banyan Bay Phase 2C project is denied, for the following XXXX.

B. This resolution shall be recorded in the public records of Martin County. A copy of this resolution shall be forwarded to the applicant(s) by the Growth Management Department subsequent to recording.

DULY PASSED AND ADOPTED THIS ____ DAY OF April, 2021.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

BY: _____
CAROLYN TIMMANN
CLERK OF THE CIRCUIT COURT
AND COMPTROLLER

BY: _____
STACEY HETHERINGTON, CHAIR

APPROVED AS TO FORM & LEGAL SUFFICIENCY:

Peter W. Walden
Principal Planner
Martin County Growth Management Department
pwalden@martin.fl.us Office 772-219-4923
 2401 SE Monterey Road Stuart, FL 34996

COUNTY
 EXHIBIT # 2

Experience

Public Sector Work History

Principal Planner, Martin County, FL

2018- present

- Project Coordinator- development application and land development regulation review
- Project Coordinator for all County projects for development review.
- Manage and process all zoning variances.
- Provide assistance with building permitting and zoning inquiries.
- Draft Land Development Regulation amendments.

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.

Private Sector Work History

- Over 20 years' experience in community development and home construction including landscape design and construction, infrastructure development and vertical construction.

Education & Certifications

Florida Atlantic University, Boca Raton, FL

B.P.M. Bachelor of Public Management (Administration), minor in Geography, Magna Cum Laude

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

Indian River State College, Stuart, FL

A.A, Environmental Science, Magna Cum Laude

Government Internship, Town of Jupiter, FL. 2011 Planning and Zoning, Business Development

Member of the American Planning Association

FILED FOR RECORD
 COMMISSION RECORDS
 MARTIN COUNTY, FL
 Date 4/27/2021 Time 11:45
 CAROLYN TIMMANN
 CLERK OF CIRCUIT COURT
 By WAV D.C.