BOARD OF COUNTY COMMISSIONERS

FINAL AGENDA
5/3/22 9:00 AM

BOCC MEETING AGENDA
COMMISSION CHAMBERS
2401 SE MONTEREY ROAD, STUART, FLORIDA 34996

COUNTY COMMISSIONERS
Doug Smith, Chairman
Edward V. Ciampi, Vice Chairman
Stacey Hetherington
Harold E. Jenkins II
Sarah Heard

Taryn Kryzda, County Administrator
Sarah W. Woods, County Attorney
Carolyn Timmann, Clerk of the Circuit Court and Comptroller

PRESETS

9:05 AM - Public Comment
5:05 PM - Public Comment

CALL TO ORDER

1. INVOCATION ~ Moment of Silence
2. PLEDGE OF ALLEGIANCE
3. ADDITIONAL ITEMS
4. APPROVAL OF AGENDA
5. APPROVAL OF CONSENT AGENDA

Consent Agenda items are considered routine and are enacted by one motion and will have no action noted, but the "Recommendation" as it appears on the Board item is the approved action.

PROCLAMATIONS AND SPECIAL PRESENTATIONS

PROC-1 PRESENTATION BY SHERIFF WILLIAM D. SNYDER

The Sheriff has prepared a presentation for the Board's input regarding the possible procurement and implementation of body-worn cameras by the Martin County Sheriff's Office.

Agenda Item: 22-0745

PROC-2 PRESENT PROCLAMATIONS PREVIOUSLY APPROVED VIA THE CONSENT AGENDA

The Chairman will present proclamations declaring Hurricane Preparedness Week, Foster Care Awareness Month, Mental Health Awareness Month, and Stamp Out Hunger Day in Martin County, Florida.

Agenda Item: 22-0684

COMMENTS

1. PUBLIC - PLEASE LIMIT COMMENTS TO THREE MINUTES.
2. COMMISSIONERS
3. COUNTY ADMINISTRATOR

CONSENT

ADMINISTRATION

CNST-1 CONTRACTS THAT MEET THE THRESHOLD FOR BOARD APPROVAL

This item is a placeholder on all Board meeting agendas to streamline the process for items that meet the Board approval threshold. Specific items requiring approval, if any, will be provided by Supplemental Memorandum. If there are no items, a Supplemental Memorandum will not be attached.

Agenda Item: 22-0519

Supplemental Memorandum (2 items)

CNST-2 BOARD OF COUNTY COMMISSIONERS' APPROVAL OF WARRANT LIST FOR DISBURSEMENT VIA CHECKS AND ELECTRONIC PAYMENTS TO COMPLY WITH STATUTORY REQUIREMENTS

Pursuant to Chapter 136.06, Florida Statutes, checks and electronic payments issued by the Board of County Commissioners are to be recorded in the Board meeting minutes. In compliance with statutory requirements, the Warrant List is added to the Consent Agenda for approval by the Board of County Commissioners. This Warrant List is for disbursements made between April 5, 2022 and April 18, 2022. Additional details related to these disbursements may be viewed in the office of the Martin County Clerk of Court and Comptroller or on the Clerk's website.

Agenda Item: 22-0023

CNST-3 CONSIDERATION OF A POLICY CHANGE TO PROCLAMATIONS THAT RECOGNIZE FOR PROFIT BUSINESSES

On April 5, 2022 the Martin County Board of County Commissioners (BCC) requested that staff return with an Agenda Item that addressed the manner in which For Profit Businesses are recognized via proclamation in the Agenda Policy and Procedures Manual of the BCC.

Agenda Item: 22-0757

CNST-4 ADOPT A PROCLAMATION DECLARING MEMORIAL DAY IN MARTIN COUNTY, FLORIDA

The Board is asked to adopt a proclamation declaring Memorial Day in Martin County, Florida.

Agenda Item: 22-0749

CNST-5 ADOPT A PROCLAMATION DECLARING APRAXIA AWARENESS DAY IN MARTIN COUNTY, FLORIDA

The Board is asked to adopt a proclamation declaring Apraxia Awareness Day in Martin County, Florida.

Agenda Item: 22-0803

PUBLIC WORKS

CNST-6 REQUEST APPROVAL OF THE FOURTH REVISION TO THE LIST OF SPECIAL EVENTS REQUIRING ROAD CLOSURE(S) JULY 1, 2021 THROUGH JUNE 30, 2022

The Board of County Commissioners is asked to approve the fourth revision to the list of Special Events Requiring Road Closure(s) July 1, 2021 through June 30, 2022.

Agenda Item: 22-0801

ADMINISTRATION

CNST-7 ADOPT A PROCLAMATION DECLARING NATIONAL SAFE BOATING WEEK IN MARTIN COUNTY, FLORIDA

The Board is asked to adopt a proclamation declaring National Safe Boating Week in Martin County, Florida.

Agenda Item: 22-0810

Additional Item (22-0810)

PUBLIC HEARING

PH-1 PUBLIC HEARING TO CONSIDER ADOPTION OF AN ORDINANCE CALLING FOR A REFERENDUM ON A ONE-HALF CENT LOCAL GOVERNMENT INFRASTRUCTURE SALES TAX FOR A PERIOD OF TEN YEARS

Pursuant to Board of County Commissioner direction at the Board's April 5, 2022 meeting, a Public Hearing was advertised to consider adoption of an ordinance calling for a referendum on a one-half cent sales tax for the acquisition of environmentally sensitive lands for conservation and protection of resources within the Indian River Lagoon South, Pal-Mar, Loxa-Lucie and Blueways.

Agenda Item: 22-0839

Additional Item (22-0839)

DEPARTMENTAL QUASI-JUDICIAL

GROWTH MANAGEMENT

DPQJ-1 REQUEST FOR APPROVAL OF THE FLORIDIAN GOLF CLUB SIXTH AMENDMENT TO THE PUD ZONING AGREEMENT, REVISED MASTER SITE PLAN, REVISED PHASING PLAN, AND REVISED PHASE 3 AND PHASE 4 FINAL SITE PLANS (F099-037)

This is a request for approval of a Sixth Amendment to the Floridian Golf Club PUD Zoning Agreement, including a revised master site plan, revised phasing plan, and revised Phase 3 and Phase 4 final site plans. The Floridian Golf Club is located on SW Murphy Road in Palm City and straddles the Martin and St. Lucie county line. The approximately 122 acres in Martin County includes an 18-hole golf course, club facilities, along with 36 residential units and associated infrastructure. Included is a request for a Certificate of Public Facilities Reservation.

Agenda Item: 22-0752

DPQJ-2 REQUEST PLAT APPROVAL FOR HIGHPOINTE PUD PHASE 1 (C148-010)

This is a request for Phase 1 plat approval for the Highpointe PUD (fka Pulte at Christ Fellowship). The final site plan for Phase 1 includes 94 single family lots and the associated infrastructure on approximately 175 acres of the 321-acre project. The Highpointe project is located on the east side of SW Pratt Whitney Road approximately one mile east of SW Kanner Highway in Stuart. Included with the application is a request for a Certificate of Public Facilities Exemption.

Agenda Item: 22-0791

Supplemental Memorandum

DEPARTMENTAL

ADMINISTRATION

DEPT-1 OFFICE OF MANAGEMENT AND BUDGET ITEMS WHICH REQUIRE BOARD APPROVAL

This is a placeholder on all Board meeting agendas to streamline the process for grant applications, awards, budget resolutions, budget transfers from reserves, and CIP amendments. Specific items requiring approval, if any, will be provided by Supplemental Memorandum.

Agenda Item: 22-0524

Supplemental Memorandum (6 items)

DEPT-2 CONTRACTS THAT MEET THE THRESHOLD FOR BOARD APPROVAL $1 MILLION OR GREATER

This item is a placeholder on all Board meeting agendas to streamline the process for items that meet the Board approval threshold. Specific items requiring approval, if any, will be provided by Supplemental Memorandum. If there are no items, a Supplemental Memorandum will not be attached.

Agenda Item: 22-0521

no items

DEPT-3 APPROVAL OF AWARD AND DEVELOPMENT AGREEMENT BETWEEN MARTIN COUNTY AND EAST TO WEST DEVELOPMENT CORPORATION FOR EIGHT VACANT LOTS IN THE PORT SALERNO COMMUNITY REDEVELOPMENT AREA (CRA)

Through the RFP process, East to West Development Corporation (Developer) was recommended for award of eight vacant lots in the Port Salerno CRA (Property), upon which Developer will construct four single-family homes. The homes will be marketed and sold as affordable housing to income-eligible buyers. The Developer has executed a Purchase, Sale and Development Agreement (Agreement), which is presented to the Board for consideration.

Agenda Item: 22-0453

Supplemental Memorandum (withdrawing item)

DEPT-4 **ADOPTION OF A RESOLUTION INITIATING AN AMENDMENT TO THE FUTURE LAND USE MAP FOR CERTAIN PROPERTIES LOCATED IN THE PORT SALERNO CRA TO ALLOW FOR CONSTRUCTION OF THE MANATEE POCKET SW PRONG STA**

This summary of the Manatee Pocket SW Prong STA Project (Project), located in the Port Salerno CRA, describes the transactions necessary to allow for successful completion of the Project. The Project will occur in phases, and prior to the County's commencement of construction activities, the following must occur: (i) the Grien family (Landowner) will convey certain lots to the County to be used for the Project, (ii) County will initiate amendments to the Future Land Use Map and Zoning Atlas for certain properties owned by Landowner, and (iii) the County will abandon certain unopened rights-of-way for the benefit of Landowner.

Agenda Item: 22-0165

AIRPORT

DEPT-5 **UPDATE ON MARTIN COUNTY AIRPORT/WITHAM FIELD'S DIVERSIFICATION AND AERONAUTICAL USE**

This agenda item concerns an update on the diversification and aeronautical use of Martin County Airport/Witham Field.

Agenda Item: 22-0754

PUBLIC WORKS

DEPT-6 **APPROVAL OF THE ACQUISITION OF A VACANT PARCEL IN POINCIANA GARDENS AND ADOPTION OF A RESOLUTION APPROVING AND ACCEPTING A WARRANTY DEED FROM KAREN M. ELROD**

This is a request for the approval of the acquisition of a vacant parcel in Poinciana Gardens for conservation and adoption of a resolution approving and accepting a Warranty Deed from Karen M. Elrod.

Agenda Item: 22-0739

UTILITIES AND SOLID WASTE

DEPT-7 **UPDATE ON THE SEPTIC TO SEWER PROGRAM SERVICE AVAILABILITY AND CONNECTIONS**

The Martin County Septic to Sewer Program has been in progress for approximately three years. Staff is prepared to provide an update on progress to-date, including service availability, number of homes connected and a summary of grant funding.

Agenda Item: 22-0799

Supplemental Memorandum

DEPT-8 **UPDATE ON THE PREFERRED ALTERNATIVE FOR PROVIDING ADDITIONAL WATER TREATMENT CAPACITY FOR WESTERN PALM CITY AREA**

Martin County Comprehensive Plan, Policy 11.1B.8. states: To ensure capacity of the regional water system, Martin County shall begin to design essential improvements when the system reaches 80 percent of total rated capacity. Construction will begin when the system reaches 90 percent of total rated capacity. No additional reservations shall be made at 100 percent of rated capacity unless construction of improvements is underway. Demand is at 82.3% of current capacity and 79.4% of uprated capacity, therefor design

for additional capacity is scheduled to begin on FY2023.

Agenda Item: 22-0800

Supplemental Memorandum

ADMINISTRATION

DEPT-9 **DISCUSSION AND APPROVAL OF A RESOLUTION SUPPORTING THE MEDICAL EXAMINER'S NEED FOR A NEW FACILITY TO BE LOCATED ON INDIAN RIVER STATE COLLEGE'S TREASURE COAST PUBLIC SAFETY TRAINING COMPLEX PROPERTY IN FORT PIERCE**

The 19th District Medical Examiner has asked the four counties of the 19th District to consider funding a new facility. Senator Gayle Harrell has requested that each of the counties in the 19th District adopt a resolution to support the request for a new facility and to support requesting funding from State and Federal partners.

Agenda Item: 22-0793

Additional Item (22-0793)

COUNTY ATTORNEY

DEPT-10 **CONSIDER EMPLOYMENT AGREEMENT BETWEEN MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS AND DON G. DONALDSON FOR EMPLOYMENT AS COUNTY ADMINISTRATOR**

On January 11, 2022 the Board of County Commissioners (Board) accepted the notice of resignation and retirement of Taryn Kryzda from the position of County Administrator effective June 30, 2022. The Board unanimously directed the County Attorney to negotiate an Employment Agreement with Deputy County Administrator Don G. Donaldson for employment as County Administrator effective July 1, 2022.

Agenda Item: 22-0832

Additional Item (22-0832)

PUBLIC - PLEASE LIMIT COMMENTS TO THREE MINUTES.

ADJOURN

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2401 SE Monterey Road
Stuart, Florida 34996

Board of County Commissioners

Agenda Item Summary

File ID: 22-0745 PROC-1 **Meeting Date:** 5/3/2022

PLACEMENT: Proclamations and Special Presentations

TITLE:

PRESENTATION BY SHERIFF WILLIAM D. SNYDER

EXECUTIVE SUMMARY:

The Sheriff has prepared a presentation for the Board's input regarding the possible procurement and implementation of body-worn cameras by the Martin County Sheriff's Office.

DEPARTMENT: Administration

PREPARED BY: **Name:** Donna Gordon
Title: Executive Aide

REQUESTED BY: Sheriff William D. Snyder

PRESET:

PROCEDURES: None

BACKGROUND/RELATED STRATEGIC GOAL:

None

ISSUES:

None

LEGAL SUFFICIENCY REVIEW:

None

RECOMMENDED ACTION:

RECOMMENDATION

None

ALTERNATIVE RECOMMENDATIONS

None

FISCAL IMPACT:

RECOMMENDATION

None

ALTERNATIVE RECOMMENDATIONS

None

DOCUMENT(S) REQUIRING ACTION:

☐Budget Transfer / Amendment ☐ Chair Letter ☐Contract / Agreement

☐Grant / Application ☐Notice ☐Ordinance ☐Resolution

☐Other:

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2401 SE Monterey Road
Stuart, Florida 34996

Board of County Commissioners

Agenda Item Summary

File ID: 22-0684 PROC-2 **Meeting Date:** 5/3/2022

PLACEMENT: Proclamations and Special Presentations

TITLE:

PRESENT PROCLAMATIONS PREVIOUSLY APPROVED VIA THE CONSENT AGENDA

EXECUTIVE SUMMARY:

The Chairman will present proclamations declaring Hurricane Preparedness Week, Foster Care Awareness Month, Mental Health Awareness Month, and Stamp Out Hunger Day in Martin County, Florida.

DEPARTMENT: Administration

PREPARED BY: **Name:** Donna Gordon
Title: Executive Aide

REQUESTED BY: Angelica Bassetti, Communications Specialist

PRESET:

PROCEDURES: None

BACKGROUND/RELATED STRATEGIC GOAL:

The Board is asked to present a proclamation **Declaring Hurricane Preparedness Week** in Martin County, Florida
Recipients: **Sonji Hawkins**, Deputy Emergency Management Director, Martin County Fire Rescue

The Board is asked to present a proclamation **Declaring Foster Care Awareness Month** in Martin County, Florida
Recipients: **Michael Keen,** MDiv, Executive Director, 4KIDS South Florida, Treasure Coast

The Board is asked to present a proclamation **Declaring Mental Health Awareness Month** in Martin County, Florida
Recipients: **Pat Austin,** Board Director Emeritus, New Horizons of the Treasure Coast and Okeechobee

The Board is asked to present a proclamation **Declaring Stamp Out Hunger Day** in Martin County, Florida
Recipients: **Rob Ranieri,** CEO, House of Hope

ISSUES:

None.

LEGAL SUFFICIENCY REVIEW:

n/a

RECOMMENDED ACTION:

RECOMMENDATION

The Chairman will present the proclamations.

ALTERNATIVE RECOMMENDATIONS

Direct staff accordingly.

FISCAL IMPACT:

RECOMMENDATION

None

ALTERNATIVE RECOMMENDATIONS

None

DOCUMENT(S) REQUIRING ACTION:

☐Budget Transfer / Amendment ☐ Chair Letter ☐Contract / Agreement
☐Grant / Application ☐Notice ☐Ordinance ☐Resolution
☐Other:

Agenda Item Summary

File ID: 22-0519 CNST-1 **Meeting Date:** 5/3/2022

PLACEMENT: Consent

TITLE:

CONTRACTS THAT MEET THE THRESHOLD FOR BOARD APPROVAL

EXECUTIVE SUMMARY:

This item is a placeholder on all Board meeting agendas to streamline the process for items that meet the Board approval threshold. Specific items requiring approval, if any, will be provided by Supplemental Memorandum. If there are no items, a Supplemental Memorandum will not be attached.

DEPARTMENT: Administration

PREPARED BY: **Name:** Krysti Brotherton
Title: Purchasing Manager

REQUESTED BY: Various

PRESET:

PROCEDURES: None

BACKGROUND/RELATED STRATEGIC GOAL:

This item serves as a placeholder for those items that meet the threshold for Board approval for contracts over $500,000 and contract change orders or amendments that meet the $500,000 threshold and cumulatively increase the original contract value by 10% or more.

ISSUES:

None

LEGAL SUFFICIENCY REVIEW:

Items requiring approval provided via Supplemental Memorandum.

RECOMMENDED ACTION:

RECOMMENDATION

Provided via Supplemental Memorandum.

ALTERNATIVE RECOMMENDATIONS

Pull this item from the Consent Agenda.

FISCAL IMPACT:

RECOMMENDATION

Provided by Supplemental Memorandum. No items will be brought forward unless there is funding available within the CIP, department budget, or reserves.

Funding Source	County Funds	Non-County Funds
Subtotal		
Project Total		

ALTERNATIVE RECOMMENDATIONS

None

DOCUMENT(S) REQUIRING ACTION:

☐ Budget Transfer / Amendment ☐ Chair Letter ☐ Contract / Agreement

☐ Grant / Application ☐ Notice ☐ Ordinance ☐ Resolution

☐ Other:

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BCC MEETING DATE: May 3, 2022
AGENDA ITEM: CNST-1

MARTIN COUNTY, FLORIDA
SUPPLEMENTAL MEMORANDUM

TO: Honorable Members of the Board of County Commissioners **DATE:** April 27, 2022

VIA: Taryn G. Kryzda, MPA, CPM
County Administrator

FROM: Krysti L. Brotherton, CPPB
Purchasing Manager

SUBJECT: CONTRACTS THAT MEET THE THRESHOLD FOR BOARD APPROVAL

A. CONSULTANT'S COMPETITIVE NEGOTIATION ACT (CCNA) CONTRACT AMENDMENT THAT CUMULATIVELY INCREASES THE TOTAL CONTRACT AWARD VALUE BY 10% OR MORE - In accordance with the Purchasing Manual, Section 3.1, amendments to CCNA contracts valued at $200,000 or more that cumulatively increase the total contract value by 10% or more require approval by the Board of County Commissioners.

1. MARTIN COUNTY GOLF COURSE MASTER PLAN & CLUBHOUSE DESIGN (RFQ2015-2767) – In 2015, the County solicited a Request for Qualifications (RFQ) for a master plan and clubhouse design. In April 2015, a contract was awarded to HJA Design Studio, LLC, for the first phase of the project which included current facility inventory, public workshops and conceptual planning. Amendment #1 for additional analysis was approved administratively on June 15, 2015. On September 12, 2017, the Board approved Amendment #2 to the contract for development of the design criteria for the golf course improvements and clubhouse design. On May 7, 2019, the Board approved Amendment #3 to the contract for design revisions. On October 8, 2019, the Board approved Amendment #4 to the contract for additional clubhouse design and proshop renovation revisions. On June 16, 2020, the Board approved Amendment #5 to the contract for proshop interior redesign, range lighting addition and final civil engineering package for the Golf Clubhouse.

Purpose of Amendment: This Amendment includes Construction Administration services for the Martin County Golf Course clubhouse and related support facilities. Under this scope of services, the Consultant shall review submittal/shop drawings provided by Martin County within ten (10) business days, review the punch list, perform landscape construction administration and provide exterior lighting observations and recommendations.

Original Contract Amount:	$	104,650.00	*(Contract awarded on 4/6/15)*
Amendment #1:	$	10,000.00	*(approved Administratively on 6/15/15)*
Amendment #2:	$	487,725.00	*(approved by BCC on 9/12/17)*
Amendment #3:	$	37,373.44	*(approved by BCC on 5/7/19)*
Amendment #4:	$	53,000.00	*(approved by BCC on 10/8/19)*
Amendment #5:	$	44,500.00	*(approved by BCC on 6/16/20)*
Amount of this Request:	**$**	**22,500.00**	
Total Contract Value:	$	759,748.44	

Fiscal Impact: Funding for this Amendment is available in the Golf Course CIP budget.

Recommended Action:

1. Move that the Board approve Amendment #6 to the Agreement with HJA Design Studio, LLC, in the amount of $22,500.00, and;

2. Move that the Board authorize the County Administrator or designee to execute any and all documents related to this request.

B. CONTRACTS OVER $500,000 - In accordance with the Purchasing Manual, Section 3.1, contracts valued at $500,000 or more require approval by the Board of County Commissioners.

1. MECHANIZED SECURITY DOOR SERVICES (RFB2022-3399) – Continuing services contract to provide all labor, equipment and materials necessary for complete mechanized security door services for the Holt Correctional Facility (800 SE Monterey Rd., Stuart, FL) and the Court Holding Facility (120 E. Ocean Blvd., Stuart, FL) on an as needed basis. The doors are jail grade security doors that require specific experience and special skills.

Project was publicly bid (List of Bidders attached).

791 vendors were notified through DemandStar and 8 vendors downloaded the solicitation. In addition, this solicitation was advertised in the Stuart News on March 25, 2022. One (1) bid was received for this RFB. Purchasing staff contacted the vendors that downloaded the solicitation ("planholders") requesting that they complete a "Statement of No Bid" indicating why their firm did not submit a bid. Of the 8 vendors contacted, only 1 vendor provided a response ("our schedule would not permit us to perform"). Based on the special skills and experience required for this scope of services, staff is recommending Contract award to the sole responsive and responsible bidder.

Maximum Not-to-Exceed Value:	$500,000
Maximum Not-to-Exceed Term:	5 years (3-year term plus two 1-year renewal options)

The contract shall terminate when the cumulative expenses reach the maximum value or term, whichever comes first. The contract is a standard form of Agreement approved by the County Attorney which allows for termination for cause or convenience at any time.

Fiscal Impact: Funding for individual projects is available in various operating and/or capital budgets approved by the Board annually.

Recommended Action:

1. Move that the Board award the contract to Hennis Construction Co., Inc.; and

2. Move that the Board authorize the County Administrator or designee to execute any and all documents related to this request.

AMENDMENT TO AGREEMENT BETWEEN COUNTY AND CONSULTANT

THIS AMENDMENT #6 made and entered into this 3rd day of May, 2022, by and between **MARTIN COUNTY**, a political subdivision of Florida, (Hereinafter "County"), 2401 SE Monterey Road, Stuart, Florida 34996 and **HJA DESIGN STUDIO, LLC** (Hereinafter "Consultant"), 50 E. Ocean Blvd, Stuart, FL 34994.

WITNESSETH

WHEREAS, the County and Consultant entered into an Agreement RFQ2015-2767 dated April 6, 2015 to provide professional services related to the Martin County Golf & Country Club in the amount of $104,650.00; and

WHEREAS, Amendment #1 for $10,000 was approved administratively on June 15, 2015; and

WHEREAS, Amendment #2 in the amount of $487,725 was approved by the Board on September 12, 2017 to move forward with design of the clubhouse, related support facilities and other golf course improvements; and

WHEREAS, Amendment #3 in the amount of $37,373.44 was approved by the Board on May 7, 2019 to move forward with design of the clubhouse, related support facilities and other golf course improvements; and

WHEREAS, Amendment #4 in the amount of $53,000.00 was approved by the Board on October 8, 2019 for additional clubhouse design and proshop renovation revisions; and

WHEREAS, Amendment #5 in the amount of $44,500.00 was approved by the Board on June 16, 2020 for proshop interior redesign, range lighting addition and final civil engineering package for the Golf Clubhouse; and

WHEREAS, the parties desire to amend the Agreement to provide for Construction Administration services more specifically described in Exhibit A dated April 8, 2022 attached; and

WHEREAS, the County and Consultant have agreed to a cost for these services of $22,500.00.

NOW THEREFORE, in consideration of the promises, covenants, and mutual benefits which all accrue to the parties hereto in carrying out the terms of this Agreement, it is mutually covenanted and agreed as follows:

1. The Agreement is hereby amended to include services outlined in Exhibits attached, and

2. The new total contract value is $759,748.40; and

3. All remaining terms and conditions of this Agreement not specifically amended herein shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the Agreement as of the date first set forth above.

HJA DESIGN STUDIO, LLC

Michael Houston, ASLA RLA
President

BOARD OF COUNTY COMMISSIONERS MARTIN COUNTY, FLORIDA

Taryn Kryzda
County Administrator

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Sarah W. Woods
County Attorney

HJA DESIGN STUDIO
LANDSCAPE ARCHITECTURE

Change Order Scope of Services
April 14, 2022

George Dzama, P.E.
Deputy Director Public Works Department
Martin County Board of County Commissioners
2401 SE Monterey Road
Stuart, FL 34996
(772) 463-2837

Re: MCGC / Sailfish Sands Clubhouse Construction Administration
Our Ref. #: 17029

Dear Gentleman:

Thank you for the opportunity to submit this CHANGE ORDER contract proposal which is based on the requested construction administration which is outside of the approved scope of work.

This agreement shall serve as authorization for HJA Design Studio, LLC, the project prime consultant, hereafter referred to as "HJA" to Martin County hereafter referred to as the "Client" to provide construction administration services as described herein for the Martin County Golf Course (MCGC) clubhouse and related support facilities.

BASIS FOR REQUEST:

- Review submittal/shop drawings provided by Client within ten (10) business days
- Punch list review
- Landscape construction observation
- Exterior lighting observation and recommendations.

Total This Change Order..... $22,500

Previous Contract Total - $737,248.40
New Contract Total with this Change Order - $ 759,748.40

Please sign below in the appropriate signature block. All terms and conditions of the original agreement are still in force with this agreement.

HJA Design Studio, LLC — Date: 4.14.22

Martin County — Date

HJA Design Studio
50 East Ocean Boulevard, Suite 101 Stuart, Florida USA 34994 T 772-678-7200

n2 architecture + design

April 13, 2022

George Dzama, P.E.
Deputy Director Public Works Department
Martin County Board of County Commissioners
2401 SE Monterey Road
Stuart, FL 34996
(772) 463-2837

Re: MCGC / Sailfish Sands Clubhouse Construction Administration
CHANGE ORDER - Reference #: 17029 (21-0738)

Dear George:

Thank you for the opportunity to submit this CHANGE ORDER contract proposal which is based on the requested construction administration which is outside of the approved scope of work.

This agreement shall serve as authorization for N2 Architecture, the project sub consultant, hereafter referred to as "N2" to provide construction administration services as described herein for Martin County hereafter referred to as "Client". Services are being provided to the Martin County Golf Course (MCGC) clubhouse and related support facilities.

BASIS FOR REQUEST:

- Review submittal/shop drawings provided by Client within ten (10) business days
- Punch list review

Total This Change Order **$20,000.00**

Current Contract Total - $ 737,248.44
New Contract Total with this Change Order - $ 757,248.44

Please sign below in the appropriate signature block. All terms and conditions of the original agreement are still in force with this agreement.

4/13/22

Nicole L. Norton, Registered Architect # AR 91827 Date
LEED AP- NCARB

Martin County Board of Commissioners Date

Sailfish Sands Golf & Pro Shop **Change Order** **04/06/2022**

Construction Administration

	Hours		Rate		Total to Date	
N2 Team Member 1	28.75	$	145.00	$	4,168.75	
N2 Team Member 2	97	$	115.00	$	11,155.00	
			N2 Subtotal	**$**	**15,323.75**	
Projected Future Work						
Team Member 1	32.25		$145.00	**$**	**4,676.25**	(hours will be made available)
			Grand Total	**$**	**20,000.00**	(Not to exceed $20,000.00)

Construction Administration

	Hours		Rate		Total to Date
HJA Principal	3.95	$	200.00	$	790.00
HJA Senior Project Manager	18	$	95.00	$	1,710.00
			HJA Total		$2,500.00

Martin County Golf Course

Category Concurrency
CIP Rating Score 99
Project Number 9913
Location Martin County Golf Course
District 2

Project Limits Martin County Golf Course

Related Projects N/A
Lead Dept/Division Parks and Recreation





DESCRIPTION

A phased invasive plant removal and native re-planting program for the Gold and Blue course will commence in FY21 after the construction of the new course and club house.

BACKGROUND

Martin County Golf Course is a 300 acre, 36-hole public golf course owned and operated by Martin County. In January 2019, the Board approved $5.5 million dollars in golf improvements for the golf course. The Board also approved reducing the number of holes from 36 to 27. The golf course improvements include a new 9-hole executive course and improvements to the Gold/Blue course. The building will include a new bar, seating, restroom and be adjacent to a new golf experience of more than 30 hitting bays.

PROJECT ORIGINATION Infrastructure Needs

JUSTIFICATION

This project is in line with Goal 1 – Maintain and Improve Facilities, Objective 1.1 - Maintain and improve existing facilities. BOCC decision to close the building and the report by the National Golf Foundation have led to this assignment.

				Funded					Unfunded
Expenditures	**Total**	**To Date**		**FY21**	**FY22**	**FY23**	**FY24**	**FY25**	**FY26-FY30**
Gold/Blue Greens	280,000				280,000				
Gold/Blue Tee	210,000				210,000				
Gold/Blue Fairways	884,000					442,000	442,000		
Phased exotic removal - Gold Course	250,000					250,000			
Phased exotic removal - Blue Course	250,000				250,000				
Public Art Installation	30,000			30,000					
Driving Range LED & Lights	150,000			150,000					
Pro-Shop Renovatons	375,000			375,000					
Construction	5,500,000	5,500,000							
Expenditure Total	**7,929,000**	**5,500,000**	**0**	**555,000**	**740,000**	**692,000**	**442,000**	**0**	**0**

Revenues	**Total**	**To Date**	**Carryover**	**FY21**	**FY22**	**FY23**	**FY24**	**FY25**	**FY26-FY30**
Ad Valorem	1,874,000				740,000	692,000	442,000	0	0
Debt Proceeds	5,500,000	5,500,000							
Revenue Total	**7,374,000**	**5,500,000**	**0**	**0**	**740,000**	**692,000**	**442,000**	**0**	**0**

Total Unfunded **$555,000**

OPERATING BUDGET IMPACT

The golf course is currently setup as an enterprise fund under the County operation. It is anticipated that golf course improvements may be self sustaining with the new improvements in FY2020.

BIDDER'S LIST

RFB2022-3399
MECHANIZED SECURITY DOOR SERVICES
DATE ADVERTISED: 3/25/2022
BID DUE DATE: 4/20/2022 @ 2:30 PM

HENNIS CONSTRUCTION CO., INC.

DEMANDSTAR STATISTICS:

NUMBER OF BIDDERS: **1**
NUMBER OF PLANHOLDERS: **8**
NUMBER OF SUPPLIERS NOTIFIED: **791**

This is a preliminary summary of the bids as they were opened and announced at the bid opening. Bid prices have not been verified and are subject to change in the event mathematical errors are discovered during bid review. Other information contained in this summary is also subject to review.

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Agenda Item Summary

File ID: 22-0023 CNST-2 **Meeting Date:** 5/3/2022

PLACEMENT: Consent

TITLE:

BOARD OF COUNTY COMMISSIONERS' APPROVAL OF WARRANT LIST FOR DISBURSEMENT VIA CHECKS AND ELECTRONIC PAYMENTS TO COMPLY WITH STATUTORY REQUIREMENTS

EXECUTIVE SUMMARY:

Pursuant to Chapter 136.06, Florida Statutes, checks and electronic payments issued by the Board of County Commissioners are to be recorded in the Board meeting minutes. In compliance with statutory requirements, the Warrant List is added to the Consent Agenda for approval by the Board of County Commissioners. This Warrant List is for disbursements made between April 5, 2022 and April 18, 2022. Additional details related to these disbursements may be viewed in the office of the Martin County Clerk of Court and Comptroller or on the Clerk's website.

DEPARTMENT: Administration

PREPARED BY: **Name:** Donna Gordon
Title: Executive Aide

REQUESTED BY: Clerk of the Circuit & Comptroller, Carolyn Timmann

PRESET:

PROCEDURES: None

BACKGROUND/RELATED STRATEGIC GOAL:

In reviewing financial practices, the Clerk felt it was appropriate to initiate a warrant list to be approved and entered into the Board minutes each meeting to reflect disbursements that have been made by the Clerk on behalf of the Board. Each warrant list will be for a specific period and will categorize the disbursements. Individual disbursement detail is available for viewing on the Clerk's website.

ISSUES:

None

LEGAL SUFFICIENCY REVIEW:

n/a

RECOMMENDED ACTION:

RECOMMENDATION

Move that the Board approve the Warrant List for the period April 5, 2022 through April 18, 2022 and authorize the Chairman to sign.

ALTERNATIVE RECOMMENDATIONS

n/a

FISCAL IMPACT:

RECOMMENDATION

None

ALTERNATIVE RECOMMENDATIONS

None

DOCUMENT(S) REQUIRING ACTION:

☐ Budget Transfer / Amendment ☐ Chair Letter ☐ Contract / Agreement

☐ Grant / Application ☐ Notice ☐ Ordinance ☐ Resolution

☒ Other: Warrant List

Carolyn Timmann
Clerk of the Circuit Court & Comptroller
Martin County, Florida

April 19, 2022

To: The Honorable Doug Smith, Chair of the Board of County Commissioners

From: The Honorable Carolyn Timmann, Martin County Clerk of the Circuit Court and Comptroller

Subject: Checks and Electronic Payments – Warrant List for April 5, 2022 – April 18, 2022

Pursuant to Chapter 136.06, Florida Statutes, checks, and electronic payments issued by the Board of County Commissioners are to be recorded in the Board meeting minutes. In compliance with statutory requirements, I request the Warrant List below be added to the Consent Agenda for approval by the Board of County Commissioners.

This Warrant List is for disbursements made between April 5, 2022 and April 18, 2022. Details related to individual disbursements may be requested through the office of the Martin County Clerk of Court and Comptroller or viewed at https://www.martin.fl.us/check-registry, using search criteria such as Payee/Vendor Name, Check Number, Vendor Invoice Number, and/or Minimum Amount. Additional information about accessing public records in the custody of the Clerk of the Circuit Court and Comptroller can be found at https://www.martinclerk.com/256/Public-Records or by emailing RecordRequest@martinclerk.com or calling 772-288-5576.

Martin County
Board Disbursements

April 5, 2022 thru April 18, 2022

Disbursement Type	Check Range		Total
ACH / WIRES	!0009313-!0009348; !0009365-!0009395;G1100494-G1100498	$	2,183,193.92
Check Disbursements	B1118273-B1118455; B1118514-B1118516	$	5,394,561.89
Utility Refund Checks	B1118456-B1118513	$	7,729.95
P-Card	F1100332	$	101,666.69
E-Payable	E1100847-E1100861	$	416,672.84
Wires	*see below	$	900,866.11
Payroll Checks	6001100-6001166	$	46,323.66
Payroll Direct Deposits	900537297-900538363	$	1,879,442.55
	Total Disbursements		$10,930,457.61
* Wire Detail:	Blue Cross Blue Shield		$809,646.46
	Debt Service		$91,219.65

Kaleana Williams — 4/19/2022

Prepared By: Kaleana Williams — **Date**
Staff Accountant, Finance Division

Carolyn Timmann — Digitally signed by Carolyn Timmann Date: 2022.04.19 12:00:42 -04'00'

Carolyn Timmann — **Date**
Clerk of the Circuit Court & Comptroller

Chair of the Board of County Commissioners — **Date**

Agenda Item Summary

File ID: 22-0757 CNST-3 **Meeting Date:** 5/3/2022

PLACEMENT: Consent

TITLE:

CONSIDERATION OF A POLICY CHANGE TO PROCLAMATIONS THAT RECOGNIZE FOR PROFIT BUSINESSES

EXECUTIVE SUMMARY:

On April 5, 2022 the Martin County Board of County Commissioners (BCC) requested that staff return with an Agenda Item that addressed the manner in which For Profit Businesses are recognized via proclamation in the Agenda Policy and Procedures Manual of the BCC.

DEPARTMENT: Administration

PREPARED BY: **Name:** George M. Stokus
Title: Assistant County Administrator

REQUESTED BY:

PRESET:

PROCEDURES: None

BACKGROUND/RELATED STRATEGIC GOAL:

The Board of County Commissioners (BCC) engaged in discussion as it relates to the proper way a For Profit Business is recognized by Proclamation by the BCC. The BCC tasked staff to return with a Board Item that would amend the current policy that required a commissioner to sponsor a proclamation request by a For Profit Business in order for that request to be brought before the BCC for a vote.

ISSUES:

The current language of the Martin County BCC Agenda Policy and Procedures Manual currently states:

> *A Proclamation, signed by all members of the Board and sealed by the Clerk of the Circuit Court, is a document of "goodwill" used to recognize a group, organization, or an event. A request for a Proclamation may come from a member of the Board, County Administration, or the public. Proclamations shall not be used to recognize individuals, with the exception of Boy Scouts achieving the rank of Eagle Scout or a Martin County resident celebrating his or her 100th birthday.*

Staff has amended the language to recognize the direction given on 4/5/2022:

> *A Proclamation, signed by all members of the Board and sealed by the Clerk of the Circuit Court, is a document of "goodwill" used to recognize a group, organization, or an event. A request for a Proclamation may come from a member of the Board, County Administration, or the public.* ***Proclamations that recognize a For Profit Business must be requested by a member of the Board of County Commissioners.*** *Proclamations shall not be used to recognize individuals, with the exception of Boy Scouts achieving the rank of Eagle Scout or a Martin County resident celebrating his or her 100th birthday.*

LEGAL SUFFICIENCY REVIEW:

This item has been reviewed for legal sufficiency to determine whether it is consistent with applicable law, has identified and addressed legal risks, and has developed strategies for legal defensibility.

RECOMMENDED ACTION:

RECOMMENDATION

Move that the Board adopt the amended language as provided.

ALTERNATIVE RECOMMENDATIONS

Pull this item from the Consent Agenda and provide further direction to staff.

FISCAL IMPACT:

RECOMMENDATION

None

ALTERNATIVE RECOMMENDATIONS

None

DOCUMENT(S) REQUIRING ACTION:

☐ Budget Transfer / Amendment ☐ Chair Letter ☐ Contract / Agreement
☐ Grant / Application ☐ Notice ☐ Ordinance ☐ Resolution
☒ Other:

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Agenda Item Summary

File ID: 22-0749 CNST-4 **Meeting Date:** 5/3/2022

PLACEMENT: Consent

TITLE:

ADOPT A PROCLAMATION DECLARING MEMORIAL DAY IN MARTIN COUNTY, FLORIDA

EXECUTIVE SUMMARY:

The Board is asked to adopt a proclamation declaring Memorial Day in Martin County, Florida.

DEPARTMENT: Administration

PREPARED BY: **Name:** Donna Gordon
Title: Executive Aide

REQUESTED BY: Angelica Bassetti, Communications Specialist

PRESET:

PROCEDURES: None

BACKGROUND/RELATED STRATEGIC GOAL:

The Board is asked to adopt the Memorial Day proclamation requested by the Veterans Council of Martin County that will be presented on May 17, 2022.

ISSUES:

None

LEGAL SUFFICIENCY REVIEW:

None

RECOMMENDED ACTION:

RECOMMENDATION

Move that the Board adopt the proclamation.

ALTERNATIVE RECOMMENDATIONS

Pull this item from the Consent Agenda and direct staff accordingly.

FISCAL IMPACT:

RECOMMENDATION

None

ALTERNATIVE RECOMMENDATIONS

None

DOCUMENT(S) REQUIRING ACTION:

☐ Budget Transfer / Amendment ☐ Chair Letter ☐ Contract / Agreement

☐ Grant / Application ☐ Notice ☐ Ordinance ☐ Resolution

☒ Other: Proclamation (1)

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Before the Board of County Commissioners
Martin County, Florida

A Proclamation

Declaring Memorial Day in Martin County, Florida

Whereas, since our nation's earliest days, America has been blessed with an unbroken chain of patriots who have served our country with honor and distinction. From Concord to Kandahar, generations of brave warriors have fought for freedom across sand and snow, over mud and mountains, into lonely deserts and through crowded streets; and

Whereas, we pay tribute to those patriots who never came back, who fought for a home to which they never returned and died for a country whose gratitude they will always have; and

Whereas, our debt to them is one we can never fully repay, yet we can honor their sacrifice and strive to be a nation equal to their example. On this Memorial Day and every day, we must meet our obligations to families of the fallen and we must uphold our sacred trust with our veterans, our service members and their loved ones.

Now, therefore, be it proclaimed by the Martin County Board of County Commissioners that May 30, 2022 is Memorial Day in Martin County, Florida. The Board calls upon all citizens to take the time to remember those who served and sacrificed to be sure this nation remains the bastion of freedom we all have been privileged to enjoy.

Presented this Seventeenth Day of May 2022

ATTEST:

_____
CAROLYN TIMMANN, CLERK OF THE
CIRCUIT COURT AND COMPTROLLER

BOARD OF COUNTY COMMISSIONERS

_____
DOUG SMITH, CHAIR

_____
EDWARD V. CIAMPI, VICE CHAIRMAN

_____
HAROLD E. JENKINS II, COMMISSIONER

_____
SARAH HEARD, COMMISSIONER

_____
STACEY HETHERINGTON, COMMISSIONER

Agenda Item Summary

File ID: 22-0803 CNST-5 **Meeting Date:** 5/3/2022

PLACEMENT: Consent

TITLE:

ADOPT A PROCLAMATION DECLARING APRAXIA AWARENESS DAY IN MARTIN COUNTY, FLORIDA

EXECUTIVE SUMMARY:

The Board is asked to adopt a proclamation declaring Apraxia Awareness Day in Martin County, Florida.

DEPARTMENT: Administration

PREPARED BY: **Name:** Donna Gordon
Title: Executive Aide

REQUESTED BY: Angelica Bassetti, Communications Specialist

PRESET:

PROCEDURES: None

BACKGROUND/RELATED STRATEGIC GOAL:

The Board is asked to adopt the Apraxia Awareness Day proclamation that will be presented on May 17, 2022 as requested by Apraxia Kids.

ISSUES:

None

LEGAL SUFFICIENCY REVIEW:

None

RECOMMENDED ACTION:

RECOMMENDATION

Move that the Board adopt the proclamation.

ALTERNATIVE RECOMMENDATIONS

Pull this item from the Consent Agenda and direct staff accordingly.

FISCAL IMPACT:

RECOMMENDATION

None

ALTERNATIVE RECOMMENDATIONS

None

DOCUMENT(S) REQUIRING ACTION:

☐ Budget Transfer / Amendment ☐ Chair Letter ☐ Contract / Agreement

☐ Grant / Application ☐ Notice ☐ Ordinance ☐ Resolution

☒ Other: Proclamation (1)

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Before the Board of County Commissioners
Martin County, Florida

A Proclamation

Declaring Apraxia Awareness Day in Martin County, Florida

Whereas, May, 14, 2022 marks the sixth annual Childhood Apraxia of Speech Day, during which awareness will be raised throughout Florida about Childhood Apraxia of Speech (CAS), an extremely challenging speech disorder in children; and

Whereas, CAS causes children to have significant difficulty learning to speak and is among the most severe speech deficits in children, and while the act of learning to speak comes effortlessly to most children, those with apraxia endure an incredible and lengthy struggle; and

Whereas, without appropriate speech therapy intervention, children with apraxia are placed at high risk for secondary impacts in reading, writing, spelling and other school-related skills, thus diminishing future independence and employment opportunities if not resolved or improved; and

Whereas, it is imperative there be greater public awareness about childhood apraxia of speech in Florida among community members, physicians, education professionals, policy makers and elected officials; and

Whereas, our highest respect goes to these children, as well as their families, for their effort, determination and resilience in the face of such obstacles.

Now, therefore, be it proclaimed by the Martin County Board of County Commissioners that May 14, 2022 is Apraxia Awareness Day in Martin County, Florida. Further, the board encourages all citizens to learn more about Childhood Apraxia of Speech.

Presented this Seventeenth Day of May 2022

ATTEST:

_____
CAROLYN TIMMANN, CLERK OF THE
CIRCUIT COURT AND COMPTROLLER

BOARD OF COUNTY COMMISSIONERS

_____
DOUG SMITH, CHAIRMAN

_____
EDWARD V. CIAMPI, VICE CHAIRMAN

_____
STACEY HETHERINGTON, COMMISSIONER

_____
HAROLD E. JENKINS II, COMMISSIONER

_____
SARAH HEARD, COMMISSIONER

Agenda Item Summary

File ID: 22-0801 CNST-6 **Meeting Date:** 5/3/2022

PLACEMENT: Consent

TITLE:

REQUEST APPROVAL OF THE FOURTH REVISION TO THE LIST OF SPECIAL EVENTS REQUIRING ROAD CLOSURE(S) JULY 1, 2021 THROUGH JUNE 30, 2022

EXECUTIVE SUMMARY:

The Board of County Commissioners is asked to approve the fourth revision to the list of Special Events Requiring Road Closure(s) July 1, 2021 through June 30, 2022.

DEPARTMENT: Public Works

PREPARED BY: **Name:** Luke Lambert
Title: Traffic Engineering Administrator

REQUESTED BY: Hobe Sound Chamber of Commerce

PRESET:

PROCEDURES: None

BACKGROUND/RELATED STRATEGIC GOAL:

The list of Special Events Requiring Road Closure(s) identifies each event, its sponsor, the date the event is held, and the impacted roadway(s). The Hobe Sound Chamber of Commerce is asking to close SE Hercules Avenue between SE Olympus Street to SE Nero Terrace and SE Nero Terrace between SE Hercules Avenue to SE Athena Street on Friday, May 13th, 2022 to host the final Chow Down Hobe Sound Food Trucks event of this season.

ISSUES:

None

LEGAL SUFFICIENCY REVIEW:

None

RECOMMENDED ACTION:

RECOMMENDATION

Move that the Board approve the third revision to the list of Special Events Requiring Road Closure

(s) July 1, 2021 through June 30, 2022.

ALTERNATIVE RECOMMENDATIONS

Pull this item from the Consent Agenda to provide staff direction.

FISCAL IMPACT:

RECOMMENDATION

None

ALTERNATIVE RECOMMENDATIONS

None

DOCUMENT(S) REQUIRING ACTION:

☐ Budget Transfer / Amendment ☐ Chair Letter ☐ Contract / Agreement
☐ Grant / Application ☐ Notice ☐ Ordinance ☐ Resolution
☐ Other:

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SPECIAL EVENTS REQUIRING ROAD CLOSURE(S) JULY 1ST, 2021 - JUNE 30TH, 2022

EVENT	DATE(S)	ROAD(S) IMPACTED	SPONSOR
CHOW DOWN HOBE SOUND FOOD TRUCKS	October 8th	SE Hercules Avenue (SE Olympus Street to SE Nero Terrace) SE Nero Terrace (SE Hercules Avenue to SE Athena Street)	Hobe Sound Chamber of Commerce
SOUTH FORK HIGH SCHOOL HOMECOMING PARADE	October 21st	SE Dixie Highway (SE Olympus Street E to SE Bridge Road) SE Bridge Road (SE Hercules Avenue to SE Dixie Highway)	South Fork High School
JENSEN BEACH HIGH SCHOOL HOMECOMING PARADE	October 28th	NE Jensen Beach Blvd (NE Pineapple Ave to NE Indian River Dr) NE Pineapple Ave (NE Jensen Beach Blvd to NE Church St) NE Ricou Terr (NE Pineapple Ave to NE Indian River Dr) NE Church St (NE Pineapple Ave to NE Indian River Dr) NE Indian River Dr (NE Jensen Beach Blvd to NE Church St)	Jensen Beach High School
TRUNK OR TREAT	October 31st	SE Willoughby Blvd (SE Ruhnke Street to SE Monterey Road)	Martin County Sheriff's Office
VETERANS DAY PARADE	November 11th	SE Ocean Blvd (SE Flagler Avenue to SE Amerigo Avenue)	Veterans Council of Martin County

SPECIAL EVENTS REQUIRING ROAD CLOSURE(S) JULY 1ST, 2021 - JUNE 30TH, 2022

EVENT	DATE(S)	ROAD(S) IMPACTED	SPONSOR
CHOW DOWN HOBE SOUND FOOD TRUCKS	November 12th	SE Hercules Avenue (SE Olympus Street to SE Nero Terrace) SE Nero Terrace (SE Hercules Avenue to SE Athena Street)	Hobe Sound Chamber of Commerce
STUART CHRISTMAS PARADE	December 3rd	SE Ocean Boulevard (SE Georgia Avenue to SE Monterey Road)	City of Stuart
HOBE SOUND CHRISTMAS PARADE	December 4th	SE Dixie Highway (SE Federal Highway to SE Bridge Road) SE Bridge Road (SE Dixie Highway to SE Hercules Avenue) SE Olympus Street W (SE Hercules Avenue to SE Venus Street) SE Venus Street (SE Zeus Crescent to SE Dixie Highway)	Hobe Sound Chamber of Commerce
CHOW DOWN HOBE SOUND FOOD TRUCKS	December 10th	SE Hercules Avenue (SE Olympus Street to SE Nero Terrace) SE Nero Terrace (SE Hercules Avenue to SE Athena Street)	Hobe Sound Chamber of Commerce
CHRISTMAS ON THE WATERFRONT	December 18th	SE Dixie Highway (SE Seaward Street to SE Salerno Road) SE Salerno Road (SE Dixie Highway to SE DeSoto Avenue) SE Georges Way (SE Dixie Highway to SE DeSoto Avenue) SE DeSoto Avenue (SE Seaward Street to SE Salerno Road)	Port Salerno Community Promotions

SPECIAL EVENTS REQUIRING ROAD CLOSURE(S) JULY 1ST, 2021 - JUNE 30TH, 2022

EVENT	DATE(S)	ROAD(S) IMPACTED	SPONSOR
JENSEN BEACH FINE ART & CRAFT SHOW	January 8th & 9th	NE Jensen Beach Blvd (NE Pineapple Ave to NE Indian River Dr) NE Maple Ave (NE West End Way to NE Jensen Beach Blvd)	Jensen Beach Chamber of Commerce
CHOW DOWN HOBE SOUND FOOD TRUCKS	January 14th	SE Hercules Avenue (SE Olympus Street to SE Nero Terrace) SE Nero Terrace (SE Hercules Avenue to SE Athena Street)	Hobe Sound Chamber of Commerce
HOBE SOUND FESTIVAL OF THE ARTS	February 4, 5 & 6	SE Dixie Highway (SE Bridge Road to SE Saturn Street)	Hobe Sound Chamber of Commerce
CHOW DOWN HOBE SOUND FOOD TRUCKS	February 11th	SE Hercules Avenue (SE Olympus Street to SE Nero Terrace) SE Nero Terrace (SE Hercules Avenue to SE Athena Street)	Hobe Sound Chamber of Commerce
2022 MARATHON OF THE TREASURE COAST	March 6th	SE Ocean Blvd (SE Denver Avenue to SE Balboa Avenue)	Game on Race Events
CHOW DOWN HOBE SOUND FOOD TRUCKS	March 11th	SE Hercules Avenue (SE Olympus Street to SE Nero Terrace) SE Nero Terrace (SE Hercules Avenue to SE Athena Street)	Hobe Sound Chamber of Commerce

SPECIAL EVENTS REQUIRING ROAD CLOSURE(S) JULY 1ST, 2021 - JUNE 30TH, 2022

EVENT	DATE(S)	ROAD(S) IMPACTED	SPONSOR
ST. PATRICK'S DAY PARADE	March 13th	NE Jensen Beach Blvd (NE Pineapple Ave to NE Indian River Dr) NE Pineapple Ave (NE Jensen Beach Blvd to NE Church St) NE Ricou Terr (NE Pineapple Ave to NE Indian River Dr) NE Church St (NE Pineapple Ave to NE Indian River Dr) NE Indian River Dr (NE Jensen Beach Blvd to NE Church St)	Jensen Beach Chamber of Commerce
CHOW DOWN HOBE SOUND FOOD TRUCKS	April 8th	SE Hercules Avenue (SE Olympus Street to SE Nero Terrace) SE Nero Terrace (SE Hercules Avenue to SE Athena Street)	Hobe Sound Chamber of Commerce
CHOW DOWN HOBE SOUND FOOD TRUCKS (NEW EVENT)	May 13th	SE Hercules Avenue (SE Olympus Street to SE Nero Terrace) SE Nero Terrace (SE Hercules Avenue to SE Athena Street)	Hobe Sound Chamber of Commerce
MEMORIAL DAY PARADE	May 30th	SE Ocean Blvd (SE Flagler Avenue to SE Amerigo Avenue)	Veterans Council of Martin County

File ID: 22-0810 CNST-7 **Meeting Date:** 5/3/2022

PLACEMENT: Consent

TITLE:

ADOPT A PROCLAMATION DECLARING NATIONAL SAFE BOATING WEEK IN MARTIN COUNTY, FLORIDA

EXECUTIVE SUMMARY:

The Board is asked to adopt a proclamation declaring National Safe Boating Week in Martin County, Florida.

DEPARTMENT: Administration

PREPARED BY: **Name:** Donna Gordon
Title: Executive Aide

REQUESTED BY: Angelica Bassetti, Communications Specialist

PRESET:

PROCEDURES: None

BACKGROUND/RELATED STRATEGIC GOAL:

The Board is asked to adopt the National Safe Boating Week proclamation that will be presented on May 17, 2022 as requested by USCG Auxiliary Flotilla 59.

ISSUES:

None

LEGAL SUFFICIENCY REVIEW:

None

RECOMMENDED ACTION:

RECOMMENDATION

Move that the Board adopt the proclamation.

ALTERNATIVE RECOMMENDATIONS

Pull this item from the Consent Agenda and direct staff accordingly.

FISCAL IMPACT:

RECOMMENDATION

None

ALTERNATIVE RECOMMENDATIONS

None

DOCUMENT(S) REQUIRING ACTION:

☐ Budget Transfer / Amendment ☐ Chair Letter ☐ Contract / Agreement

☐ Grant / Application ☐ Notice ☐ Ordinance ☐ Resolution

☒ Other: Proclamation (1)

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Before the Board of County Commissioners
Martin County, Florida

A Proclamation

Declaring National Safe Boating Week in Martin County, Florida

Whereas, on average, 650 people die annually in boating-related accidents in the United States of which nearly 76% are caused by drowning and 85% of victims are not wearing a life jacket; and

Whereas, a significant number of boaters who lose their lives by drowning each year would be alive today had they worn their life jackets; and

Whereas, the vast majority of these accidents are caused by human error or poor judgment and not by the boat, equipment or environmental factors; and

Whereas, modern life jackets are more comfortable, more attractive, and more wearable than styles of years past and deserve a fresh look by today's boating public; and

Whereas, Flotilla 59 of the United States Coast Guard Auxiliary, based in Martin County's Sandsprit Park, participates in the annual National Safe Boating Week campaign to promote boating safety and encourages the boating public to wear life jackets when enjoying the region's waterways.

Now, therefore, be it proclaimed that the Martin County Board of County Commissioners is commending the United States Coast Guard Auxiliary Flotilla 59 for their efforts in furthering the goals of the National Safe Boating Week campaign, May 21-27, 2022 and their year-round efforts to promote safe boating.

Presented this Seventeenth Day of May 2022

ATTEST:

_____
CAROLYN TIMMANN, CLERK OF THE
CIRCUIT COURT AND COMPTROLLER

BOARD OF COUNTY COMMISSIONERS

_____
DOUG SMITH, CHAIRMAN

_____
EDWARD V. CIAMPI, VICE CHAIRMAN

_____
STACEY HETHERINGTON, COMMISSIONER

_____
HAROLD E. JENKINS II, COMMISSIONER

_____
SARAH HEARD, COMMISSIONER

File ID: 22-0839 PH-1 **Meeting Date:** 5/3/2022

PLACEMENT: Public Hearings

TITLE:

PUBLIC HEARING TO CONSIDER ADOPTION OF AN ORDINANCE CALLING FOR A REFERENDUM ON A ONE-HALF CENT LOCAL GOVERNMENT INFRASTRUCTURE SALES TAX FOR A PERIOD OF TEN YEARS

EXECUTIVE SUMMARY:

Pursuant to Board of County Commissioner direction at the Board's April 5, 2022 meeting, a Public Hearing was advertised to consider adoption of an ordinance calling for a referendum on a one-half cent sales tax for the acquisition of environmentally sensitive lands for conservation and protection of resources within the Indian River Lagoon South, Pal-Mar, Loxa-Lucie and Blueways.

DEPARTMENT: County Attorney

PREPARED BY: **Name:** Sarah W. Woods
Title: County Attorney

REQUESTED BY:

PRESET:

PROCEDURES: None

BACKGROUND/RELATED STRATEGIC GOAL:

On December 7, 2021, the Board discussed their priorities for the coming year of 2022. During that discussion, the Board indicated support for the four conservation land initiatives that were discussed previously on September 14, 2021 during staff's presentation on Martin County's (County) land acquisition program. The four programs that were identified were: Indian River Lagoon South (IRL South), Pal Mar, Loxa-Lucie, and Blueways Program. Staff was asked to prepare an agenda item on funding options for the Board's consideration. That item was presented to the Board on February 22, 2022. The Board directed staff to develop language for an ordinance and ballot language for a Local Government Infrastructure Sales Surtax that could be discussed and considered by the Board.

On April 5, 2022 the Board discussed the timeline, ordinance and ballot language and directed staff to return with a proposed ordinance and ballot language consistent with the Board's discussion. At the April 5 meeting, the consensus of the discussion provided preliminary staff direction for a half percent sales surtax to be collected for a period of ten years. A few days later staff was notified of a change to the statute governing discretionary sales tax, (Section 212.055, Fla. Stat.). On April 19, 2022 the Board discussed and approved holding a public hearing to consider adoption of the

proposed ordinance and ballot language on May 3, 2022 in order to ensure compliance with Section 212.055(11), Fla. Stat.

The ordinance provides for a levy of a ½ percent (one-half cent) sale surtax for a period of ten years beginning January 1, 2023. The surtax is subject to voter approval by a referendum on the November 8, 2022 general election ballot. The ordinance restricts use of the proceeds of the sales tax in Section 6(1) of the proposed ordinance:

(1) County Use. The County hereby commits to use all of the County's share of the proceeds of the Surtax, if the Surtax is approved by a majority of the voters voting in the referendum, as follows:

a. To acquire, by fee simple interest, environmentally significant land for the purposes of: preserving, conserving, and restoring the St Lucie River, the Indian River Lagoon, and the Loxahatchee River ecosystems, protecting drinking water sources, preserving natural areas and beaches, providing open space, protecting wildlife habitat and water storage/recharge areas. Land acquisition and preservation using the County's share of the Surtax proceeds shall be limited to the properties known or identified within Pal-Mar, Comprehensive Everglades Restoration Plan (CERP) Indian River Lagoon South (IRL-South) Natural Lands Component, Loxa-Lucie, Blueways, and those lands providing connections and wildlife corridors between publicly owned parks and conservation lands.

b. To acquire, by virtue of conservation easements, environmentally significant land for the purposes of: preserving, conserving, and restoring the St Lucie River, the Indian River Lagoon, and the Loxahatchee River ecosystems, protecting drinking water sources, preserving natural areas and beaches, providing open space, protecting wildlife habitat and water storage/recharge areas. Land acquisition and preservation using the County's share of the Surtax proceeds shall be limited to the properties known or identified within Pal-Mar, Comprehensive Everglades Restoration Plan (CERP) Indian River Lagoon South (IRL-South) Natural Lands Component, Loxa-Lucie, Blueways, and those lands providing connections and wildlife corridors between publicly owned parks and conservation lands. Conservation easements shall represent no more than 20% of the total cost for land acquired under this program.

c. Up to 5% of the purchase price of any land acquired under 6(1)a through 6(1)b may be used to remove exotics and restore the conservation values of the acquired land.

d. Proceeds from the Surtax may be used to service new bond indebtedness incurred for the purposes listed in 6(1)a through 6(1)b. Bonding, if utilized, will be limited to 80% of the total forecasted receipts.

e. All land acquisitions by the County under Section 6(1)a through 6(1)b shall be in Martin County and will be for properties voluntarily offered for sale by the property owner. All land acquisitions shall be made in accordance with Florida law.

f. During the term of the surtax levy, the County shall annually post on its website the portion of the annual independent audit required by Section 218.39(1)(a), Fla. Stat. which examines expenditures of the surtax revenue.

g. The County will attempt, when available, to obtain matching funds from the federal government, the State of Florida, or any agency, district, branch, or commission for the purposes described in 6(1)a through 6(1)b.

h. The Sales Surtax revenues shall only be utilized for the activities outlined in 6(1)a

through 6(1)d.

In accordance with Florida law, municipalities may utilize the proceeds of the sales tax in accordance with Section 212.055(2), Fla. Stat.

The ordinance provides that the portion of the annual independent audit performed in accordance with Section 218.39(1)(a), Fla. Stat. will be posted each year on the County's website in order to provide the public with easy access to information.

Section 5 of the ordinance sets forth the ballot language for the referendum as follows:

NOVEMBER 8, 2022
OFFICIAL BALLOT
MARTIN COUNTY, FLORIDA
LANDS FOR HEALTHY RIVERS, WATER QUALITY AND NATURAL RESOURCE PROTECTION
ONE-HALF CENT (0.5%) SALES SURTAX

SHALL MARTIN COUNTY PROTECT ITS UNIQUE CHARACTER, BY ACQUIRING ENVIRONMENTALLY SENSITIVE LANDS, WILDLIFE HABITAT, NATURAL AREAS AND BEACHES FOR CONSERVATION WITHIN INDIAN RIVER LAGOON SOUTH, PAL-MAR, LOXA-LUCIE, BLUEWAYS AREAS, WITH INDEPENDENT AUDITS PUBLISHED ON THE COUNTY WEBSITE AND PROVIDE MUNICIPAL INFRASTRUCTURE ALLOWED BY LAW, BY LEVYING A ONE-HALF PERCENT (0.5%) SALES TAX IN THE COUNTY FOR 10 YEARS STARTING JANUARY 1, 2023.

_____ YES For the one-half cent sales tax

_____ NO Against the one-half cent sales tax

ISSUES:

1. Whether to approve the proposed ordinance calling for a referendum on the question of whether to levy a one-half percent (one-half cent) local government infrastructure sales tax for ten years to acquire environmentally sensitive lands, wildfire habitat, natural areas and beaches for conservation within Indian River Lagoon South, Pal-Mar, Loxa-Lucie and Blueways areas.

2. Further direction regarding the ordinance and ballot language.

LEGAL SUFFICIENCY REVIEW:

This item has been reviewed for legal sufficiency to determine whether it is consistent with applicable law, has identified and addressed legal risks, and has developed strategies for legal defensibility.

RECOMMENDED ACTION:

RECOMMENDATION

If the Board would like to call for a referendum on the question of whether to levy a one-half percent local option sales surtax for ten years, the Board should approve the proposed ordinance.

ALTERNATIVE RECOMMENDATIONS

None

FISCAL IMPACT:

RECOMMENDATION

Dependent on the outcome of the referendum.

ALTERNATIVE RECOMMENDATIONS

None

DOCUMENT(S) REQUIRING ACTION:

☐ Budget Transfer / Amendment ☐ Chair Letter ☐ Contract / Agreement
☐ Grant / Application ☐ Notice ☒ Ordinance ☐ Resolution
☐ Other:

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BEFORE THE BOARD OF COUNTY COMMISSIONERS

MARTIN COUNTY, FLORIDA

ORDINANCE NUMBER XXXX

AN ORDINANCE CALLING FOR A REFERENDUM ON THE QUESTION OF WHETHER TO LEVY A ONE-HALF PERCENT (1/2 CENT) LOCAL GOVERNMENT INFRASTRUCTURE SALES SURTAX; PROVIDING FOR THE DURATION OF THE SURTAX; APPROVING THE LEVY OF SUCH SURTAX; PROVIDING FOR THE USE OF THE PROCEEDS OF SUCH LEVY IF APPROVED AT SUCH REFERENDUM; AUTHORIZATION, DIRECTION AND REFERENDUM PROCEDURE; AND PROVIDING FOR CONFLICTING PROVISIONS, SEVERABILITY, APPICABILITY, FILING WITH THE DEPARTMENT OF STATE AND THE DEPARTMENT OF REVENUE; AND PROVIDING AN EFFECTIVE DATE.

BE IT ENACTED BY THE BOARD OF COUNTY COMMISSIONERS OF MARTIN COUNTY, FLORIDA (the "County"):

SECTION 1. AUTHORITY FOR THIS ORDINANCE. This ordinance is enacted pursuant to Section 212.055(2), Section 101.161(1), Florida Statues, and other applicable provisions of law.

SECTION 2. APPROVAL OF LEVY OF SURTAX. Subject to voter approval as hereinafter set forth, the Martin County Board of County Commissioners, as the governing board of Martin County, Florida, hereby approves the levy of a one-half percent (1/2%) Local Government Infrastructure Surtax pursuant to Section 212.055(2), Florida Statues (the "Surtax") for a period of 10 years from the effective date of January 1, 2023, through and including December 31, 2032.

SECTION 3. SURTAX REFERENDUM. A referendum of the qualified electors residing in the area of the County is hereby called to be held on November 8, 2022, to determine whether or not the levy of the Surtax shall be approved by such qualified electors. All qualified electors residing in the area of the County shall be entitled and permitted to vote in such referendum.

SECTION 4. NOTICE OF SURTAX REFERENDUM. As required by law, notice of the Surtax referendum in substantially the form attached hereto as Exhibit "A" shall be published in Treasure Coast Newspapers or other newspaper publishing and of general circulation in the area of the county, at least twice, once in the fifth week and once in the third week prior to the week in which the referendum is to be held. This ordinance shall be published in full as part of the notice of such surtax referendum.

SECTION 5. OFFICIAL BALLOT. The form of the ballot to be used in the Surtax referendum shall be in substantially the following form:

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NOVEMBER 8, 2022
OFFICIAL BALLOT
MARTIN COUNTY, FLORIDA

LANDS FOR HEALTHY RIVERS, WATER QUALITY AND NATURAL RESOURCE PROTECTION
ONE-HALF CENT (0.5%) SALES SURTAX

SHALL MARTIN COUNTY PROTECT ITS UNIQUE CHARACTER, BY ACQUIRING ENVIRONMENTALLY SENSITIVE LANDS, WILDLIFE HABITAT, NATURAL AREAS AND BEACHES FOR CONSERVATION WITHIN INDIAN RIVER LAGOON SOUTH, PAL-MAR, LOXA-LUCIE, BLUEWAYS AREAS, WITH INDEPENDENT AUDITS PUBLISHED ON THE COUNTY WEBSITE AND PROVIDE MUNICIPAL INFRASTRUCTURE ALLOWED BY LAW, BY LEVYING A ONE-HALF PERCENT (0.5%) SALES TAX IN THE COUNTY FOR 10 YEARS STARTING JANUARY 1, 2023.

_____ YES For the one-half cent sales tax

_____ NO Against the one-half cent sales tax

SECTION 6. USE OF REVENUES BY THE COUNTY AND THE MUNICIPALITIES IN THE COUNTY.

(1) County Use. The County hereby commits to use all of the County's share of the proceeds of the Surtax, if the Surtax is approved by a majority of the voters voting in the referendum, as follows:

a. To acquire, by fee simple interest, environmentally significant land for the purposes of: preserving, conserving, and restoring the St Lucie River, the Indian River Lagoon, and the Loxahatchee River ecosystems, protecting drinking water sources, preserving natural areas and beaches, providing open space, protecting wildlife habitat and water storage/recharge areas. Land acquisition and preservation using the County's share of the Surtax proceeds shall be limited to the properties known or identified within Pal-Mar, Comprehensive Everglades Restoration Plan (CERP) Indian River Lagoon South (IRL-South) Natural Lands Component, Loxa-Lucie, Blueways, and those lands providing connections and wildlife corridors between publicly owned parks and conservation lands.

b. To acquire, by virtue of conservation easements, environmentally significant land for the purposes of: preserving, conserving, and restoring the St Lucie River, the Indian River Lagoon, and the Loxahatchee River ecosystems, protecting drinking water sources, preserving natural areas and beaches, providing open space, protecting wildlife habitat and water storage/recharge areas. Land acquisition and preservation using the County's share of the Surtax proceeds shall be limited to the properties known or identified within Pal-Mar, Comprehensive Everglades Restoration Plan (CERP) Indian River Lagoon South (IRL-South) Natural Lands Component, Loxa-Lucie, Blueways, and those lands providing connections and wildlife corridors between publicly owned parks and conservation lands. Conservation easements shall represent no more than 20% of the total cost for land acquired under this program.

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c. Up to 5% of the purchase price of any land acquired under 6(1)a through 6(1)b may be used to remove exotics and restore the conservation values of the acquired land.
d. Proceeds from the Surtax may be used to service new bond indebtedness incurred for the purposes listed in 6(1)a through 6(1)b. Bonding, if utilized, will be limited to 80% of the total forecasted receipts.
e. All land acquisitions by the County under Section 6(1)a through 6(1)b shall be in Martin County and will be for properties voluntarily offered for sale by the property owner. All land acquisitions shall be made in accordance with Florida law.
f. During the term of the surtax levy, the County shall annually post on its website the portion of the annual independent audit required by Section 218.39(1)(a), Fla. Stat. which examines expenditures of the surtax revenue.
g. The County will attempt, when available, to obtain matching funds from the federal government, the State of Florida, or any agency, district, branch, or commission for the purposes described in 6(1)a through 6(1)b.
h. The Sales Surtax revenues shall only be utilized for the activities outlined in 6(1)a through 6(1)d.

(2) Municipality uses. State law provides that municipalities are to receive a share of the Surtax revenues in accordance with the terms of any Interlocal agreement entered into between the Martin County Board of County Commissioners as the governing body of Martin County, Florida and the governing bodies of the municipalities representing a majority of Martin County's municipal population or, in the absence of an interlocal agreement, in accordance with the state revenue sharing formula. Municipalities may only spend their share of the Surtax revenues to finance, plan, and construct infrastructure and to acquire land for public recreation, conservation, or protection of natural resources, in accordance with Section 212.055(2), Florida Statues.

SECTION 7. AUTHORIZATION, DIRECTION AND REFERENDUM PROCEDURE. The Supervisor of Elections for Martin County, Florida, is authorized and directed to place the referendum question on the ballot for the November 8, 2022 General Election. The referendum shall be held and conducted in the manner prescribed by law. The results shall be canvassed by the Martin County Canvassing Board as soon as practicable. The Supervisor of Elections shall prepare and file results of such referendum and shall deliver the same to the Martin County Board of County Commissioners as the governing body of Martin County, Florida. Such results shall show the number of qualified electors who voted in said referendum and the number of votes cast respectively for and against the sales tax surcharge.

SECTION 8. REFERENDUM RESULTS. If a majority of the votes cast at such referendum in respect to the Surtax shall be Yes "For the One-Half Percent Sales Tax", such Surtax shall be approved and the Surtax shall thereupon be levied from and including January 1, 2023 and shall continue in full force and effect through and including December 31, 2032.

SECTION 9. AUTHORIZING NECESSARY ACTION. The County hereby authorizes the proper officials to do all things deemed necessary in connection with the holding of the referendum and the levy of the Surtax, if approved, to the extent provided by law and in this Ordinance.

SECTION 10. CONFLICTING PROVISIONS; REPEALING CLAUSE. Special acts of the Florida Legislature applicable only to unincorporated areas of Martin County, County ordinances and County

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resolutions, or parts thereof, in conflict with this Ordinance are hereby superseded by this Ordinance to the extent of such conflict.

SECTION 11. SEVERABILITY. If any word, phrase, clause, sentence or paragraph of this Ordinance is for any reason held or declared to be unconstitutional, inoperative or void, such holding shall not affect the remaining portions of this ordinance. If this Ordinance or any provision thereof shall be held to be inapplicable to any person, property or circumstances, such holding shall not affect its applicability to any other person, property or circumstances.

SECTION 12. APPLICABILTY OF ORDINANCE. This Ordinance shall be applicable throughout Martin County's jurisdiction.

SECTION 13. FILING WITH DEPARTMENT OF STATE AND DEPARTMENT OF REVENUE. The Clerk be and hereby is directed forthwith to send a certified copy of this ordinance to the Bureau of Administrative Code, Department of State and to the Department of Revenue.

SECTION 14. EFFECTIVE DATE. This ordinance shall take effect immediately upon filing with the Department of State.

SECTION 15. FILING WITH THE FLORIDA OFFICE OF PROGRAM POLICY ANALYSIS AND GOVERNMENT ACCOUNTABILITY. The County Attorney is directed forthwith to provide a certified copy of this Ordinance to the Florida Office of Program Policy Analysis and Government Accountability.

DULY PASSED AND ADOPTED THIS 3RD DAY OF MAY, 2022.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

_____
CAROLYN TIMMANN, CLERK OF THE
CIRCUIT COURT AND COMPTROLLER

_____
DOUG SMITH, CHAIRMAN

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
SARAH W. WOODS, COUNTY ATTORNEY

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Agenda Item Summary

File ID: 22-0752 DPQJ-1 **Meeting Date:** 5/3/2022

PLACEMENT: Departmental - Quasi-Judicial

TITLE:

REQUEST FOR APPROVAL OF THE FLORIDIAN GOLF CLUB SIXTH AMENDMENT TO THE PUD ZONING AGREEMENT, REVISED MASTER SITE PLAN, REVISED PHASING PLAN, AND REVISED PHASE 3 AND PHASE 4 FINAL SITE PLANS (F099-037)

EXECUTIVE SUMMARY:

This is a request for approval of a Sixth Amendment to the Floridian Golf Club PUD Zoning Agreement, including a revised master site plan, revised phasing plan, and revised Phase 3 and Phase 4 final site plans. The Floridian Golf Club is located on SW Murphy Road in Palm City and straddles the Martin and St. Lucie county line. The approximately 122 acres in Martin County includes an 18-hole golf course, club facilities, along with 36 residential units and associated infrastructure. Included is a request for a Certificate of Public Facilities Reservation.

DEPARTMENT: Growth Management

PREPARED BY: **Name:** Matthew Stahley
Title: Principal Planner

REQUESTED BY: Morris Crady, AICP (Agent) Lucido and Associates

PRESET:

PROCEDURES: Quasi-Judicial

BACKGROUND/RELATED STRATEGIC GOAL:

This is a request for approval of a Sixth Amendment to the Floridian Golf Club PUD Zoning Agreement, including a revised master site plan, revised phasing plan, and revised Phase 3 and Phase 4 final site plans. The Floridian Golf Club is located on SW Murphy Road in Palm City and straddles the Martin and St. Lucie county line. The approximately 122 acres in Martin County includes an 18-hole golf course, club facilities, along with 36 residential units and associated infrastructure. Included is a request for a Certificate of Public Facilities Reservation.

The Floridian Golf Club PUD Zoning Agreement and master site plan were originally approved in 2012. The project is comprised of 6 phases with most of the infrastructure and amenities in place.

The revised final site plan for Phase 3 involves a replat of lots 17 and 18 to create an additional lot 17A. The revised final site plan for phase 4 is replacing the previously approved recreation building with 2 additional proposed river cottages. The increase of one additional lot and 2 river cottages

increases the total number of residential units from 33 to 36. The proposed revisions also trigger revising the master site plan and phasing plan which must be consistent with the final site plans.

This application was not required to be heard by the Local Planning Agency pursuant to Section 10.5.F.9 LDR.

The following supporting items are attached:
-Staff Report
-Sixth PUD Amendment
-Draft Resolution to Approve Revised Phase 3 Final
-Draft Resolution to Approve Revised Phase 4 Final
-Revised Master Site Plan
-Revised Phasing Plan
-Revised Phase 3 Final Site Plan
-Revised Phase 4 Final Site Plan
-Application Materials
-Disclosure of Interest
-Sign Posting Certification
-Staff Presentation
-Draft Resolution to Deny Revised Phase 3 Final
-Draft Resolution to Deny Revised Phase 4 Final

ISSUES:

There are no unresolved issues associated with 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 request for the Sixth Amendment to the Floridian Golf Club PUD including the revised master and phasing plan and the revised Phase 3 and Phase 4 final site plans.

ALTERNATIVE RECOMMENDATIONS

None

FISCAL IMPACT:

RECOMMENDATION

None

ALTERNATIVE RECOMMENDATIONS

None

DOCUMENT(S) REQUIRING ACTION:

☐ Budget Transfer / Amendment ☐ Chair Letter ☒ Contract / Agreement

☐ Grant / Application ☐ Notice ☐ Ordinance ☒ Resolution

☒ Other: 2 Resolutions

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MARTIN COUNTY, FLORIDA
DEVELOPMENT REVIEW

STAFF REPORT

A. Application Information

FLORIDIAN GOLF CLUB PUD

6TH PUD AMENDMENT AND REVISED MASTER SITE PLAN, REVISED PHASING PLAN, AND REVISED PHASE 3 AND PHASE 4 FINAL SITE PLANS

Applicant:	Floridian National Golf Club, LLC
Property Owner:	Floridian National Golf Club, LLC
Agent for the Applicant:	Morris A. Crady, AICP, Lucido & Associates
County Project Coordinator:	Matt Stahley, Principal Planner
Growth Management Director:	Paul Schilling
Project Number:	F099-037
Record Number:	DEV2022010011
Report Number:	2022_0408_F099-037_Staff_Report_Final
Application Received:	02/04/2022
Transmitted:	02/04/2022
Date of Report:	04/08/2022

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B. Project description and analysis

A request by Floridian National Golf Club, LLC for a 6th PUD amendment and concurrent revised master site plan, revised phasing plan, and revised phase 3 and phase 4 final site plans. The revised final site plan for Phase 3 is needed to replat lots 17 and 18 to create and additional lot 17A. The revised final site plan for phase 4 is required to replace the previously approved recreation building with 2 proposed river cottages. The increase of one additional lot and 2 river cottages increases the total number of residential units from 33 to 36. The Floridian Golf Club is located on SW Murphy Road in Palm City and is straddles the Martin and St. Lucie County line. The project includes a golf course and associated amenities along with 36 homesites and the associated infrastructure. Included with this application is a request for a Certificate of Public Facilities Reservation.

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	Matt Stahley	320-3047	Comply
G	Development Review	Matt Stahley	320-3047	Comply
H	Urban Design	Matt Stahley	320-3047	N/A
H	Community Redevelopment	Matt Stahley	320-3047	N/A
I	Property Management	Ellen Macarthur	288-5794	N/A
J	Environmental	Shawn McCarthy	288-5508	Comply
J	Landscaping	Karen Sjoholm	288-5909	Comply
K	Transportation	Lukas Lambert	221-2300	Comply
L	County Surveyor	Tom Walker	288-5928	NA
M	Engineering	Clark Bridgman	288-5416	Comply
N	Addressing	Emily Kohler	288-5692	Comply
N	Electronic File Submission	Emily Kohler	288-5692	Comply
O	Water and Wastewater	James Christ	320-3034	Comply
O	Wellfields	James Christ	320-3034	Comply
P	Fire Prevention	Doug Killane	419-5396	Comply
P	Emergency Management	Sally Waite	219-4942	N/A
Q	ADA	Clark Bridgman	288-5416	Comply
R	Health Department	Nick Clifton	221-4090	N/A
R	School Board	Kimberly Everman	223-3105	N/A
S	County Attorney	Krista Storey	288-5443	Review Ongoing
T	Adequate Public Facilities	Matt Stahley	219-4923	Reservation

D. Review Board action

This is an application requesting approval of a Revised PUD Final Site Plan for a phased PUD that has an approved Master Site Plan. This application is classified as a major development which has received a prior site plan approval. As such, final action on this request for approval is required by the Board of County Commissioners at a public meeting pursuant to Section 10.5.F.9., Land Development Regulations, Martin County, Fla., (2019).

Pursuant to Section 10.4.A.1., Land Development Regulations, Martin County, Fla., a review of this application is not required by the Local Planning Agency (LPA).

E. Location and site information

Parcel number(s) and address:
Existing Zoning: PUD, Planned Unit Development
Future land use: Estate Density-2 UPA

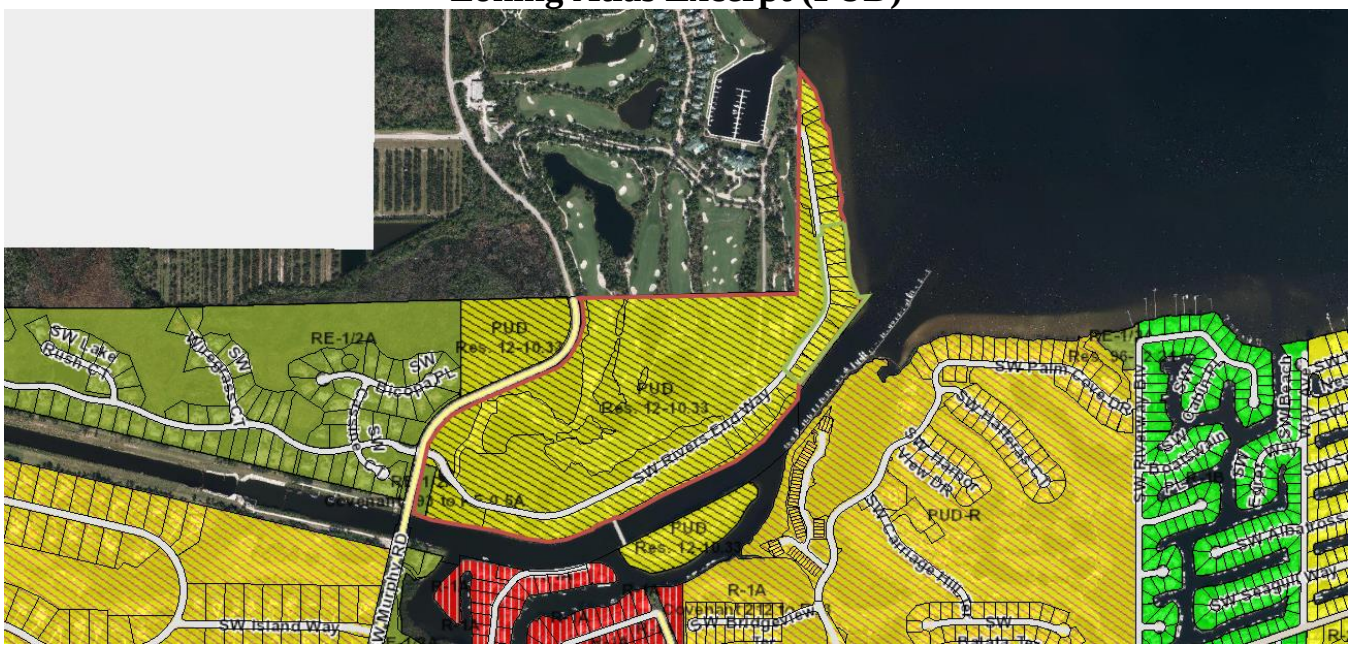
Figure 1: Location Map



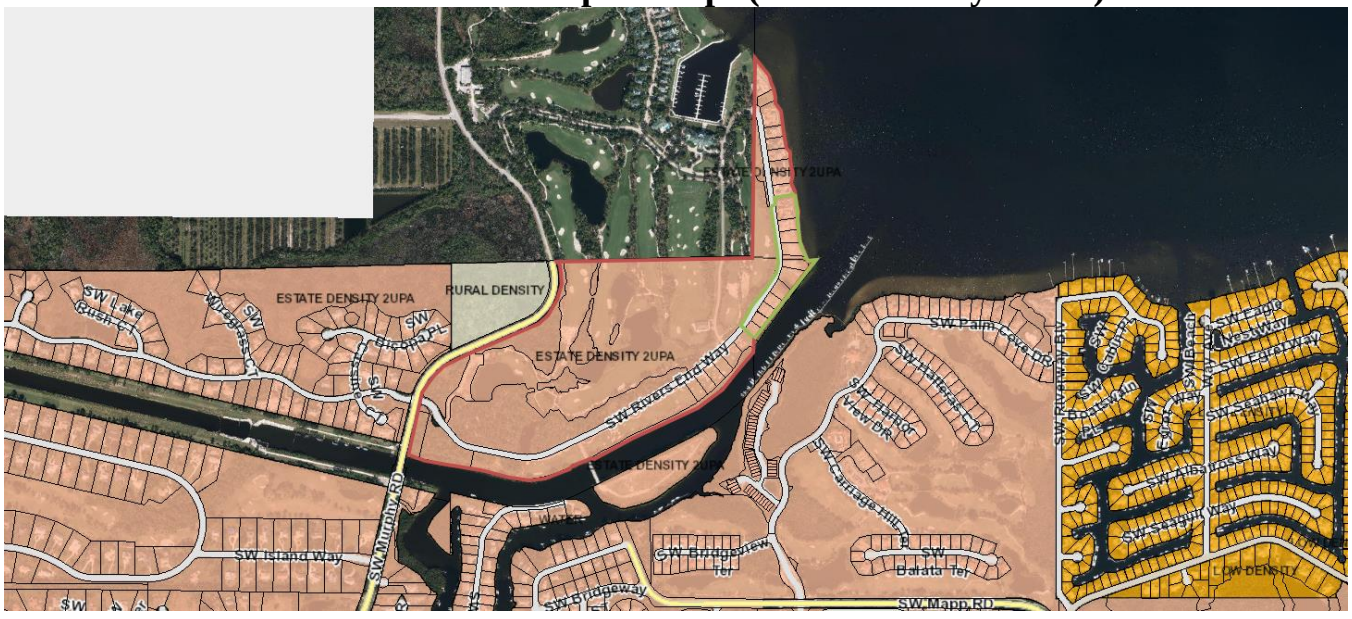
Aerial



Zoning Atlas Excerpt (PUD)



Future Land Use Map Excerpt (Estate Density 2UPA)



Development Overlay


SW Palm Cove DR
SW Riverview Dr
SW Palm Cove Ln
SW Hibiscus Terrace
SW Hibiscus View Dr
SW Coconut Palm Dr
SW Mariner Cir
SW Mariner Ct
SW Mariner Way
SW Mariner Dr
SW Mariner Cove Dr
SW Mariner Ln
SW Mariner Crossing
SW Mariner Pl
SW Mariner Cir
SW Mariner Terrace
SW Mariner Ter
SW Mariner Ct
SW Mariner Loop
SW Mariner Rd
SW Mariner Trail
SW Mariner Creek Dr
SW Mariner Creek Ln
SW Mariner Creek Ct
SW Mariner Creek Pl
SW Mariner Creek Cir
SW Mariner Creek Terrace
SW Mariner Creek Ter
SW Mariner Creek Loop
SW Mariner Creek Rd
SW Mariner Creek Trail
SW Mariner Creek Crossing
SW Mariner Creek Way

Design reviewer was not required to review this application. MARTIN COUNTY, FLA., LDR SECTION 4.871.B. (2016)

Community Redevelopment Area

The proposed project is not located within a Community Redevelopment Area. Therefore, the Community Redevelopment Area reviewer was not required to review this application. MARTIN COUNTY, FLA., LDR ARTICLE 3, DIVISION 6 (2016)

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

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 Real Property Management.

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

Environmental

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

Landscape

Findings of Compliance:
The Growth Management Department staff has reviewed the application and finds it in compliance with the applicable Land Development Regulations regarding landscaping. The applicant has proposed amendment to the previously approved golf course and associated support facilities. These revised landscape plans have modified layout and placement to accommodate construction of 2 additional golf cottages and split an existing lot along the waterfront into two lots.
Martin county, FL Land Development Regulations Section 4.661.B.2 (2013) states that Administrative amendments to approved development orders pursuant to section 10.14 LDR shall not be required to provide a landscape plan unless the proposed amendment would substantially affect the existing landscaping. The proposed modification does not result in any substantial change to approved landscaping.

As-built landscape plans submitted prior to the release of a certificate of occupancy will be checked against the approved drawings. Inconsistencies may block the issuance of the certificate of occupancy and cause the applicant to begin the application process for a change or an amendment to the development order.

K. Determination of compliance with transportation requirements - Engineering Department

Findings of Compliance:
The Traffic Division of the Engineering Department finds this application in compliance.

Compliance with Adequate Public Facilities Ordinance:

This application satisfies the Adequate Public Facilities Standard; it is exempt as it is a development, a development alteration, or an expansion that does not create additional impact on the roadway network (Article 5, Division 2, Section 5.32.D.3.f).

Roadway capacity was reserved March 3, 2015 with the approval of the Floridian Golf Club PUD Phase 3 Final Site Plan.

L. Determination of compliance with county surveyor - Engineering Department

N/A
The applicant has provided a certified boundary and topographic survey for the proposed development, pursuant to Section 10.1.E., LDR, Martin County, Fla. (2019). Therefore, the Engineering Department was not required to review this application for consistency with the Martin County Codes for survey requirements contained in Article 4, LDR, Martin County, Fla.

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

Engineering

Findings of Compliance:
The application was reviewed for compliance with the following Divisions of the Land Development Regulations. Staff's finding is summarized after each:

1. Division 8- Excavation, Fill, and Mining: The applicant demonstrated in the Engineer's Opinion of Probable Excavation, Fill, and Hauling that the amount of proposed excavation balanaces with the amount of fill needed for the site; therefore, hauling material from the site is not approved with this Development Order. The applicant demonstrated compliance with Division 8.

2. Division 9- Stormwater Management:
   a) The applicant has demonstrated the proposed development discharge rate is lower than the allowable discharge rate for the project and that flows from the development to the west will be adequately passed through the project via a series of interconnected storm culverts.
   b) The applicant is proposing the minimum finished floor elevation be set above the predicted elevation of stormwater that will stage within the development after a 100-year storm having a three-day duration and without any discharge from the development.
   c) The applicant is proposing the minimum edge of roadway elevation be set above the predicted elevation of stormwater that will stage within the development after a 10-year storm having a one-day duration.
   d) The applicant has demonstrated that the system provides 150% additional water quality criteria for wet detention systems a, recovers half of the water quality volume between 24 hours and 5 days, and recovers 90% of the entire volume within 12 days after the storm event.
   e) Thereby, the required attenuation, flood protection, and water quality treatment is in compliance with Division 9.

3. Division 10 - Flood Protection: This site does not fall within a Special Flood Hazard Area. The applicant demonstrated that the minimum finished floor elevation is set at or above the maximum predicted stage of the 100-year 3-day storm event; therefore, the applicant demonstrated compliance with Division 10.

4. Division 14 - Parking and Loading: The applicant demonstrated compliance with the parking requirements set forth in Division 14.

5. Division 19- Roadway Design: The applicant is not proposing to make modifications to the existing entrances on TO SE Rivers End Way; therefore, the proposed design meets the requirements in Division 19.
ADA

The Engineering Department finds this application in compliance provided the Development Order includes conditions for the following:

Hauling of fill from the site is prohibited. The routes and timing of any fill to be hauled to the site shall be coordinated with the County Engineer. Compliance with all County excavation and fill regulations is required.

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. (2022).

Electronic File Submittal

Findings of Compliance
Both AutoCAD site plan and boundary survey were received and found to be in compliance with Section 10.2.B.2., Land Development Regulations, Martin County, Fla. (2022)

O. Determination of compliance with utilities requirements - Utilities Department

Water and Wastewater Service

Findings of Compliance:
This development application has been reviewed for compliance with applicable statutes and ordinances and the reviewer finds it in compliance with Martin County's requirements for water and wastewater level of service. [Martin County, Fla., LDR, Article 4, Division 6 and 7, (2016)]

Wellfield and Groundwater Protection

Findings of Compliance:
The application has been reviewed for compliance under the Wellfield Protection Program. The reviewer finds the application in compliance with the Wellfield Protection and Groundwater Protection Ordinances. [Martin County, Fla., LDR, Article 4, Division 5] (2016)

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

Fire Prevention

Findings of Compliance:
The Fire Prevention Bureau finds this submittal to be in compliance with the applicable provisions governing construction and life safety standards. This occupancy shall comply with all applicable provisions of governing codes whether implied or not in this review, in addition to all previous requirements of prior reviews.

Emergency Preparedness

Findings of Compliance:
The applicant has previously provided a Hurricane Action Plan, which will be included in the Declaration of Covenants and Restrictions and provided to all property owners. Therefore, this application is consistent with the emergency management requirements for residential development in conformance with the Martin County Land Development Regulations, Comprehensive Growth Management Plan and County Code.

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

Compliance Findings:
The Public Works Department staff has reviewed the application and finds it in compliance with the applicable Americans with Disability Act requirments. (2014 FBC, FITH EDITION\ACCESSIBILITY)

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

Martin County Health Department

The applicant has indicated that the proposed final site plan contains no onsite potable wells or septic disposal systems. Therefore, the Department of Health was not required to review this application for consistency with the Martin County Code requirements within the Land Development Regulations or Comprehensive Growth Management Plan. [Martin County, Fla., LDR Section 10.1.F. (2016)]

Martin County School Board

The School Board staff has reviewed this application for compliance with Florida Statutes, Martin County code and School Board Policy and has no objection to this application.

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 following is a summary of the review for compliance with the standards contained in Article 5.32.D of the Adequate Public Facilities, Land Development Regulations (LDR's), Martin County Code for a Certificate of Adequate Public Facilities Reservation.

Potable water facilities (Section 5.32.D.3.a, LDR)
Service provider - Martin County
Findings - Comply
Source - Utilities and Solid Waste Department
Reference - see Section O of this staff report

Sanitary sewer facilities (Section 5.32.D.3.b, LDR)
Service provider - Martin County
Findings - Comply
Source - Utilities and Solid Waste Department
Reference - see Section O of this staff report

Solid waste facilities (Section 5.32.D.3.c, LDR)
Findings – In Place
Source - Growth Management Department

Stormwater management facilities (Section 5.32.D.3.d, LDR)
Findings – Comply
Source - Engineering Department
Reference - see Section M of this staff report

Community park facilities (Section 5.32.D.3.e, LDR)
Findings – In Place
Source - Growth Management Department

Roads facilities (Section 5.32.D.3.f, LDR)
Findings - Comply
Source - Engineering Department
Reference - see Section K of this staff report

Public safety facilities (Section 5.32.D.3.h, LDR)
Findings - Comply
Source - Growth Management Department
Reference - see Section P of this staff report

Public school facilities (Section 5.32.D.3.i, LDR)
Findings - Comply
Source - Growth Management Department
Reference - see Section R of this staff report

A timetable for completion consistent with the valid duration of the development is to be included in the Certificate of Public Facilities Reservation. The development encompassed by Reservation Certificate must be completed within the timetable specified for the type of development.

U. Post-approval requirements

Approval of the development order is conditioned upon the applicant's submittal of all required documents, executed where appropriate, to the Growth Management Department (GMD), including unpaid fees, within sixty (60) days of the final action granting approval.

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:
Post Approval Fees: The applicant is required to pay all remaining fees when submitting the post approval packet. If an extension is granted, the fees must be paid within 60 days from the date of the development order. Checks should be made payable to Martin County Board of County Commissioners.

Item #4:
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 #5:
One (1) copy of the recorded warranty deed if a property title transfer has occurred since the site plan approval. If there has not been a property title transfer since the approval, provide a letter stating that no title transfer has occurred.

Item #6:
Original and one (1) copy of the current Unity of Title in standard County format if a property title transfer has occurred since the site plan approval. If there has not been a property title transfer since the approval, provide a letter stating so that no transfer has occurred.

Item #7:
1 (1) 24" x 36" copy of the approved construction plans signed and sealed by the Engineer of Record licensed in the State of Florida. Rolled

Item #8:
1 (1) copies 24" x 36" of the approved revised master site plan.

1 (1) copies 24" x 36" of the approved revised phasing plan.

1 (1) copies 24" x 36" of the approved revised phase 3 final site plan.

1 (1) copies 24" x 36" of the approved revised phase 4 final site plan.

Item #9:
One copy of the executed 6th PUD zoning agreement amendment

Item #10:
(1) 24" x 36" copy of the approved landscape plan signed and sealed by a landscape architect licensed in the State of Florida.

Item #11:
One (1) digital copy of site plan in AutoCAD 2006 or 2007 drawing format (.dwg). The digital version of the site plan must match the hardcopy version as submitted.

Item #12:
Original of the construction schedule.

Item #13:
Two (2) originals of the Cost Estimate, on the County format which is available on the Martin County website, signed and sealed by the Engineer of Record licensed in the State of Florida.

Item #14:
Original of the Engineer's Design Certification, on the County format which is available on the Martin County website, signed and sealed by the Engineer of Record licensed in the State of Florida.

V. Local, State, and Federal Permits

Approval of the development order is conditioned upon the applicant's submittal of all required applicable Local, State, and Federal Permits, to the Growth Management Department (GMD), prior to the commencement of any construction. An additional review fee will be required for Martin County to verify that the permits are consistent with the approved development order.

W. 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:

Fee type:	*Fee amount:*	*Fee payment:*	*Balance:*
Application review fees:	$13,800.00	$13,800.00	$0.00
Inspection Fees:	$4,000.00	$4,000.00	
Recording fees*:	TBD		

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

X. General application information

Applicant: Floridian National Golf Club, LLC
Giles Kibbe
3700 SE Floridian Drive
Palm City, FL 34990
772-781-7700

Agent: Morris A. Crady, AICP
Lucido & Associates

701 East Ocean Blvd
Stuart, FL 34994
772-220-2100

Y. 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

Z. Attachments

[blank space above line reserved for recording data]

SIXTH AMENDMENT TO FLORIDIAN GOLF CLUB

PLANNED UNIT DEVELOPMENT ZONING AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 2022, by and between FLORIDIAN NATIONAL GOLF CLUB, LLC, a Florida limited liability company, f/k/a FLORIDIAN GOLF RESORT, LLC, hereinafter referred to as OWNER, and MARTIN COUNTY, a political subdivision of the State of Florida, hereinafter referred to as COUNTY.

WITNESSETH:

WHEREAS, after appropriate notice, public hearing and approval, OWNER and COUNTY on or about the 23rd day of October 2012, entered into a Planned Unit Development Zoning Agreement for the development of a project in Martin County, Florida, known as "Floridian Golf Club PUD", which Agreement is recorded at Official Records Book 2616, beginning at Page 1910 of the Public Records of Martin County, Florida, the "Original Agreement" which has been amended through and including that certain Fifth Amendment to Floridian Golf Club Planned Unit Development Zoning Agreement, dated July 13, 2021, and recorded in Official Records Book 3249, beginning at Page 1006 of the Public Records of Martin County, Florida the "Fifth Amendment", and collectively with the Original Agreement and all amendments thereto being referred to "the "PUD Agreement"; and

WHEREAS, OWNER desires to amend the PUD Agreement in order to replace the previously approved Revised Master Site Plan, Revised Timetable for Development, Revised Phasing Plan, and Revised Special Conditions with revised documents.

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

1. The above recitals are true and correct and incorporated herein by this reference.

2. The Revised Master Site Plan and Revised Phasing Plan attached hereto as **Revised Exhibit D** and **Revised Exhibit E-1,** respectively, replace and supersede all previously approved versions of the Master Site Plan, Revised Master Site Plans, Phasing Plan and Revised Phasing Plans. **Revised Exhibit D** and **Revised Exhibit E-1** reflect the addition of a single-family residential lot in Phase 3, and the addition of two (2) River Cottage Units, within Phase 4, which will be conveyed individually by way of condominium documents in accordance with Florida Statutes.

3. The Revised Timetable for Development attached hereto as **Revised Exhibit E** replaces and supersedes all previously approved versions of the Timetable for Development. **Revised Exhibit E** reflects revisions to the Replat of Phase 3, and the revisions to Phase 4 for consistency with the revisions to the Revised Master Site Plan described in paragraph 2 above.

4. The Revised Special Conditions attached hereto as **Revised Exhibit F**, replaces and supersedes all previously approved versions of the Special Conditions. **Revised Exhibit F**, reflects the following revisions:

4.1. Special Condition 2:

A. The five (5) "lake cottage units" identified as Phase 6 on the Revised Phasing Plan may be conveyed individually by way of condominium documents in accordance with Florida Statutes. Vehicular parking for the units shall be provided within Phase 6 and/or at the golf clubhouse with the understanding that owners and guests may utilize golf carts on the private roads within the project to access the units from the clubhouse.

Access and parking for the units have been designed to accommodate vehicles and golf carts.

B. The four (4) "river cottage units" identified within Phase 4 on the Revised Phasing Plan may be conveyed individually by way of condominium documents in accordance with Florida Statutes. Vehicular parking for the units shall be provide within Phase 4 and/or at the golf clubhouse with the understanding that owners and guests may utilize golf carts on the private roads within the project to access the units from the clubhouse. Access and parking for the units have been designed to accommodate vehicles and golf carts.

4.2. Special Condition 18 D. is added and reads as follows:

The side setback along the southerly boundary of Lot 13, Floridian Golf Club PUD, Phase 3, according to the plat thereof, as recorded in Plat Book 17, Page 48 of the public records of Martin County, Florida, shall be 7.5 feet.

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

IN WITNESS WHEREOF, the parties hereto have caused this PUD Amendment to be made and entered into the day and year first written. The date of this PUD Amendment shall be the date on which this PUD Amendment was approved by the Board of County Commissioners.

OWNER

WITNESSES:

FLORIDIAN NATIONAL GOLF CLUB, LLC, a Florida limited liability company f/k/a FLORIDIAN GOLF RESORT, LLC

_____
Name:_____

_____
Name:_____

By:_____
Giles Kibbe, President

3700 SE Floridian Drive
Palm City, Florida 34990

STATE OF _____

COUNTY OF _____

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments before me by means of ☒ physical presence or ☐ online notarization, appeared Giles Kibbe, President of Floridian National Golf Club, LLC, a Florida limited liability company, f/k/a Floridian Golf Resort, LLC, on behalf of the company, who ☐ is personally known to me or ☐ has produced _____as identification, to me known to be the person described herein and who executed the foregoing instrument and acknowledged before me that he executed same.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 2022.

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

COUNTY

ATTEST:

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

By: _____
Doug Smith, Chairman

_____
Carolyn Timmann
Clerk of the Circuit Court and Comptroller

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

(COMMISSION SEAL)

_____
Krista A. Storey
Senior Assistant County Attorney

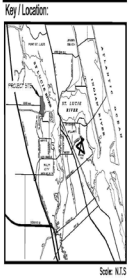
Pursuant to Sec. 695.26, F.S.
Prepared by:
Robert S. Raynes, Jr., Esquire
Gunster, Yoakley & Stewart, P.A.
800 SE Monterey Commons Blvd., Suite 200
Stuart, Florida 34996

REVISED EXHIBIT D
REVISED MASTER SITE PLAN



lucido & associates

Key / Location:



Scale: N.T.S

Project Team:

Applicant:
Floridian National Golf Club, LLC
3700 SE Floridian Drive
Palm City, FL 34990
772-781-7700

Land Planner / Landscape Architect:
Lucido & Associates
701 E Ocean Blvd
Stuart, FL 34994
772-220-2100

Civil Engineer / Surveyor:
Cotleur & Terpening
2685 S. 25th Street
Fort Pierce, FL 34981
772-464-3537

Environmental:
ERI Consultants
1000 SE Monterey Commons Blvd, Suite 208
Stuart, FL 34996
772-287-9771

FLORIDIAN
GOLF CLUB PUD

Martin County, Florida

Revised Master Plan

Date	By	Description
12.04.17	S.L.S.	Revised per 4th PUD Amendment
06.21.18	S.L.S.	1st Resubmittal
11.27.18	S.L.S.	2nd Resubmittal
01.23.19	S.L.S.	SWD Revisions
11.06.2019	S.L.S.	Revised per 5th PUD Amendment
4.8.2021	S.L.S.	Resubmittal #1

NORTH

SCALE: 1" = 250'

0 75' 250' 500'

REG. # 1018
Thomas P. Lucido

Designer DM
Manager MC
Project Number 12-017
Municipal Number –
Computer File

Sheet
1 of 2

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Land Use Legend

- Wetland Preserve (7.65 Ac.)
- Scrub Preserve (9.60 Ac.)
- Pine Flatwood Preserve (20.30 Ac.)
- Created Pine Flatwood (0.56 Ac.)

Building and Lot Data

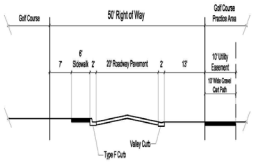
Existing Golf Shelter:		1,153 sf
Existing Teaching Center:		4,420 sf
Recreation Building (Amenity Area):		4,749 sf
Pool House (Amenity Area):		808 sf
2-Story Lake Cottages:	3 units (4 Bedrooms Each)	2,773 sf Each
	2 units (4 Bedrooms Each)	2,860 sf Each
2-Story Golf Villas:	4 units (6 Bedrooms Each)	7,008 sf Each
Maximum Height:		30 Feet (3 story)
Single Family Lots 1 thru 22:		15,000 sf (min)
Single Family Lots 23 thru 26:		25,000 sf (min)
Average Lot Size:		21,800 sf

General Notes:

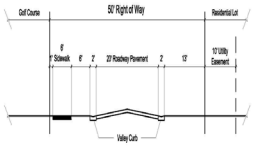
- Preserve areas may not be altered except in compliance with the Preserve Area Management Plan (PAMP) approved by Martin County.
- Wetland Buffer preserve areas and upland preserves shall be protected from encroachment, construction and other activities by providing a minimum 15' setback from all proposed structures. Excavation and fill activities must maintain a minimum 5' setback from preserve areas. The maximum slope of fill adjacent to the setback shall not exceed one (1) foot vertical to four (4) feet horizontal.
- The 75' and 25' Shoreline Protection Zone shall be re-vegetated in accordance with the approved PAMP and PUD Special Conditions prior to the issuance of a CO within the phase in which they are located.
- Upland Preserve areas void of native vegetation shall be re-vegetated in accordance with the PAMP prior to the issuance of a CO in Phase 2.
- All roads within the PUD shall be private and maintained by the Property Owners Association (POA).
- Private roads may be used by Golf Carts pursuant to POA Guidelines.

Site Data:

Total Site Area:	5,297,298 sf	(121.61 ac)
Total Residential Units:	33 units	
Gross Residential Density:	0.27 upa	
Total Preserve:	1,592,134 sf	(36.55 ac)
Developable Area:	3,705,154 sf	(85.06 ac)
Impervious Area:	1,179,768 sf	(27.02 ac) (22%)
Residential Lots (80% max)	512,512 sf	(11.77 ac)
Buildings Footprints:	25,894 sf	(0.59 ac)
Cart Path / Sidewalks:	80,065 sf	(1.84 ac)
Gravel Cart Path:	20,370 sf	(0.47 ac)
Pavement:	204,203 sf	(4.69 ac)
Lakes:	286,708 sf	(6.63 ac)
Water Features:	21,928 sf	(0.50 ac)
Waterfront Amenity Center:	23,369 sf	(0.54 ac)
Pervious Area:	4,118,520 sf	(94.59 ac) (78%)
Residential Lots (20% min):	126,129 sf	(2.94 ac)
Right-Of-Way:	156,097 sf	(3.58 ac)
Wetland Preserve:	333,152 sf	(7.65 ac)
Scrub Preserve:	374,816 sf	(8.60 ac)
Pine Flatwood Preserve:	884,416 sf	(20.30 ac)
Created Pine Flatwood:	24,225 sf	(0.56 ac)
Golf Course:	1,827,010 sf	(41.94 ac)
Golf Course Practice Area:	280,515 sf	(6.44 ac)
Waterfront Amenity Center:	112,044 sf	(2.57 ac)
Existing Zoning:	PUD	
Future Land Use Designation:	Estate Density, Rural Density	
Existing Use:	Golf Course Community	



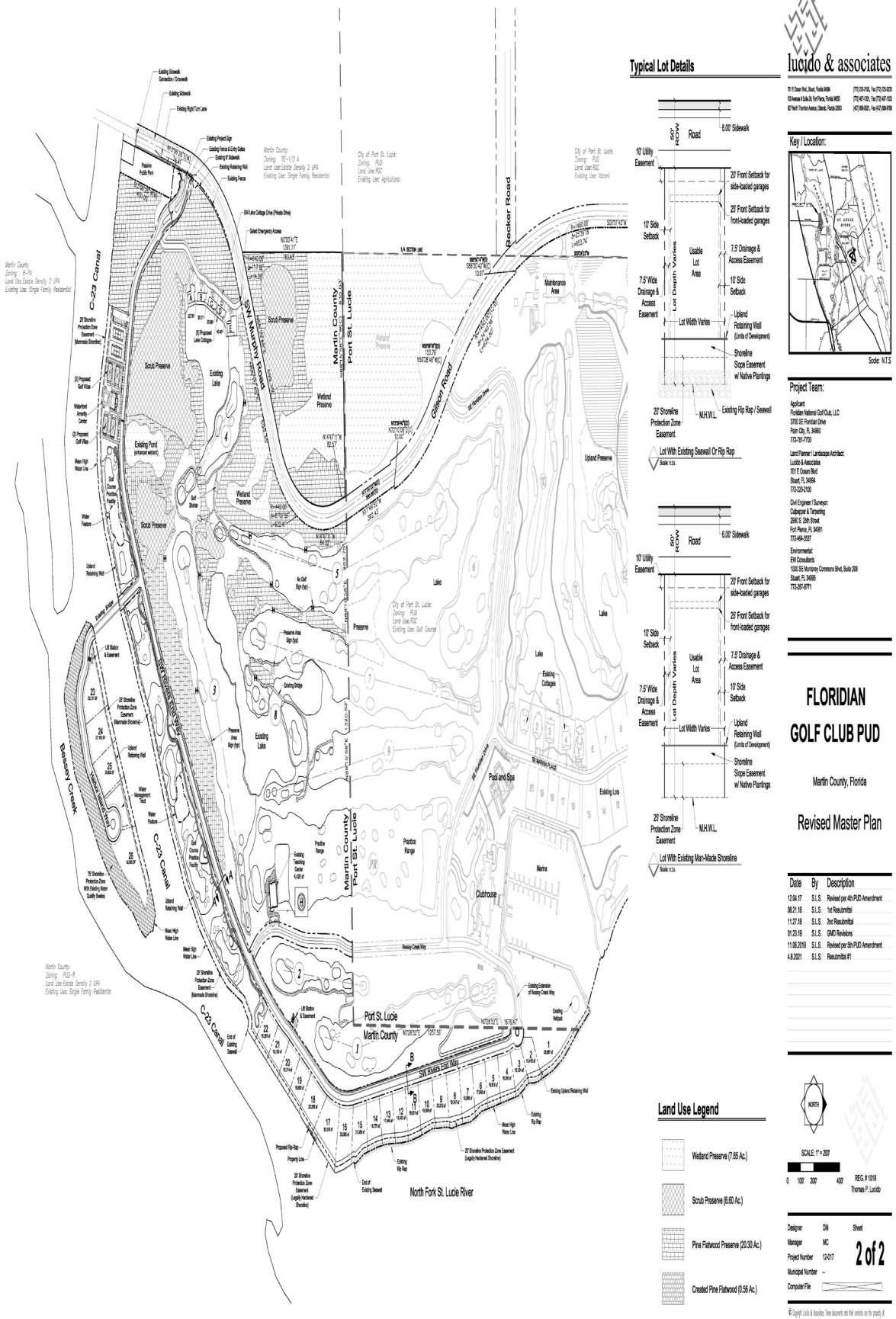
Typical Roadway Section A-A'
Scale: 1" = 10'



Typical Roadway Section B-B'
Scale: 1" = 10'

Revised April 20, 2022

ACTIVE:14209052.5



Revised April 20, 2022

ACTIVE:14209052.5

REVISED EXHIBIT E

REVISED TIMETABLE FOR DEVELOPMENT

A. This development shall be constructed in accordance with this timetable of development. This development shall be constructed in phases in accordance with the phasing plan, attached as **Revised Exhibit E-1**.

B. 1. The core infrastructure improvements, consisting of the required stormwater management system, the appropriate NPDES components, stabilized roadways, and adequate fire protection must be completed before issuance of building permits. All required improvements, including but not limited to roads, sidewalks, stormwater and drainage facilities, utilities, landscaping, recreational amenities and those identified on the final site plan for the applicable phase, must be substantially completed, as determined by the County Engineer, prior to the issuance of any certificate of occupancy and prior to the timetable set forth below.

2. Utilities in any phase shall be completed and turned over to Martin County prior to the issuance of a certificate of occupancy for a structure in a subsequent phase which relies upon the water and wastewater utilities of the prior phase.

The phases to be constructed and the time period within which final site plan approval of each phase must be obtained and completed are as follows:

Final Site Plan and/or Plat Approval (on or before)	Completion (on or before)	Elements of Phase to be constructed
Phase 1 – Completed	Completed	Existing golf course, teaching center and related facilities, relocation of helipad, existing golf course preserve areas, teaching center including right turn lane on SW Murphy Road, sidewalk and utilities connection to SW Murphy Road.
Phase 2 – Completed	Completed	10 single-family lots (Lots 1-10), extension of Bessey Creek Way (in Port St. Lucie) to SW Rivers End Way (in Martin County) to provide legal access to Lots 1-10, including temporary turnaround on Lot 11, supporting infrastructure improvements and management of additional preserve areas per PAMP requirements.

Final Site Plan and/or Plat Approval (on or before)	Completion (on or before)	Elements of Phase to be constructed
Replat Phase 3 –	~~August 27, 2020~~ August 27, 2024	Convert Lots 23-28 to permanent golf course tract and fill in the existing boat basin between Lot 17 and 18 (Completed). Replat Lot 17 and Lot 18 to create Lot 17A.
Phase 4 – Completed	Dec. 14, 2026	~~2~~ 4 River Cottages, Amenity Center and portion of golf course practice area, supporting infrastructure improvements and shoreline restoration per PAMP requirements.
Plat Phase 4 -	Dec. 14, 2026	
Phase 5 – Dec. 21, 2024	Dec. 14, 2026	4 single-family "island" lots (Lots 23-26), completion of SW Harbor Island Way, supporting infrastructure improvements and shoreline restoration per PAMP requirements.
Phase 6 – Completed	Completed	5 lake cottages, completion of SW Lake Cottage Way parking, emergency access connection to SW Murphy Road and supporting infrastructure improvements.

REVISED EXHIBIT E-1
REVISED PHASING PLAN



Phasing Schedule:

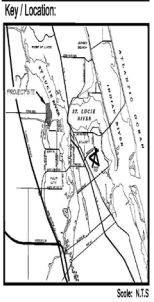
Phase	Description
1	Existing golf course, teaching center and related facilities; relocation of Helipad; existing golf course preserve areas, reconstruction of SW River's End Way to teaching center including right turn lane on SW Murphy Road, sidewalk and utilities connection to SW Murphy Road
2	10 Single Family Lots (1-10); Extension of Bessey Creek Way (in Port St Lucie) to River's End Way (in Martin County) to provide legal access to lots 1-10, including temporary turnaround on lot 11; Supporting infrastructure improvements and management of additional preserve areas per PAMP requirements
3	12 Single Family Lots (11-22); Completion of SW River's End Way; a portion of the Permanent Golf Course Practice area; Supporting infrastructure improvements and shoreline restoration per PAMP requirements
4	Portion of Permanent Golf Course Practice area; Waterfront Amenity Center; 4 Golf Villas; Supporting infrastructure improvements and shoreline restoration per PAMP requirements.
5	4 Single Family "Island" Lots (23-26); Completion of SW Harbor Island Way; Supporting infrastructure improvements and shoreline restoration per PAMP requirements
6	5 Lake Cottages; Completion of SW Lake Cottage Way and golf cart / vehicle parking; Emergency access connection to SW Murphy Road and supporting infrastructure improvements

Land Use Legend

- Wetland Preserve (7.65 Ac.)
- Scrub Preserve (8.60 Ac.)
- Pine Flatwood Preserve (20.30 Ac.)
- Created Pine Flatwood (0.56 Ac.)

lucido & associates

Key / Location:



Scale: N.T.S

Project Team:

Applicant:
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3700 SE Floridian Drive
Palm City, FL 34990
772-781-7700

Land Planner / Landscape Architect:
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Stuart, FL 34994
772-220-2100

Civil Engineer / Surveyor:
Culpepper & Terpening
2980 S. 25th Street
Fort Pierce, FL 34981
772-464-3537

Environmental:
EW Consultants
1000 SE Monterey Commons Blvd, Suite 208
Stuart, FL 34996
772-287-8771

FLORIDIAN GOLF CLUB PUD

Martin County, Florida

Revised Phasing Plan

Date	By	Description
12.04.17	S.L.S.	Revised per 4th PUD Amendment
08.21.18	S.L.S.	1st Resubmittal
11.27.18	S.L.S.	2nd Resubmittal
01.23.19	S.L.S.	GMD Revisions
11.06.2019	S.L.S.	Revised per 5th PUD Amendment

NORTH

SCALE: 1" = 250'

0 75' 250' 500'

REG. # 1018
Thomas P. Lucido

Designer	DM	Sheet
Manager	MC	1 of 1
Project Number	11-133	
Municipal Number	–	
Computer File	Floridian PUD Revised Phasing Plan 9.dwg	

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Revised April 20, 2022

ACTIVE:14209052.5

REVISED EXHIBIT F

REVISED SPECIAL CONDITIONS

1. ADDITIONAL REQUIREMENTS

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

2. COTTAGE UNITS

A. The five (5) "lake cottage units" identified as Phase 6 on the Revised Phasing Plan may be conveyed individually by way of condominium documents in accordance with Florida Statutes. Vehicular parking for the units shall be provided within Phase 6 and/or at the golf clubhouse with the understanding that owners and guests may utilize golf carts on the private roads within the project to access the units from the clubhouse. Access and parking for the units have been designed to accommodate vehicles and golf carts.

B. The ~~two (2)~~ four (4) "river cottage units" identified within Phase 4 on the Revised Phasing Plan may be conveyed individually by way of condominium documents in accordance with Florida Statutes. Vehicular parking for the units shall be provided within Phase 4 and/or at the golf clubhouse with the understanding that owners and guests may utilize golf carts on the private roads within the project to access the units from the clubhouse. Access and parking for the units have been designed to accommodate vehicles and golf carts.

3. DRAINAGE/STORMWATER MANAGEMENT

A. It shall be the OWNER'S sole responsibility to obtain the necessary drainage/stormwater management permits from the South Florida Water Management District (SFWMD). In no event shall COUNTY bear the responsibility for aiding the OWNER in obtaining permits from the SFWMD or funding the improvements necessary to develop the Floridian Golf Club PUD.

B. In order to ensure that the PUD's drainage/stormwater management system functions as designed and permitted in perpetuity, OWNER shall maintain the PUD's drainage/stormwater management system according to the Stormwater Management System Maintenance Plan to be submitted with final site plan application. The Maintenance Plan will provide that the OWNER shall be responsible for performing the specific inspections and maintenance operations on the stormwater management system on-site and off-site as approved by the Board of County Commissioners at final site plan approval in order to ensure it functions

as inteneded and as approved by COUNTY. Neither COUNTY nor the SFWMD shall have any responsibility in maintaining the system.

4. EMERGENCY/CONSTRUCTION/DELIVERY ACCESS

Any emergency/construction/delivery access indicated on the master site plan, final site plans and subdivision plats shall be primarily for emergency vehicles and construction and delivery vehicles, but may also be used by residential unit owners. The OWNER shall secure the emergency/construction/delivery access in a manner acceptable to the COUNTY. If gates are featured, knox switches, or locks, are required.

5. ENDANGERED SPECIES

A. In the event that it is determined that any representative plant or animal species of regional concern is resident on or otherwise is significantly dependent upon Floridian Golf Club PUD, the OWNER shall cease all activities which might negatively affect that individual or population and immediately notify Martin County, the Florida Fish and Wildlife Conservation Commission (FFWCC) and U.S. Fish and Wildlife Service (USFWS). Construction may resume when proper protection, to the satisfaction of all agencies, is provided by the OWNER.

B. Gopher Tortoises - In Florida, gopher tortoises are protected as a Threatened Species. No land clearing or construction shall occur until all tortoises which will be impacted are relocated to upland preservation areas or off-site. A certified environmental professional will supervise clearing in the areas of the gopher tortoise burrows. Tortoises inhabiting burrows in areas to be developed will be captured and relocated using methodology approved by the Florida Fish and Wildlife Conservation Commission and conducted by an environmental professional possessing a valid relocation permit. During clearing and grubbing operations, equipment operators will be notified of the occurrence of gopher tortoises on-site and instructed to observe for roaming and foraging individuals. Should gopher tortoises be seen during the clearing and grubbing, all equipment operations will be stopped and the gopher tortoises will be captured and relocated. Once the tortoise(s) have been safely relocated, equipment operation can resume.

C. Endemic Species - All gopher tortoise relocation efforts will include trapping of endangered endemic species that may live in the burrow.

D. Relocation of Tortoises - If the number of tortoises exceeds the carrying capacity of the remaining natural area, the Martin County Environmental Planning Administrator will be notified and will be provided with a copy of the Gopher Tortoise Relocation Permit from the Florida Fish and Wildlife Conservation Commission. Every attempt shall be made to relocate within Martin County.

6. EXISTING RESIDENTIAL STRUCTURE

Prior to final site plan approval of Phase 3, the existing residential structure located on proposed

Lots 20, 21 and 22 shall be removed or the proposed lots shall be reconfigured to accommodate the structure. Completed.

7. FIRE PROTECTION

A. All Structures that are in excess of 1000 square feet or two stories or greater in height shall be provided with a sprinkler system installed in accordance with NFPA 13D, Standard for the installation of Sprinkler System in One and Two Family Dwellings and Manufactured Homes. Compliance with all other provisions of the National Fire Protection Association is required. Specifally, stabilized roads and hydrant installations shall be completed before issuance of building permits pursuant to NFPA 241. All structures constructed under this development order shall comply with this condition.

B. In addition to the requirements of the Comprehensive Plan, Land Development Regulations and Code, the OWNER shall provide the following public benefit:

As requested by the Martin County Fire Protection Division, single-family homes shall be equipped with fire sprinklers thereby reducing the project's impact on fire protection services in this area.

8. HAULING OF FILL

The OWNER agrees not to haul any fill off of the site of the Floridian Golf Club PUD and to coordinate with the County Engineer the routes and timing of any fill to be hauled to the site of this project. The OWNER shall also comply with all COUNTY excavation and fill regulations. Lake littoral zones and upland buffers shall be maintained in accordance with a Preserve Area Management Plan approved by COUNTY.

9. IRRIGATION

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

10. MODELS

Model units with interim septic tanks, necessary access road, parking and utilities, including fire water flow, will be allowed on-site for purposes of sales presentation. Model units must be consistent with the approved master site plan and may be approved prior to final site plan approval. The location and number, not to exceed five (5), shall be mutually agreed upon by the OWNER and the Growth Management Department Director. The OWNER agrees that the septic tanks will be removed at the time of completion of the wastewater system and a bond satisfactory to the COUNTY will be provided to ensure said removal. Models may be used for the sale of residential units within the PUD until such time as ninety percent (90%) of the residential units have been issued certificates of occupancy.

11. PRESERVE AREAS

A. No construction or alteration shall be permitted within any of the preserve areas except in compliance with a Preserve Area Management Plan approved by COUNTY. The precise location of all the preserve areas shall be staked and surveyed prior to final site plan approval and shall be fenced prior to and during construction. A Preserve Area Management Plan will be submitted with the application for the first residential final site plan.

B. In addition to re-vegetation efforts associated with the exotic removal effort, the Shoreline Protection Zone in its various widths throughout the project site will be re-planted with appropriate native species. These zones will be kept free of exotic vegetation as defined by the Florida Exotic Pest Plant Council in perpetuity. The restoration plan will be submitted as part of the first residential final site plan application for the Floridian Golf Club PUD.

C. 1) As part of the final site plan and plat application for the respective phase, the OWNER shall provide a maximum 12 foot wide riparian access perpendicular to the Shoreline Protection Zone at shared lot lines. Each waterfront lot owner shall be entitled to a fishing pier or boat dock subject to State and Federal permitting requirements. The riparian access shall be elevated over the canal bank slope of the Shoreline Protection Zone to minimize impact to native plantings.

2) Notwithstanding the above, the OWNER shall provide a maximum 12 foot wide riparian access perpendicular to the Shoreline Protection Zone for Lot 26. The lot owner shall be entitled to a fishing pier or boat dock subject to State and Federal permitting requirements. The riparian access shall be elevated over the canal bank slope of the Shoreline Protection Zone to minimize impact to native plantings.

D. In addition to the requirements of the Comprehensive Plan, Land Development Regulations and Code, the OWNER shall provide the following public benefit:

1. As depicted on the master site plan, OWNER shall provide 100% preservation of existing scrub habitat (approximately 8.6 acres) and 30% preservation of existing pine flatwoods within the golf course. An additional 7.05 acres of upland preserve area and 0.56 acres of created upland preserve shall be provided in excess of the minimum requirements as depicted on the master site plan. In total, approximately 44 acres or 36% of the site as depicted on the master site plan shall be maintained by the OWNER in preserve areas and lakes.

2. In addition to the increased preserve area, as depicted on the master site plan, the overall required open space for the project shall exceed the minimum 50% project-wide requirement by approximately 22 acres (i.e. 70% of the total site area) not including manmade lakes.

12. SCHOOL IMPACT

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

B. In addition to the requirements of the Comprehensive Plan, Land Development Regulations and Code, the OWNER shall provide the following public benefit: Completed.

Within sixty (60) days of final site plan approval of the first residential phase, a $20,000.00 contribution shall be provided to the Martin County School District to be used to enhance school bus safety as determined by the Martin County School District. OWNER shall not receive school impact fee credits for the contribution required by this condition. In addition, Martin County School District buses shall not be required to enter or make stops within the Floridian Golf Club community.

13. SOIL EROSION AND SEDIMENTATION

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

14. TEMPORARY CONSTRUCTION OFFICE

The OWNER may establish and maintain on the property a temporary construction office in a location approved by the Growth Management Department Director during the period that the property is being developed and until three (3) months following the issuance of the last certificate of occupancy for a unit. A bond for the removal of the construction office shall be supplied to the COUNTY.

15. TEMPORARY SALES OFFICE

The OWNER may establish and maintain on the property a temporary sales office in a location approved by the Growth Management Department Director during the period that the property is being developed and until three (3) months following the issuance of the last certificate of occupancy for a unit. A bond for the removal of the sales office shall be supplied to the COUNTY.

16. TIME SHARING OR INTERVAL OWNERSHIP PROHIBITED

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

17. TRAFFIC IMPACTS

A. SW Murphy Road is classified as a minor arterial roadway that requires either 130 feet of right-of-way for a swale section or 115 feet of right-of-way for a curb and gutter section. Pursuant to Section 4.843.B.1, Land Development Regulations, Martin County Code, right-of-way requirements may be adjusted by the County Engineer for specific roadways involving intersection right-of-way improvements or restrictions of Martin County or the FDOT. COUNTY acknowledges and accepts the existing SW Murphy Road right-of-way in recognition of the existing conservation easements that have been previously dedicated by the OWNER.

B. Sidewalks are required on both sides of SW Murphy Road, a minor arterial roadway. The property frontage along SW Murphy Road on the west side is 1305 feet and on the east side is 1865 feet. The COUNTY may waive the sidewalk requirements, if deemed unwarranted, and accept payment equal to the cost of construction, as determined by the County Engineer. Such payment shall be used to fund sidewalk construction within the County to enhance pedestrian connectivity as needed or may be allocated to fund economic development activities at the discretion of COUNTY. In lieu of the construction of sidewalks on both sides of SW Murphy Road, pursuant to Section 4.843.G.7, Land Development Regulations, Martin County Code, within sixty (60) days of final site plan approval of Phase 2, the OWNER shall pay a fee equal to the cost of construction, determined by the County Engineer to be $20.00 per linear foot.

C. Except for SW Lake Cottage Drive, all roads within the Floridian Golf Club PUD will be curb and gutter within a 50 foot wide private right-of-way and provided with a 6 foot sidewalk on one side of the roads. SW Lake Cottage Drive consists of minimum 9-foot wide paver-brick, travel lanes with 2-foot wide valley gutter and a 2’ wide flush header curb for a total road width of 22 feet, with necessary provisions for service and emergency access vehicles as identified on the master and final site plans. Golf carts will be allowed to operate within the private roads on site.

D. In addition to the contribution required in Paragraph B above, and as a public benefit, the OWNER shall construct approximately 400 feet of sidewalk on the east side of SW Murphy Road, south of SW Rivers End Way, with a crosswalk connection to the existing sidewalk on the west side of SW Murphy Road, with appropriate signage and pavement markings, as part of Phase 1. This connection will provide pedestrian access to the COUNTY’s passive park located on the South Florida Water Management District’s C-23 Canal.

E. As part of Phase 1, at no cost to the COUNTY, OWNER shall design, permit and construct a northbound right turn lane, in accordance with Florida Department of Transportation and Martin County standards and specifications, along SW Murphy Road at the project’s entrance. OWNER shall supply COUNTY with security in the amount of one hundred percent (100%) of the estimated cost of the

improvements as certified by OWNER'S engineer and approved by the County Engineer. When complete, OWNER'S engineer shall furnish a certificate of satisfactory completion to the County Engineer for approval. Upon approval by the County Engineer, ninety percent (90%) of the posted security shall be released by the County Engineer. A ten percent (10%) warranty security shall be held for an additional twelve (12) months following which time, if all of the improvements are free of defects due to faulty engineering, workmanship or materials, the ten percent (10%) security shall be released by the County Engineer. OWNER shall not receive impact fee credits for the design, permitting or construction of the northbound right turn lane.

18. USES AND DEVELOPMENT STANDARDS

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

B. Except as provided for within this PUD Agreement or as set forth on the master site plan, the requirements of Article 3, Land Development Regulations, Martin County Code, and specifically the RE-½A zoning district shall apply to that portion of the development of the Floridian Golf Club PUD, which has a Rural Density Land Use Designation.

C. The setbacks for the single-family lots are as set forth on the master and final site plans including construction setbacks as requested by the environmental planner.

D. The side setback along the southerly boundary of Lot 13, Floridian Golf Club PUD, Phase 3, according to the plat thereof, as recorded in Plat Book 17, Page 48 of the public records of Martin County, Florida, shall be 7.5 feet.

19. WATER/WASTEWATER

Water and wastewater services for this project shall be provided by Martin County Utilities. OWNER shall provide an executed copy of an agreement for each phase for such service within 60 days of final site plan approval of that phase. For water conservation, OWNER shall individually meter each unit and/or supporting structure.

20. OPEN SPACE

In recognition of the excess open space provided witin the PUD, Section 3.16.A.3, Land Development Regulations, which requires the area within the setbacks to be comprised of open space, shall not be applicable to the tennis courts in Phase 4.

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

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

RESOLUTION NUMBER _____

[REGARDING A REVISED FINAL SITE PLAN APPROVAL FOR PHASE 3 OF THE FLORIDIAN GOLF CLUB PUD WITH A CERTIFICATE OF PUBLIC FACILITIES RESERVATION]

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

1. Floridian National Golf Club, LLC, submitted an application for revised final site plan approval for Phase 3 of the Floridian Golf Club PUD project (F099-037), located on lands legally described in Exhibit A, attached hereto.

2. Pursuant to Section 10.5.F.9., Land Development Regulations, Martin County, Fla., a review of this application is not required by the Local Planning Agency (LPA).

3. Upon proper notice of hearing this Board held a public meeting on the application on May 3, 2022.

4. At the public meeting, all interested parties were given an opportunity to be heard.

5. The revised final site plan for Phase 3 of the Floridian Golf Club PUD project is consistent with the Comprehensive Plan and the Land Development Regulations.

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

A. The revised final site plan for Phase 3 of the Floridian Golf Club PUD project attached hereto as Exhibit B is approved. Development of Phase 3 of the Floridian Golf Club PUD shall be in accordance with the approved final site plan.

B. All required applicable state and federal permits and approvals shall be submitted to the Growth Management Department (GMD) prior to the commencement of any construction.

C. No permits for construction or development activity shall be issued until all required documents, plans, fees and federal and state permits and approvals are received and approved as required by Section 10.11, Land Development Regulations Martin County Code.

D. Failure to submit the required documents, plans and fees as required by Section 10.11, Land Development Regulations, Martin County Code, shall render approval of the revised final site plan for the Floridian Golf Club PUD Phase 3 project null and void.

E. This application is hereby determined to meet the requirements for and shall serve as a Reservation of Public Facilities Reservation as set forth in Section 5.32.D., LDR, Martin County Code.

F. All permits for Phase 3 of the Floridian Golf Club PUD must be obtained within one year, by May 3, 2023. Development must be completed within two years, by May 3, 2024.

G. The Owner is not authorized to haul fill off of the site and must coordinate with the County Engineer regarding the routes and timing of any fill to be hauled to the site. The Owner must comply with all County excavation and fill regulations.

H. No land clearing is authorized prior to the mandatory pre-construction meeting for the project. Property corners and preservation areas shall be located by a licensed land surveyor and clearly marked in the field prior to the pre-construction meeting. Authorization for clearing to install erosion control devices and preserve barricades will be granted at the pre-construction meeting. No additional land clearing shall commence until a satisfactory inspection of the required control structures and barricades has been obtained. Authorization for the relocation of gopher tortoises within the development, as provided for on state agency permits, may be granted by the Growth Management Department upon review of required permit materials.

I. 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 3RD DAY OF MAY, 2022.

ATTEST:

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

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

BY: _____
DOUG SMITH, CHAIR

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

BY: _____
KRISTA A. STOREY
SENIOR ASSISTANT COUNTY ATTORNEY

ATTACHMENTS:

Exhibit A, Legal Description
Exhibit B, Revised Final Site Plan

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 A REVISED FINAL SITE PLAN APPROVAL FOR PHASE 4 OF THE FLORIDIAN GOLF CLUB PUD WITH A CERTIFICATE OF PUBLIC FACILITIES RESERVATION]

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

1. Floridian National Golf Club, LLC, submitted an application for revised final site plan approval for Phase 4 of the Floridian Golf Club PUD project (F099-037), located on lands legally described in Exhibit A, attached hereto.

2. Pursuant to Section 10.5.F.9., Land Development Regulations, Martin County, Fla., a review of this application is not required by the Local Planning Agency (LPA).

3. Upon proper notice of hearing this Board held a public meeting on the application on May 3, 2022.

4. At the public meeting, all interested parties were given an opportunity to be heard.

5. The revised final site plan for Phase 4 of the Floridian Golf Club PUD project is consistent with the Comprehensive Plan and the Land Development Regulations.

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

A. The revised final site plan for Phase 4 of the Floridian Golf Club PUD project attached hereto as Exhibit B is approved. Development of Phase 4 of the Floridian Golf Club PUD shall be in accordance with the approved final site plan.

B. All required applicable state and federal permits and approvals shall be submitted to the Growth Management Department (GMD) prior to the commencement of any construction.

C. No permits for construction or development activity shall be issued until all required documents, plans, fees and federal and state permits and approvals are received and approved as required by Section 10.11, Land Development Regulations Martin County Code.

D. Failure to submit the required documents, plans and fees as required by Section 10.11, Land Development Regulations, Martin County Code, shall render approval of the revised final site plan for the Floridian Golf Club PUD Phase 4 project null and void.

E. This application is hereby determined to meet the requirements for and shall serve as a Reservation of Public Facilities Reservation as set forth in Section 5.32.D., LDR, Martin County Code.

F. All permits for Phase 4 of the Floridian Golf Club PUD must be obtained within one year, by May 3, 2023. Development must be completed within two years, by May 3, 2024.

G. The Owner is not authorized to haul fill off of the site and must coordinate with the County Engineer regarding the routes and timing of any fill to be hauled to the site. The Owner must comply with all County excavation and fill regulations.

H. No land clearing is authorized prior to the mandatory pre-construction meeting for the project. Property corners and preservation areas shall be located by a licensed land surveyor and clearly marked in the field prior to the pre-construction meeting. Authorization for clearing to install erosion control devices and preserve barricades will be granted at the pre-construction meeting. No additional land clearing shall commence until a satisfactory inspection of the required control structures and barricades has been obtained. Authorization for the relocation of gopher tortoises within the development, as provided for on state agency permits, may be granted by the Growth Management Department upon review of required permit materials.

I. 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 3RD DAY OF MAY, 2022.

ATTEST:

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

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

BY: _____
DOUG SMITH, CHAIR

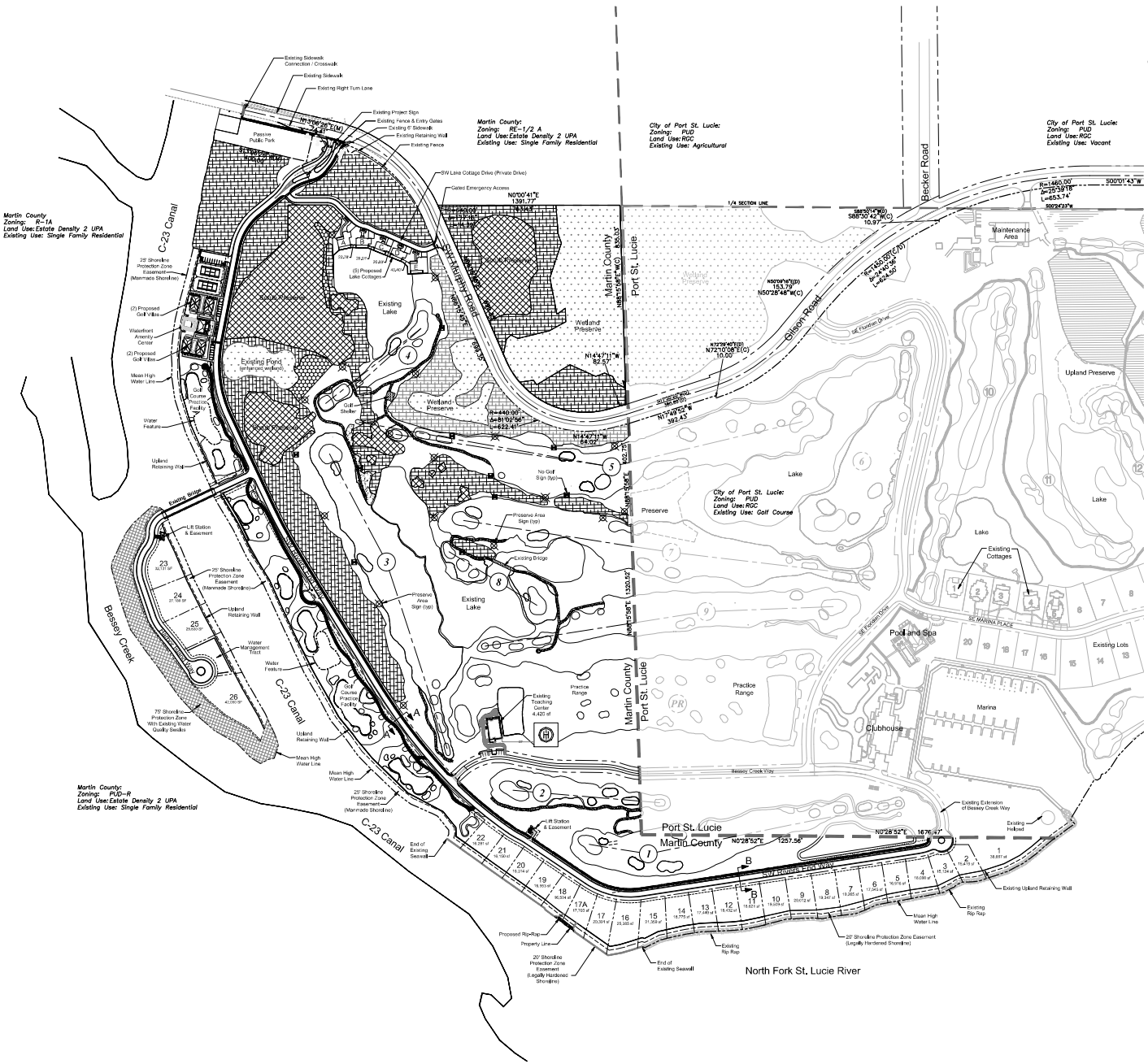
APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

BY: _____
KRISTA A. STOREY
SENIOR ASSISTANT COUNTY ATTORNEY

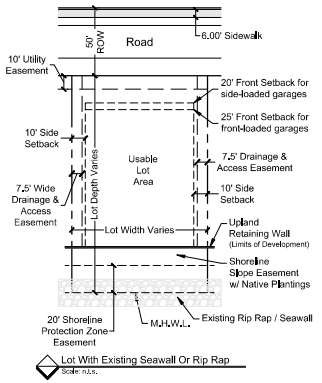
ATTACHMENTS:

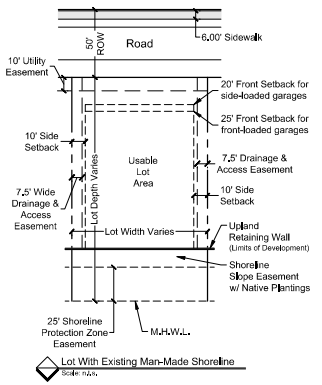
Exhibit A, Legal Description
Exhibit B, Revised Final Site Plan


Martin County
Zoning: R-14
Land Use:Estate Density 2 UPA
Existing Use: Single Family Residential
C-23 Canal
Bessey Creek
Gomez Road
Port St. Lucie
Martin County
Shinn Road
Becker Road
City of Port St. Lucie:
Zoning: PUD
Land Use:RSC
Existing Use: Agricultural
City of Port St. Lucie:
Zoning: PUD
Land Use:RSC
Existing Use: Vacant
St. Lucie County:
Zoning: PUD
Land Use:RE
Existing Use: Single Family Residential
Martin County:
Zoning: RE-1/2 A
Land Use:Estate Density 2 UPA
Existing Use: Single Family Residential
City of Port St. Lucie:
Zoning: PUD
Land Use:RSC
Existing Use: Golf Course
Martin County:
Zoning: PUD-R
Land Use:Estate Density 2 UPA
Existing Use: Single Family Residential
St. Lucie County:
Zoning: RE-1A
Land Use:RE
Existing Use: Single Family Residential
Maintenance Area
Golf Shelter
Existing Teaching Center 4,420 sf
Existing Lake
Wetland Preserve
Upland Preserve
Lake
Existing Cottages
Pool and Spa
Existing Lots
Marina
Clubhouse
Practice Range
Golf Course
Fairway
Tee
Green
Bunker
Cart Path
Existing Bridge
Existing Pump Station & Easement
Existing Expansion of Bessey Creek Way
Existing Wetland
Existing Upland Retaining Wall
Existing Rip Rap
Proposed Riprap
Property Line
Mean High Water Line
Water Feature
Water Management Tract
Preserve Area Sign (typ)
No Golf Sign (typ)
Golf Cart Crossing Sign (typ)
Golf Cart Path Sign (typ)
(5) Proposed Lake Cottages
(2) Proposed Golf Villas
Waterfront Amenity Center
Existing Pump Station & Easement
Existing Sidewalk
Existing Right Turn Lane
Existing Project Sign
Existing Fence & Entry Gates
Existing Retaining Wall
Existing Fence
Gated Emergency Access
Existing Public Park
Existing Public Restrooms
Existing Parking
Existing Sidewalk Connection / Crosswalk
Existing Bike Lane



Typical Lot Details





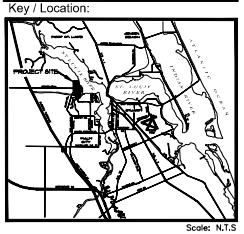
Land Use Legend

- Wetland Preserve (7.65 Ac.)
- Scrub Preserve (8.60 Ac.)
- Pine Flatwood Preserve (20.30 Ac.)
- Created Pine Flatwood (0.56 Ac.)

lucido & associates

701 E Ocean Blvd, Stuart, Florida 34994 (772) 220-2100, Fax (772) 223-2220
100 Avenue A Suite 2A, Fort Pierce, Florida 34950 (772) 467-1001, Fax (772) 467-1003
827 North Thornton Avenue, Orlando, Florida 32803 (407) 896-6531, Fax (407) 896-6788

Key / Location:



Scale: N.T.S

Project Team:

Applicant:
Floridian National Golf Club, LLC
3700 SE Floridian Drive
Palm City, FL 34990
772-781-7700

Land Planner / Landscape Architect:
Lucido & Associates
701 E Ocean Blvd
Stuart, FL 34994
772-220-2100

Civil Engineer / Surveyor:
Culpepper & Terpening
2980 S. 25th Street
Fort Pierce, FL 34981
772-464-3537

Environmental:
EW Consultants
1000 SE Monterey Commons Blvd, Suite 208
Stuart, FL 34996
772-287-8771

FLORIDIAN GOLF CLUB PUD

Martin County, Florida

Revised Master Plan

Date	By	Description
12.04.17	S.L.S.	Revised per 4th PUD Amendment
08.21.18	S.L.S.	1st Resubmittal
11.27.18	S.L.S.	2nd Resubmittal
01.23.19	S.L.S.	GMD Revisions
11.06.2019	S.L.S.	Revised per 5th PUD Amendment
4.8.2021	S.L.S.	Resubmittal #1
1.18.2022	S.L.S.	Revised per 6th PUD Amendment

NORTH

SCALE: 1" = 200'

0 100' 200' 400'

REG. # 1018
Thomas P. Lucido

Designer	DM	Sheet
Manager	MC	2 of 2
Project Number	12-017	
Municipal Number	--	
Computer File		

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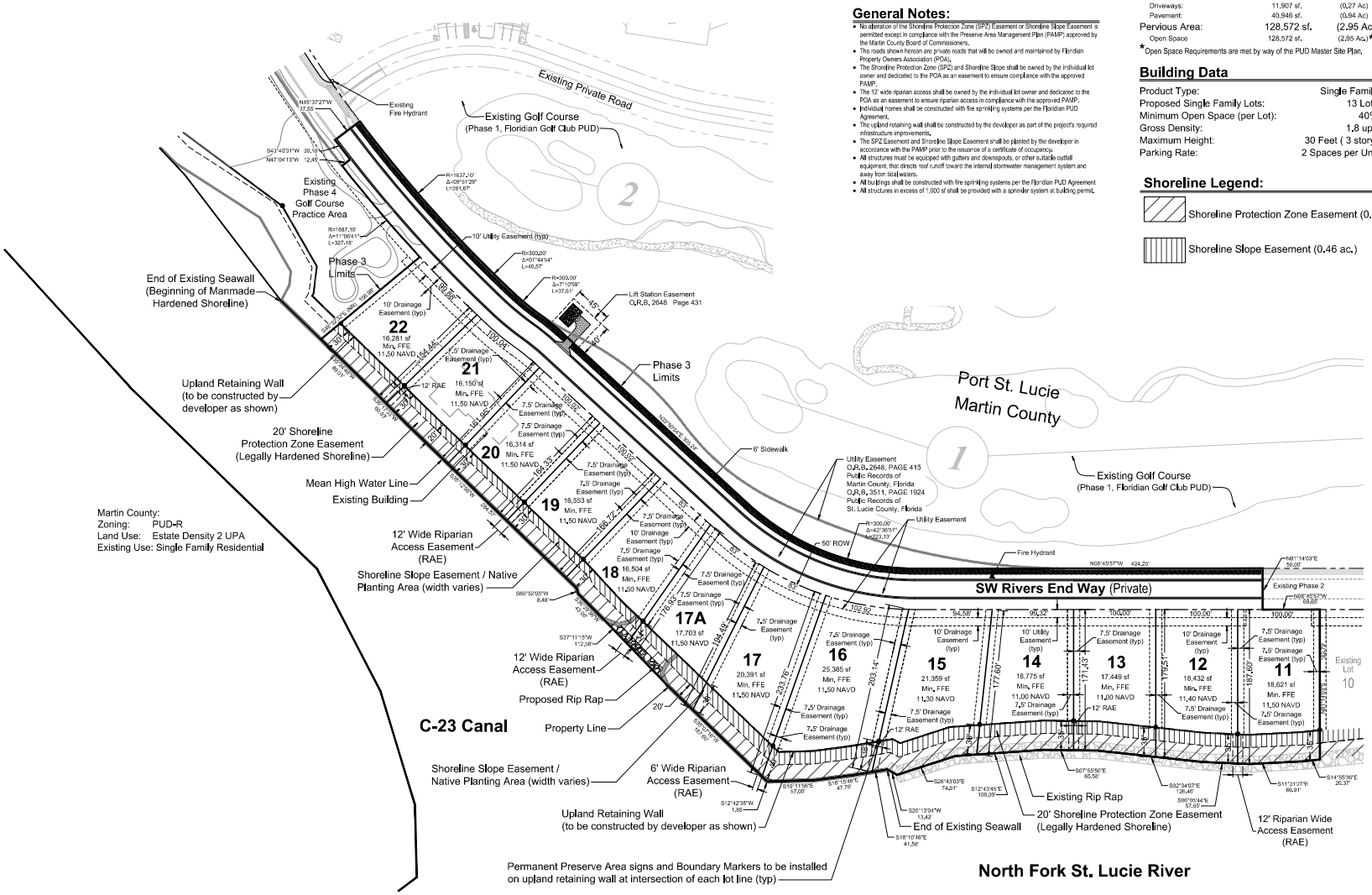
PHASE 6
PHASE 5
PHASE 5
PHASE 5
PHASE 4
PHASE 1
PHASE 3
PHASE 3
PHASE 2
Existing Lake
Existing Lake
Existing Golf Shop
Existing Cottages
Existing Lots
Clubhouse
Pool and Spa
Practice Range
Maintenance Area
Upland Preserve
Wetland Preserve
Preserve
Lake
Bessey Creek
C-23 Canal
Gibson Road
Becker Road
Port St. Lucie
Martin County
SW Murphy Road
SW Harbor Island Way
SW Harbor Island Drive
SW Lake Cottage Drive (Private Drive) PHASE 6
Called Emergency Access PHASE 6
Existing Golf Shop
(E) Proposed Lake Cottages
(2) Proposed Golf Villas
Watermark Amenity Center
(2) Proposed Golf Villas
Mean High Water Line
Water Feature
Existing Cottages
Existing Lots
Existing Clubhouse
Existing Pool and Spa
Existing Practice Range
Existing Maintenance Area
Existing Teaching Center 4,000 s.f.
Existing Helipad
Existing Bridge
Existing Lake
Existing Lake
Existing Lake



Notes:

- Refer to Sheet 2 of 2 for Building Setbacks and Shoreline Cross-Section Details.
- The Shoreline Protection Zone and Shoreline Slope Easement must be planted and maintained in accordance with the Approved Preserve Area Management Plan (PAMP).
- The upland retaining wall is the delineation between the limits of development and the shoreline areas protected in accordance with the PAMP.
- The retaining wall shall not be relocated horizontally under any circumstances or result in the discharge of stormwater through the shoreline slope or shoreline protection zone easement.

General Notes:

- No alteration of the Shoreline Protection Zone (SPZ) Easement or Shoreline Slope Easement is permitted except in compliance with the Preserve Area Management Plan (PAMP) approved by the Martin County Board of Commissioners.
- The roads shown hereon are private roads that will be owned and maintained by Floridian Property Owners Association (POA).
- The Shoreline Protection Zone (SPZ) and Shoreline Slope shall be owned by the individual lot owner and dedicated to the POA as an easement to ensure compliance with the approved PAMP.
- The 12' wide riparian access shall be owned by the individual lot owner and dedicated to the POA as an easement to ensure riparian access in compliance with the approved PAMP.
- Individual homes shall be constructed with fire sprinkling systems per the Floridian PUD Agreement.
- The upland retaining wall shall be constructed by the developer as part of the project's required infrastructure improvements.
- The SPZ Easement and Shoreline Slope Easement shall be planted by the developer in accordance with the PAMP prior to the issuance of a certificate of occupancy.
- All structures must be equipped with gutters and downspouts, or other suitable outfall equipment, that directs roof runoff toward the internal stormwater management system and away from tidal waters.
- All buildings shall be constructed with fire sprinkling systems per the Floridian PUD Agreement.
- All structures in excess of 1,000 sf shall be provided with a sprinkler system at building permit.

Site Data:

Existing Zoning:		PUD
Future Land Use Designation:		Estate Density
Phase 3 Site Area:	306,185 sf.	(7.03 Ac.)
Impervious Area:	177,613 sf.	(4.08 Ac.) (58%)
Buildings:	124,760 sf.	(2.87 Ac.)
Driveways:	11,907 sf.	(0.27 Ac)
Pavement:	40,946 sf.	(0.94 Ac)
Pervious Area:	128,572 sf.	(2.95 Ac.) (42%)
Open Space	128,572 sf.	(2.95 Ac.)*

*Open Space Requirements are met by way of the PUD Master Site Plan.

Building Data

Product Type:	Single Family
Proposed Single Family Lots:	13 Lots
Minimum Open Space (per Lot):	40%
Gross Density:	1.8 upa
Maximum Height:	30 Feet (3 story)
Parking Rate:	2 Spaces per Unit

Shoreline Legend:

Shoreline Protection Zone Easement (0.66 ac)

Shoreline Slope Easement (0.46 ac.)

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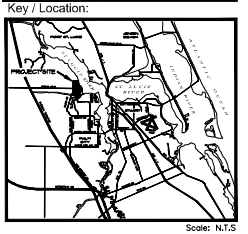
100 Avenue A Suite 2A, Fort Pierce, Florida 34950 (772) 467-1301, Fax (772) 467-1303
827 North Thornton Avenue, Orlando, Florida 32803 (407) 898-6621, Fax (407) 898-6768

Key / Location:



Scale: N.T.S

Project Team:

Applicant:
Floridian National Golf Club, LLC
3700 SE Floridian Drive
Palm City, FL 34990
772-781-7700

Land Planner / Landscape Architect:
Lucido & Associates
701 E Ocean Blvd
Stuart, FL 34994
772-220-2100

Civil Engineer / Surveyor:
Culpepper & Terpening
2980 S. 25th Street
Fort Pierce, FL 34981
772-464-3537

Environmental:
EW Consultants
1000 SE Monterey Commons Blvd, Suite 208
Stuart, FL 34996
772-287-8771

FLORIDIAN GOLF CLUB PUD

Phase 3

Martin County, Florida

Revised Final Site Plan

Date	By	Description
8.21.2018	S.L.S.	Minor Technical Adjustments per 4th PUD Amendment
11.27.18	S.L.S.	Minor Technical Adjustments per 4th PUD Amendment
11.06.2019	S.L.S.	Revised per 5th PUD Amendment
4.8.2021	S.L.S.	Resubmittal #1
1.18.2022	S.L.S.	Revised per 6th PUD Amendment

NORTH

SCALE: 1" = 60'

0 30' 60' 120'

REG. # 1018
Thomas P. Lucido

Designer	SLS	Sheet
Manager	MC	1 of 2
Project Number	12-017	
Municipal Number	--	
Computer File		

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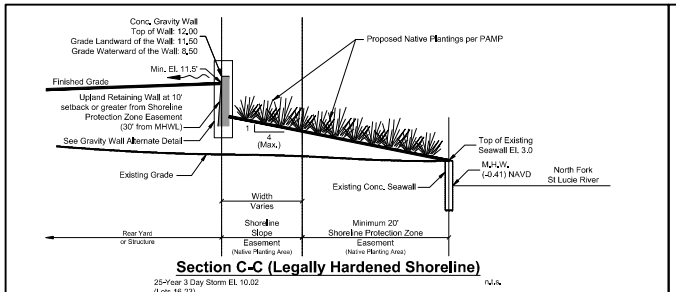
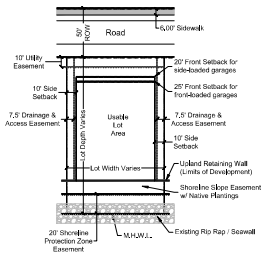


Section C-C (Legally Hardened Shoreline)

25-Year 3 Day Storm El. 10.02 (Lots 16-23) N.T.S.

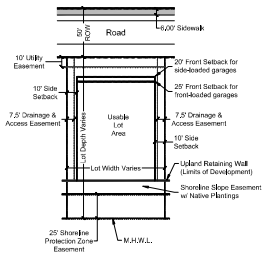
Drainage Note:
All structures must be equipped with gutters and downspouts, or other suitable outfall equipment, that directs roof runoff toward the internal stormwater management system and away from tidal waters.



Minimum Building Setbacks

(Legally Hardened Shoreline)

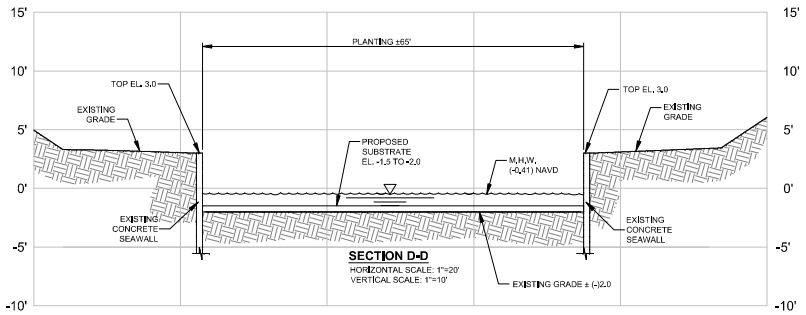
N.T.S.



Minimum Building Setbacks

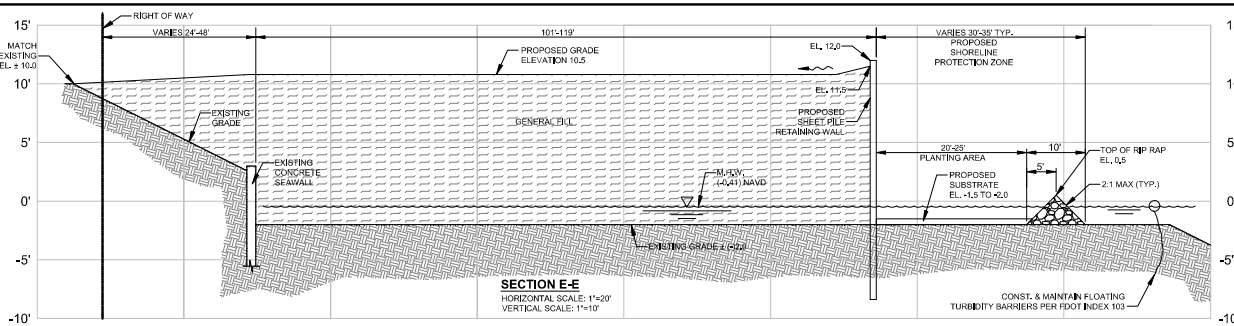
(Manmade Unhardened Shoreline)

N.T.S.



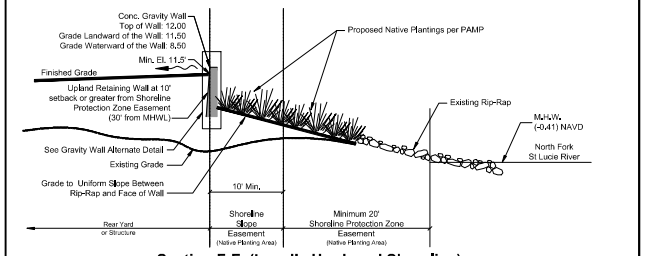
SECTION D-D

HORIZONTAL SCALE: 1"=20'
VERTICAL SCALE: 1"=10'



SECTION E-E

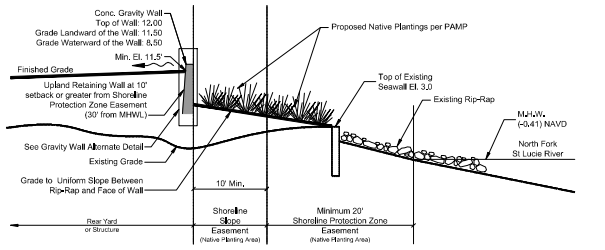
HORIZONTAL SCALE: 1"=20'
VERTICAL SCALE: 1"=10'



Section F-F (Legally Hardened Shoreline)

25-Year 3 Day Storm El. 10.02 (Lots 14-15) N.T.S.

Drainage Note:
All structures must be equipped with gutters and downspouts, or other suitable outfall equipment, that directs roof runoff toward the internal stormwater management system and away from tidal waters.



Section G-G (Legally Hardened Shoreline)

25-Year 3 Day Storm El. 10.02 (Lots 11-13) N.T.S.

Drainage Note:
All structures must be equipped with gutters and downspouts, or other suitable outfall equipment, that directs roof runoff toward the internal stormwater management system and away from tidal waters.

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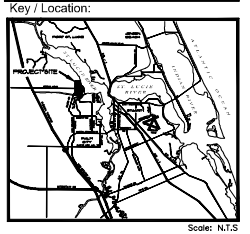
827 North Thornton Avenue, Orlando, Florida 32803 (407) 898-6621, Fax (407) 898-6788

Key / Location:



Scale: N.T.S

Project Team:

Applicant:
Floridian National Golf Club, LLC
3700 SE Floridian Drive
Palm City, FL 34990
772-781-7700

Land Planner / Landscape Architect:
Lucido & Associates
701 E Ocean Blvd
Stuart, FL 34994
772-220-2100

Civil Engineer / Surveyor:
Culpepper & Terpening
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772-464-3537

Environmental:
EW Consultants
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Stuart, FL 34996
772-287-8771

FLORIDIAN GOLF CLUB PUD

Phase 3

Martin County, Florida

Shoreline Cross - Sections

Date	By	Description
8.21.2018	S.L.S.	Minor Technical Adjustments per 4th PUD Amendment
11.27.18	S.L.S.	Minor Technical Adjustments per 4th PUD Amendment
1.18.2022	S.L.S.	Revised per 6th PUD Amendment

NORTH

SCALE: 1" = NTS

0 0 0 0

REG. # 1018
Thomas P. Lucido

Designer	SLS	Sheet
Manager	MC	2 of 2
Project Number	12-017	
Municipal Number	--	
Computer File		

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Parking Requirements

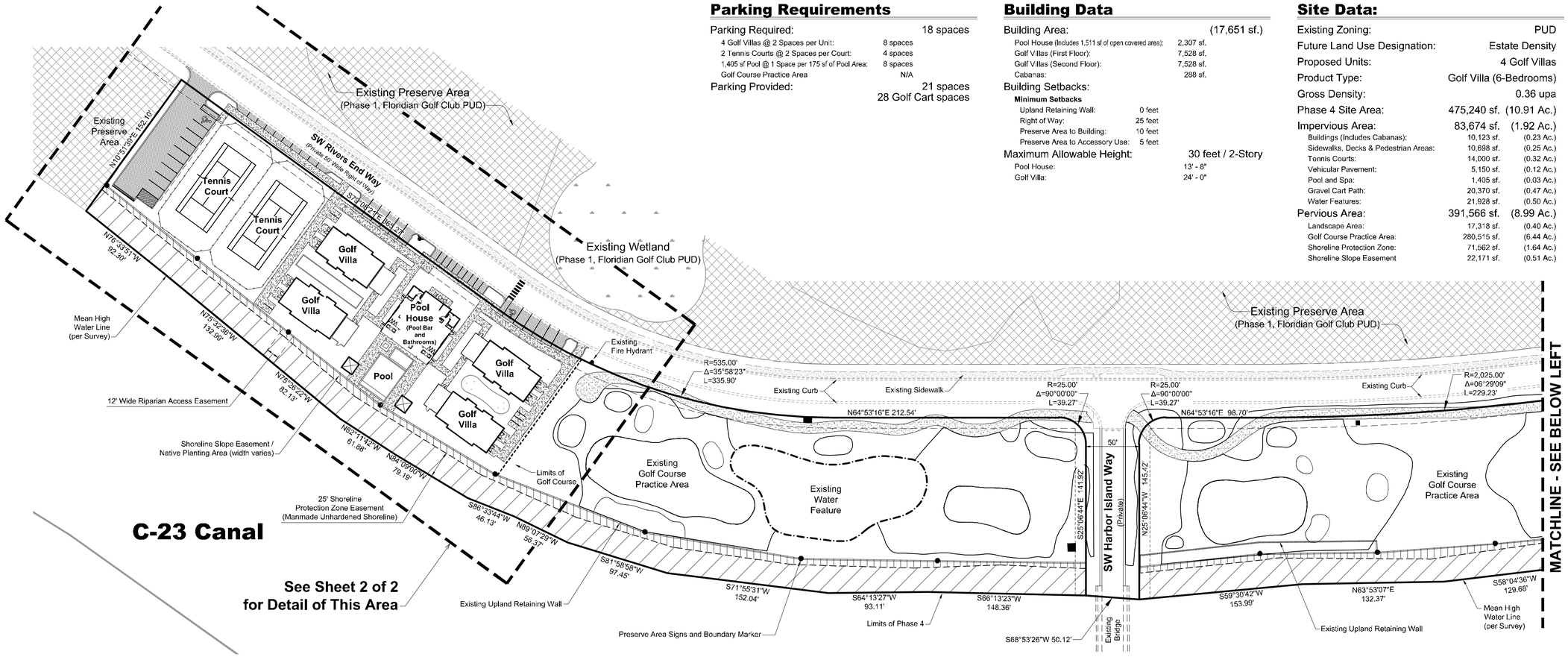
Parking Required:	18 spaces
4 Golf Villas @ 2 Spaces per Unit:	8 spaces
2 Tennis Courts @ 2 Spaces per Court:	4 spaces
1,405 sf Pool @ 1 Space per 175 sf of Pool Area:	8 spaces
Golf Course Practice Area	N/A
Parking Provided:	21 spaces 28 Golf Cart spaces

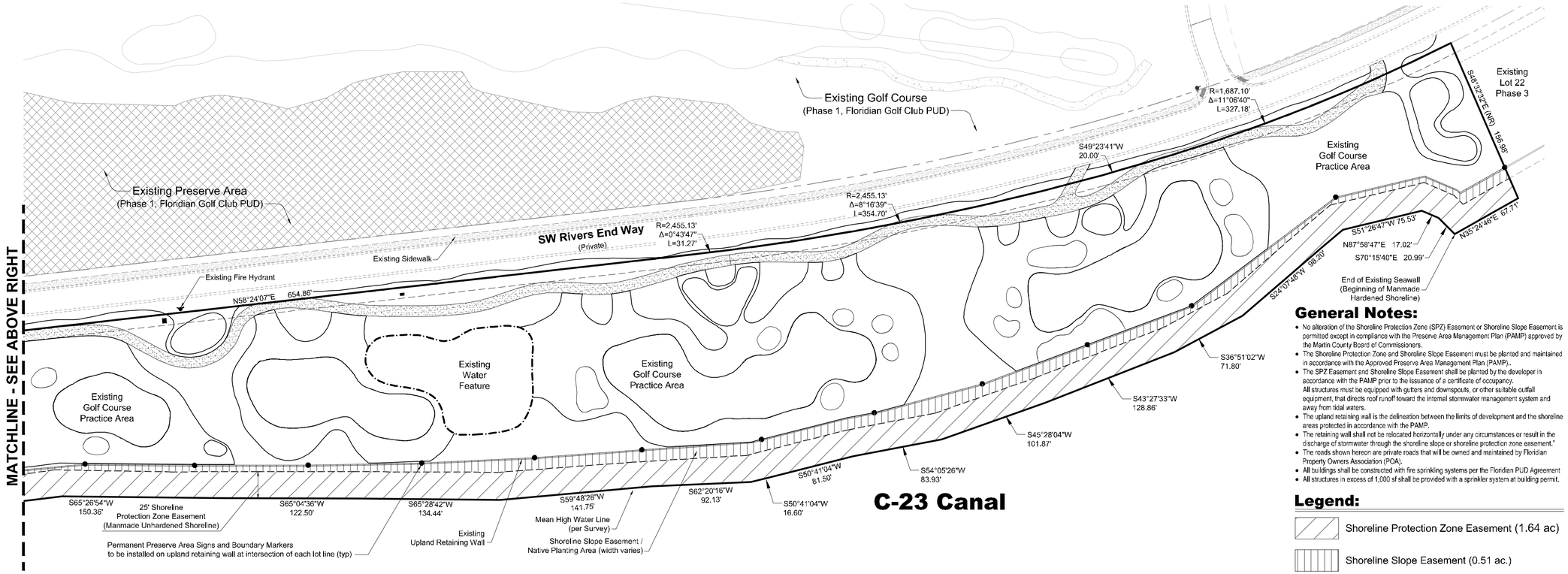
Building Data

Building Area:	(17,651 sf.)
Pool House (Includes 1,511 sf of open covered area):	2,307 sf.
Golf Villas (First Floor):	7,528 sf.
Golf Villas (Second Floor):	7,528 sf.
Cabanas:	288 sf.
Building Setbacks:	
Minimum Setbacks	
Upland Retaining Wall:	0 feet
Right of Way:	25 feet
Preserve Area to Building:	10 feet
Preserve Area to Accessory Use:	5 feet
Maximum Allowable Height:	30 feet / 2-Story
Pool House:	13' - 8"
Golf Villa:	24' - 0"

Site Data:

Existing Zoning:	PUD	
Future Land Use Designation:	Estate Density	
Proposed Units:	4 Golf Villas	
Product Type:	Golf Villa (6-Bedrooms)	
Gross Density:	0.36 upa	
Phase 4 Site Area:	475,240 sf. (10.91 Ac.)	
Impervious Area:	83,674 sf. (1.92 Ac.)	(17.6%)
Buildings (Includes Cabanas):	10,123 sf. (0.23 Ac.)	
Sidewalks, Decks & Pedestrian Areas:	10,698 sf. (0.25 Ac.)	
Tennis Courts:	14,000 sf. (0.32 Ac.)	
Vehicular Pavement:	5,150 sf. (0.12 Ac.)	
Pool and Spa:	1,405 sf. (0.03 Ac.)	
Gravel Cart Path:	20,370 sf. (0.47 Ac.)	
Water Features:	21,928 sf. (0.50 Ac.)	
Pervious Area:	391,566 sf. (8.99 Ac.)	(82.4%)
Landscape Area:	17,318 sf. (0.40 Ac.)	
Golf Course Practice Area:	280,515 sf. (6.44 Ac.)	
Shoreline Protection Zone:	71,562 sf. (1.64 Ac.)	
Shoreline Slope Easement	22,171 sf. (0.51 Ac.)	





General Notes:

- No alteration of the Shoreline Protection Zone (SPZ) Easement or Shoreline Slope Easement is permitted except in compliance with the Preserve Area Management Plan (PAMP) approved by the Martin County Board of Commissioners.
- The Shoreline Protection Zone and Shoreline Slope Easement must be planted and maintained in accordance with the Approved Preserve Area Management Plan (PAMP)..
- The SPZ Easement and Shoreline Slope Easement shall be planted by the developer in accordance with the PAMP prior to the issuance of a certificate of occupancy. All structures must be equipped with gutters and downspouts, or other suitable outfall equipment, that directs roof runoff toward the internal stormwater management system and away from tidal waters.
- The upland retaining wall is the delineation between the limits of development and the shoreline areas protected in accordance with the PAMP.
- The retaining wall shall not be relocated horizontally under any circumstances or result in the discharge of stormwater through the shoreline slope or shoreline protection zone easement."
- The roads shown hereon are private roads that will be owned and maintained by Floridian Property Owners Association (POA).
- All buildings shall be constructed with fire sprinkling systems per the Floridian PUD Agreement
- All structures in excess of 1,000 sf shall be provided with a sprinkler system at building permit.

Legend:

Shoreline Protection Zone Easement (1.64 ac)

Shoreline Slope Easement (0.51 ac.)

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106 Avenue A Suite 2A, Fort Pierce, Florida 34950 (772) 467-1300, Fax (772) 467-1303
827 North Thornton Avenue, Orlando, Florida 32803 (407) 898-9521, Fax (407) 898-9768

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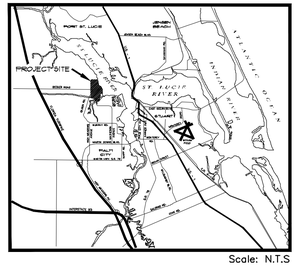

Scale: N.T.S

Project Team:

Applicant:
Floridian National Golf Club, LLC
3700 SE Floridian Drive
Palm City, FL 34990
772-781-7700

Land Planner / Landscape Architect:
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2980 S. 25th Street
Fort Pierce, FL 34981
772-464-3537

Environmental:
EW Consultants
1000 SE Monterey Commons Blvd, Suite 208
Stuart, FL 34996
772-287-8771

FLORIDIAN GOLF CLUB PUD

Phase 4

Martin County, Florida

Revised Final Site Plan

Date	By	Description
7.15.2021	S.L.S.	Initial Submittal
1.18.2022	S.L.S.	Revised per 6th PUD Amendment
3.31.2022	S.L.S.	Revised per 6th PUD Amendment

NORTH

SCALE: 1" = 50'

0 25' 50' 100'

REG. # 1018
Thomas P. Lucido

Designer	SLS	Sheet
Manager	MC	1 of 2
Project Number	12-017	
Municipal Number	--	
Computer File		

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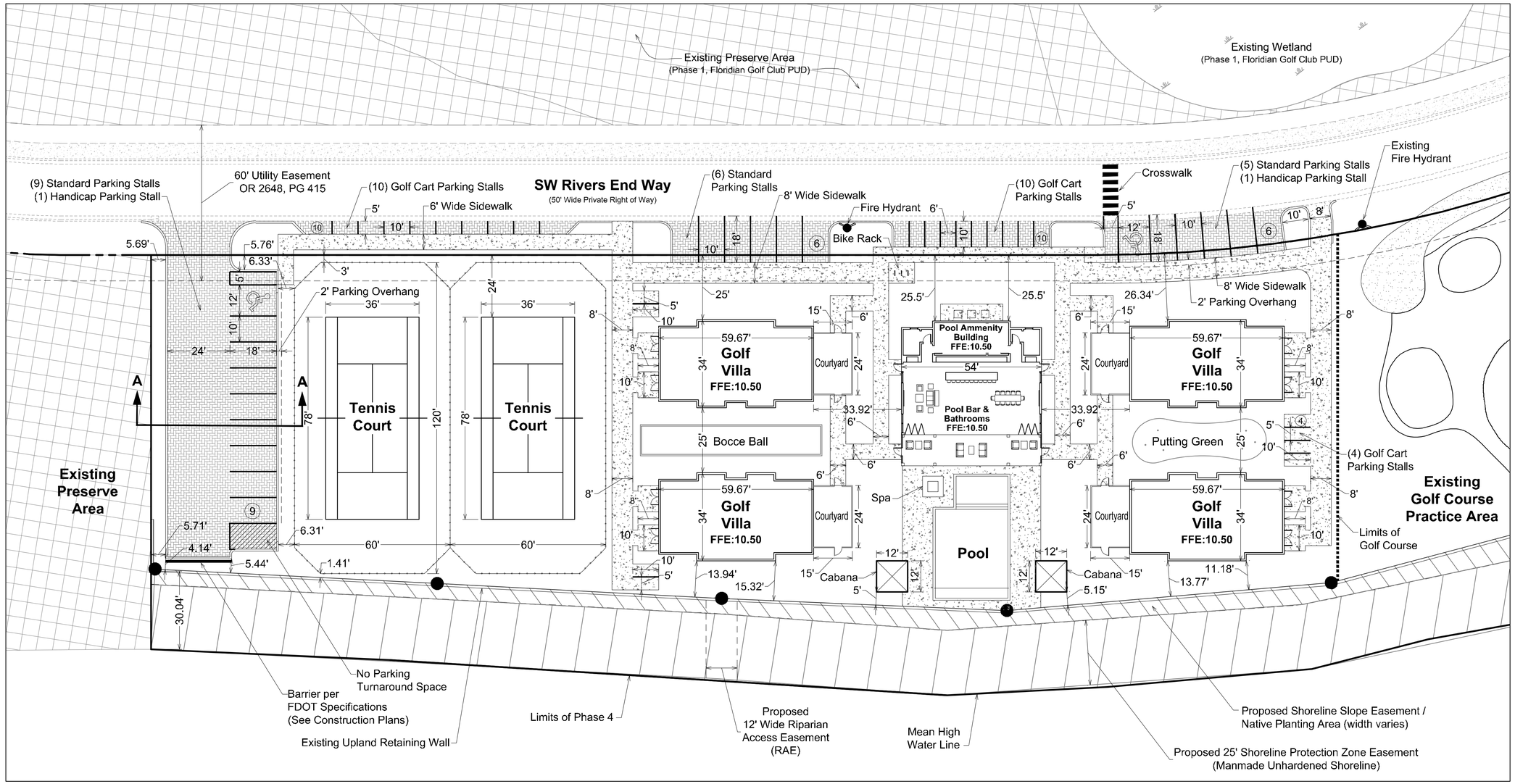
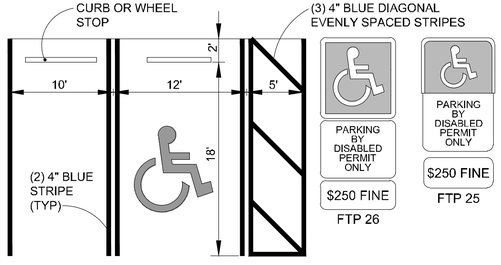
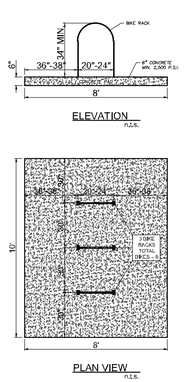




NOTES:
1. TOP PORTION OF FTP 25 & 26 SHALL HAVE A REFLECTIVE BLUE BACKGROUND WITH WHITE REFLECTIVE SYMBOL AND BORDER.
2. BOTTOM PORTION SHALL HAVE A REFLECTIVE WHITE BACKGROUND WITH BLACK OPAQUE LEGEND AND BORDER.
3. FTP 25 & 26 MAY BE FABRICATED ON ONE PANEL OR TWO.
4. FTP 25 IS FOR USE IN AREAS WHERE SPACE IS LIMITED.

Standard & Handicap Parking Space Detail

Not to Scale



GUIDE SPECIFICATIONS FOR THE HOOP or INVERTED "U" BIKE RACK

1.1 Summary
- A. Bikes parked per bike rack unit = 2.
- B. Style shall be Hoop or sometimes referred as Inverted "U".

2.1 Acceptable Manufacturers
- A. American Bicycle Security Company
- B. Dero Bike Racks

2.2 Materials
- A. As per Manufacturer's Specifications.

2.3 Finishes
- A. Hot Dipped Galvanized or Powder Coated Color by Manufacturer.

2.4 Dimensions
- A. Height - Minimum 34".
- B. Width - Minimum 20"-24".
- C. Spacing between Hoops = 30".
- D. See Concrete Pad Detail for Hoop placement.

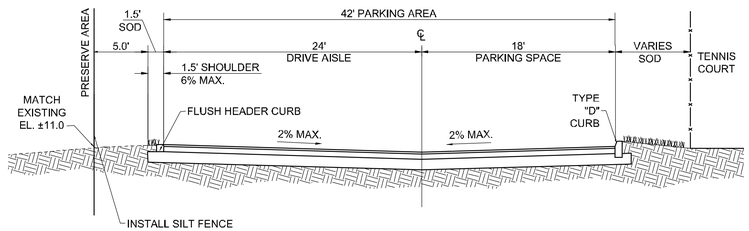
3.1 Installation
- A. Installation and Anchoring shall be per Manufacturer's Specifications.

GENERAL NOTES:

1. Bike rack manufacturer may be substituted with approval of engineer of record but hoop or inverted "u" style must be used.
2. Bike rack shall be consistent with the design of the principle structures on site and principles found in the "bicycle facilities planning and design handbook" (STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, 1997).

Bike Rack and Concrete Pad Detail

Not to Scale



SECTION A-A

SCALE: NTS

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100 Avenue A Suite 2A, Fort Pierce, Florida 34950 (772) 467-1301, Fax (772) 467-1303
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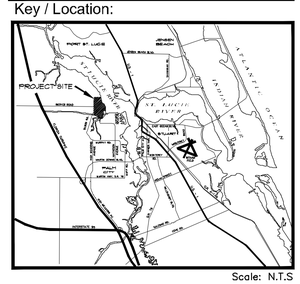

Scale: N.T.S

Project Team:

Applicant:
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3700 SE Floridian Drive
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772-287-8771

FLORIDIAN GOLF CLUB PUD

Phase 4
Martin County, Florida

Revised
Final Site Plan

Waterfront
Amenity Center

Date	By	Description
7.15.2021	S.L.S.	Initial Submittal
1.18.2022	S.L.S.	Revised per 6th PUD Amendment
3.31.2022	S.L.S.	Revised per 6th PUD Amendment

NORTH

SCALE: 1" = 20'

0 10' 20' 40'

REG. # 1018
Thomas P. Lucido

Designer	SLS
Manager	MC
Project Number	12-017
Municipal Number	--
Computer File	

Sheet
2 of 2

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January 19, 2022 HAND DELIVERY

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

Re: Floridian Golf Club PUD, Phases 3 and 4 – Application for 6th PUD Amendment, Revised Master and Final Site Plan Approval with Certificate of Public Facilities Exemption (Our ref. #19-595)

Dear Paul:

On behalf of the property owner, Floridian National Golf Club, LLC, we are pleased to submit the above-referenced application.

As more particularly described in the project narrative, the purpose of the proposed 6th PUD Amendment is to revise the master site plan to be consistent with the proposed revised final site plan for Phase 3 and Phase 4. The revised final site plan for Phase 3 is needed to replat lots 17 and 18 to create an additional lot 17A. The revised final site plan for Phase 4 is intended to replace the recreation building with two additional river cottage (condominium) units.

The addition of 1 single family lot and 2 river cottages will increase the total number of units from 33 to 36 units. The proposed changes do not impact required open space, preserve areas, drainage requirements or required public facilities or services.

With this understanding, please find enclosed the sufficiency 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 24 x 36 plans will be submitted upon a completeness determination):

- The completed application form;
- Affidavit for digital submittal;
- Project narrative;
- Owner's notarized power of attorney for representation by Lucido & Associates;
- Disclosure of interest affidavit;
- Recorded deed as proof of ownership;
- Documentation reflecting the name change of the owning entity from Floridian Golf Resort, LLC, to Floridian National Golf Club, LLC;
- No property transfer statement;
- The legal description;
- Location-parcel map;
- Location-aerial map;
- Future land use map;
- Zoning map;
- School impact worksheet;

Lucido & Associates 701 SE Ocean Boulevard Stuart, Florida 34994
tel: 772.220.2100 fax: 772.223.0220 web: www.lucidodesign.com

- Utility service letters;
- A recorded copy of the approved 5th PUD Amendment;
- A reduced copy of the stamped-approved revised master site plan;
- A reduced copy of the stamped-approved revised phasing plan;
- A copy of the proposed 6th PUD Amendment;
- A full size copy of the proposed master site plan and electronic copy of same;
- A full size copy of the proposed phasing plan and electronic copy of same;
- A reduced copy of the stamped-approved Phase 3 final site plan;
- A reduced copy of the recently approved Phase 4 final site plan;
- A reduced copy of the recently approved Phase 4 CO phasing plan;
- A full size copy of the proposed Phase 3 final site plan and electronic copy of same;
- A full size copy of the proposed Phase 4 final site plan and electronic copy of same;
- A full size copy of the proposed Phase 4 CO phasing plan and electronic copy of same;
- Phase 4 revised landscape plan;
- Reduced copy of architectural elevations and floor plans;
- Excavation, fill & hauling form;
- Utility related calculations;
- Drainage statement;
- Traffic impact analysis; and
- Signed and sealed construction plans.

The following application materials are not included because they are not applicable or not affected by the proposed administrative amendment:

Stormwater maintenance plan – Not affected by proposed changes.
Evacuation plan – Not affected by proposed changes.
Fire wildfire scoresheet – The site has been previously cleared and there are no adjacent lands that would be deemed a wildfire threat.
Boundary and topographic survey– Not affected by proposed changes.
Proposed water sources – Not affected by proposed changes.
Martin County utility worksheet – Existing agreement with Martin County Utilities to be modified.
Environmental assessment – The entire site has been cleared and stabilized.
Environmental waiver – Not applicable
Preserve Area Management Plan (PAMP) – The approved/recorded PAMP is not affected by the proposed changes or CO phasing and all shoreline restoration work has been completed.
Landscape alternative compliance – Not applicable
CRA alternative compliance– Not applicable
Groundwater model – Not applicable.
List of surrounding property owners – Not applicable to proposed request.
Tree survey – Not affected by proposed changes. No existing trees within developed area.
Lighting plan – Not applicable. No lighting is proposed or required.

Upon your determination of completeness, we will promptly post the required notice sign and submit the required application fee of $13,800.00 along with the additional sets of 24x36 plans to begin the development review process.

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

Sincerely,

Morris A. Crady, AICP
Senior Vice President
Encl.
Copy to: Development team

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

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

A. GENERAL INFORMATION

Type of Application: Revised PUD Zoning & Master Site Plan

Name or Title of Proposed Project: Floridian Golf Club PUD , 6th PUD Amendment Phase 3 & 4

Brief Project Description:

See attached Project Narrative

Was a Pre-Application Held? ☐ **YES/NO** ☑ **Pre-Application Meeting Date:** _____

Is there Previous Project Information? ☐ **YES/NO** ☑

Previous Project Number if applicable: F-099

Previous Project Name if applicable: Floridian Golf Club PUD, Phase 3 and 4

Parcel Control Number(s)

01-38-40-000-000-00010-2	01-38-40-021-000-00260-0
01-38-40-021-000-00230-0	01-38-40-021-000-00270-0
01-38-40-021-000-00240-0	01-38-40-021-000-00280-0
01-38-40-021-000-00250-0	

B. PROPERTY OWNER INFORMATION

Owner (Name or Company): Floridian National Golf Club, LLC

Company Representative: Giles Gibbe, President

Address: 3700 SE Floridian Drive

City: Palm City, State: FL Zip: 34990

Phone: 772 781-5010 Email: CZsiros@floridian.cc

C. PROJECT PROFESSIONALS

Applicant (Name or Company): Same as property owner
Company Representative: _____
Address: _____
City: _____, State: _____ Zip: _____
Phone: _____ Email: _____

Agent (Name or Company): Lucido & Associates
Company Representative: Morris A. Crady, AICP
Address: 701 SE Ocean Boulevard
City: Stuart, State: FL Zip: 34994
Phone: 772-220-2100 Email: mcrady@lucidodesign.com

Contract Purchaser (Name or Company): _____
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): Culpepper & Terpening, Inc.
Company Representative: Tom Kiernan, PLS
Address: 2980 South 25th Street
City: Fort Pierce, State: FL Zip: 34981
Phone: 772 464-3537 Email: tkiernan@ct-eng.com

Civil Engineer (Name or Company): Culpepper & Terpening, Inc.
Company Representative: Butch Terpening, Jr., P.E.
Address: 2980 South 25th Street
City: Fort Pierce, State: FL Zip: 34981
Phone: 772 464-3537 Email: bterpening@ct-eng.com

PROJECT PROFESSIONALS CONTINUED

Traffic Engineer (Name or Company): Same as civil engineer
Company Representative: _____
Address: _____
City: _____, State: _____ Zip: _____
Phone: _____ Email: _____

Architect (Name or Company): _____
Company Representative: _____
Address: _____
City: _____, State: _____ Zip: _____
Phone: _____ Email: _____

Attorney (Name or Company): Gunster
Company Representative: Robert S. Raynes, Jr.
Address: 800 SE Monterey Commons Blvd. Suite 200
City: Stuart, State: FL Zip: 34996
Phone: 772 288-1980 Email: RRaynesJr@gunster.com

Environmental Planner (Name or Company): EW Consultants, Inc.
Company Representative: Ed Weinberg, PWS
Address: 1000 SE Monterey Commons Blvd. Suite 208
City: Stuart, State: FL Zip: 34996
Phone: 772 287-8771 Email: eweinberg@ewconsultants.com

Other Professional (Name or Company): _____
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 check 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.

Applicant Signature

1/18/2022
Date

Morris Crady
Printed Name

NOTARY ACKNOWLEDGMENT

STATE OF: Florida **COUNTY OF:** Martin

I hereby certify that the foregoing instrument was acknowledged before me this 18 **day of** January, 20 22, **by** Morris A. Crady.

He or She is personally known to me **or** ___ **has produced** _____ **as identification.**

Notary Public Signature

Kathleen Anderson
Printed name

STATE OF: Florida **at-large**

KATHLEEN ANDERSON
MY COMMISSION # GG 173271
EXPIRES: January 31, 2022
Bonded Thru Notary Public Underwriters

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 Floridian Golf Club PUD, 6th PUD Amendment, Phase 3 & 4 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.

Applicant Signature

1/18/2022
Date

NOTARY ACKNOWLEDGMENT

STATE OF: FLORIDA **COUNTY OF:** MARTIN

I hereby certify that the foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization this 18 **day of** January, **20** 22, **by** Morris A. Crady.

He or She is personally known to me **or** ___ **has produced** _____ **as identification.**

Kathleen Anderson
Printed name

Notary Public Signature

KATHLEEN ANDERSON
MY COMMISSION # GG 173271
EXPIRES: January 31, 2022
Bonded Thru Notary Public Underwriters

STATE OF: FLORIDA **at-large**

lucido&associates

PROJECT NARRATIVE
FLORIDIAN GOLF CLUB PUD,
6th PUD Amendment, Revised Master Site Plan &
Revised Final Site Plan for Phases 3 and 4

January 18, 2022

Project History and Background

The Floridian Golf Club PUD Agreement was approved by the Martin County Board of Commissioners on October 23, 2012. As per the approved Master Plan, Phasing Plan and Timetable of Development Schedule, **Phase 1** of the project consists of the existing private golf course that straddles the Martin County/Port St. Lucie city limits. Phases 2 through 6 originally consisted of a total of 56 single family units on approximately 121 acres. The golf course was redeveloped in 2016 including the construction of a golf teaching facility and the construction of River's End Way from Murphy Road to the teaching facility (Bessey Creek Way in St. Lucie County). Primary access to the golf course is provided off of Gilson Road (aka Murphy Road) via Floridian Drive in St. Lucie County. Water and sewer service to the project is provided by Martin County Utilities and irrigation water is provided via an IQ service agreement with the City of Port St. Lucie.

Phase 2, which obtained final site plan approval on September 10, 2013, has been completed. Phase 2 included the addition of preserve areas, construction of a portion of SW River's End Way (private road), restoration of the shoreline protection zone, and related infrastructure improvements in support of 10 single family waterfront lots nearest to the golf clubhouse.

Phase 3, which consists of 18 single family waterfront lots, shoreline protection zone restoration, portion of temporary golf practice area and related infrastructure improvements including the completion of River's End Way, obtained final site plan and plat approval and has been completed in its entirety.

A Final Site Plan application for **Phase 5**, which includes 4 "island lots", is pending submittal.

A portion of **Phases 3, 4 and 5** was approved as a temporary golf practice area by way of the **First PUD Amendment.** The First PUD Amendment also authorized the construction of the upland retaining wall and creation of shoreline protection zones that require restoration with native plant species in accordance with the approved and recorded Preserve Area Management Plan (PAMP). The golf course practice area and the PAMP restoration elements within and shoreline protection zone including the upland retaining wall, have been completed.

The **Second PUD Amendment** authorized technical adjustments to the master plan for consistency with the approved final site plan and plats.

The **Third PUD Amendment** updated the phasing plan consistent with the revised master plan.

Phase 6, which consists of 5 lake cottages on the golf course, was approved on July 18, 2017 and has been completed.

The **Fourth PUD Amendment,** which was approved on March 19, 2019 authorized the following changes to the master plan and phasing plan:

- Deletion of 6 single family waterfront lots in Phase 3, i.e. lots 23-28;
- Deletion of 18 single family waterfront lots in Phase 4, i.e. lots 29-46;
- Conversion of the temporary golf course practice area to a permanent golf course practice area;
- Addition of a waterfront amenity center including 2 tennis courts, community building, pool facilities and 2 river cottages (aka golf villas);
- Revised Phase 3 from 18 single family waterfront lots to 12 single family waterfronts lots;
- Revised Phase 4 from 18 single family lots to waterfront amenity center, 2 river cottages and the golf course practice area; and
- Revised Phase 6 and PUD Special Condition # 2 to include vehicular parking within Phase 6.

Concurrent with the Fourth PUD Amendment, the **Phase 4 final site plan** was approved consistent with the revised master plan changes as described above (i.e. elimination of 18 single family lots in favor of a permanent golf practice area, 2 river cottages, 2 tennis courts, pool facilities and a recreation building. The total number of residential units was reduced to from 56 (as originally approved) to 33 units on approximately 121 acres.

The **Fifth PUD Amendment,** which was recently approved on July 13, 2021, authorizes the sale of the 2 **river cottages** in Phase 4 as condominium units and allows the filling of a manmade boat basin on lots 17 and 18 in Phase 3**.**

Except for the living shoreline that is being constructed in conjunction with filling in the boat basin, all shoreline restoration work and PAMP (Preserve Area Management Plan) activities have been completed for the entire PUD in accordance with the approved PAMP.

The recently approved administrative amendment and revised final site plan for Phase 4 created a Certificate of Occupancy (CO) Phasing Plan that allows the issuance of COs as follows:

a. CO phase 1 – Tennis courts and river cottages including supporting infrastructure and required landscaping;
b. CO phase 2- Pool and open pool deck;
c. CO phase 3 - Pool cabana and covered pool deck; and
d. CO phase 4 - Recreation building.

Both Phases 3 and 4 have been cleared and stabilized, the tennis courts in Phase 4 have been completed and the 2 river cottages and supporting infrastructure improvements are nearing completion and will be ready for the issuance of a CO very soon. The pool and cabana are anticipated to be completed by within the next few months.

Proposed 6th PUD Amendment

The purpose of the proposed 6th PUD Amendment is to revise the master site plan to be consistent with the proposed revised final site plan for Phase 3 and Phase 4. The revised final site plan for Phase 3 is needed to replat lots 17 and 18 to create an additional lot 17A. The revised final site plan for Phase 4 is intended to replace the recreation building with two additional river cottage (condominium) units. The addition of 1 single family lot and 2 river cottages will increase the total number of units from 33 to 36 units. The proposed changes do not impact required open space, preserve areas, drainage requirements or required public facilities or services.

Floridian National Golf Club, LLC
3700 SE Floridian Drive
Palm City, Florida 34990

May 13, 2019

Nicki van Vonno, Director
Martin County Growth Management Department
2401 S.E. Monterey Road
Stuart, FL 34996

Re: Floridian Golf Club PUD

Dear Ms. van Vonno:

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

Sincerely,

FLORIDIAN NATIONAL GOLF CLUB, LLC,
a Florida limited liability company,
formerly known as Floridian Golf Resort, LLC

By: Southeast Headquarters, LLC,
a Florida limited liability company,
Its Manager Member

By: _____
Giles Kibbe, President

STATE OF Texas
COUNTY OF Harris

The foregoing was acknowledged before me this 9th day of May, 2019, by GILES KIBBE, President of SOUTHEAST HEADQUARTERS, LLC, a Florida limited liability company, Manager Member of FLORIDIAN NATIONAL GOLF CLUB, LLC, a Florida limited liability company, formerly known as Floridian Golf Resort, LLC. He [X] is personally known to me or [ ] has produced _____ as identification.

Brenda S Schiro
NOTARY PUBLIC
My Commission Expires:

(Notarial Seal)

BRENDA S SCHIRO
Notary ID #128681443
My Commission Expires
July 21, 2023

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**
Floridian National Golf Club, LLC a Florida limited liability company	3700 SE Floridian Drive Palm City, Florida 34990

(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**
Southeast Headquarters, LLC	501 Crawford Street, Suite 500 Houston, Texas 77002	Sole member of Floridian National Golf Club, LLC
Crane Private Equity, Ltd.	501 Crawford Street, Suite 500 Houston, Texas 77002	Sole member of Southeast Headquarters, LLC
Crane GP LLC	501 Crawford Street, Suite 500 Houston, Texas 77002	General Partner of Crane Private Equity, Ltd.

James R. Crane	501 Crawford Street, Suite 500 Houston, Texas 77002	President and Sole Partner of Crane GP LLC

(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**
N/A		

(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 ***
F099-024	Floridian National Golf Club, LLC (see sections 1 & 2 above for names & addresses)	3-19-19	Rev. MP & Phase 4 FSP	Approved
F099-026	(same as above)	3-19-19	Phase 6 Rev FSP	Approved
F099-015 F099-023	(same as above)	5-9-19	Ph. 5 FSP Ph. 5 Plat	Withdrawn

(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

Giles Kibbe

STATE OF Texas
COUNTY OF Harris

The foregoing Disclosure of Interest Affidavit was sworn to, affirmed and subscribed before me this 9th day of May 2019, by GILES KIBBE, who is personally known to me or have produced _____ as identification.

Notary Public, State of Texas
Print Name: Brenda S. Schiro
My Commission Expires: July 21, 2023

(Notary Seal)

BRENDA S SCHIRO
Notary ID #128681443
My Commission Expires
July 21, 2023

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

LEGAL DESCRIPTION

BEING A PARCEL OF LAND LYING IN SECTION 1, TOWNSHIP 38 SOUTH, RANGE 40 EAST, AND SECTION 6, TOWNSHIP 38 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING ALL OF LOTS 23 THROUGH 28, ACCORDING TO THE PLAT OF FLORIDIAN GOLF CLUB PUD, PHASE 3, AS RECORDED IN PLAT BOOK 17, PAGE 48, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.

CONTAINING 2.872 ACRES, MORE OR LESS.

TOGETHER WITH:

TRACT 1

BEGIN AT THE NORTHWESTERLY CORNER OF SAID LOT 28; THENCE SOUTH 35°00'26" EAST, ALONG THE WESTERLY LINE OF LOT 28, A DISTANCE OF 214.69 FEET TO THE MEAN HIGH WATER LINE; THENCE ALONG THE MEAN HIGH WATER LINE THE FOLLOWING 9 COURSES AND DISTANCES; THENCE SOUTH 50°41'04" WEST, A DISTANCE OF 16.60 FEET; THENCE SOUTH 62°20'16" WEST, A DISTANCE OF 92.13 FEET; THENCE SOUTH 59°48'28" WEST, A DISTANCE OF 141.75 FEET; THENCE SOUTH 65°28'42" WEST, A DISTANCE OF 134.44 FEET; THENCE SOUTH 65°04'36" WEST, A DISTANCE OF 122.50 FEET; THENCE SOUTH 65°26'54" WEST, A DISTANCE OF 150.36 FEET; THENCE SOUTH 58°04'36" WEST, A DISTANCE OF 129.68 FEET; THENCE SOUTH 63°53'07" WEST, A DISTANCE OF 132.37 FEET; THENCE SOUTH 59°30'42" WEST, A DISTANCE OF 153.99 FEET; TO A POINT HEREINAFTER KNOWN AS POINT A; THENCE, DEPARTING SAID MEAN HIGH WATER LINE, NORTH 25°06'44" WEST, A DISTANCE OF 145.42 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00"; THENCE NORTHERLY ALONG THE ARC A DISTANCE OF 39.27 FEET; THENCE NORTH 64°53'16" EAST, A DISTANCE OF 98.70 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 2,025.00 FEET, A CENTRAL ANGLE OF 06°29'09"; THENCE NORTHEASTERLY ALONG THE ARC A DISTANCE OF 229.23 FEET; THENCE NORTH 58°24'07" EAST, A DISTANCE OF 654.86 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 2,455.13 FEET, A CENTRAL ANGLE OF 00°43'47"; THENCE NORTHEASTERLY ALONG THE ARC A DISTANCE OF 31.27 FEET TO THE POINT OF BEGINNING.

CONTAINING 4.353 ACRES, MORE OR LESS.

TOGETHER WITH:

TRACT 2

COMMENCE AT AFORESAID POINT A; THENCE ALONG THE MEAN HIGH WATER LINE THE FOLLOWING 12 COURSES AND DISTANCES; THENCE SOUTH 68°53'26" WEST, A DISTANCE OF 50.12 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL;

THENCE SOUTH 66°13'23" WEST, A DISTANCE OF 148.36 FEET; THENCE SOUTH 64°13'27" WEST, A DISTANCE OF 93.11 FEET; THENCE SOUTH 71°55'31" WEST, A DISTANCE OF 152.04 FEET; THENCE SOUTH 81°58'58" WEST, A DISTANCE OF 97.45 FEET; THENCE NORTH 89°07'29" WEST, A DISTANCE OF 56.37 FEET; THENCE SOUTH 86°33'44" WEST, A DISTANCE OF 46.13 FEET; THENCE NORTH 84°09'00" WEST, A DISTANCE OF 79.19 FEET; THENCE NORTH 82°11'42" WEST, A DISTANCE OF 61.88 FEET; THENCE NORTH 75°26'22" WEST, A DISTANCE OF 82.13 FEET; THENCE NORTH 75°32'36" WEST, A DISTANCE OF 132.99 FEET; THENCE NORTH 76°33'51" WEST, A DISTANCE OF 92.30 FEET; THENCE, DEPARTING SAID MEAN HIGH WATER LINE, NORTH 10°51'39" EAST, A DISTANCE OF 152.10 FEET; THENCE SOUTH 79°08'21" EAST, A DISTANCE OF 365.27 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 535.00 FEET, A CENTRAL ANGLE OF 35°58'23"; THENCE EASTERLY ALONG THE ARC A DISTANCE OF 335.90 FEET; THENCE NORTH 64°53'16" EAST, A DISTANCE OF 212.54 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00"; THENCE EASTERLY ALONG THE ARC A DISTANCE OF 39.27 FEET; THENCE SOUTH 25°06'44" EAST, A DISTANCE OF 141.92 FEET TO THE MEAN HIGH WATER LINE AND THE POINT OF BEGINNING.

CONTAINING 3.690 ACRES, MORE OR LESS.

CONTAINING 10.915 ACRES TOTAL, MORE OR LESS.

(3)

INSTR # 2202357
OR BK 02446 PG 0461
Pgs 0461 - 479; (19pgs)
RECORDED 04/05/2010 04:16:12 PM
MARSHA EWING
CLERK OF MARTIN COUNTY FLORIDA
DEED DOC TAX 0.70
RECORDED BY P Tyson

THIS INSTRUMENT WAS PREPARED BY:
DANIEL M. MACKLER, ESQ.
GUNSTER, YOAKLEY & STEWART, P.A.
450 EAST LAS OLAS BOULEVARD, SUITE 1400
FORT LAUDERDALE, FLORIDA 33301
CH Box 40

Folio No(s).: St Lucie County Folios: 4436-443-0001-000/9;
4425-701-0005-010/7; 4436-410-0001-000/7; and
a portion of 4436-131-0001-000/1
Martin County Folios:
1-38-40-000-000-00010.20000; 1-38-40-014-000-00006.00000;
1-38-40-014-000-00007.00000; 1-38-40-014-000-00008.00000;
1-38-40-014-000-00009.00000; 1-38-40-014-000-01060.30000;
1-38-40-014-000-01070.10000; 1-38-40-014-000-01080.90000;
1-38-40-014-000-01090.70000; 6-38-41-000-000-00040.30000;
6-38-41-000-000-00041.20000; and 31-37-41-000-000-00010.90000

SPECIAL WARRANTY DEED
(Duplicate Original- Martin County, Florida)

THIS INDENTURE, made this 1st day of April, 2010, between STUART PROPERTY HOLDINGS, LTD., a Florida limited partnership, whose address is c/o Huizenga Holdings, Inc., 450 East Las Olas Blvd., Suite 1500, Ft. Lauderdale, FL 33301 ("Grantor") and FLORIDIAN GOLF RESORT, LLC, a Florida limited liability company, whose address is 4409 Montrose, Suite 200, Houston, Texas 77006 ("Grantee"):

WITNESSETH THAT:

Grantor, for and in consideration of the sum of Ten and No/100 U.S. Dollars ($10.00), lawful money of the United States of America, to it in hand paid by the Grantee, at or before the ensealing and delivery of these presents, the receipt of which is hereby acknowledged, has granted, bargained, sold, alienated, remised, released, conveyed and confirmed and by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee and its successors and assignees forever, the following described real property, situate, lying and being in the County of Martin and the County of St. Lucie (collectively, the "Counties"), State of Florida, and more particularly described as follows:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF (the "Property").

[Note to Clerk: The Property described in this duplicate original Special Warranty Deed is located in both St. Lucie County and Martin County, Florida. Florida documentary stamp tax in the amount of $179,069.80, calculated based on the purchase price of the Property was paid and affixed to the original Special Warranty Deed recorded in St. Lucie County, Florida. Nominal documentary stamp tax of $0.70 is being paid in connection with the recordation of this duplicate original Special Warranty Deed in Martin County, Florida.]

SUBJECT, HOWEVER, TO THE FOLLOWING:

1. Real property taxes, assessments and special district levies/assessments, for the year 2010 and for subsequent years.

2. Zoning and other regulatory laws and ordinances affecting the Property.

3. Easements, reservations, restrictions, rights of way, and other matters of record, if any, described in **EXHIBIT B** attached hereto and made a part hereof, but this reference shall not operate to reimpose same.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any way appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee that it is lawfully seized of the Property hereby conveyed in fee simple; that it has good right and lawful authority to sell and convey said Property; that it hereby specially warrants the title to said Property and will defend the same against the lawful claims of any persons claiming by, through or under the said Grantor.

[TEXT AND SIGNATURES FOLLOW]

IN WITNESS WHEREOF, Grantor has caused these presents to be signed in its name by its proper officers, and its corporate seal to be affixed, the day and year first above written.

STUART PROPERTY HOLDINGS, LTD., a Florida limited partnership

By: Stuart Property Management, Inc., a Florida corporation, its General Partner

By: _____
Name: Robert J. Hennringer Jr
Title: V.P

_____
Witness
Richard L. Yardley
Printed Name of Witness

_____
Witness
CARMEN KRAMER
Printed Name of Witness

STATE OF FLORIDA

COUNTY OF Broward

The foregoing Special Warranty Deed was acknowledged before me this 31 day of March, 2010, by Robert J. Hennringer, Jr., as Vice President of Stuart Property Management, Inc., a Florida corporation, the General Partner of Stuart Property Holdings, Ltd., a Florida limited partnership, on behalf of said corporation and limited partnership, who (✓) is personally known to me, or ( ) produced _____ as identification.

_____
Signature of Notary Public
Elena Livingood
Printed Name of Notary Public

Notary Public State of Florida
Elena Livingood
My Commission DD519043
Expires 05/09/2010

EXHIBIT A [TO DEED]

LEGAL DESCRIPTION

Exhibit "A"

ST. LUCIE COUNTY

PARCEL 1:

The South 641.29 feet of the Southeast one-quarter of the Southeast one-quarter of Section 36, Township 37 South, Range 40 East, and being in St. Lucie County, Florida.

PARCEL 2:

Being all of Government Lot 2 and all of Government Lot 3, Section 36, Township 37 South, Range 40 East, St. Lucie County, Florida.

LESS that portion of the 80 foot wide right-of-way of Gilson Road, as relocated, as recorded in Official Records Book 463, Page 450, Public Records of St. Lucie County, Florida, lying in said Government Lot 3, the center line of which being more particularly described as follows:

Commence at the Southeast corner of said Section 36; thence South 88°35'30" West along the South line of said Section 36, a distance of 1763.46 feet to the POINT OF BEGINNING of the herein described centerline; thence North 17°30'20" West, a distance of 890.24 feet to the beginning of a curve, concave Westerly, having a radius of 1000.00 feet and a central angle of 07°35'57"; thence Northerly along the arc of said curve, a distance of 132.63 feet to the end of said curve; thence North 25°06'17" West, a distance of 1254.85 feet to the intersection with the West line of said Government Lot 3.

ALSO LESS that right-of-way for Becker Road, as recorded in Deed Book 144, Page 247, Public Records of St. Lucie County, Florida, described as follows:

The North 50 feet of the Southwest one-quarter of the Southeast one-quarter lying West of Gilson Road, and the South 50 feet of the Northwest one-quarter of the Southeast one-quarter lying West of Gilson Road, of Section 36, Township 37 South, Range 40 East.

ALSO LESS that part of said Government Lot 3, lying West of Gilson Road and South of Becker Road as described in Warranty Deed from Stuart Property Holdings, Ltd. to St. Lucie County, a political subdivision of the State of Florida dated December 10, 1993, as recorded in Official Records Book 883, Page 1334, Public Records of St. Lucie County, Florida, and being more particularly described as follows:

Being a parcel of land in Government Lot 3, Section 36, Township 37 South, Range 40 East, St. Lucie County, Florida, being more particularly described as follows:

Commence at the South one-quarter corner of Section 36; thence North 00°46'41" East with said one-quarter Section line a distance of 1,202.02 feet to the POINT OF BEGINNING; thence continue North 00°46'41" East a distance of 60.04 feet; thence North 88°50'14" East a distance of 371.06 feet to a point on the West right-of-way of Gilson Road as recorded in Official Records Book 453, Page 450; thence with said Gilson Road South 25°06'17" East a distance of 65.65 feet; thence South 88°50'14" West a distance of 399.73 feet to the POINT OF BEGINNING.

TOGETHER WITH that part of said Government Lot 3, lying West of Gilson Road and North of Becker Road as described in Resolution Number 92-169, being a resolution vacating a portion of a public road right-of-way in St. Lucie County, Florida, dated August 26, 1992, and recorded in Official Records Book 804, Page 1987, Public Records of St. Lucie County, Florida, and being more particularly described as follows:

The North 40 feet of that certain road right-of-way recorded in Deed Book 144, Page 247 of the Public Records of St. Lucie County, Florida.

Exhibit "A" continued

ALSO DESCRIBED AS FOLLOWS:

Being a parcel of land lying in Government Lot 3, Section 36, Township 37 South, Range 40 East, St. Lucie County, Florida, being more particularly described as follows:

Commence at the South one-quarter corner of said Section 36; thence North 00°46'41" East with said one-quarter Section line a distance of 1,322.10 feet to the POINT OF BEGINNING; thence North 88°50'14" East a distance of 342.38 feet; thence North 25°06'17" West 43.76 feet; thence South 88°50'14" West 323.27 feet; thence South 00°46'41" West 40.02 feet to the POINT OF BEGINNING.

LESS AND EXCEPTING THEREFROM the existing right-of-way for Becker Road and that portion of Gilson Road right-of-way as described in Official Records Book 461, Page 2268 of the Public Records of St. Lucie County, Florida.

TOGETHER WITH a parcel of land lying in Section 36, Township 37 South, Range 40 East, St. Lucie County, Florida, and being more particularly described as follows:

Being a portion of the plat of Harbour Ridge Plat No. 2 as recorded in Plat Book 24, Pages 5 and 5-A through 5-E of the Public Records of St. Lucie County, Florida, said portion being bounded as follows: on the South by the South line of the Northwest one-quarter of Section 36; on the East by the East line of the Northwest one-quarter of said Section 36; on the North by the North line of Government Lot 2, Section 36, Township 37 South, Range 40 East, and on the West by the following described line:

Begin at the Northwest corner of Government Lot 2, Section 36, Township 37 South, Range 40 East; thence South 29°47'16" West, a distance of 241.92 feet; thence South 17°30'35" East, a distance of 219.54 feet; thence South 12°12'36" West, a distance of 69.73 feet; thence South 03°12'31" West, a distance of 607.45 feet; thence South 01°37'30" East, a distance of 157.80 feet to a point on the South line of the Northwest one-quarter of said Section 36 and the point of termination of said line.

LESS AND EXCEPTING THEREFROM the realignment of Gilson Road right of way, as recorded in Official Records Book 1026, Page 1542, Public Records of St. Lucie County, Florida, being more particularly described as follows:

Being a parcel of land lying in Section 36, Township 37 South, Range 40 East, St. Lucie County, Florida, and being more particularly described as follows:

Commence at the Southeast corner of said Section 36; thence South 88°35'30" West along the South line of said Section 36, a distance of 1763.46 feet to a point on the centerline of Gilson Road (being an 80 feet wide right of way) as described in Official Records Book 461, Page 2269, of the Public Records of St. Lucie County, Florida; thence North 17°30'20" West along said centerline, a distance of 380.89 feet to the POINT OF BEGINNING; thence departing said centerline North 72°29'40" East a distance of 50.00 feet to the beginning of a non-tangent curve concave to the Southwest having a radius of 750.00 feet, the chord of which bears North 33°49'48" West; thence Northwesterly along the arc of said curve through a central angle of 32°38'56", a distance of 427.37 feet; thence North 50°09'16" West a distance of 153.79 feet to the beginning of a curve concave to the Northeast having a radius of 1450.00 feet; thence Northwesterly along the arc of said curve through a central angle of 24°40'36", a distance of 624.50 feet to a point on the Northerly right of way line of Becker Road (being a 150.00 feet wide right of way); thence South 88°50'14" West along said right of way line, a distance of 10.97 feet, to the beginning of a non-tangent curve concave to the Northeast having a radius of 1460.00 feet, the chord of which bears North 12°28'24" West; thence Northwesterly and Northerly along the arc of said curve, through a central angle of 25°39'18", a distance of 653.73 feet; thence North 00°21'15" East, a distance of 650.85 feet, to a point on the North line of the Southwest one-quarter of said Section 36; thence South 89°05'15" West, along said line, a distance of 80.02 feet; thence South 00°21'15" West, a distance of 649.08 feet to the

beginning of a curve concave to the Northeast, having a radius of 1540.00 feet; thence Southerly and Southeasterly along the arc of said curve through a central angle of 24°18'09", a distance of 653.20 feet to a point on the Northerly right of way line of Becker Road (being a 150.00 feet wide right of way); thence South 89°47'18" West along said North line a distance of 10.92 feet to the beginning of a non-tangent curve concave to the Northeast having a radius of 1550.00 feet, the chord of which bears South 36°58'12" East; thence Southeasterly along the arc of said curve through a central angle of 26°22'07", a distance of 713.34 feet; thence South 50°09'16" East, a distance of 153.79 feet to the beginning of a curve concave to the Southwest having a radius of 650.00 feet; thence Southeasterly along the arc of said curve through a central angle of 32°38'56", a distance of 370.39 feet; thence North 72°29'40" East, a distance of 50.00 feet to the POINT OF BEGINNING.

TOGETHER WITH that portion of vacated and abandoned right of way known as Gilson Road lying in Section 36, Township 37 South, Range 40 East and recorded in Official Records Book 1245, Page 2139, Public Records of St. Lucie County, Florida, being more particularly described as follows:

Being a strip of land 80.00 feet in width lying in Section 36, Township 37 South, Range 40 East, St. Lucie County, Florida. Said strip lying 40.00 feet each side of the following described centerline:

Commence at the Southeast corner of Section 36, Township 37 South, Range 40 East, St. Lucie County, Florida; thence South 88°35'30" West along the South line of said Section 36, a distance of 1763.46 feet to a point, said point being on the centerline of existing Gilson Road (being an 80.00 foot right of way) as described in Official Records Book 461, Page 2269, of the Public Records of St. Lucie County, Florida; thence North 17°30'20" West along said centerline a distance of 380.89 feet to the POINT OF BEGINNING of the herein described centerline; thence continue North 17°30'20" West along said centerline, a distance of 509.32 feet, to the beginning of a curve concave to the Southwest having a radius of 1000 feet; thence Northwesterly along the arc of said curve through a central angle of 07°35'57", a distance of 132.63 feet; thence North 25°06'17" West, a distance of 1359.03 feet to the beginning of a curve concave to the Northeast having a radius of 1000 feet; thence Northwesterly and Northerly along the arc of said curve through a central angle of 23°30'37", a distance of 410.33 feet to a point on the North line of the Southwest 1/4 of said Section 36 and the POINT OF TERMINATION of said centerline.

LESS AND EXCEPTING THEREFROM that portion of Gilson Road Right-of-Way as described in Official Records Book 1026, page 1542, of the Public Records of St. Lucie County, Florida.

TOGETHER WITH that portion of vacated and abandoned right of way known as Becker Road lying in the Southeast one quarter of Section 36, Township 37 South, Range 40 East and recorded in Official Records Book 1290, Page 365, Public Records of St. Lucie County, Florida, being more particularly described as follows:

A parcel of land lying in the Southeast one quarter of Section 36, Township 37 South, Range 40 East, St. Lucie County, Florida, said parcel being more particularly described as follows:

All that portion of Becker Road bounded on the East, by the West right of way line of old alignment of Gilson Road as described and recorded in Official Records Book 463, Page 450 and bound on the West by the East right of way line of new alignment of Gilson Road as described and recorded in Official Records Book 1026, Page 1542, of the Public Records of St. Lucie County, Florida.

LESS AND EXCEPTING THEREFROM that portion of Wide Waters, as recorded in Plat Book 17, Page 2, Public Records of St. Lucie County, Florida, as monumented and occupied.

ALSO LESS AND EXCEPTING THEREFROM that portion of Government Lot 3, lying west of Gilson Road as described in O.R. Book 1026, Page 1542, and south of Becker Road.

Exhibit "A" continued

PARCEL 3:

Being a parcel of land lying in Government Lot 4, Section 36, Township 37 South, Range 40 East, St. Lucie County, Florida, being more particularly described as follows:

Commence at the Southeast corner of said Section 36; thence run North 00°49'00" East, along the East line of said Section 36, a distance of 641.29 feet to the POINT OF BEGINNING; thence run South 89°15'25" West, a distance of 1320.66 feet, to the West line of Government Lot 4 of said Section 36; thence run North 00°47'39" East, along the West line of Government Lot 4, a distance of 1,956.57 feet, to the Northwest corner of said Government Lot 4; thence run North 89°05'04" East, along the North line of Government Lot 4, a distance of 680 feet, more or less, to the waters of the St. Lucie River; thence meander said waters Southeasterly along the natural mean high water line, 1,080 feet, more or less, to the point of intersection with the aforesaid East line of Section 36; thence run South 00°49'00" West, along said East line, a distance of 1,200.07 feet, more or less, to the POINT OF BEGINNING.

TOGETHER WITH:

PARCEL 4:

That part of the Southwest one-quarter of Section 36, Township 37 South, Range 40 East, St. Lucie County, Florida, lying East of Gilson Road.

MARTIN COUNTY

PARCEL 1:

The West one-half of the Northeast one-quarter of Section 1, Township 38 South, Range 40 East, lying North of the original channel of Bessey Creek, LESS road rights-of-way and rights-of-way for C-23 Canal. Said parcel being in Martin County, Florida.

PARCEL 2:

TOGETHER WITH that portion of C-23 right-of-way within Deed Book 52, Page 126, Martin County, Florida, Public Records, described as follows:

A parcel of land located in the Northeast one-quarter of Section 1, Township 38 South, Range 40 East, Martin County, Florida, and being more particularly described as follows:

Commence at Northeast corner of said Section 1, being a concrete monument; thence South 00°55'21" East along the East line of said Section 1 a distance of 711.51 feet to the North right-of-way line of the South Florida Water Management District's Canal C-23 as shown on that certain right-of-way map labeled: CANAL C-23, TOPO AND RIGHT OF WAY, DRAWING NUMBER C-23-10, SHEET 12 OF 12; thence Westerly along the North right-of-way as shown on said map the following courses and distances:

South 37°39'22" West a distance of 236.13 feet, to the beginning of a curve, concave Northwesterly, having a radius of 1550.00 feet and a central angle of 26°00'00"; thence Southwesterly along the arc of said curve, a distance of 703.37 feet to the curve's end; thence South 63°39'22" West a distance of 708.05 feet; thence South 63°39'22" West a distance of 425.13 feet, to the beginning of a curve, concave Northerly, having a radius of 676.30 feet and a central angle of 19°39'50"; thence Southwesterly along the arc of said curve, a distance of 232.11 feet to the curve's end, and the POINT OF BEGINNING of the herein described parcel; thence North 76°52'32" West a distance of 760.85 feet to the west line of the Northeast one-quarter of said Section 1;

thence South 00°20'12" West departing the right-of-way line mentioned above and along the West line of said Northeast one-quarter of said Section I a distance of 91.85 feet, more or less, to the Northerly mean high water line of the channel of said Canal C-23 (said canal at this location is tidal waters openly connected to the North Fork of the St. Lucie River); thence Easterly along the said Northerly mean high water line of said Canal C-23 the following courses and distances:

South 79°49'17" East a distance of 170.30 feet; thence South 75°02'54" East a distance of 100.00 feet; thence South 78°29'01" East a distance of 100.12 feet; thence South 75°02'54" East a distance of 100.00 feet; thence South 78°34'06" East a distance of 102.12 feet; thence South 87°44' 19" East a distance of 151.23 feet; thence North 82°17'08" East a distance of 124.70 feet; thence North 70°22'37" East a distance of 15.72 feet;

thence North 76°52'32" West along the southeasterly prolongation of the Northerly right-of-way line as shown on the above-referenced right-of-way map and the Northeasterly line of that parcel described in Deed Book 52, Page 126, Public Records of Martin County, Florida, a distance of 109.91 feet, to the POINT OF BEGINNING.

PARCEL 3:

The East one-half of the Northeast one-quarter of Section 1, Township 38 South, Range 40 East, lying North of the original channel of Bessey Creek, less road rights-of-way and rights-of way for C-23 Canal.

Said parcel being in Martin County, Florida.

PARCEL 4:

THAT PORTION of C-23 right-of-way lying East of and adjacent to that parcel described in Deed Book 52, Page 126, Martin County, Florida, Public Records, described as follows:

A parcel of land located in the Northeast one-quarter of Section 1, Township 38 South, Range 40 East, Martin County, Florida, and being more particularly described as follows:

Commence at Northeast corner of said Section 1, being a concrete monument; thence South 00°55'21" East along the East line of said Section 1 a distance of 711.51 feet to the North right-of-way line of the South Florida Water Management District's Canal C-23 as shown on that certain right-of-way map labeled: CANAL C-23, TOPO AND RIGHT OF WAY, DRAWING NUMBER C-23-10, SHEET 12 OF 12 and dated 06/01/59, last revised 10/17/72 and the POINT OF BEGINNING of the herein described parcel; thence continue South 00°55'21" East along said East line of Section I a distance of 93.48 feet to the Northerly mean high water line of the channel of said Canal C-23 (said canal at this location is tidal waters openly connected to the North Fork of the St. Lucie River); thence Westerly along the said Northerly mean high water line of said Canal C-23 the following courses and distances:

South 44°12'19" West a distance of 192.47 feet; thence South 38°11'42" West a distance of 116.77 feet; thence South 42°28'07" West a distance of 100.50 feet; thence South 47°36'22" West a distance of 100.00 feet; thence South 53°19'19" West a distance of 100.40 feet; thence South 51°11'47" West a distance of 126.67 feet; thence South 62°31'03" West a distance of 129.77 feet; thence South 64°04'36" West a distance of 500.00 feet; thence South 61°10'56" West a distance of 166.29 feet; thence South 67°03'09" West a distance of 87.23 feet; thence South 60°13'04" West a distance of 80.13 feet; thence South 72°13'38" West a distance of 225.23 feet; thence South 32°50'47" West a distance of 55.62 feet; thence South 67°27'48" West a distance of 99.50 feet; thence South 70°22'37" West a distance of 96.26 feet;

thence departing said Northerly mean high water line North 76°52'32" West along the Southeasterly prolongation of the Northerly right-of-way line as shown on the above-referenced right-of-way map and the Northeasterly line of that parcel described in Deed Book 52, Page 126, Public Records of Martin County, Florida, a distance of 109.91 feet, to the North right-of-way line of the South Florida Water Management District's Canal C-23 as shown on that certain right-of-way map labeled: CANAL C-23, TOPO AND RIGHT OF WAY, DRAWING NUMBER C-23-10, SHEET 12 OF 12 and dated 06/01/59, last revised 10/17/72, and to a point of intersection with a non-tangent curve, concave Northerly, having a radius of 676.30 feet and a central angle of 19°39'50"; thence Easterly along said Northerly right-of-way line the following courses and distances:

thence Easterly along the arc of said curve, a distance of 232.11 feet, said arc subtended by a chord which bears North 73°29' 19" East, a distance of 230.97 feet to the curve's end; thence North 63°39'22" East a distance of 425.13 feet; thence North 63°39'22" East a distance of 708.05 feet, to the beginning of a curve, concave Northwesterly, having a radius of 1550.00 feet and a central angle of 26°00'00"; thence Northeasterly along the arc of said curve, a distance of 703.37 feet to the curve's end; thence North 37°39'22" East a distance of 236.13 feet, to the POINT OF BEGINNING.

PARCEL 5 (River's End):

All of the Plat of Rivers End lying East of SW Murphy Road, as shown on the plat thereof recorded in Plat Book 12, Page 13, Public Records of Martin County, Florida, including the Stormwater Management Tract 3, the Native Vegetation Preservation Area, that portion of SW Rivers End Way, all drainage easements, maintenance easements, utility easements, and all other easements, roads and common areas lying East of SW Murphy Road, as shown on said Plat.

TOGETHER WITH A parcel of land lying in the Northwest one-quarter of Section 1, Township 38 South, Range 40 East, Martin County Florida, said parcel also being a portion of the South Florida Water Management District's Canal C-23 right-of-way lying Southerly of and adjacent to a portion of the plat of Rivers End, as recorded in Plat Book 12, Page 13, of the Public Records of Martin County, Florida, and being more particularly described as follows:

Commence at the intersection of the Easterly right-of-way line of SW Murphy Road (being an 80 feet wide right-of-way) and the Northerly right-of-way line of aforementioned Canal C-23; thence South 76°51'21" East along said Northerly right-of-way, said line also being the Southerly line of the plat entitled Rivers End, a distance of 66.00 feet to the POINT OF BEGINNING; thence continue South 76°51'21" East a distance of 304.59 feet to a point on the East line of the Northwest one-quarter of said Section 1; thence South 00°20'12" West along said line a distance of 89.58 feet more or less to the mean high water line of said Canal C-23; thence along said mean high water line by the following courses and distances:

North 73°21'24" West a distance of 21.22 feet; thence North 85°34'08" West a distance of 34.85 feet; thence North 79°23'58" West a distance of 58.29 feet; thence North 71°19'07" West a distance of 30.38 feet; thence North 79°42'44" West a distance of 45.14 feet; thence North 74°38'46" West a distance of 26.63 feet; thence North 80°03'18" West a distance of 32.33 feet; thence North 71°34'08" West a distance of 28.75 feet; thence North 82°38'22" West a distance of 28.42 feet;

thence North 76°50'46" West a distance of 20.01 feet to a point on a line 66.00 feet East of as measured at right angles to the Easterly right-of-way line of said SW Murphy Road; thence North 13°25'59" East along said line a distance of 94.50 feet more or less to the POINT OF BEGINNING.

LESS AND EXCEPT a parcel of land lying in Section 1, Township 38 South, Range 40 East, Martin County, Florida, said parcel being a portion of the South Florida Water Management District's Canal C-23 right-of-way and also a portion of the Plat of Rivers End, as recorded in Plat Book 12, Page 13 of the Public Records of Martin County, Florida, and being more particularly described as follows:

Exhibit "A" continued

BEGINNING at the intersection of the Easterly right-of-way line of SW Murphy Road (being an 80 feet wide right-of-way) and the Northerly right-of-way line of aforementioned Canal C-23; thence North 13°25'59" East, along said Easterly right-of-way (said line also being the Westerly line of the plat entitled Rivers End), a distance of 308.60 feet; thence departing said Easterly right-of-way line, South 76°34'01" East, a distance of 111.08 feet; thence South 13°25'59" West, parallel with, as measured at right angles to said Easterly right-of-way line of SW Murphy Road, a distance of 400.00 feet, more or less, to the approximate Mean High Water line of the C-23 Canal; thence along the approximate Mean High Water line of said C-23 Canal, by the following courses and distances:

North 82°38'22" West, a distance of 25.21 feet; North 76°50'46" West, a distance of 20.01 feet;

Thence departing said approximate Mean High Water line of the C-23 Canal, North 13°25'59" East, a distance of 94.50 feet, more or less, to a point on the Northerly right-of-way line of said Canal C-23; thence North 76°51'21" West along said line, a distance of 66.00 feet to the POINT OF BEGINNING.

PARCEL 6- MARTIN COUNTY (RSN. #96-11.9)

TOGETHER WITH THE VACATED AND ABANDONED rights-of-way more particularly described as follows:

Parcel 1

Being a parcel of land lying in Section 1, Township 38 South, Range 40 East, Martin County, Florida, said parcel being a portion of the following described lands:

Right-of-way known as Pine Tree Lane and described in Official Records Book 74, Page 453 and Official Records Book 74, Page 459 of the Public Records of Martin County, Florida, to wit:

Road right-of-way description of the centerline of strip of land 80 feet in width:

Start at the Northeast corner of Section 1, Township 38 South, Range 40 East; thence run South 00°27'50" West, along the East line of said Section 1, a distance of 1356.84 feet to the centerline of the County Road; thence run North 89°27'53" West, along the County Road centerline, a distance of 2635.23 feet to the POINT OF BEGINNING; thence by curve to the right of radius 235.09 feet, run a distance of 161.35 feet through a central angle of 39°19'30"; thence run North 50°08'28" West a distance of 266.96 feet; thence by curve to the left of radius 2,081.88 feet, run a distance of 199.85 feet through a central angle of 5°30'; thence run North 55°38'23" West, a distance of 91.68 feet; thence by curve to the right of radius 432.72 feet, run a distance of 196.55 feet through a central angle of 26°01'30"; thence by curve to the left of radius 3,043.93 feet, run a distance of 168.68 feet through a central angle of 3°10'30"; thence run North 32°47'23" West a distance of 65.78 feet; thence by curve to the left of radius 474.96 feet, run a distance of 235.08 feet through a central angle of 28°21'30"; thence by curve to the right of radius 559.45 feet, run a distance of 218.56 feet through a central angle of 22°23'; thence by curve to the right of radius 472.25 feet, run a distance of 158.59 feet through a central angle of 19°14'28"; thence run North 19°31'25" West a distance of 77.23 feet; thence by curve to the right of radius 395.63 feet, run a distance of 202.18 feet through a central angle of 29°16'47"; thence by curve to the left of radius 2,198.30 feet, run a distance of 296.71 feet through a central angle of 7°44'; thence run North 2°01'22" East a distance of 118.52 feet; thence by curve to the right of radius 1,651.70 feet, run a distance of 398.06 feet through a central angle of 13°48'30"; thence run North 15°49'52" East a distance of 176.31 feet; thence by curve to the left of radius 1,659.68 feet, run a distance of 199.75 feet through a central angle of 6°53'45"; thence run North 8°56'07" East a distance of 240.24 feet; thence by curve to the right of radius 1,829.04 feet, run a distance of 219.73 feet through a central angle of 6°53'; thence run North 15°49'07" East a distance of 786.42 feet; thence by curve to the left of radius 4,702.47 feet, run a distance of 221.60 feet through a central angle of 2°42'; thence run North 13°05'07" East, on a line

perpendicular to the centerline of Central and South Florida Flood Control District Canal C-23, a distance of 1122.30 feet to the centerline of said Canal C-23 as constructed; thence continue to run. North 13°05'07" East, a distance of 629.06 feet; thence by curve to the right of radius 504.78 feet, run a distance of 464.25 feet through a central angle of 52°41'45"; thence run North 65°46'52" East a distance of 949.71 feet; thence by curve to the left of radius 179.92 feet, run a distance of 250.07 feet through a central angle of 79°38'15"; thence run North 13°51'23" West a distance of 270.45 feet to the North line of Martin County, Florida.

Parcel 2

Road established May 7, 1941, by County Commission of Martin County, Florida, as shown by Minutes in County Commission Minute Book 4, Page 126, Martin County, Florida, Public Records, and being more particularly described as follows:

A road sixty-six feet (66') wide of which thirty-three feet (33') will be in St. Lucie County and thirty-three feet (33') in Martin County, the centerline of which is hereinafter described, through and across the Northeast Quarter (NE 1/4) of Section 1, Township 38 South, Range 40 East, lying North of Bessey Creek, Martin County, Florida:

Commencing at the Southeast corner of Section 36, Township 37 South, Range 40 East, St. Lucie County, Florida; thence due West along the South section line of said Section 36 and the North line of Section 1, Township 38 South, Range 40 East, Martin County, Florida, a distance of 2,640 feet, said road to be sixty-six feet (66') wide, of which thirty-three feet (33') will be in St. Lucie County and thirty-three feet (33') in Martin County.

Parcel 3

Right-of-way known as Public County Road, and described in Minute Book 3, Page 486, of the Public Records of Martin County, Florida, to wit:

BEGINNING at a point on the North line of Section 1, Township 38 South, Range 40 East, said point being on the line between Martin and St. Lucie Counties, this POINT OF BEGINNING being 1729.1 feet West of the Northeast corner of said Section; thence South 10°45' East a distance of 1280.8 feet to a point; thence South 21°33' West a distance of 575 feet to a point in centerline of the North end of the Bessey Creek Bridge, the total distance being 1855.8 feet; said road to be not less than 66 feet wide.

LESS AND EXCEPTING FROM PARCELS 1, 2 AND 3:

Right-of-way for present alignment of Murphy Road as described in Official Records Book 713, Page 2781, Official Records Book 713, Page 2783 and Official Records Book 713, Page 2785 of the Public Records of Martin County, Florida, to wit:

All that part of the following described parcel lying within the Northeast one-quarter (NE 1/4) of Section 1, Township 38 South, Range 40 East, Martin County, Florida, which lies North of the C-23 Canal:

A parcel of land 80.00 feet in width lying 40.00 feet each side of the following described centerline:

Commencing at the Northeast corner of Section 1, Township 38 South, Range 40 East, Martin County, Florida, run thence South 88°13'46" West, along the North line of said Section 1, a distance of 1764.21 feet to the POINT OF BEGINNING of the herein described centerline; thence South 14°49'07" East, a distance of 73.13 feet to the beginning of a curve, concave Northwesterly having a radius of 400.00 feet and a central angle of 81°02'56"; thence Southerly and Southwesterly along the arc of said curve, a distance of 565.83 feet to the end of said curve; thence South 66°13'49" West, a distance of 699.35 feet

to the beginning of a curve, concave Southeasterly, having a radius of 600.00 feet and a central angle of 53°09'18"; thence Southwesterly and Southerly along the arc of said curve, a distance of 556.64 feet to the end of said curve; thence South 13°04'31" West, a distance of 383.00 feet to a point in the North right-of-way line of the C-23 Canal and the end of the herein described centerline.

PARCEL 7:

TOGETHER WITH a parcel of land in Government Lot 3, Section 31, Township 37 South, Range 41 East, and being described as follows:

Beginning at the Southwest corner of said Section 31; thence proceed North 00°28'05" East for a distance of 641.29 feet to a point; thence proceed North 85°48'08" East, for a distance of 91.31 feet to a point; thence proceed South 08°42'32" East, for a distance of 100 feet to a point; thence proceed North 81°17'28" East, for a distance of 230 feet, more or less, to the Westerly shoreline of the St. Lucie River; thence meander Southerly, the Westerly shoreline of the St. Lucie River, to the point of intersection with the South line of said Section 31; thence proceed South 88°15'18" West along the South line of said Section 31, for a distance of 460 feet, more or less, to the Southwest corner of Section 31 and the POINT OF BEGINNING, and being in Martin County, Florida.

PARCEL 8:

TOGETHER WITH a parcel of land lying in Government Lot 3, Section 31, Township 37 South, Range 41 East, Martin County, Florida, and being more particularly described as follows:

Start at the Southwest corner of Section 31, Township 37 South, Range 41 East; thence run North 00°49'00" East, along the West line of Section 31, a distance of 641.29 feet; thence run North 86°08'34" East, a distance of 91.28 feet to the POINT OF BEGINNING; thence run South 86°08'34" West, a distance of 91.28 feet; thence run North 00°49'00" East, along said Section line, a distance of 1200.07 feet, more or less, to the waters of the St. Lucie River; thence meander said waters Southerly, along the natural mean high water line, a distance of 1200 feet, more or less, to a point of intersection with line which bears North 81°39'00" East, from the point of beginning; thence run South 81°39'00" West, along said line, a distance of 252 feet, more or less, to the POINT OF BEGINNING.

PARCEL 9:

TOGETHER WITH a parcel located in Government Lot 3, Section 31, Township 37 South, Range 41 East, Martin County, Florida, and being more particularly described as follows:

Start at the Southwest corner of Section 31, Township 37 South, Range 41 East; thence run North 00°49' East along the West line of said Section 31, 641.29 feet to a point; thence run North 89°15'25" East a distance of 91.8 feet to a concrete monument for the POINT OF BEGINNING; thence run North 81°39' East a distance of 212.6 feet to a concrete monument; thence continue to run North 81°39' East a distance of 40 feet, more or less, to the shoreline of the St. Lucie River; thence meander said shoreline Southerly to the point of intersection with a line that is parallel to and 100 feet Southerly of (as measured on the perpendicular) the lastly described line; thence run South 81°39' West a distance of 252.72 feet to the point of intersection with a line that bears South 8°21' East from the point of beginning; thence run North 8°21' West a distance of 100 feet to the POINT OF BEGINNING.

PARCEL 10:

TOGETHER WITH Government Lot 7, Section 6, Township 38 South, Range 41 East, Martin County, Florida, together with any and all recorded and unrecorded easements appurtenant thereto. Including but not limited to the following described parcels:

Exhibit "A" continued

(Miller Parcel #1)

A portion of Government Lot 7, Section 6, Township 38 South, Range 41 East, Martin County, Florida, being more particularly described as follows:

Commence at the Northwest corner of said Section 6, bear South 01°15'12" East along the West line of said Section 6 a distance of 469.02 feet to the POINT OF BEGINNING; thence continue South 01°15'12" East a distance of 242.00 feet to the Northwesterly right-of way line of Canal C-23; thence North 37°19'19" East along the said canal right-of-way a distance of 309.55 feet; thence South 88°44'48" West a distance of 193.02 feet to the POINT OF BEGINNING.

(Miller Parcel #2)

TOGETHER WITH a parcel of land lying in Section 6, Township 38 South, Range 41 East, Martin County, Florida, said parcel being more particularly described as follows:

BEGIN at the Northwest corner of said Section 6; thence South 00°55'21" East along the West line of said Section 6, a distance of 140.00 feet; thence departing said line, North 89°04'39" East, a distance of 115.00 feet; thence South 47°53'48" East, a distance of 267.29 feet to a point on the Westerly right-of-way line of the South Florida Water Management District's Canal C-23; thence North 37°39'22" East along said Westerly right-of-way line, a distance of 295.00 feet more or less, to its intersection with the Mean High Water line of the North Fork of the St. Lucie River; thence meandering Northwesterly along said Mean High Water line, 95.0 feet more or less, to a point, said point being on the North line of said Section 6 and lying North 88°35'30" East from the Point of Beginning; thence South 88°35'30" West, along the North line of said Section 6 a distance of 470.00 feet, more or less, to the POINT OF BEGINNING.

(Miller Parcel #3)

Being a parcel of land lying in Section 6, Township 38 South, Range 41 East, Martin County, Florida, said parcel being more particularly described as follows.

COMMENCE at the Northwest corner of said Section 6; thence South 00°55'21" East along the West line of said Section 6, a distance of 140.00 feet to the POINT OF BEGINNING; thence continue South 00°55'21" East along the West line of said Section 6, a distance of 329.02 feet thence departing said West line, North 88°44'48" East a distance of 193.02 feet to a point on the Westerly Right-of-Way line of the South Florida Water Management District's Canal C-23; thence North 37°38'22" East, along said Westerly Right-of-Way line, a distance of 186.14 feet; thence departing said Westerly Right-of-Way line, North 47°53'48" West, a distance of 267.29 feet; thence South 89°04'39" West, a distance of 115.00 feet to the POINT OF BEGINNING.

EXHIBIT B [TO DEED]

PERMITTED EXCEPTIONS

EXHIBIT B

St. Lucie County

1. Interlocal Agreement for Intercounty Water and Wastewater Service between Martin County and St. Lucie County recorded January 25, 1994 in Official Record Book 881, Page 2063, affected by Assignment of Interlocal Agreements from St. Lucie County, Florida, Assignor, to the City of Port St. Lucie, Florida, Assignee, recorded September 30, 1994 in Official Record Book 922, Page 1234, Public Records of St. Lucie County, Florida.

2. Harbor Links Conservation Easement in favor of the Florida Game and Fresh Water Fish Commission for Gopher Tortoise Habitat Protection Areas recorded November 4, 1994 in Official Record Book 927, Page 2931, Public Records of St. Lucie County, Florida.

3. Harbor Links Conservation Easement in favor of the South Florida Water Management District recorded April 25, 1995 in Official Record Book 952, Page 934, Public Records of St. Lucie County, Florida.

4. Perpetual Access Easement Harbor Links Yacht & Country Club in favor of the South Florida Water Management District recorded April 25, 1995 in Official Record Book 952, Page 945, Public Records of St. Lucie County, Florida.

5. Easement in favor of BellSouth Telecommunications, Inc. recorded September 11, 1996 in Official Record Book 1034, Page 2808, Public Records of St. Lucie County, Florida.

6. Utility Easement Agreement Floridian Clubhouse Water Distribution System in favor of Martin County recorded October 20, 1998 in Official Record Book 1179, Page 210 together with Resolution No. 98-9.3 accepting Utility Easement in Official Record Book 1179, Page 209, Public Records of St. Lucie County, Florida.

7. Utility Easement Agreement Floridian in favor of Martin County recorded October 28, 1998 in Official Record Book 1179, Page 219, together with Resolution No. 98-9.5 accepting Utility Easement Agreement recorded in Official Record Book 1179, Page 218, Public Records of St. Lucie County, Florida.

8. Utility Easement Agreement Floridian (Floridian Drive and Marina Place) in favor of Martin County, Florida recorded November 10, 1998 in Official Record Book 1183, Page 1931, together with Resolution No. 98-9.4 accepting Utility Easement Agreement recorded in Official Record Book 1183, Page 1944, Public Records of St. Lucie County, Florida.

9. Utility Easement Agreement Floridian F/K/A Harbor Links Yacht & Country Club Maintenance Barn Water System in favor of Martin County recorded October 16, 1996 in Official Record Book 1329, Page 2383, Public Records of St. Lucie County, Florida.

10. Development Agreement by St. Lucie Land, Ltd., Stuart Property Holdings, Ltd. and the City of Port St. Lucie recorded August 31, 2004 in Official Record Book 2056, Page 810, affected by First Amendment recorded August 18, 2005 in Official Record Book 2337, Page 630 and Second Amendment recorded March 14, 2008 in Official Record Book 2949, Page 1492, Public Record of St. Lucie County, Florida.

11. Easement in favor of Florida Power & Light Company recorded January 25, 2007 in Official Record Book 2748, Page 655, Public Records of St. Lucie County, Florida.

12. Road Impact Fee Credit Agreement by St. Lucie County, Florida, Stuart Property Holdings, Ltd. VF I, LLC, and St. Lucie Land, Ltd. recorded August 9, 2007 in Official Record Book 2864, Page 66, Public Records of St. Lucie County, Florida.

13. City of Port St. Lucie Utility Systems Department Reuse Irrigation Quality Water Service Agreement/Permit recorded July 8, 2008 in Official Record Book 2992, Page 2129, affected by Amendment No. 1 recorded November 17, 2009 in Official Record Book 3145, Page 2212, Public Records of St. Lucie County, Florida.

14. Annexation Agreement between Stuart Property Holdings, Ltd., St. Lucie Land, Ltd. and the City of Port St. Lucie recorded March 14, 2008 in Official Record Book 2949, Page 1510, Public Records of St. Lucie County, Florida.

15. Revocable License Agreement between St. Lucie County and Stuart Property Holdings, Ltd., recorded May 27, 2009 in Official Record Book 3093, Page 274, Public Records of St. Lucie County, Florida.

16. The following matters shown on the Plat of HARBOUR RIDGE PLAT NO. 2 recorded in Plat Book 24, Page(s) 5, of the Public Records of St. Lucie County, Florida, (As to Parcel 2 lying West of the East line of plat only):

    a. an easement of 35 feet along the West property line(s) of Tract L-2 for utility purposes.
    b. dedication regarding drainage easements and private nature preservation areas contained in item 3 on said plat as affects Tract L-2 and Tract WP-5.

17. Restrictions contained in Exhibit "B" to Special Warranty Deed recorded in Official Records Book 958 Page 1621, Public Records of St. Lucie County, Florida. (As to Parcel 4 only)

18. South Florida Water Management District Notice of Environmental Resource Or Surface Water Management Permit recorded March 16, 2010 in Official Records Book 3178, Page 2560, Public records of St. Lucie County, Florida.

WPB 382,200,678v1\125593.010100

Martin County

1. Possible Easement in favor of Florida Power & Light Company referred to in Deed Book 93, Page 387, Public Records of Martin County, Florida.

2. Easement Deed in favor of Central and Southern Florida Flood Control District recorded in Official Records Book 58, Page 4, Public Records of Martin County, Florida. Affected by Deed recorded in Official Records Book 920, Page 1189, Public Records of Martin County, Florida. (As to Parcel 10 only)

3. Developers Agreement by and between Stuart Property Management, Inc. and Martin Downs Utilities, Inc. recorded February 11, 1993 in Official Record Book 997, Page 2477, affected by First Amendment recorded August 3, 1994 in Official Record Book 1083, Page 2549, Public Records of Martin County, Florida.

4. Resolution No. 93-10.23 regarding Master Development Plan Approval for Harbor Links Yacht and Country Club recorded August 26, 1994 in Official Record Book 1087, Page 419, Public records of Martin County, Florida.

5. Covenant Running With The Land Harbor Links Yacht and Country Club recorded August 26, 1994 in Official Record Book 1087, Page 424, Public Records of Martin County, Florida.

6. Resolution No. DRC-9-12.2 regarding development plan approval for Harbor Links Golf & Country Club, Phase 1 "Golf Course" recorded September 2, 1994 in Official Record Book 1088, Page 808, Public records of Martin County, Florida.

7. Harbor Links Conservation Easement in favor of the Florida Game and Fresh Water Fish Commission for Gopher Tortoise Habitat Protection Areas recorded October 12, 1994 in Official Record Book 1093, Page 1926, Public Records of Martin County, Florida.

8. Right of Way Occupancy Permit by and between South Florida Water Management District (formerly Central and Southern Florida Food Control District) and Stuart Properties Holdings, Ltd. as evidenced by Notice of Permit recorded July 27, 1995 in Official Records Book 1128, Page 2105, Public Records of Martin County, Florida.

9. Utility Easement Agreement Floridian in favor of Martin County recorded November 2, 1998 in Official Record Book 1346, Page 1929, together with Resolution No. 98-9.5 accepting Utility Easement Agreement recorded in Official Record Book 1346, Page 1939, Public Records of Martin County, Florida.

10. Harbor Links Conservation Easement in favor of the South Florida Water Management District recorded April 25, 1995 in Official Record Book 952, Page 934, Public Records of St. Lucie County, Florida.

WPB 382,200,678v1\125593.010100

11. Easement in favor of Florida Power & Light Company recorded in Official Record Book 588, Page 2144, Public Records of Martin County, Florida. (As to Parcel 5 only)

12. Covenant Running with the Land dated September 7, 1989, between Citizens and Southern Trust Company of Florida, N.A., as Trustee for Delray Funeral Homes Ltd., a Florida limited partnership and Martin County, recorded in Official Records Book 831, Page 804, Public Records of Martin County, Florida. (As to Parcel 5 only)

13. Educational Impact Agreement and Lien, by and between the School Board of Martin County, Florida and Citizens and Southern Trust Company of Florida, N.A., as Trustee for Delray Funeral Homes, Ltd., a Florida limited partnership, recorded November 29, 1989 in Official Records Book 837, Page 3000, Public Records of Martin County, Florida. (As to Parcel 5 only)

14. Restrictions (deleting therefrom any restrictions indicating any preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin), covenants, easement(s), setback(s), if any, as may be shown on the Plat of RIVERS END recorded in Plat Book 12, Page(s) 13, of the Public Records of Martin County, Florida. (As to Parcel 5 only)

15. South Florida Water Management District Notice of Environmental Resource Or Surface Water Management Permit recorded March 8, 2010 in Official Records Book 2441, Page 1373, Public records of Martin County, Florida.

WPB 382,200,678v1\125593.010100

L11000032276

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP ☐ WAIT ☐ MAIL

(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only

400189442374

01/05/11--01032--012 **60.00

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
11 JAN -5 PM 1:59

T. HAMPTON

JAN - 6 2011

EXAMINER

COVER LETTER

TO: **Registration Section**
Division of Corporations

SUBJECT: Floridian Golf Resort, LLC
Name of Limited Liability Company

The enclosed Articles of Amendment and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to the following:

Giles Kibbe
Name of Person

Floridian National Golf Club
Firm/Company

3700 SE Floridian Drive
Address

Palm City, Florida
City/State and Zip Code

gkibbe@crane-group.com
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Giles Kibbe at (772) 678-4057
Name of Person — Area Code & Daytime Telephone Number

Enclosed is a check for the following amount:

☐ $25.00 Filing Fee

☐ $30.00 Filing Fee & Certificate of Status

☐ $55.00 Filing Fee & Certified Copy (additional copy is enclosed)

☑ $60.00 Filing Fee, Certificate of Status & Certified Copy (additional copy is enclosed)

MAILING ADDRESS:
Registration Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

STREET/COURIER ADDRESS:
Registration Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

ARTICLES OF AMENDMENT
TO
ARTICLES OF ORGANIZATION
OF

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
11 JAN -5 PM 2:08

Floridian Golf Resort, LLC
(Name of the Limited Liability Company as it now appears on our records.)
(A Florida Limited Liability Company)

The Articles of Organization for this Limited Liability Company were filed on March 24, 2010 and assigned Florida document number L10000032276.

This amendment is submitted to amend the following:

A. If amending name, enter the new name of the limited liability company here:

Floridian National Golf Club, LLC

The new name must be distinguishable and end with the words "Limited Liability Company," the designation "LLC" or the abbreviation "L.L.C."

Enter new principal offices address, if applicable:
(Principal office address MUST BE A STREET ADDRESS)

Enter new mailing address, if applicable:
(Mailing address MAY BE A POST OFFICE BOX)

B. If amending the registered agent and/or registered office address on our records, enter the name of the new registered agent and/or the new registered office address here:

Name of New Registered Agent:

New Registered Office Address:

Enter Florida street address

_____, **Florida** _____
City *Zip Code*

New Registered Agent's Signature, if changing Registered Agent:

I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 608, F.S. Or, if this document is being filed to merely reflect a change in the registered office address, I hereby confirm that the limited liability company has been notified in writing of this change.

If Changing Registered Agent, Signature of New Registered Agent

If amending the Managers or Managing Members on our records, enter the title, name, and address of each Manager or Managing Member being added or removed from our records:

MGR = Manager
MGRM = Managing Member

Title	Name	Address	Type of Action
_____	_____	_____	☐ Add ☐ Remove
_____	_____	_____	☐ Add ☐ Remove
_____	_____	_____	☐ Add ☐ Remove
_____	_____	_____	☐ Add ☐ Remove
_____	_____	_____	☐ Add ☐ Remove
_____	_____	_____	☐ Add ☐ Remove

D. If amending any other information, enter change(s) here: *(Attach additional sheets, if necessary.)*

_____

_____

_____

_____

_____

Dated January 1, 2011

_____
Signature of a member or authorized representative of a member

Giles Kibbe
Typed or printed name of signee

SECRETARY OF STATE
DIVISION OF CORPORATIONS
11 JAN -5 PM 2:00

Filing Fee: $25.00

To the best of my knowledge and belief, there have been no transfers of the subject property since the deed into Floridian Golf Resort, LLC (now known as Floridian National Golf Club, LLC) was recorded in the Martin County Public Records.

DATED THIS 18 DAY OF January, 2022.

Morris A. Crady, AICP

STATE OF FLORIDA
COUNTY OF MARTIN

THE FOREGOING WAS ACKNOWLEDGED BEFORE ME BY MEANS OF [X] PHYSICAL PRESENCE OR [ ] ONLINE NOTARIZATION, THIS 18 DAY OF January, 2022 BY MORRIS A. CRADY, WHO [X] IS PERSONALLY KNOWN TO ME OR [ ] HAS PRODUCED _____ AS IDENTIFICATION.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

NOTARY PUBLIC STATE OF FLORIDA
KATHLEEN ANDERSON
MY COMMISSION # GG 1732
EXPIRES: January 31, 2022
Bonded Thru Notary Public Underwriters

EXHIBIT A
FLORIDIAN GOLF CLUB PUD, PHASE 4

LEGAL DESCRIPTION

BEING A PARCEL OF LAND LYING IN SECTION 1, TOWNSHIP 38 SOUTH, RANGE 40 EAST, AND SECTION 6, TOWNSHIP 38 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING ALL OF LOTS 23 THROUGH 28, ACCORDING TO THE PLAT OF FLORIDIAN GOLF CLUB PUD, PHASE 3, AS RECORDED IN PLAT BOOK 17, PAGE 48, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.

CONTAINING 2.872 ACRES, MORE OR LESS.

TOGETHER WITH:

PARCEL 1

BEGIN AT THE NORTHWESTERLY CORNER OF SAID LOT 28; THENCE SOUTH 35°00'26" EAST, ALONG THE WESTERLY LINE OF LOT 28, A DISTANCE OF 214.69 FEET TO THE MEAN HIGH WATER LINE; THENCE ALONG THE MEAN HIGH WATER LINE THE FOLLOWING 9 COURSES AND DISTANCES; THENCE SOUTH 50°41'04" WEST, A DISTANCE OF 16.60 FEET; THENCE SOUTH 62°20'16" WEST, A DISTANCE OF 92.13 FEET; THENCE SOUTH 59°48'28" WEST, A DISTANCE OF 141.75 FEET; THENCE SOUTH 65°28'42" WEST, A DISTANCE OF 134.44 FEET; THENCE SOUTH 65°04'36" WEST, A DISTANCE OF 122.50 FEET; THENCE SOUTH 65°26'54" WEST, A DISTANCE OF 150.36 FEET; THENCE SOUTH 58°04'36" WEST, A DISTANCE OF 129.68 FEET; THENCE SOUTH 63°53'07" WEST, A DISTANCE OF 132.37 FEET; THENCE SOUTH 59°30'42" WEST, A DISTANCE OF 153.99 FEET; TO A POINT HEREINAFTER KNOWN AS POINT A; THENCE, DEPARTING SAID MEAN HIGH WATER LINE, NORTH 25°06'44" WEST, A DISTANCE OF 145.42 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00"; THENCE NORTHERLY ALONG THE ARC A DISTANCE OF 39.27 FEET; THENCE NORTH 64°53'16" EAST, A DISTANCE OF 98.70 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 2,025.00 FEET, A CENTRAL ANGLE OF 06°29'09"; THENCE NORTHEASTERLY ALONG THE ARC A DISTANCE OF 229.23 FEET; THENCE NORTH 58°24'07" EAST, A DISTANCE OF 654.86 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 2,455.13 FEET, A CENTRAL ANGLE OF 00°43'47"; THENCE NORTHEASTERLY ALONG THE ARC A DISTANCE OF 31.27 FEET TO THE POINT OF BEGINNING.

CONTAINING 4.353 ACRES, MORE OR LESS.

TOGETHER WITH:

PARCEL 2

COMMENCE AT AFORESAID POINT A; THENCE ALONG THE MEAN HIGH WATER LINE THE FOLLOWING 12 COURSES AND DISTANCES; THENCE SOUTH 68°53'26" WEST, A DISTANCE OF 50.12 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL;

THENCE SOUTH 66°13'23" WEST, A DISTANCE OF 148.36 FEET; THENCE SOUTH 64°13'27" WEST, A DISTANCE OF 93.11 FEET; THENCE SOUTH 71°55'31" WEST, A DISTANCE OF 152.04 FEET; THENCE SOUTH 81°58'58" WEST, A DISTANCE OF 97.45 FEET; THENCE NORTH 89°07'29" WEST, A DISTANCE OF 56.37 FEET; THENCE SOUTH 86°33'44" WEST, A DISTANCE OF 46.13 FEET; THENCE NORTH 84°09'00" WEST, A DISTANCE OF 79.19 FEET; THENCE NORTH 82°11'42" WEST, A DISTANCE OF 61.88 FEET; THENCE NORTH 75°26'22" WEST, A DISTANCE OF 82.13 FEET; THENCE NORTH 75°32'36" WEST, A DISTANCE OF 132.99 FEET; THENCE NORTH 76°33'51" WEST, A DISTANCE OF 92.30 FEET; THENCE, DEPARTING SAID MEAN HIGH WATER LINE, NORTH 10°51'39" EAST, A DISTANCE OF 152.10 FEET; THENCE SOUTH 79°08'21" EAST, A DISTANCE OF 365.27 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 535.00 FEET, A CENTRAL ANGLE OF 35°58'23"; THENCE EASTERLY ALONG THE ARC A DISTANCE OF 335.90 FEET; THENCE NORTH 64°53'16" EAST, A DISTANCE OF 212.54 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00"; THENCE EASTERLY ALONG THE ARC A DISTANCE OF 39.27 FEET; THENCE SOUTH 25°06'44" EAST, A DISTANCE OF 141.92 FEET TO THE MEAN HIGH WATER LINE AND THE POINT OF BEGINNING.

CONTAINING 3.689 ACRES, MORE OR LESS.

CONTAINING 10.914 ACRES TOTAL, MORE OR LESS.

PARCEL CONTROL NUMBERS:
01-38-40-000-000-00010-2
01-38-40-021-000-00230-0
01-38-40-021-000-00240-0
01-38-40-021-000-00250-0
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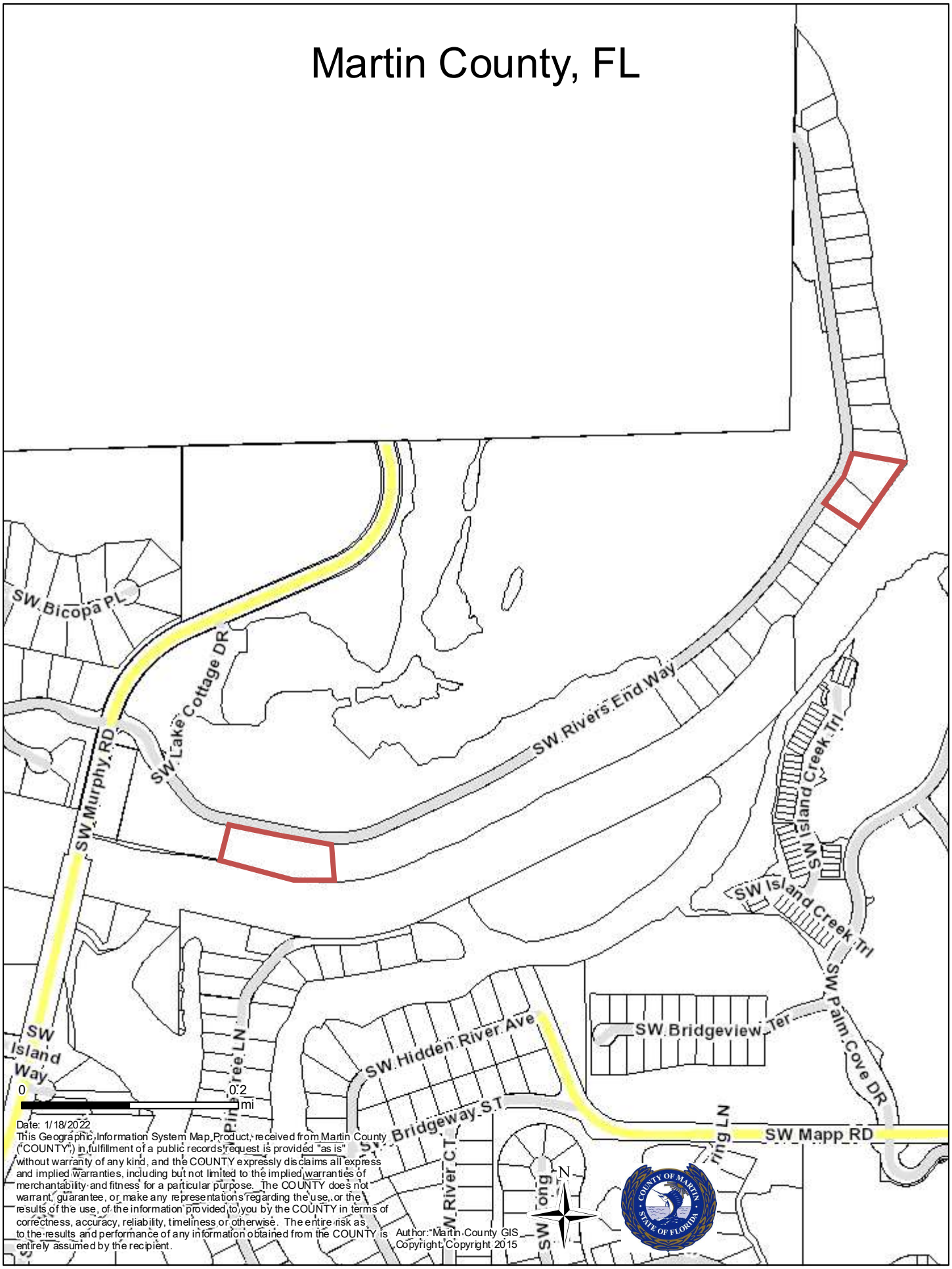
Martin County, FL
SW Bicopa PL
SW Lake Cottage DR
SW Murphy RD
SW Rivers End Way
SW Island Creek Trl
SW Island Creek Trl
SW Island Way
SW Hidden River Ave
SW Bridgeview Ter
SW Palm Cove DR
SW Bridgeway ST
SW River CT
SW Mapp RD
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Date: 1/18/2022
This Geographic Information System Map Product, received from Martin County ("COUNTY") in fulfillment of a public records request is provided "as is" without warranty of any kind, and the COUNTY expressly disclaims all express and implied warranties, including but not limited to the implied warranties of merchantability and fitness for a particular purpose. The COUNTY does not warrant, guarantee, or make any representations regarding the use, or the results of the use, of the information provided to you by the COUNTY in terms of correctness, accuracy, reliability, timeliness or otherwise. The entire risk as to the results and performance of any information obtained from the COUNTY is entirely assumed by the recipient.
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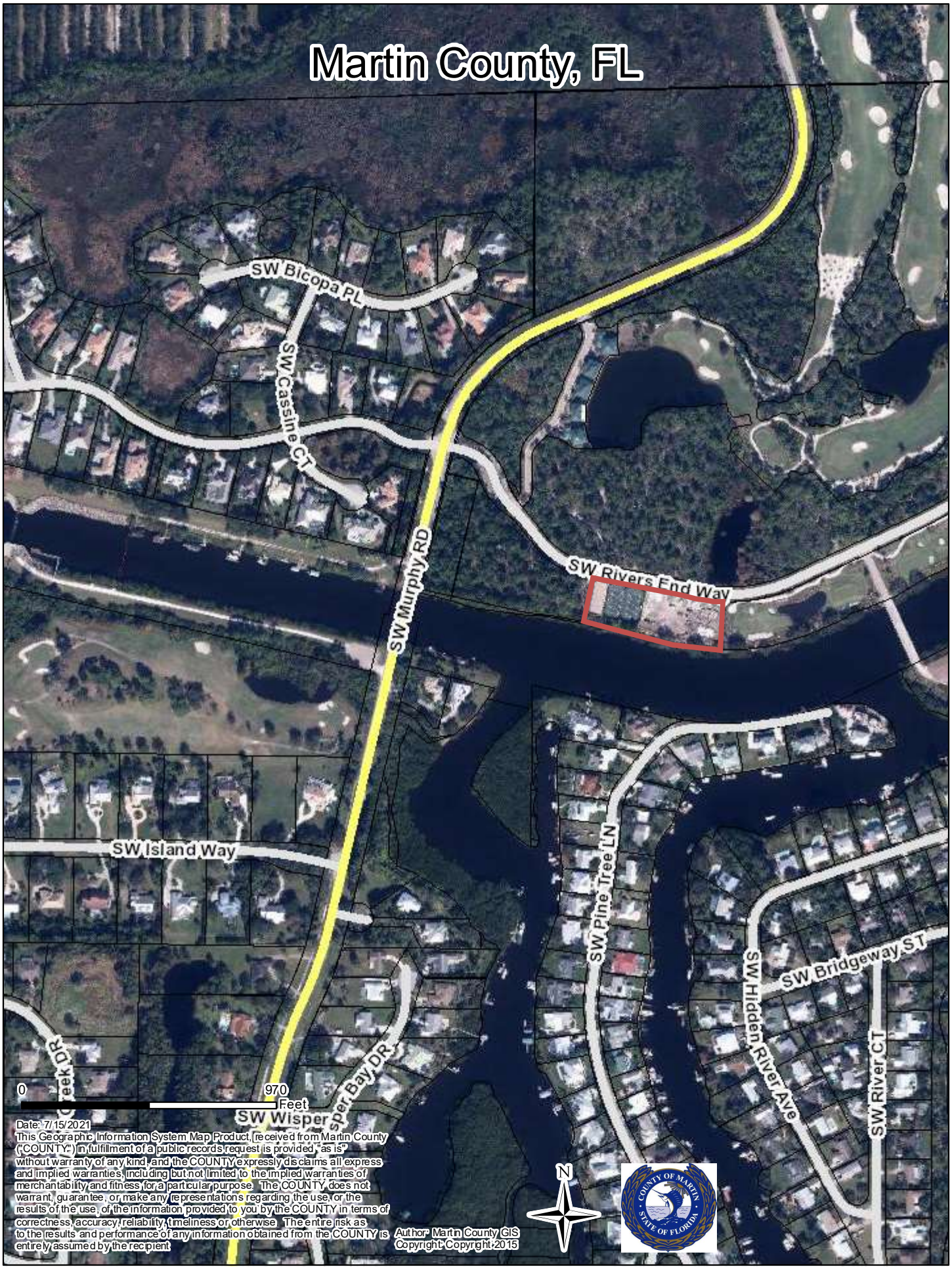

Date: 7/15/2021

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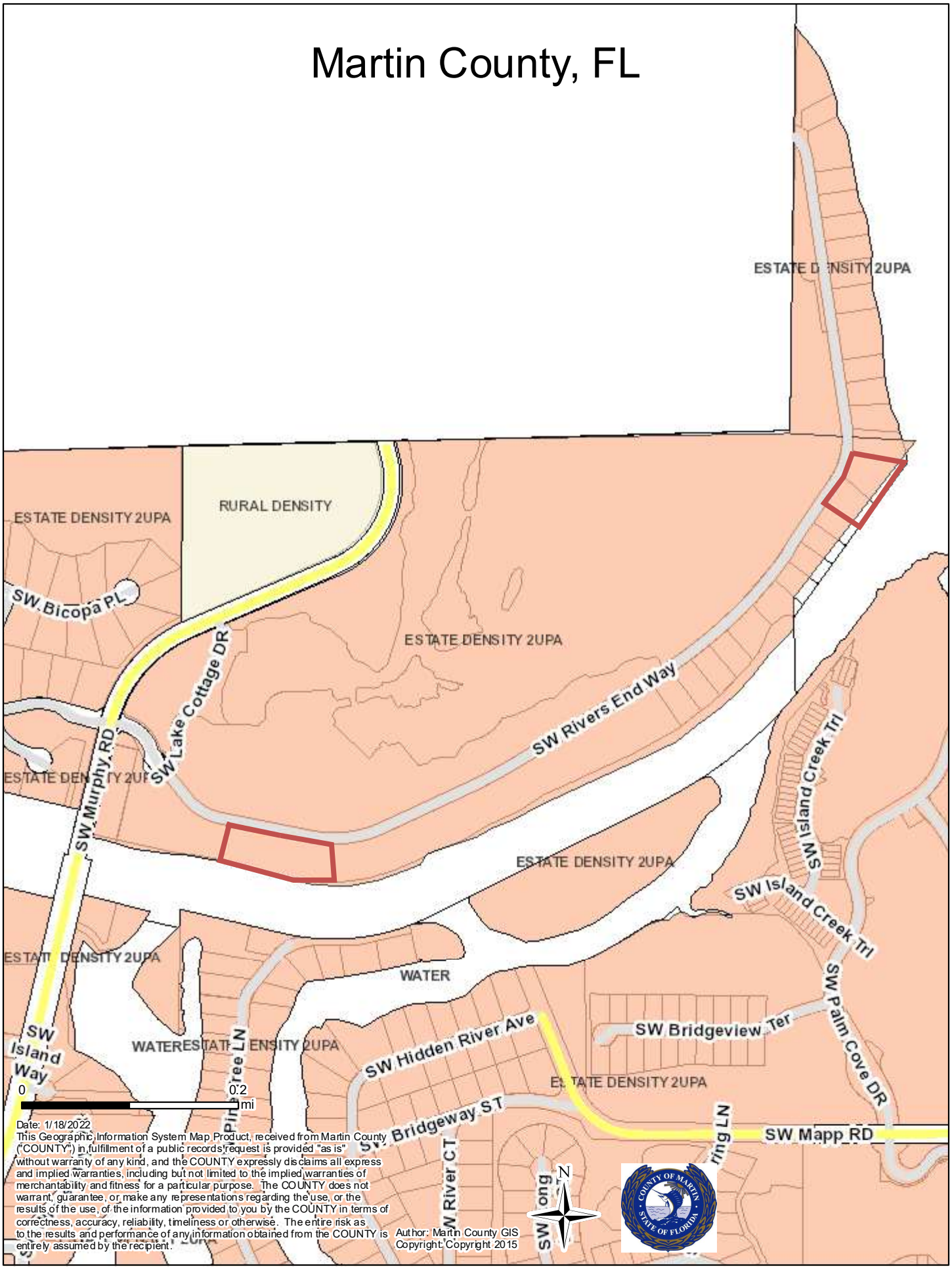

Date: 1/18/2022

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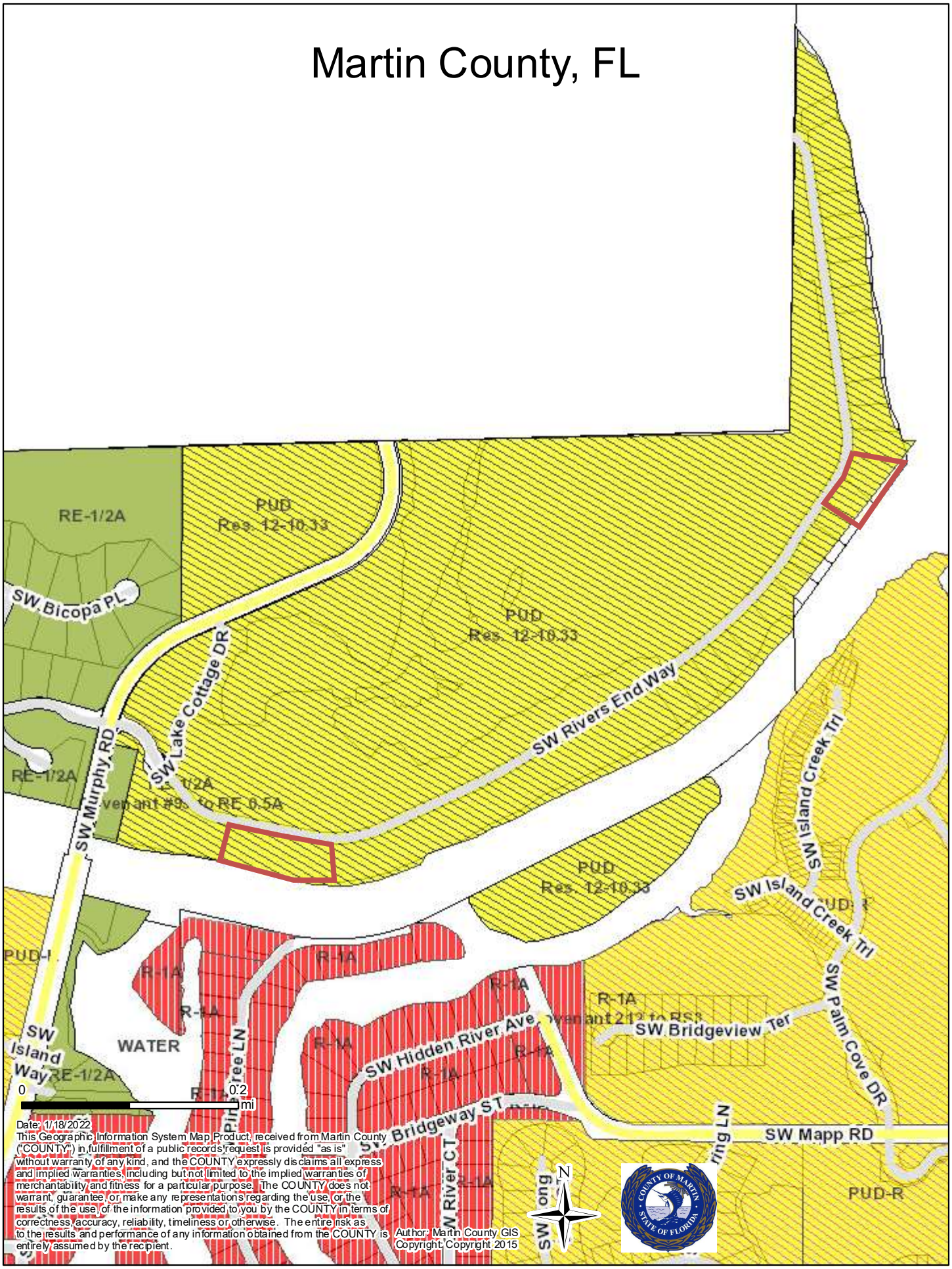
Martin County, FL
RE-1/2A
PUD
Res. 12-10.33
SW Bicopa PL
SW Lake Cottage DR
SW Murphy RD
SW Rivers End Way
RE-1/2A
Covenant #9 to RE 0.5A
PUD
Res. 12-10.33
PUD
Res. 12-10.33
SW Island Creek Trl
SW Island Creek Trl
SW Palm Cove DR
SW Bridgeview Ter
PUD-I
R-1A
R-1A
R-1A
R-1A
R-1A
R-1A
R-1A
SW Hidden River Ave
SW Island Way
RE-1/2A
WATER
Pine Tree LN
Bridgeway ST
SW River CT
SW Mapp RD
PUD-R
0
0.2
mi
N
Date: 1/18/2022
This Geographic Information System Map Product, received from Martin County ("COUNTY") in fulfillment of a public records request is provided "as is" without warranty of any kind, and the COUNTY expressly disclaims all express and implied warranties, including but not limited to the implied warranties of merchantability and fitness for a particular purpose. The COUNTY does not warrant, guarantee, or make any representations regarding the use, or the results of the use, of the information provided to you by the COUNTY in terms of correctness, accuracy, reliability, timeliness or otherwise. The entire risk as to the results and performance of any information obtained from the COUNTY is entirely assumed by the recipient.
Author: Martin County GIS
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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**
Floridian National Golf Club, LLC a Florida limited liability company	3700 SE Floridian Drive Palm City, Florida 34990

(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**
Southeast Headquarters, LLC	501 Crawford Street, Suite 500 Houston, Texas 77002	Sole member of Floridian National Golf Club, LLC
Crane Private Equity, Ltd.	501 Crawford Street, Suite 500 Houston, Texas 77002	Sole member of Southeast Headquarters, LLC
Crane GP LLC	501 Crawford Street, Suite 500 Houston, Texas 77002	General Partner of Crane Private Equity, Ltd.

James R. Crane	501 Crawford Street, Suite 500 Houston, Texas 77002	President and Sole Partner of Crane GP LLC

(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**
N/A		

(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 ***
F099-024	Floridian National Golf Club, LLC (see sections 1 & 2 above for names & addresses)	3-19-19	Rev. MP & Phase 4 FSP	Approved
F099-026	(same as above)	3-19-19	Phase 6 Rev FSP	Approved
F099-015 F099-023	(same as above)	5-9-19	Ph. 5 FSP Ph. 5 Plat	Withdrawn

(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

Giles Kibbe

STATE OF Texas
COUNTY OF Harris

The foregoing Disclosure of Interest Affidavit was sworn to, affirmed and subscribed before me this 9th day of May 2019, by GILES KIBBE, who is personally known to me or have produced _____ as identification.

Notary Public, State of Texas
Print Name: Brenda S. Schiro
My Commission Expires: July 21, 2023

(Notary Seal)

BRENDA S SCHIRO
Notary ID #128681443
My Commission Expires
July 21, 2023

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

Doug Fitzwater
220 Hibiscus Avenue
Stuart, FL 34996

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

Notice Proposed Development
Floridian Golf Club PUD 6th PUD Amendment Phase 3 & 4
File Number F099-037

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: Public Notice Requirements.

Doug Fitzwater

State of Florida
County of Martin

THE FOREGOING WAS ACKNOWLEDGED BEFORE ME BY MEANS OF [X] PHYSICAL PRESENCE OR [ ] ONLINE NOTARIZATION, THIS 11 DAY OF April, 2022 BY Doug Fitzwater, WHO [X] IS PERSONALLY KNOWN TO ME OR [ ] HAS PRODUCED _____ AS IDENTIFICATION.

Notary Public, State of Florida

KATHLEEN ANDERSON NOTARY PUBLIC MY COMMISSION EXPIRES 1-31-2026 STATE OF FLORIDA COMMISSION NUMBER HH 218023

MY COMMISSION EXPIRES:


NOTICE
PROPOSED DEVELOPMENT
FLORIDIAN GOLF CLUB PUD 6TH PUD AMENDMENT PHASE 3 & 4
DATE, TIME AND PLACE OF HEARING(S) AND
OTHER INFORMATION AVAILABLE FROM
MARTIN COUNTY GROWTH MANAGEMENT DEPARTMENT
CALL 772-288-5495
FILE NUMBER F099-037

Sign 1

Side 1


NOTICE
NOTICE
PROPOSED DEVELOPMENT
FLORIDIAN GOLF CLUB PUD 6TH PUD AMENDMENT PHASE 3 & 4
DATE, TIME AND PLACE OF HEARING(S) AND
OTHER INFORMATION AVAILABLE FROM
MARTIN COUNTY GROWTH MANAGEMENT DEPARTMENT
CALL 772-288-5495
FILE NUMBER F099-037

Sign 1

Side 2

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 THE REVISED FINAL SITE PLAN FOR PHASE 3 OF THE FLORIDIAN GOLF CLUB PUD PROJECT]

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

1. Floridian National Golf Club, LLC, submitted an application for a revised Phase 3 final site plan for the Floridian Golf Club PUD project, located on lands legally described in Exhibit A, attached hereto.

2. Upon proper notice of hearing this Board held a public meeting on the application on May 3, 2022.

3. At the public hearing, 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 the revised Phase 3 final site plan of the Floridian Golf Club PUD project is hereby 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 3RD DAY OF MAY, 2022.

ATTEST:

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

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

BY: _____
DOUG SMITH, CHAIR

APPROVED AS TO FORM & LEGAL SUFFICIENCY:

BY:_____
KRISTA A. STOREY
ACTING COUNTY ATTORNEY

ATTACHMENTS:
Exhibit A, Legal Description

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 THE REVISED FINAL SITE PLAN FOR PHASE 4 OF THE FLORIDIAN GOLF CLUB PUD PROJECT]

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

1. Floridian National Golf Club, LLC, submitted an application for a revised Phase 4 final site plan for the Floridian Golf Club PUD project, located on lands legally described in Exhibit A, attached hereto.

2. Upon proper notice of hearing this Board held a public meeting on the application on May 3, 2022.

3. At the public hearing, 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 the revised Phase 4 final site plan of the Floridian Golf Club PUD project is hereby 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 3RD DAY OF MAY, 2022.

ATTEST:

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

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

BY: _____
DOUG SMITH, CHAIR

APPROVED AS TO FORM & LEGAL SUFFICIENCY:

BY:_____
KRISTA A. STOREY
ACTING COUNTY ATTORNEY

ATTACHMENTS:
Exhibit A, Legal Description

Board of County Commissioners Meeting

May 3, 2022

Matt Stahley, Principal Planner

FLORIDIAN GOLF CLUB PUD (F099-037)

A REQUEST BY FLORIDIAN NATIONAL GOLF CLUB, LLC FOR APPROVAL OF:

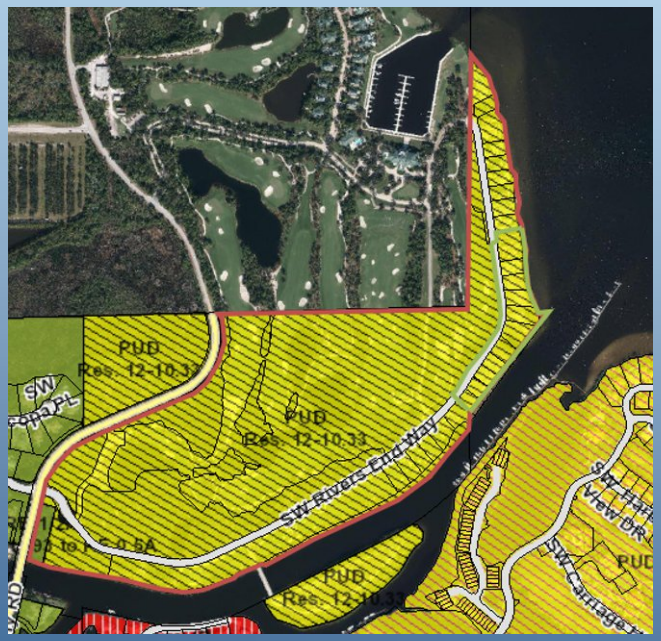
- 6th Amendment to the Floridian Golf Club PUD Zoning Agreement
- Revised Master Site Plan
- Revised Phasing Plan
- Revised Phase 3 Final Site Plan (one (1) additional residential unit- lot 17A)
- Revised Phase 4 Final Site Plan (2 additional River Cottage Units).

LOCATION MAP

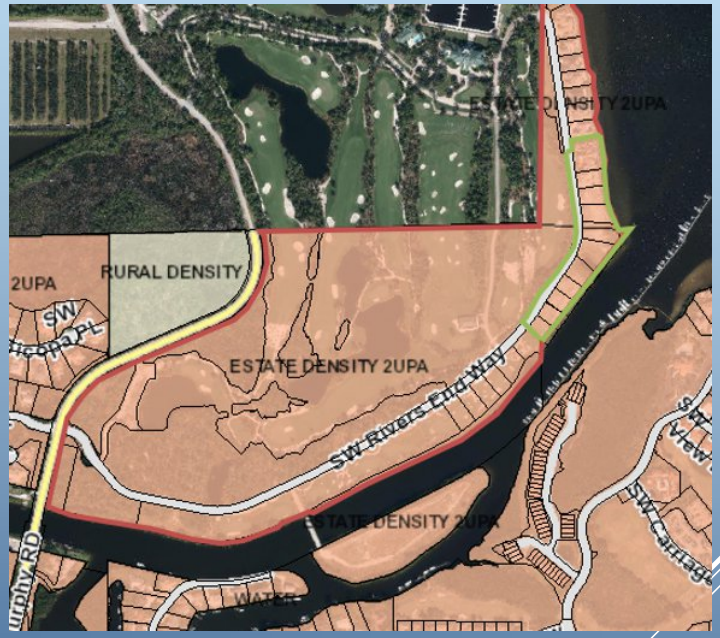


SUBJECT SITE ZONING AND FUTURE LAND USE

Zoning PUD

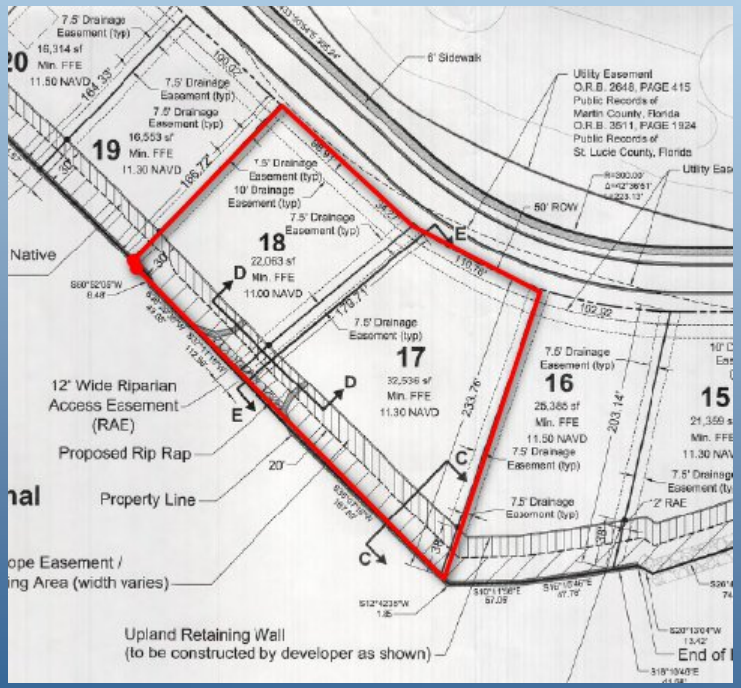


Future Land Use Estate Density 2 UPA

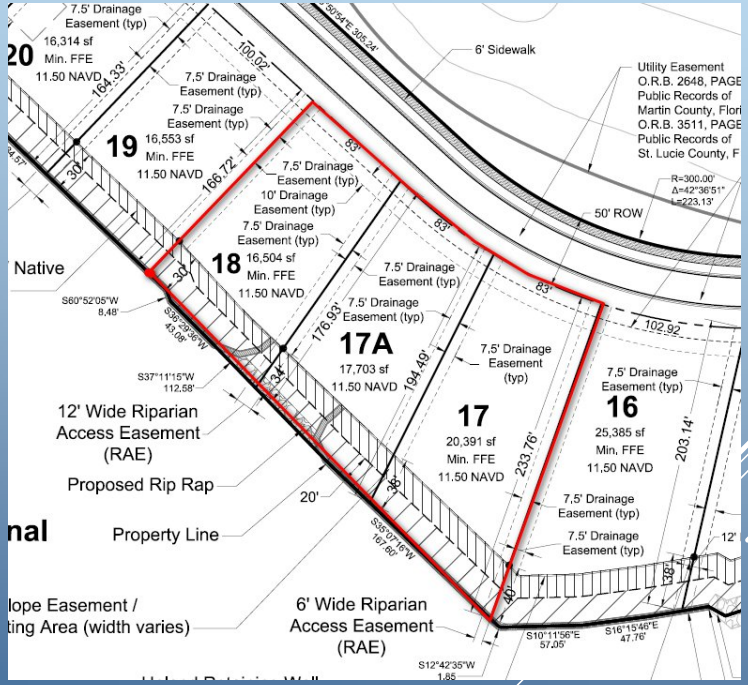


REVISIONS TO PHASE 3 FINAL SITE PLAN

Previously Approved

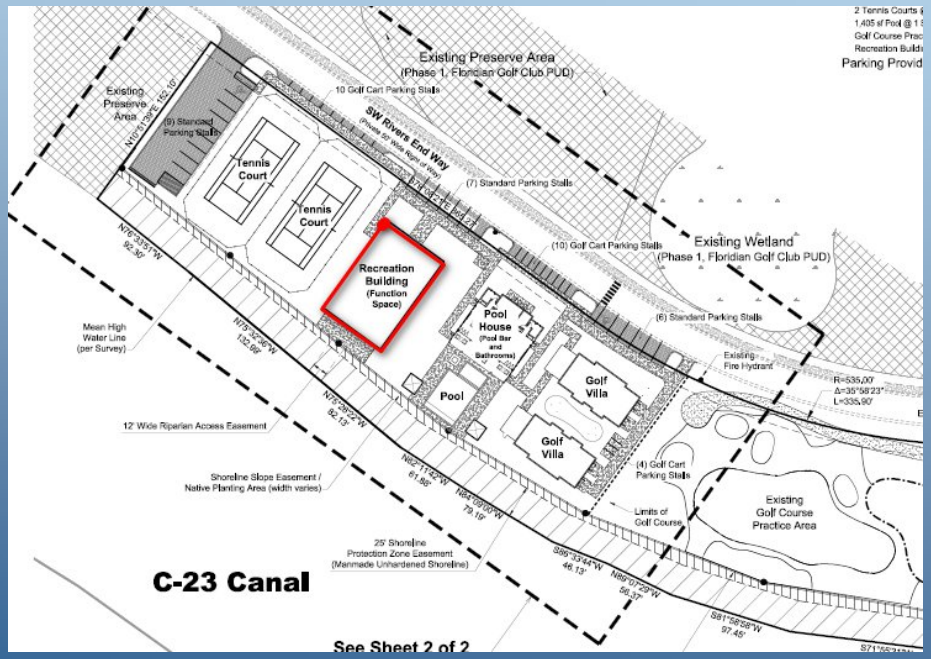


Proposed

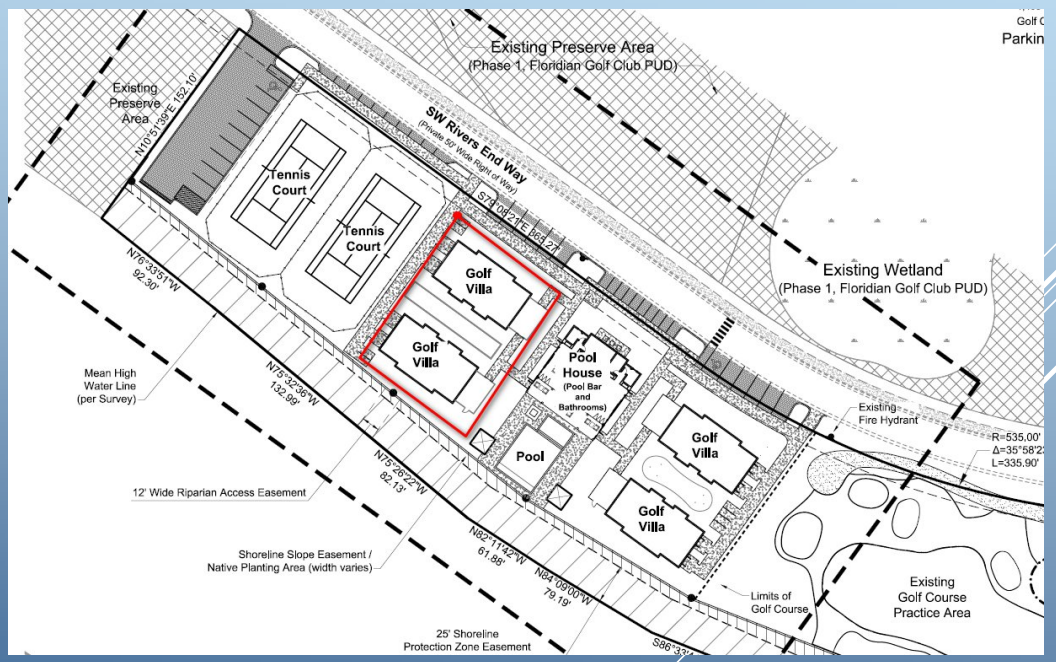


REVISIONS TO THE PHASE 4 FINAL SITE PLAN

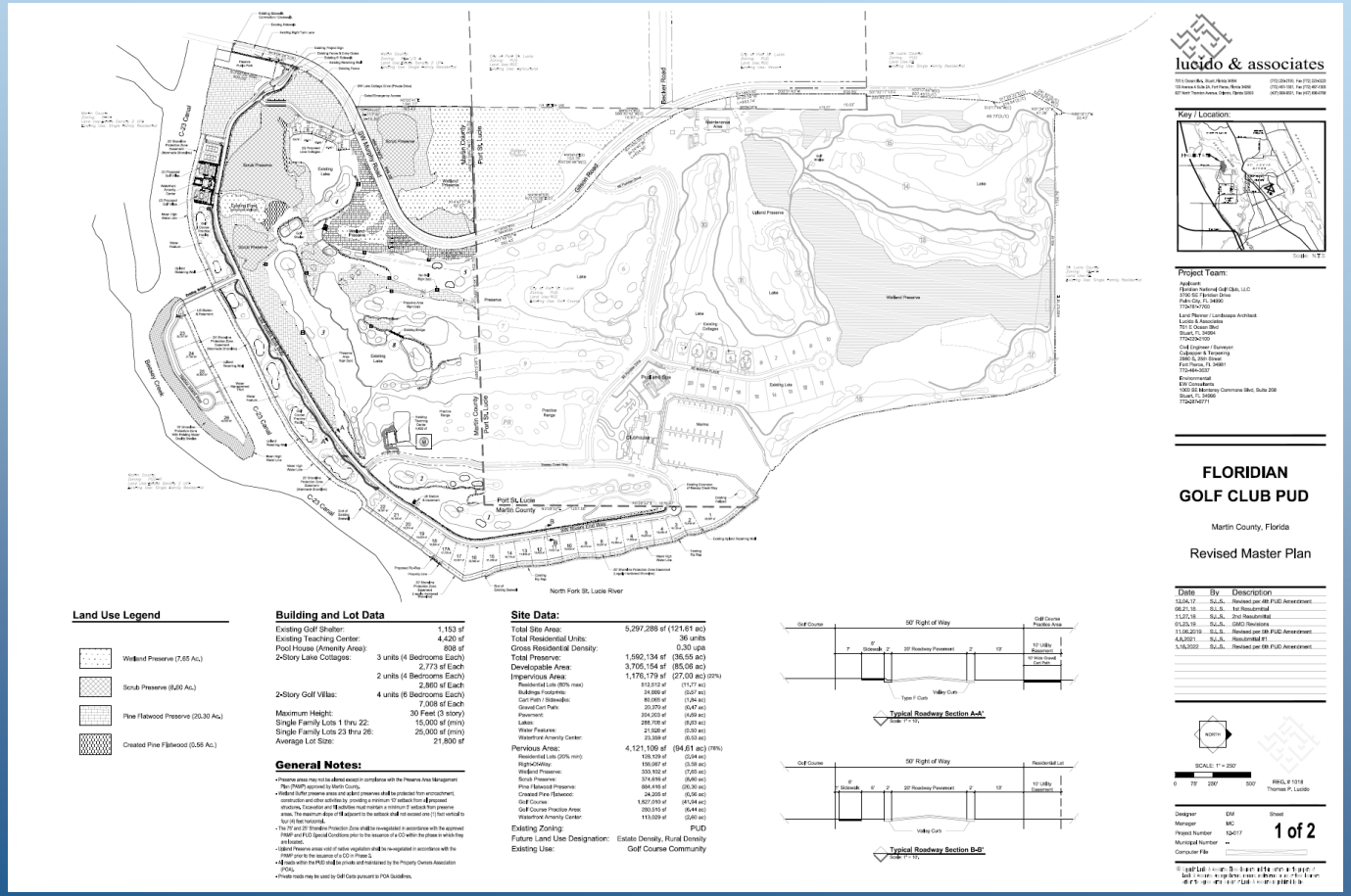
Previously Approved



Proposed



Master Site Plan

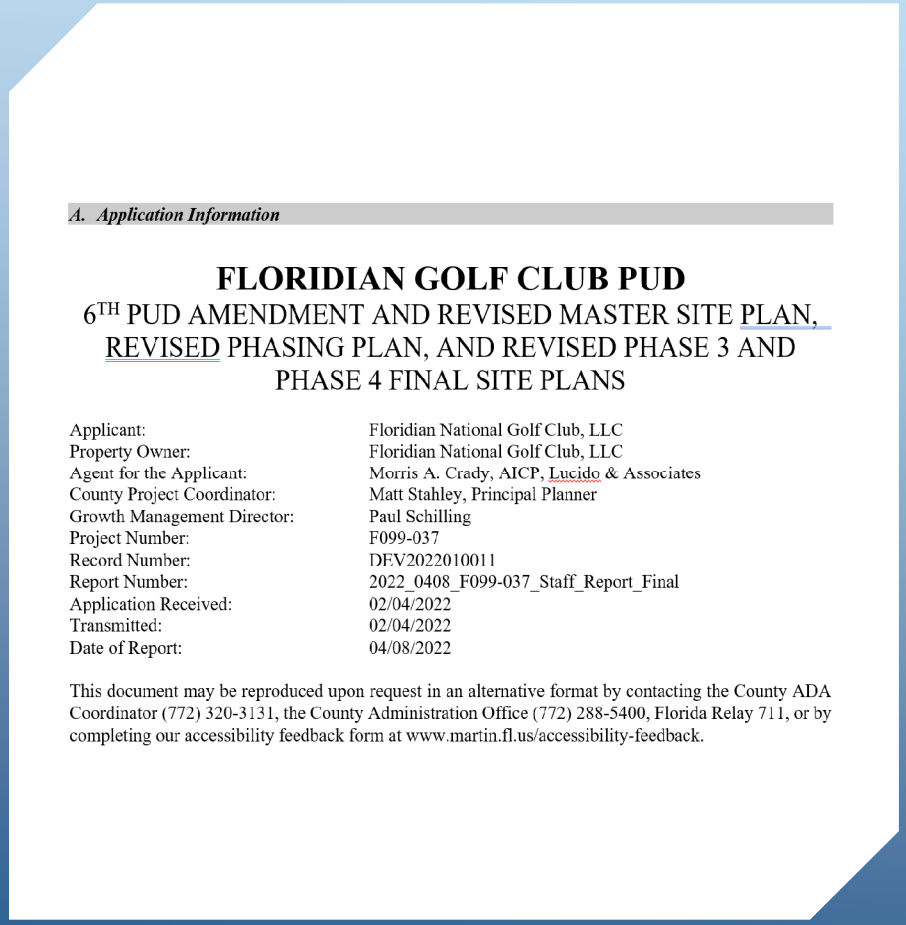


Residential Units Increasing from 33 to 36

Density Increasing from 0.27 UPA to 0.3 UPA

Open Space Provided 78%

North ➡



A. Application Information

FLORIDIAN GOLF CLUB PUD

6TH PUD AMENDMENT AND REVISED MASTER SITE PLAN, REVISED PHASING PLAN, AND REVISED PHASE 3 AND PHASE 4 FINAL SITE PLANS

Applicant:	Floridian National Golf Club, LLC
Property Owner:	Floridian National Golf Club, LLC
Agent for the Applicant:	Morris A. Crady, AICP, Lucido & Associates
County Project Coordinator:	Matt Stahley, Principal Planner
Growth Management Director:	Paul Schilling
Project Number:	F099-037
Record Number:	DEV2022010011
Report Number:	2022_0408_F099-037_Staff_Report_Final
Application Received:	02/04/2022
Transmitted:	02/04/2022
Date of Report:	04/08/2022

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- Staff has reviewed this application and finds that that it complies with the LDR and Comp Plan 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.

STAFF RECOMMENDATION

- 1. Move that the Board receive and file the agenda item summary and all of its attachments including the staff report for the record as Exhibit 1.
- 2. Move that the Board approve the request for the Sixth Amendment to the Floridian Golf Club PUD, including the revised master and phasing plan and the revised Phase 3 and Phase 4 final site plans.

File ID: 22-0791 DPQJ-2 **Meeting Date:** 5/3/2022

PLACEMENT: Departmental - Quasi-Judicial

TITLE:

REQUEST PLAT APPROVAL FOR HIGHPOINTE PUD PHASE 1 (C148-010)

EXECUTIVE SUMMARY:

This is a request for Phase 1 plat approval for the Highpointe PUD (fka Pulte at Christ Fellowship). The final site plan for Phase 1 includes 94 single family lots and the associated infrastructure on approximately 175 acres of the 321-acre project. The Highpointe project is located on the east side of SW Pratt Whitney Road approximately one mile east of SW Kanner Highway in Stuart. Included with the application is a request for a Certificate of Public Facilities Exemption.

DEPARTMENT: Growth Management

PREPARED BY: **Name:** Peter Walden, AICP
Title: Deputy Growth Management Director

REQUESTED BY: Dan Sorrow, AICP, Cotleur and Hearing Land Planning

PRESET:

PROCEDURES: Quasi-Judicial

BACKGROUND/RELATED STRATEGIC GOAL:

The Highpointe Planned Unit Development (PUD) is a 321-acre residential development that includes 284 single family lots, community amenities and the associated infrastructure.

Phase 1 of the Highpointe PUD includes 94 single family lots, the main entrance, utility, lake and stormwater tracts and preserve area tracts. The proposed plat is consistent with the approved Phase 1 final site plan and the master site plan.

A review of plats is not required by the Local Planning Agency. Final action on this application is required by the Board of County Commissioners in a public meeting pursuant to Table 10.5.F.9, LDR, Martin County, Fla. (2019).

This application was continued from the April 19th BCC meeting. The supplemental memo attachments
Include the plat for phase 1 and a revised Phase 1 Final Site Plan and Revised PAMP for the Highpoint development. Technical changes have been made to the site plan and PAMP correcting numerical errors found during Plat review. The changes are not substantive and fall under Section

10.5.F.6.e.(2). LDR for review along with a plat application.

The following supporting items are attached:
Approved Master and Final Site Plans
Draft Contract and Surety
Engineers Opinion of Probable Cost
Application Materials
Disclosure of Interest
Sign Certification
Resolution to Rescind Board Action Regarding Public County Road
Draft Resolution of Denial
Supplemental Memo
Staff Report
Plat
Revised PAMP
Revised Draft Contract and Surety

ISSUES:

1. According to Commission Records, on August 10, 1925, the Board of County Commissioners (Board) declared the following a public county road:

"*Beginning at a point in the center of the County road running North and south through Section Seventeen, Township Thirty nine south, Range Forty one east, midway between the northwest and the south west corner of Lot two, Section Seventeen, Township thirty nine, South of Range Forty one, East, thence east through the center of said lot two, thence east through the center of Lot one, Section seventeen, Township Thirty nine, south of Range Forty one East to the eastern boundary of said Lot one, a distance altogether of one half mile more or less, said lots one and two, being a subdivision of said Section seventeen according to recorded plat on file in the office of the Clerk of the Circuit Court of Palm Beach County, said road to be thirty feet wide*."

During review of the plat application, staff discovered a Commission Record declaring the identified area to be a public county road. The right-of-way for this public county road was never dedicated to the County by the underlying landowner nor has it ever been an open road and no record of its existence is evidenced in the official public records. The current landowner, Christ Fellowship Church, Inc. is in the process of subdividing the property through the Highpointe Planned Unit Development Phase 1 Plat. In order to address any potential title issues, staff is recommending that the Board adopt a resolution that rescinds the previous declaration of this area as a public county road.

2. The plat is still undergoing review. The plat and the staff report will be provided by Supplemental Memorandum.

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 its attachments including the staff report as Exhibit 1.
2. Move that the Board approve the Plat for Highpointe PUD Phase 1 and the Revised Final Site Plan with Revised PAMP including the revised Contract for Construction of Required Improvements and Infrastructure subject to a demonstration of compliance with all applicable regulations
3. Move that the Board adopt the Resolution to rescind the previous declaration of the identified area as public county road.

ALTERNATIVE RECOMMENDATIONS

Move that the Board continue the agenda item to a certain date.

FISCAL IMPACT:

RECOMMENDATION

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

ALTERNATIVE RECOMMENDATIONS

None

DOCUMENT(S) REQUIRING ACTION:

☐Budget Transfer / Amendment ☐ Chair Letter ☒Contract / Agreement

☐Grant / Application ☐Notice ☐Ordinance ☒Resolution

☐Other:

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CONTRACT FOR CONSTRUCTION OF REQUIRED IMPROVEMENTS AND INFRASTRUCTURE FOR

_____

THIS CONTRACT, made and entered into this _____ day of _____, 20___, by and between __Pulte Home Company, L.L.C., hereinafter referred to as Developer, and Martin County, a political subdivision of the State of Florida, hereinafter referred to as 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 _Highpointe PUD Phase 1 Plat ; 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 _November 1, 2022, Developer shall complete the required improvements and infrastructure for the above referenced project pursuant to the final site plan approved on September 28, 2021, and construction plans accepted by the County Engineer or her 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 $4,628,153.00. 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 (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 the 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:

Garrett Dinsmore
Name

1475 Centrepark Blvd, Suite 140
Address

West Palm Beach, FL 33401
City, State and Zip

(304)290-6022
Telephone

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be made and entered into the day and year first written above. The date of this Contract shall be the date on which this Contract was approved by the Board of County Commissioners.

Exhibit A – Engineer's Opinion of Probable Cost
Exhibit B –Security Form

[For an individual acting in his own right]

OWNER/DEVELOPER

WITNESSES:

_____

Name _____

_____

Name _____

_____

Name _____

_____

Name _____

OWNER(S):

_____

Name _____

_____

Name _____

Date: _____

Address: _____

_____

STATE OF _____
COUNTY OF _____

The foregoing Contract for Construction of Required Improvements and Infrastructure was acknowledged before me by means of ___ physical presence or ____ online notarization this _____ day of _____, 20___, by_____ who ____ is personally known to me or ____ produced _____ as identification.

NOTARY PUBLIC

[NOTARY STAMP]

_____
Name _____
My Commission Expires: _____

COUNTY

ATTEST

_____
Carolyn Timmann, Clerk of the
Circuit Court and Comptroller

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

_____
, Chairman

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

_____
Krista A. Storey
Senior Assistant County Attorney

[Corporation Execution Form]

OWNER/DEVELOPER

WITNESSES:

_____

Name _____

_____

Name _____

_____

CORPORATION:

_____

Name of Corporation

By:_____

Name _____

Title: _____

Attest:

_____

Secretary

Date: _____

Address: _____

_____

STATE OF _____

COUNTY OF _____

The foregoing Contract for Construction of Required Improvements and Infrastructure was acknowledged before me by means of ___ physical presence or ____ online notarization this _____ day of _____, 20___, by_____, _____ of _____ who ____ is personally known to me or ____ produced _____ as identification.

[NOTARY STAMP]

NOTARY PUBLIC

_____

Name: _____

My Commission Expires: _____

COUNTY

ATTEST

_____

Carolyn Timmann, Clerk of the
Circuit Court and Comptroller

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

_____

, Chairman

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

_____

Krista A. Storey
Senior Assistant County Attorney

PERFORMANCE SURETY BOND FOR
CONTRACT FOR CONSTRUCTION OF REQUIRED
IMPROVEMENTS AND INFRASTRUCTURE

Bond No. 800131206

KNOWN ALL MEN BY THESE PRESENTS:

That PULTE HOME COMPANY LLC, as Principal, and Atlantic Specialty Insurance Company, as Surety, are held and firmly bound unto Martin County Board of County Commissioners, Stuart, Florida, as Obligee, in the sum of (FOUR MILLION SIX HUNDRED TWENTY EIGHT THOUSAND ONE HUNDRED FIFTY THREE AND 00/100) $4,628,153.00, 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 Obligee pursuant to Section 4.913.B., Land Development Regulations, Martin County Code and the terms of the Contract for Construction of Required Improvements and Infrastructure for Highpointe – Phase 1 between the Obligee and the Principal dated November 29, 2021,. As a condition precedent to the Obligee'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 Highpointe – Phase 1, and to indemnify and save harmless the Obligee 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 as described in the Contract as evidenced by written approval of the Obligee, 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 Obligee (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 Highpointe – Phase 1, the Surety will fully perform and complete the work, pay the costs of doing so, 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. If the Surety fails to perform its obligations under this bond, the Obligee 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 Highpointe - Phase 1, upon the Principal's default, the Obligee, 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 3rd day of December, 2021.

SURETY	**PRINCIPAL**
Atlantic Specialty Insurance Company	PULTE HOME COMPANY, LLC
By:_____	By:_____
Name: James I. Moore, FL License #A183300	Name: Gregory S. Rives
Title: Attorney-in-Fact	Title: Assistant Treasurer

Power of Attorney Must be Attached

MARTIN COUNTY PUBLIC WORKS DEPARTMENT
ENGINEER'S OPINION OF PROBABLE COST

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PROJECT NAME: Highpointe - Phase I (On-Site) **PHASE/PARCEL/PLAT:** Phase 1

ITEM	QTY	UNIT	UNIT PRICE	AMOUNT
EARTHWORK/SITEWORK				
a) Mobilization	1	LS	$40,000.00	40,000.00
b) Clearing, grading and grubbing	52.9	AC	$3,000.00	158,820.00
c) Excavation (cut)	269,200	CY	$7.00	1,884,400.00
d) Embankment (fill)	0	CY	$12.50	0.00
e) Sod and seed/mulch	90,556	SY	$2.00	181,112.00
f) Concrete disposal	0.0	TN	$60.00	0.00
g) Erosion control	1	LS	$8,000.00	8,000.00
h) Fencing/railing	1	LS	$10,000.00	10,000.00
i) Materials testing	1	LS	$12,000.00	12,000.00
			Subtotal	**2,294,332.00**
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	13,000	SY	$7.50	97,500.00
d) Paving base, optional base group 6	12,660	SY	$12.50	158,250.00
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	12,660	SY	$15.00	189,900.00
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	1,770	SY	$60.00	106,200.00
m) Concrete curb & gutters	12,250	LF	$14.25	174,562.50
q) Sidewalk, 6' wide	1,640	LF	$25.00	41,000.00
r) Maintenance of traffic (M.O.T.)	1	LS	$10,000.00	10,000.00
			Subtotal	**777,412.50**
DRAINAGE				
a) Inlets / Manholes (<10' depth)	33	EA	$3,000.00	99,000.00
b) Inlets / Manholes (10' or > depth)	7	EA	$4,000.00	28,000.00
c) Control structures	2	EA	$6,000.00	12,000.00
d) Endwalls	0	CY	$700.00	0.00
e) Rip-rap	60	CY	$80.00	4,800.00
f) Storm culvert, 15" dia. or equiv.	0	LF	$28.00	0.00

g)	Storm culvert, 18" dia. or equiv.	1,190	LF	$34.00	40,460.00
h)	Storm culvert, 24" dia. or equiv.	2,070	LF	$48.00	99,360.00
i)	Storm culvert, 30" dia. or equiv.	601	LF	$65.00	39,065.00
j)	Storm culvert, 36" dia. or equiv.	798	LF	$88.00	70,224.00
k)	Storm culvert, 48" dia. Or equiv.	42	LF	$125.00	5,250.00
l)	Exfiltration trench	0	LF	$100.00	0.00
				Subtotal	**398,159.00**
UTILITIES					
a)	Water main, 4"	0	LF	$13.00	0.00
b)	Water main, 6"	679	LF	$17.50	11,882.50
c)	Water main, 8"	3,557	LF	$23.50	83,589.50
d)	Water main, 10"	1,206	LF	$31.25	37,687.50
e)	Water main, 12"	0	LF	$40.00	0.00
f)	Water service, single	16	EA	$790.00	12,640.00
g)	Water service, double	39	EA	$930.00	36,270.00
h)	Fire hydrant assembly	8	EA	$3,600.00	28,800.00
i)	Sewer main, 8" gravity (<=8' depth)	1,552	LF	$28.00	43,456.00
j)	Sewer main, 8" gravity (<8'-12' depth)	2,217	LF	$43.00	95,331.00
k)	Sewer main, 8" gravity (<12'-16' depth)	621	LF	$88.00	54,648.00
l)	Sewer main, 8" gravity (<16'-20' depth)	0	LF	$104.00	0.00
m)	Sewer main, force, (6")	3,643	LF	$15.00	54,645.00
n)	Sewer manhole (<=8' depth)	9	EA	$2,900.00	26,100.00
o)	Sewer manhole (<8'-12' depth)	7	EA	$3,850.00	26,950.00
p)	Sewer manhole (<12'-16' depth)	4	EA	$5,500.00	22,000.00
q)	Sewer manhole (<16'-20' depth)	0	EA	$8,800.00	0.00
r)	Sewer lateral, single	24	EA	$900.00	21,600.00
s)	Sewer lateral, double	35	EA	$1,100.00	38,500.00
t)	Lift Station	1	EA	$375,000.00	375,000.00
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	**$969,099.50**
TRAFFIC					
a)	Signage	1	LS	$7,500.00	7,500.00
b)	Striping	1	LS	$12,500.00	12,500.00
c)	Control devices (signals)	0	EA	$0.00	0.00
				Subtotal	**$20,000.00**
SURVEY					
a)	Setting P.C.P.'s	1	LS	$950.00	950.00
b)	Setting and replacing all P.R.M.'s	1	LS	$3,000.00	3,000.00
c)	Setting all lot corners	1	LS	$7,000.00	7,000.00
				Subtotal	**$10,950.00**
MISCELLANEOUS					
a)	Landscape Wall (740'L x 6'H)	4440	SF	$30.00	133,200.00
b)	Structural Demolition	1	LS	$25,000.00	25,000.00
c)		0		$0.00	0.00
				Subtotal	**$158,200.00**

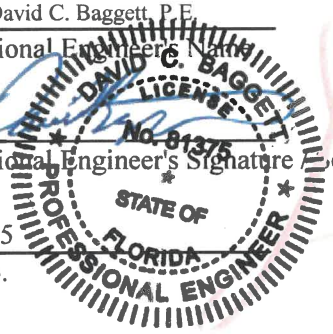
TOTAL ESTIMATED COST OF IMPROVEMENTS	**$4,628,153.00**
Is this related to a Development Order? Yes or No	**YES**
If no, then the secuirty shall be 110% of Engineers Opinion of Probable Cost	
110% of Engineers Opinion of Probable Cost	*$4,628,153.00*

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:

David C. Baggett, P.E.
Professional Engineer's Name



Professional Engineer's Signature & Seal

Digitally signed by David C Baggett, P.E.
Date: 2021.10.22 15:06:43 -04'00'

81375
P.E. No.

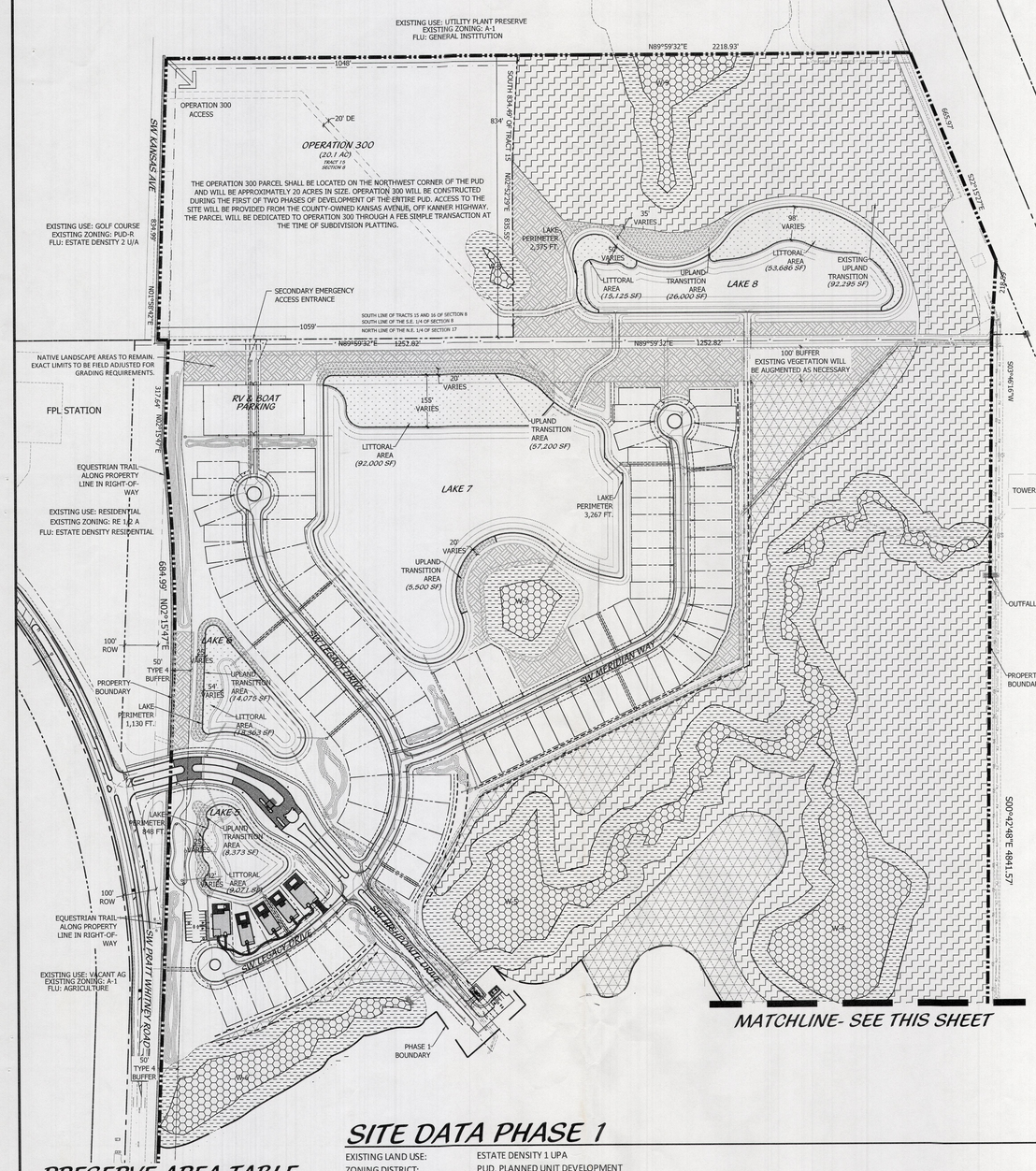
10/22/2021
Date

Engineering Design and Construction, Inc (Lic No. 9935)
Firm's Name and Licensed Business No. (if applicable)

10250 SW Village Parkway, Suite 201, Port St. Lucie, FL 34987
Firm's Address

772-462-2455
Phone No.

10/22/21
County Engineer's (or designee) Acceptance



PRESERVE AREA TABLE

PHASE 1	ACRES
Wetland Preserve	13.97
Wetland Buffer	23.27
Upland Preserve	41.38
Total Preserve Acreage (Wetlands, Wetland buffers, Upland Preserve)	78.62
Native Landscape Areas to Remain (Per PUD Public Benefit)	8.72
Native Landscape Areas to Remain	7.49

STORM WATER ELEVATIONS

CRITERIA	MINIMUM ELEVATION
MINIMUM ROAD (10 YR/ 24 HR STORM)	14.25 NAVD
MINIMUM PERIMETER BERM (25 YR/ 72 HR STORM)	15.00 NAVD
MINIMUM FINISHED FLOOR (100 YR/ 72 HR STORM)	16.50 NAVD

SITE DATA PHASE 1

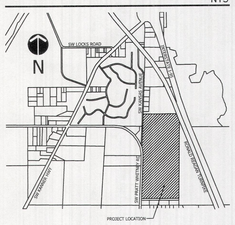
EXISTING LAND USE: ESTATE DENSITY 1 UPA
ZONING DISTRICT: PUD, PLANNED UNIT DEVELOPMENT
PERMITTED UNITS PER ACRE: 1 UNIT PER 1 ACRE
RESIDENTIAL UNITS PHASE 1: 94 LOTS
MINIMUM LOT SIZE: 6,000 SF (50' X 120', 70' X 120' MIN.)
PARKING REQUIREMENTS: 2 (TWO) SPACES PER HOME
PARKING PROVIDED: 2 (TWO) PARKING SPACES IN GARAGE & 2 (TWO) AVAILABLE GUEST SPACES PER DRIVEWAY

CALCULATIONS	AREA (SQUARE FOOTAGE)	AREA (ACRES)	AREA (PERCENTAGE)
PHASE 1 SITE AREA	**7,652,952**	**175.6876**	**100.00%**
PERVIOUS AREA	**5,238,961.20**	**120.27**	**68.46%**
UPLAND PRESERVE (INCLUDING WETLAND BUFFERS)	2,816,154.00	64.65	36.80%
NATIVE LANDSCAPE AREAS TO REMAIN (PER PUD PUBLIC BENEFIT)	379,843.20	8.72	7.25%
NATIVE LANDSCAPE AREAS TO REMAIN	326,264.40	7.49	11.59%
EXISTING EASEMENTS (FPL, TURNPIKE)	135,907.20	3.12	4.83%
OPEN SPACE (COMMON AREAS, ROWS, LMES, UPLAND TRANSITIONS)	705,236.40	16.19	13.46%
OPERATION 300	875,556.00	20.10	11%
IMPERVIOUS AREA	**2,413,659.60**	**55.41**	**31.54%**
LAKE AREA	852,904.80	19.58	11.14%
WETLAND AREA	608,533.20	13.97	11.62%
BUILDING COVERAGE (GUARD HOUSE, MAIL KIOSK)	1,306.80	0.03	0.02%
PAVEMENT (SIDEWALKS, PARKING, ROADWAYS, RV AREA)	205,603.20	4.72	2.69%
LOT COVERAGE	745,311.60	17.11	9.74%

MODEL ROW PARKING
PARKING REQUIRED: 5 SPACES
PARKING PROVIDED: 17 SPACES (2 HANDICAP SPACES INCLUDED IN TOTAL)

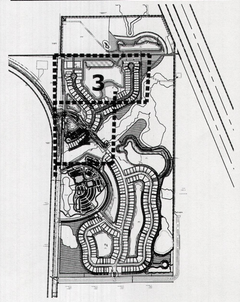
LOCATION MAP

NTS



KEY SHEET

NTS



LEGAL DESCRIPTION

A PARCEL OF LAND BEING COMPRISED OF ALL OF TRACTS 1 AND 2, AND A PORTION OF TRACTS 7, 8, 9 AND 16, SECTION 17, TOWNSHIP 39 SOUTH, RANGE 41 EAST, TROPICAL FRUIT FARMS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGE 6, OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA;

TOGETHER WITH A PORTION OF TRACTS 15 AND 16, SECTION 8, TOWNSHIP 39 SOUTH, RANGE 41 EAST, TROPICAL FRUIT FARMS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGE 6, OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA, IN ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SECTION 17, TOWNSHIP 39 SOUTH, RANGE 41 EAST; THENCE S.00°42'48"W. ALONG THE EAST LINE THEREOF, A DISTANCE OF 4,261.92 FEET; THENCE S.54°46'15"W., A DISTANCE OF 9.25 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 14°09'20"; THENCE SOUTHWESTERLY ALONG THE ARC A DISTANCE OF 12.35 FEET TO A POINT OF REVERSE CURVATURE TO THE LEFT HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 29°25'26"; THENCE SOUTHWESTERLY ALONG THE ARC, A DISTANCE OF 25.68 FEET; THENCE S.39°30'08"W., A DISTANCE OF 29.04 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 19°53'20"; THENCE SOUTHWESTERLY ALONG THE ARC A DISTANCE OF 17.36 FEET; THENCE S.59°23'28"W., A DISTANCE OF 86.37 FEET; THENCE S.63°32'35"W., A DISTANCE OF 50.89 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 36°08'01"; THENCE WESTERLY ALONG THE ARC A DISTANCE OF 31.53 FEET TO A POINT OF REVERSE CURVATURE TO THE LEFT HAVING A RADIUS OF 1,000.00 FEET AND A CENTRAL ANGLE OF 05°18'39", THENCE WESTERLY ALONG THE ARC, A DISTANCE OF 92.69 FEET TO A POINT OF REVERSE CURVATURE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 19°41'53"; THENCE WESTERLY ALONG THE ARC, A DISTANCE OF 17.19 FEET; THENCE N.65°56'09"W., A DISTANCE OF 58.29 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 26°57'40"; THENCE NORTHWESTERLY ALONG THE ARC A DISTANCE OF 23.53 FEET; THENCE N.38°58'29"W., A DISTANCE OF 40.70 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 60°58'23"; THENCE NORTHERLY ALONG THE ARC A DISTANCE OF 53.21 FEET; THENCE N.21°59'54"E., A DISTANCE OF 16.67 FEET; THENCE N.43°51'20"W., A DISTANCE OF 7.86 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 49°59'24"; THENCE NORTHERLY ALONG THE ARC A DISTANCE OF 43.62 FEET; THENCE N.06°08'04"E., A DISTANCE OF 49.26 FEET; THENCE N.20°02'07"E., A DISTANCE OF 67.33 FEET; THENCE N.27°55'10"E., A DISTANCE OF 61.01 FEET; THENCE N.33°16'26"E., A DISTANCE OF 57.70 FEET; THENCE N.45°44'54"E., A DISTANCE OF 40.93 FEET; THENCE N.32°57'23"E., A DISTANCE OF 13.10 FEET; THENCE N.00°55'59"W., A DISTANCE OF 49.43 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 47°52'14"; THENCE NORTHEASTERLY ALONG THE ARC A DISTANCE OF 41.78 FEET; THENCE N.46°56'16"E., A DISTANCE OF 64.84 FEET; THENCE N.34°38'27"W., A DISTANCE OF 12.67 FEET; THENCE N.03°05'22"E., A DISTANCE OF 57.50 FEET TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 17°58'32"; THENCE NORTHERLY ALONG THE ARC A DISTANCE OF 15.69 FEET; THENCE N.14°53'10"W., A DISTANCE OF 52.83 FEET; THENCE N.03°16'33"W., A DISTANCE OF 75.49 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 106°01'41"; THENCE NORTHEASTERLY ALONG THE ARC A DISTANCE OF 92.56 FEET TO A POINT OF NON TANGENCY WITH A CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES N.16°59'05"E., A RADIAL DISTANCE OF 85.99 FEET; THENCE NORTHWESTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 76°13'03", A DISTANCE OF 114.39 FEET; THENCE N.03°12'08"E., A DISTANCE OF 41.81 FEET; THENCE N.07°12'17"E., A DISTANCE OF 50.55 FEET; THENCE N.12°26'30"E., A DISTANCE OF 40.06 FEET TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 222.00 FEET AND A CENTRAL ANGLE OF 29°12'44"; THENCE NORTHERLY ALONG THE ARC A DISTANCE OF 113.19 FEET TO A POINT OF REVERSE CURVATURE TO THE RIGHT HAVING A RADIUS OF 530.99 FEET AND A CENTRAL ANGLE OF 39°49'52"; THENCE NORTHERLY ALONG THE ARC, A DISTANCE OF 369.14 FEET TO A POINT OF REVERSE CURVATURE TO THE LEFT HAVING A RADIUS OF 200.00 FEET AND A CENTRAL ANGLE OF 09°14'20"; THENCE NORTHERLY ALONG THE ARC, A DISTANCE OF 32.25 FEET; THENCE N.13°49'18"E., A DISTANCE OF 62.16 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 250.00 FEET AND A CENTRAL ANGLE OF 31°12'33"; THENCE NORTHEASTERLY ALONG THE ARC A DISTANCE OF 136.18 FEET TO A POINT OF REVERSE CURVATURE TO THE LEFT HAVING A RADIUS OF 382.90 FEET AND A CENTRAL ANGLE OF 57°03'33"; THENCE NORTHERLY ALONG THE ARC, A DISTANCE OF 381.31 FEET; THENCE N.19°45'59"W., A DISTANCE OF 42.44 FEET; THENCE N.25°15'40"W., A DISTANCE OF 123.37 FEET; THENCE N.42°50'43"W., A DISTANCE OF 82.99 FEET TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 121.40 FEET AND A CENTRAL ANGLE OF 63°36'01"; THENCE WESTERLY ALONG THE ARC A DISTANCE OF 134.76 FEET; THENCE S.73°33'17"W., A DISTANCE OF 84.02 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 300.00 FEET AND A CENTRAL ANGLE OF 17°23'58"; THENCE WESTERLY ALONG THE ARC A DISTANCE OF 91.10 FEET; THENCE N.89°02'46"W., A DISTANCE OF 155.46 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 100.00 FEET AND A CENTRAL ANGLE OF 49°10'02"; THENCE NORTHWESTERLY ALONG THE ARC A DISTANCE OF 85.81 FEET; THENCE N.39°52'44"W., A DISTANCE OF 79.42 FEET; THENCE N.32°34'24"W., A DISTANCE OF 48.74 FEET; THENCE N.29°13'27"W., A DISTANCE OF 95.50 FEET TO THE POINT OF NON TANGENCY WITH A CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES S.60°25'28"W., A RADIAL DISTANCE OF 114.55 FEET; THENCE WESTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 141°51'37", A DISTANCE OF 282.41 FEET TO A POINT OF REVERSE CURVATURE TO THE RIGHT HAVING A RADIUS OF 66.24 FEET AND A CENTRAL ANGLE OF 99°13'54"; THENCE SOUTHWESTERLY ALONG THE ARC, A DISTANCE OF 114.71 FEET; THENCE N.27°52'09"W., A DISTANCE OF 122.57 FEET; THENCE S.46°11'08"W., A DISTANCE OF 49.49 FEET TO THE POINT OF NON TANGENCY WITH A CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES N.38°26'38"W., A RADIAL DISTANCE OF 167.73 FEET; THENCE WESTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 82°54'05", A DISTANCE OF 242.69 FEET; THENCE S.40°11'34"E., A DISTANCE OF 48.55 FEET; THENCE S.48°07'29"W., A DISTANCE OF 167.32 FEET; THENCE S.49°33'51"W., A DISTANCE OF 65.68 FEET; THENCE N.33°33'33"W., A DISTANCE OF 165.67 FEET; THENCE S.54°24'26"W., A DISTANCE OF 42.34 FEET TO A POINT OF NON TANGENCY WITH A CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES N.66°43'44"W., A RADIAL DISTANCE OF 34.75 FEET; THENCE SOUTHWESTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 62°17'20", A DISTANCE OF 37.78 FEET TO A POINT OF COMPOUND CURVATURE TO THE RIGHT HAVING A RADIUS OF 299.68 FEET AND A CENTRAL ANGLE OF 07°24'29"; THENCE WESTERLY ALONG THE ARC, A DISTANCE OF 38.75 FEET TO A POINT OF REVERSE CURVATURE TO THE LEFT HAVING A RADIUS OF 85.70 FEET AND A CENTRAL ANGLE OF 13°32'56"; THENCE WESTERLY ALONG THE ARC, A DISTANCE OF 20.27 FEET TO A POINT OF COMPOUND CURVATURE TO THE LEFT HAVING A RADIUS OF 293.41 FEET AND A CENTRAL ANGLE OF 08°52'02"; THENCE WESTERLY ALONG THE ARC, A DISTANCE OF 45.41 FEET TO A POINT OF REVERSE CURVATURE TO THE RIGHT HAVING A RADIUS OF 205.00 FEET AND A CENTRAL ANGLE OF 12°23'26"; THENCE WESTERLY ALONG THE ARC, A DISTANCE OF 44.33 FEET TO A POINT OF REVERSE CURVATURE TO THE LEFT HAVING A RADIUS OF 25.50 FEET AND A CENTRAL ANGLE OF 36°08'59"; THENCE SOUTHWESTERLY ALONG THE ARC, A DISTANCE OF 16.09 FEET TO A POINT OF REVERSE CURVATURE TO THE RIGHT HAVING A RADIUS OF 241.82 FEET AND A CENTRAL ANGLE OF 22°55'53"; THENCE SOUTHWESTERLY ALONG THE ARC, A DISTANCE OF 96.78 FEET TO A POINT OF REVERSE CURVATURE TO THE LEFT HAVING A RADIUS OF 46.50 FEET AND A CENTRAL ANGLE OF 40°58'23"; THENCE SOUTHWESTERLY ALONG THE ARC, A DISTANCE OF 33.25 FEET TO A POINT OF REVERSE CURVATURE TO THE RIGHT HAVING A RADIUS OF 65.24 FEET AND A CENTRAL ANGLE OF 32°43'28"; THENCE SOUTHWESTERLY ALONG THE ARC, A DISTANCE OF 37.26 FEET; THENCE S.61°28'32"W., A DISTANCE OF 39.71 FEET; THENCE S.57°23'10"W., A DISTANCE OF 40.18 FEET; THENCE S.60°43'39"W., A DISTANCE OF 112.39 FEET TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 450.00 FEET AND A CENTRAL ANGLE OF 06°59'25"; THENCE SOUTHWESTERLY ALONG THE ARC A DISTANCE OF 54.90 FEET TO A POINT OF REVERSE CURVATURE TO THE RIGHT HAVING A RADIUS OF 244.05 FEET AND A CENTRAL ANGLE OF 10°33'42"; THENCE SOUTHWESTERLY ALONG THE ARC, A DISTANCE OF 44.99 FEET; THENCE S.64°17'57"W., A DISTANCE OF 123.07 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 259.42 FEET AND A CENTRAL ANGLE OF 17°31'19"; THENCE WESTERLY ALONG THE ARC A DISTANCE OF 79.34 FEET TO A POINT OF COMPOUND CURVATURE TO THE RIGHT HAVING A RADIUS OF 58.30 FEET AND A CENTRAL ANGLE OF 37°27'22"; THENCE WESTERLY ALONG THE ARC, A DISTANCE OF 38.11 FEET; THENCE N.02°15'47"E., A DISTANCE OF 1,187.97 FEET TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 4,683.75 FEET AND A CENTRAL ANGLE OF 08°27'46"; THENCE NORTHERLY ALONG THE ARC A DISTANCE OF 684.99 FEET; THENCE N.02°15'47"E., A DISTANCE OF 317.64 FEET TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF SECTION 8, TOWNSHIP 39 SOUTH, RANGE 41 EAST; THENCE S.89°59'32"W. ALONG SAID SOUTH LINE, A DISTANCE OF 30.03 FEET TO A POINT OF INTERSECTION WITH A LINE LYING 20.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE EAST ONE-HALF OF SECTION 8, TOWNSHIP 39 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA, ALSO BEING THE EAST LINE OF THE 40 FOOT WIDE POSTED AND VIEWED RIGHT-OF-WAY FOR KANSAS AVENUE BY THE DECLARATION OF THE COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, DATED SEPTEMBER 5, 1923; THENCE N.01°58'42"E., A DISTANCE OF 834.99 FEET; THENCE N.89°59'32"E. ALONG A LINE LYING 834.49 FEET NORTH (AS MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF SECTION 8, TOWNSHIP 39 SOUTH, RANGE 41 EAST, A DISTANCE OF 2,218.93 FEET TO A POINT OF INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE FOR THE SUNSHINE STATE PARKWAY (FLORIDA'S TURNPIKE), AS DEPICTED ON THE RIGHT-OF-WAY MAP FOR THE SUNSHINE STATE PARKWAY, PREPARED BY SMITH & GILLESPIE, CONTRACT NUMBER 5.1, SHEET 4 OF 6, DATED JUNE 15, 1955; THENCE S.22°15'27"E. ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 665.97 FEET; THENCE S.03°46'16"W. ALONG THE EAST LINE OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF SAID SECTION 8, A DISTANCE OF 218.59 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN MARTIN COUNTY, FLORIDA.

CONTAINING 7,6652.954 SQUARE FEET/175.6876 ACRES MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS, AND RIGHTS-OF-WAY OF RECORD.

DRAINAGE STATEMENT

THE PROPOSED DEVELOPMENT WILL BE SERVED BY A WET DETENTION SYSTEM CONSISTING OF A SERIES OF INTERCONNECTED LAKES. THE STORMWATER MANAGEMENT SYSTEM HAS BEEN DESIGNED TO PROVIDED THE REQUIRED TREATMENT AND ATTENUATION IN COMPLIANCE WITH CRITERIA OF MARTIN COUNTY AND THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT. CONVEYANCES OF OFF-SITE FLOWS THAT CURRENTLY DRAIN THROUGH THE PHASE I PROJECT LIMITS WILL BE PROVIDED. EXISTING DRAINAGE PATTERNS FROM CHRIST FELLOWSHIP AND THE UNDEVELOPED PORTION OF THE PROPERTY WITHIN THE LIMITS OF PHASE II WILL REMAIN.

NOTES

1. PHASE 1 INCLUDES ENTRY FEATURES, MODEL ROW, SALES CENTER, AND OPERATION 300 SITE.
2. STORM WATER MANAGEMENT LAKES WILL BE CONSTRUCTED TO SUPPORT THE NECESSARY STORM WATER MANAGEMENT REQUIREMENTS FOR EACH PHASE OF RESIDENTIAL CONSTRUCTION.
3. ALL PROHIBITED EXOTIC PLANT SPECIES SHALL BE REMOVED FROM THE SITE PRIOR TO ISSUANCE OF A CERTIFICATE OF OCCUPANCY. PERPETUAL MAINTENANCE IS REQUIRED TO PROHIBIT THE REESTABLISHMENT OF INVASIVE EXOTIC SPECIES WITHIN PRESERVATION AREAS AND PLANTED LANDSCAPE OR LAKE LITTORAL AREAS AND STORMWATER MANAGEMENT AREAS A PROVIDED ON THE PLAN APPROVED WITH THE DEVELOPMENT ORDER.
4. ALL PRESERVE AREAS SHALL BE MAINTAINED IN ACCORDANCE WITH THE APPROVED PRESERVE AREA MANAGEMENT PLAN (PAMP).
5. PRESERVE BOUNDARY MARKERS SHALL BE INSTALLED DIRECTLY ON THE PRESERVE BOUNDARY AT THE CORNERS OF RESIDENTIAL LOTS ABUTTING PRESERVE AREAS.
6. THE PRESERVE AREA WILL BE MAINTAINED IN ITS ENTIRETY, NOT BY PHASE.
7. OPEN SPACE IS MET PROJECT WIDE AND THE INFORMATION IS FOUND ON THE MASTER SITE PLAN.
8. AREAS WHERE CONTROL STRUCTURES ARE INSTALLED IN PRESERVE AREAS WILL BE REPLANTED IN ACCORDANCE WITH THE PAMP.
9. IT SHALL BE UNLAWFUL TO ALTER THE APPROVED SLOPES, CONTOURS, OR CROSS SECTIONS OR TO CHEMICALLY MECHANICALLY, OR MANUALLY REMOVE, DAMAGE, OR DESTROY ANY PLANTS IN THE LITTORAL OR UPLAND TRANSITION ZONE BUFFER AREAS OF CONSTRUCTED LAKES EXCEPT UPON THE WRITTEN APPROVAL OF THE PLANNING AND DEVELOPMENT SERVICES DIRECTOR, AS APPLICABLE. IT IS THE RESPONSIBILITY OF THE OWNER OR PROPERTY OWNERS ASSOCIATION, ITS SUCCESSORS OR ASSIGNS, TO MAINTAIN THE REQUIRED SURVIVORSHIP AND COVERAGE OF THE RECLAIMED UPLAND AND PLANTED LITTORAL AND UPLAND TRANSITION AREAS AND TO ENSURE ONGOING REMOVAL OF PROHIBITED AND INVASIVE NON-NATIVE PLANT SPECIES FROM THESE AREAS.

PLAN APPROVED
BY
MARTIN COUNTY
BOARD OF COUNTY COMMISSIONERS
DATE APPROVED: September 28, 2021
PROJECT COORDINATOR:
GROWTH MANAGEMENT DEPARTMENT

PROJECT TEAM

OWNER/CLIENT:
PULTE GROUP
12911 TELECOM PKWY N
TEMPLE TERRACE, FL 33637
304.290.6022
CONTACT: GARRETT DINSMORE

LANDSCAPE ARCHITECT/PLANNER:
COTLEUR & HEARING, INC.
1934 COMMERCE LANE, SUITE 1
JUPITER, FL 33458
561.747.6336
CONTACT: DANIEL SORROW

ENVIRONMENTAL CONSULTANT:
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10250 SW VILLAGE PARKWAY
SUITE 201
PORT ST LUCIE, FLORIDA 34987
772.462.2455
CONTACT: TOBY OVERDORF

ENGINEER:
EDC
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SUITE 201
PORT ST LUCIE, FLORIDA 34987
772.462.2455
CONTACT: DAVID BAGGETT

TRAFFIC:
SUSAN O'ROURKE PE INC.
969 SE FEDERAL HWY SUITE 402
STUART, FL 34994
772.781.7918
CONTACT: SUSAN O'ROURKE

SURVEYOR:
CAULFIELD & WHEELER, INC.
7900 GLADES ROAD
SUITE 100
BOCA RATON, FLORIDA 33434
561.392.1991
CONTACT: DAVID LINDLEY

LEGEND

HC	HANDICAP		STOP SIGN
SB	SETBACK		PRESERVE SIGN
SW	SIDEWALK		
TYP	TYPICAL		LIGHT POLE, TYP.
UE	UTILITY EASEMENT		
DE	DRAINAGE EASEMENT		

RECEIVED
OCT 13 2021
GROWTH MANAGEMENT DEPARTMENT

OVERALL PHASE 1 SITE PLAN

0' 100' 200' 400' 600' 800'
Scale: 1" = 200'
North

Cotleur & Hearing
Landscape Architects
Land Planners
Environmental Consultants
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Jupiter, Florida 33458
561.747.6336 · Fax 747.1377
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Lic# LC-26000535

HIGHPOINTE
PULTE GROUP
Martin County, Florida

DESIGNED LAH
DRAWN LAH
APPROVED DTS
JOB NUMBER 19-0127
DATE 10-23-20
REVISIONS 03-23-21
06-16-21
09-03-21
10-07-21

PAGE 1 OF 5

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MATCHLINE- SEE SHEET 3

MATCHLINE- SEE SHEET 3

LAKE 6
(1.45 AC TRACT)

LAKE 5
(1.04 AC TRACT)

UPLAND TRANSITION AREA

LITTORAL AREA

PROPERTY BOUNDARY

NATIVE LANDSCAPE AREAS TO REMAIN BUT NOT REQUIRED. EXACT LIMITS TO BE FIELD ADJUSTED FOR GRADING REQUIREMENTS.

STOP BAR/ SIGN TYP.

SITE TRIANGLES

PROPOSED ENTRY SIGN

TEMPORARY MODEL ROW ACCESS DRIVE

EQUESTRIAN TRAIL ALONG PROPERTY LINE IN RIGHT-OF-WAY

GUARD HOUSE

F CURB

SW LEGACY DRIVE

SW HIGHPOINTE DRIVE

SW MERIDIAN WAY

SW PRATT WHITNEY ROAD

LOT 1 | LOT 2 | LOT 3 | LOT 4 | LOT 5 | LOT 6 | LOT 7 | LOT 8 | LOT 9 10,140 SF | LOT 10 11,836 SF | LOT 11 7,945 SF | LOT 12 7,945 SF | LOT 13 10,130 SF | LOT 14 | LOT 15 | LOT 16 | LOT 17 | LOT 18 | LOT 19 | LOT 20 | LOT 21 | LOT 22 | LOT 39 | LOT 40 | LOT 41 | LOT 42 | LOT 43 10,095 SF | LOT 44 12,670 SF | LOT 45 12,670 SF | LOT 46 12,535 SF | LOT 47 | LOT 81 | LOT 82 | LOT 83 | LOT 84 | LOT 85 | LOT 86 | LOT 87 | LOT 88 | LOT 89 | LOT 90 | LOT 91 | LOT 92 | LOT 93 | LOT 94

PHASE 2 MODEL ROW

LIFT STATION

MAIL KIOSK

PRESERVE SIGN, TYP.

LIGHT POLE, TYP.

CROSSWALK, TYP.

STOP BAR/ SIGN TYP.

CORNER CLIPS

GATE/ ACCESS

VALLEY GUTTER

TRAP FENCE

SEWER

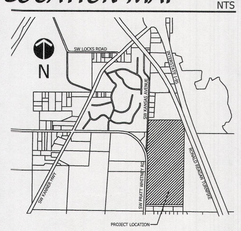
WATER

50' TYPE 4 BUFFER

EXISTING USE: VACANT AG
EXISTING ZONING: A-1
FLU: AGRICULTURE

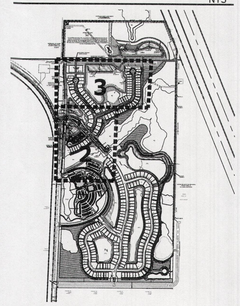
LOCATION MAP

NTS



KEY SHEET

NTS



LEGEND

HC	HANDICAP		STOP SIGN
SB	SETBACK		PRESERVE SIGN
SW	SIDEWALK		
TYP	TYPICAL		
UE	UTILITY EASEMENT		LIGHT POLE, TYP.
DE	DRAINAGE EASEMENT		

SITE PLAN

0' 30' 60' 120' 180' 240'

Scale: 1" = 60'

North

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HIGHPOINTE

PULTE GROUP

Martin County, Florida

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DRAWN	LAH
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NATIVE LANDSCAPE AREAS TO REMAIN BUT NOT REQUIRED. EXACT LIMITS TO BE FIELD ADJUSTED FOR GRADING REQUIREMENTS.

317.64'

N02°15'47"E

694.99'

N02°15'47"E

50' TYPE 4 BUFFER

6' HT WALL

EQUESTRIAN TRAIL ALONG PROPERTY LINE IN RIGHT-OF-WAY

RV & BOAT PARKING (300' x100')

6' TALL BLACK CHAIN-LINK FENCE

LITTORAL AREA (92,000 SF)

UPLAND TRANSITION AREA (37,200 SF)

UPLAND TRANSITION AREA (5,500 SF)

LAKE 7 (12.14 AC TRACT)

W-7

20' DE

100' BUFFER

14' DE

20' LME

SW LEGACY DRIVE

SW MERIDIAN WAY

LIGHT POLE, TYP.

10' DE

20' DE

30' FIREWISE

13' UE

PRESERVE SIGN, TYP.

EXISTING VEGETATION

SOD

MATCHLINE- SEE SHEET 2

MATCHLINE- SEE SHEET 2

MATCHLINE- SEE SHEET 2

LOT 23
LOT 24
LOT 25
LOT 26
LOT 27
LOT 28
LOT 29
LOT 30
LOT 31
LOT 32
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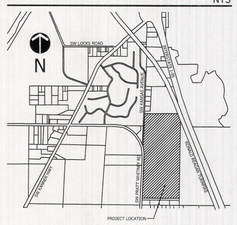
LOT 62
LOT 63
LOT 64
LOT 65
LOT 66 6,287 SF
LOT 67
LOT 68
LOT 69
LOT 70
LOT 71
LOT 72
LOT 73
LOT 74
LOT 75
LOT 76
LOT 77
LOT 78
LOT 79
LOT 80

LEGEND

HC	HANDICAP		STOP SIGN
SB	SETBACK		PRESERVE SIGN
SW	SIDEWALK		LIGHT POLE, TYP.
TYP	TYPICAL		
UE	UTILITY EASEMENT		
DE	DRAINAGE EASEMENT		

LOCATION MAP

NTS



KEY SHEET

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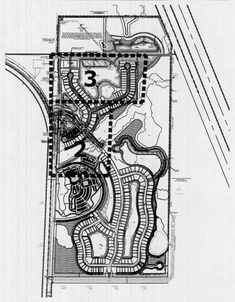

SITE PLAN

0' 30' 60' 120' 180' 240'

Scale: 1" = 60'

North

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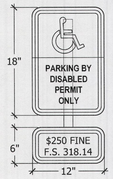
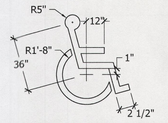
HANDICAP SIGN & SYMBOL DETAIL

NTS



COLORS:
TOP SYMBOL & BORDER = WHITE
BOTTOM TEXT & BORDER = BLACK
TOP BACKGROUND = BLUE
BOTTOM BACKGROUND = WHITE

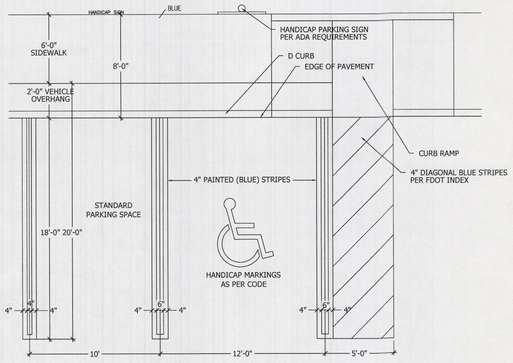
COLORS:
TEXT & BORDER = BLACK
BACKGROUND = WHITE



NOTE: SYMBOL TO BE 4" WIDE WHITE TRAFFIC PAINT ON PAVEMENT OR COLORED PAVERS . TYPICAL @ ALL HANDICAP STALLS

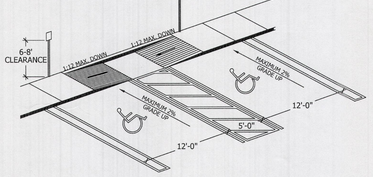
STANDARD AND HANDICAP PARKING DETAIL

NTS



HANDICAP RAMP DETAIL

NTS

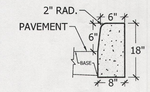


NOTE: IN THIS APPLICATION RAMPS CAN BE SEPARATED AND SIDEWALK CAN BE FLUSH ACROSS ALL HC SPACES

NOTE: HCR#3-MOD MEANS ONLY 1 RAMP BUILT TO REQUIRED SIDE OF SIDEWALK. OR RAMPS SEP. TO ENDS OF HC SPACES

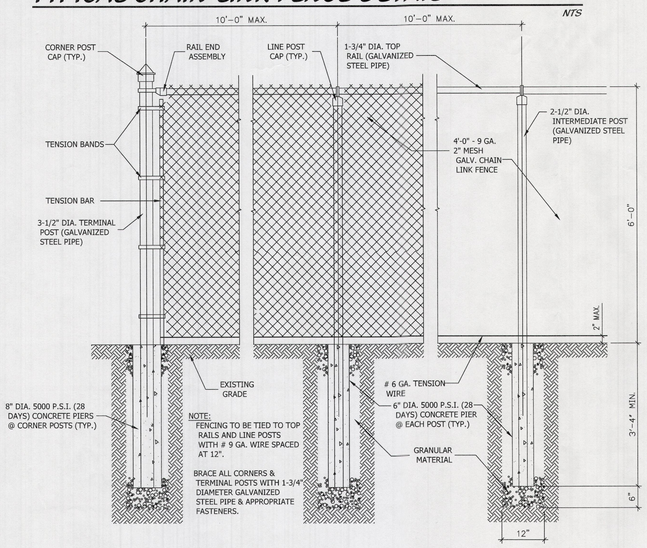
D CURB DETAIL

NTS



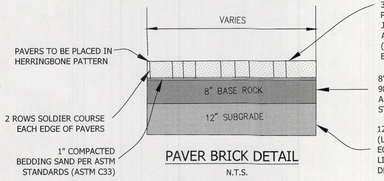
TYPICAL CHAIN-LINK FENCE DETAIL

NTS



TYPICAL SIDEWALK PAVER DETAIL

NTS



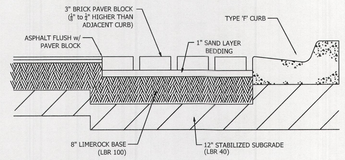
PAVER BRICK DETAIL

N.T.S.

NOTE: PAVER BRICK DETAIL TO BE USED IN CONSTRUCTION OF TEMPORARY SALES PARKING LOT, ENTRANCE (CYAN WAY) AND MAGENTA WAY.

PAVER BLOCK DETAIL

NTS

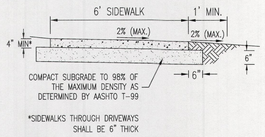


NOTES:

1. PAVER BLOCK TO BE STANDARD 4"x8" AS MANUFACTURED BY PAVER SYSTEMS, INC., OR APPROVED EQUAL. PAVER BLOCK THICKNESS SHALL BE 3." INCHES. PAVER BLOCK SHALL BE MULTI-COLORED AND SHALL BE COLORED THROUGH THE FULL DEPTH OF THE PAVER AND NOT JUST THE SURFACE. THE SAND BEDDING COURSE SHALL BE WELL GRADED, CLEAN, WASHED LIMESTONE SCREENINGS WITH 100% PASSING A $\frac{3}{8}$" SIEVE SIZE AND A MAXIMUM 3% PASSING A No.200 SIEVE SIZE. DO NOT USE MASON SAND. THE BEDDING COURSE SHALL BE THE RESPONSIBILITY OF THE PAVING STONE INSTALLER. ALL EDGES OF THE PAVER BLOCK SHALL BE RESTRAINED BY ASPHALT OR CONCRETE CURB. THE AVERAGE COMPRESSIVE STRENGTH SHALL NOT BE LESS THAN 8,000 PSI WITH NO INDIVIDUAL UNIT STRENGTH LESS THAN 7,200 PSI. THE BEDDING COURSE SHALL BE THE RESPONSIBILITY OF THE PAVER BLOCK INSTALLER.
2. PAVER STONE THAT IS USED FOR PAVEMENT MARKING SHALL HAVE GLASS SPHERES THAT MEET THE RETROREFLECTIVITY OF FDOT STANDARD SPECIFICATIONS SECTIONS 971-1 AND 971-2 (>300 MILLICANDELAS).
3. WHEN HEADER CURB IS USED IN THE LOCATION OF A WHITE STRIPE, THE CURB SHALL BE WHITE CONCRETE WITH GLASS SPHERE OR WHITE EPOXY PAINT WITH REFLECTIVE BEADS.

TYPICAL SIDEWALK DETAIL

NTS



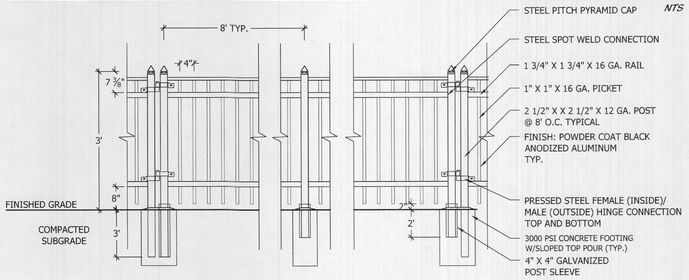
*SIDEWALKS THROUGH DRIVEWAYS SHALL BE 6" THICK

NOTES:

1. SIDEWALK MATERIALS AND CONSTRUCTION SHOWN HEREIN SHALL BE IN ACCORDANCE WITH APPLICABLE FDOT STANDARD SPECIFICATIONS 522 AND FDOT STANDARD PLANS INDEX 522.
2. FIBER-REINFORCED CONCRETE FOR CURBS AND SIDEWALKS SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 3,000 PSI AT 28 DAYS WITH A WATER TO CEMENT RATIO NOT MORE THAN 0.53 (LB/LB).
3. THICKENED EDGE SHALL CONTAIN APPLICABLE SUBGRADE COMPACTED TO 98% OF MAXIMUM DRY DENSITY (AASHTO T-99)
4. A DESIRED 8 FEET SHALL BE MAINTAINED BETWEEN EDGE OF TRAVEL LANE AND SIDEWALK WHERE CURB AND GUTTER DOES NOT EXIST (MINIMUM SHALL BE 4.5 FEET, UNLESS OTHERWISE APPROVED BY THE COUNTY ENGINEER).

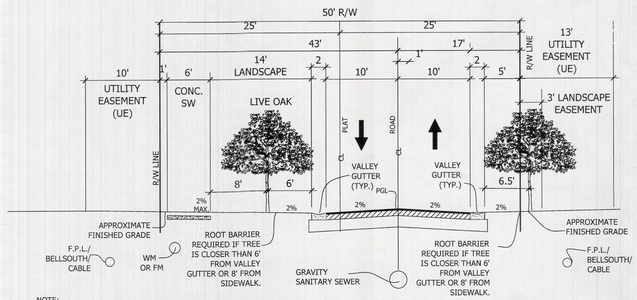
MODEL ROW FENCE DETAIL

NTS



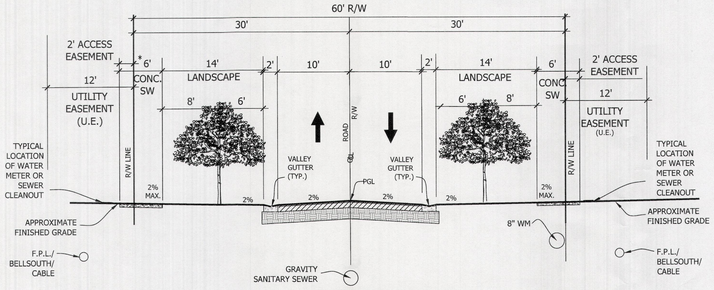
TYPICAL RIGHT-OF-WAY SECTIONS

NTS



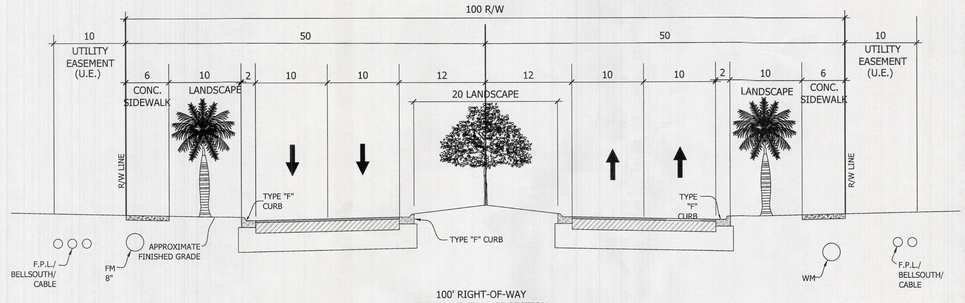
NOTE:
1. IF ROOT BARRIER IS REQUIRED (FOR TREES <6' FROM VALLEY GUTTER OR <8 ' FROM SIDEWALK), A ROOT BARRIER SHALL BE INSTALLED ALONG ALL STRUCTURES WITHIN TEN FEET OF TREE TRUNK. ALL ROOT BARRIERS SHALL BE MAINTAINED OR REPLACED AS NEEDED TO REMAIN FUNCTIONAL.
2. ANY PROPOSED STREET TREE REMOVAL AND REPLACEMENT MUST BE AUTHORIZED BY MARTIN COUNTY GROWTH MANAGEMENT DEPARTMENT IN ACCORDANCE WITH THE PUD AGREEMENT.

50' RIGHT-OF-WAY
TYPICAL SECTION
POSTED SPEED 25 MPH



60' RIGHT-OF-WAY
TYPICAL SECTION
POSTED SPEED 25 MPH

NOTE:
1. IF ROOT BARRIER IS REQUIRED (FOR TREES <6' FROM VALLEY GUTTER OR <8 ' FROM SIDEWALK), A ROOT BARRIER SHALL BE INSTALLED ALONG ALL STRUCTURES WITHIN TEN FEET OF TREE TRUNK. ALL ROOT BARRIERS SHALL BE MAINTAINED OR REPLACED AS NEEDED TO REMAIN FUNCTIONAL.
2. ANY PROPOSED STREET TREE REMOVAL AND REPLACEMENT MUST BE AUTHORIZED BY MARTIN COUNTY GROWTH MANAGEMENT DEPARTMENT IN ACCORDANCE WITH THE PUD AGREEMENT.



100' RIGHT-OF-WAY
TYPICAL ENTRANCE SECTION
POSTED SPEED 25 MPH

*SEE CIVIL PLANS FOR CONSTRUCTION DETAILING.

Cotleur & Hearing
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Land Planners
Environmental Consultants
1934 Commerce Lane
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Jupiter, Florida 33458
561.747.6336 · Fax 747.1377
www.cotleurhearing.com
Lic# LC-26000535

HIGHPOINTE
PULTE GROUP
Martin County, Florida

DESIGNED	LAH
DRAWN	LAH
APPROVED	DTS
JOB NUMBER	19-0127
DATE	10-23-20
REVISIONS	03-23-21
	06-16-21
	09-03-21
	10-07-21

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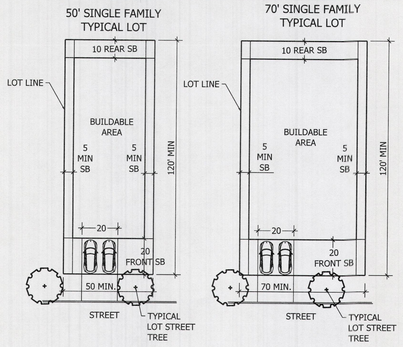
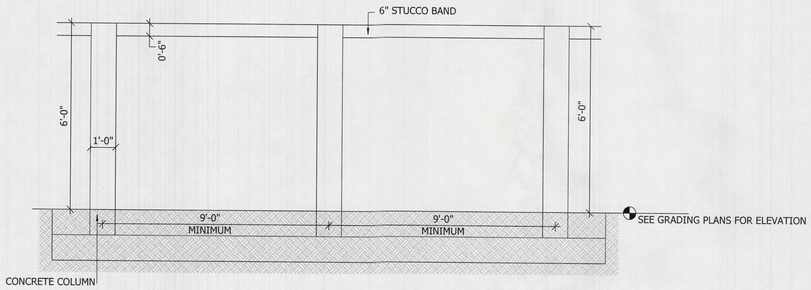
SITE DETAILS

TYPICAL LOT LAYOUTS



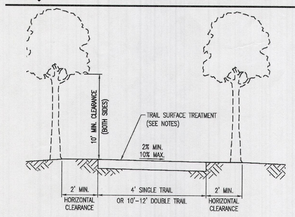
NOTES FOR SINGLE FAMILY LOTS:
STREET TREE PLACEMENT ON LOT SHALL BE NO CLOSER THAN 8 FEET FROM DRIVEWAY, WATER AND SEWER LINES AND ASSOCIATED LATERALS WITHOUT THE INSTALLATION OF APPROVED ROOT BARRIERS. STREET TREES MAY NOT BE REMOVED WITHOUT APPROVAL FROM GROWTH MANAGEMENT DEPARTMENT, AND TREES MUST BE REPLACED PER THE PUD AGREEMENT.

TYPICAL MASONRY WALL DETAIL



*NOTE: WALL CONSTRUCTION TO BE DETERMINED BY CONTRACTOR AT TIME OF BUILDING.

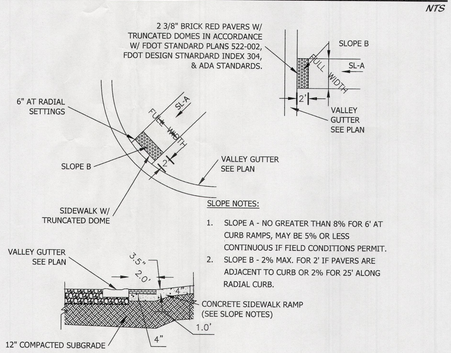
EQUESTRIAN TRAIL



NOTES FOR AGGRESSIVE TRAIL:
1. SURFACES ARE NATURAL
2. TREE AND SHRUB ENCROACHEMNT ARE LEFT NATURAL
3. EROSION IS LEFT NATURAL BUT SHOULD NOT INTERRFERE WITH TRAIL UTILIZATION
4. MISSING AND/OR DAMAGED SIGNS ARE REPLACED/REPAIRED
5. LITTER IS COLLECTED AT LEAST TWICE MONTHLY; BROKEN GLASS IS REMOVED
6. NO MOTORIZED VEHICLES ALLOWED ON TRAIL

DETECTABLE WARNING PAVER DETAIL

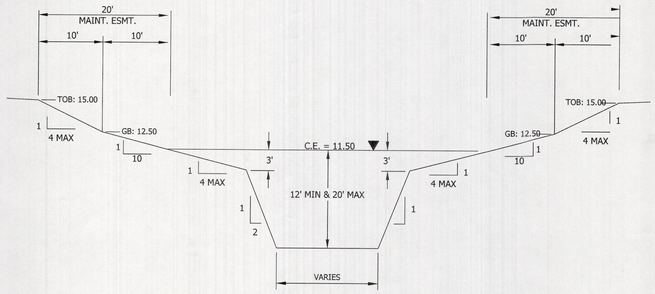
NTS



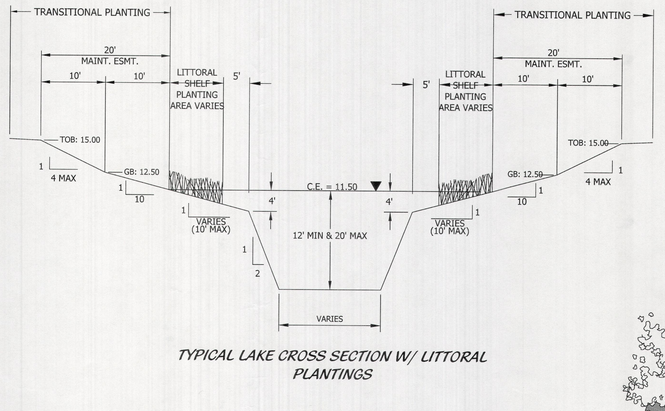
SLOPE NOTES:
1. SLOPE A - NO GREATER THAN 8% FOR 6' AT CURB RAMPS, MAY BE 5% OR LESS CONTINUOUS IF FIELD CONDITIONS PERMIT.
2. SLOPE B - 2% MAX. FOR 2' IF PAVERS ARE ADJACENT TO CURB OR 2% FOR 25' ALONG RADIAL CURB.

LITTORAL SHELF DETAILS

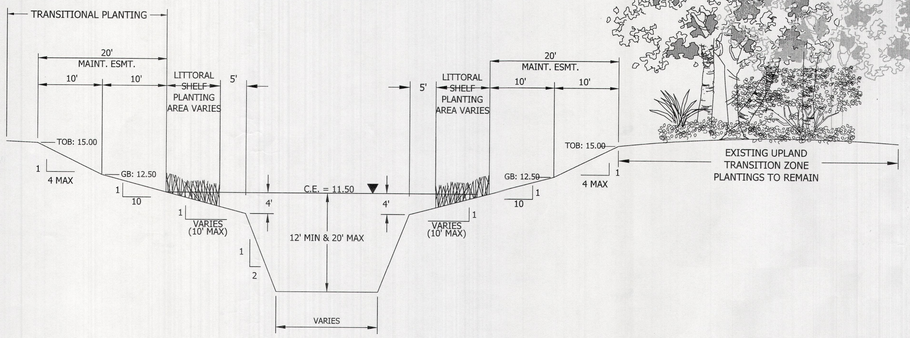
NTS



TYPICAL LAKE CROSS SECTION WITHOUT LITTORAL PLANTINGS



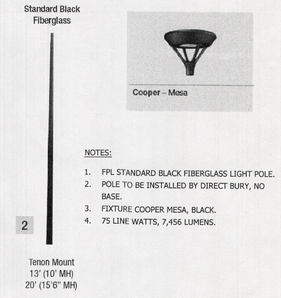
TYPICAL LAKE CROSS SECTION W/ LITTORAL PLANTINGS



TYPICAL LAKE CROSS SECTION W/ LITTORAL PLANTINGS AT EXISTING UPLAND TRANSITION ZONE

LIGHT POLE DETAIL

NTS



NOTES:
1. FPL STANDARD BLACK FIBERGLASS LIGHT POLE.
2. POLE TO BE INSTALLED BY DIRECT BURY, NO BASE.
3. FIXTURE COOPER MESA, BLACK.
4. 75 LINE WATTS, 7,456 LUMENS.

SITE DETAILS

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HIGHPOINTE
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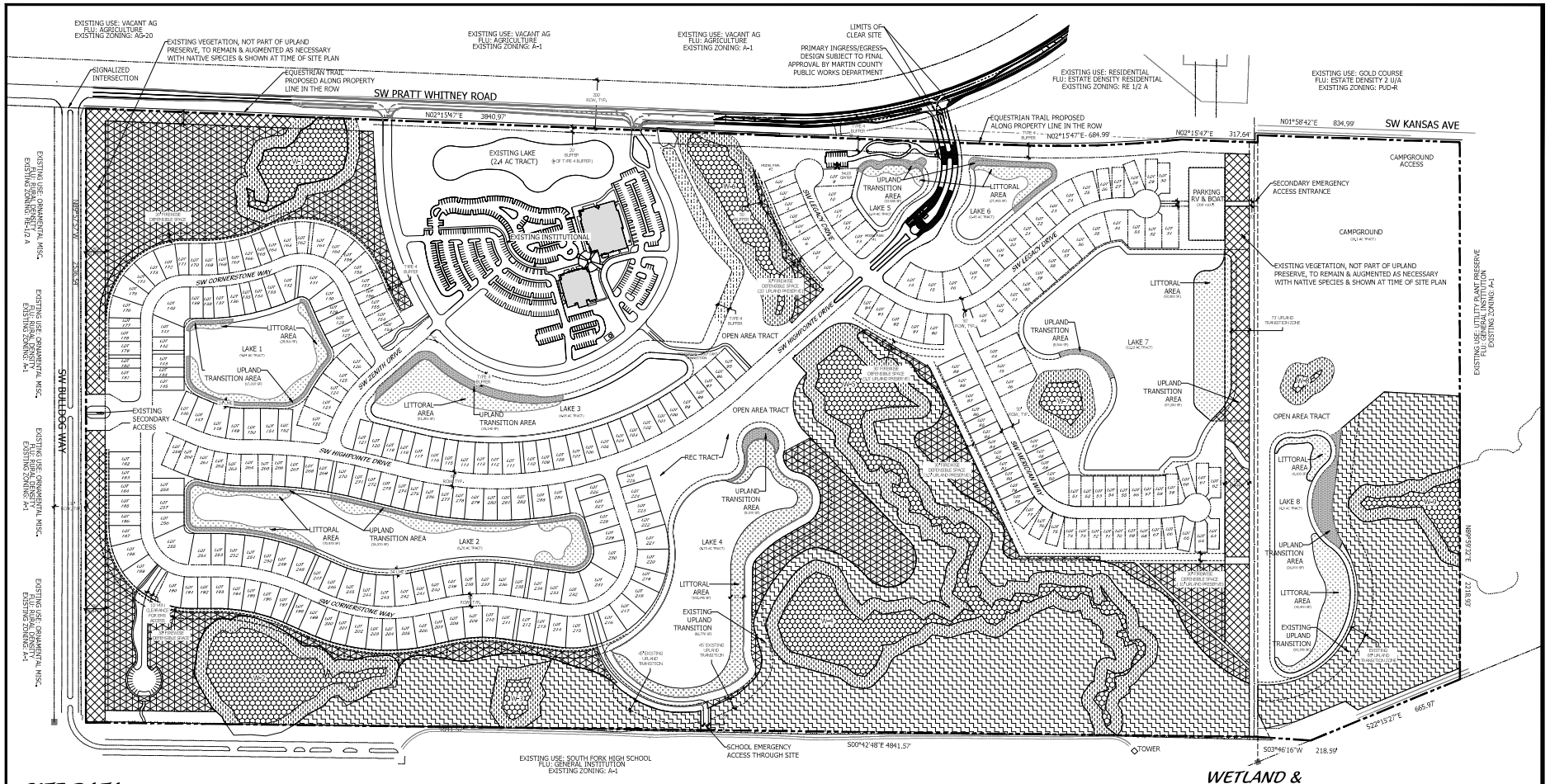

SITE DATA

OVERALL SITE DATA

PROPOSED LAND USE:	RESIDENTIAL ESTATE DENSITY- 1 UNIT PER ACRE
EXISTING LAND USE:	RURAL DENSITY- 1 UNIT PER 2 ACRES
PROPOSED ZONING DISTRICT:	PUD
EXISTING ZONING DISTRICT:	RE-2A, RURAL ESTATE DISTRICT

DENSITY CALCULATIONS	PUD	DENSITY ELIGIBLE WETLANDS
EXISTING PLACE OF WORSHIP	28.3 ACRES	0
PROPOSED INSTITUTIONAL (CAMPGROUND)*	20.1 ACRES	0.09 ACRES
RESIDENTIAL AREA	272.6 ACRES	15.8 ACRES
SITE TOTAL	321 ACRES	
DENSITY ELIGIBLE WETLANDS	15.89/2 X 1 UPA = 7.945 UNITS	
DENSITY ELIGIBLE UPLANDS	20.01 +(272.6 - 15.8)= 276.72 UNITS	
TOTAL DWELLING UNITS PER ACRE (1 DU/AC)	7.945 + 276.72 = 284 UNITS	

CALCULATIONS	AREA (SQUARE FOOTAGE)	AREA (ACRES)	AREA (PERCENTAGE)
SITE AREA	13,982,760	321.00	100.00%
RESIDENTIAL AREA	12,053,923.20	276.72	86.21%
INSTITUTIONAL AREA (CHURCH & CAMPGROUND)	2,108,304	48.4	15.08%
PRESERVE AREA REQUIRED	2,318,698.80	53.23	16.58%
PRESERVE AREA PROVIDED	3,868,999.20	88.82	27.67%
WETLAND AREA	692,168	15.89	4.95%
WETLAND BUFFER AREA	1,080,388	24.80	7.73%
PERVIOUS AREA	7,616,466.00	174.85	54.47%
UPLAND PRESERVE (INCLUDING WETLAND BUFFERS)	4,949,287.20	113.62	35.40%
BUFFER AREAS, LANDSCAPE COMMON AREAS, OPEN GREEN SPACE	2,667,178.80	61.23	19.07%
IMPERVIOUS AREA	6,366,340.61	146.15	45.53%
LAKE AREA	1,981,980.00	45.5	14.17%
BUILDING COVERAGE (GUARD HOUSE, MAILKIOSK, CHURCH)	49,356.53	1.13	0.35%
PAVEMENT (SIDEWALKS, PARKING, ROADWAYS)	1,224,096.00	28.1	8.75%
AMENITY AREAS	2,962.08	0.068	0.02%
LOT COVERAGE (100% IMPERVIOUS)	2,415,837.60	55.46	17.28%
WETLAND AREA	692,168.40	15.89	4.95%

OPEN SPACE REQUIRED 50% (160.5 AC)	AREA (SQUARE FOOTAGE)	AREA (ACRES)	AREA (PERCENTAGE)
	10,290,614	236.24	73.60%
UPLAND PRESERVE	3,868,999.20	88.82	27.67%
WETLAND/ UPLAND BUFFER	1,080,388.00	24.8	7.73%
BUFFER AREAS, LANDSCAPE COMMON AREAS, OPEN GREEN SPACE	2,667,178.80	61.23	19.07%
WETLAND AREA	692,168.40	15.89	4.73%
LAKE AREA	1,981,980.00	45.5	19.26%

RESIDENTIAL USE

RESIDENTIAL UNITS PHASE 1:	94 LOTS
RESIDENTIAL UNITS PHASE 2:	190 LOTS
MINIMUM LOT SIZE:	4,800 SF (40' X 120', 50' X 120', 70' X 120' MIN.)
PARKING REQUIREMENTS:	2 (TWO) SPACES PER HOME
PARKING PROVIDED:	2 (TWO) PARKING SPACES IN GARAGE & 2 (TWO) AVAILABLE GUEST SPACES PER DRIVEWAY

INSTITUTIONAL USE

CALCULATIONS	AREA (SQUARE FOOTAGE)	AREA (ACRES)	AREA (PERCENTAGE)
EXISTING AREA (CHURCH ONLY)	1,232,748.00	28.30	8.82%
PROPOSED TOTAL AREA (CHURCH AND CAMPGROUND SITE)	2,108,304.00	48.40	15.08%
EXISTING PLACE OF WORSHIP GROSS FLOOR AREA (ONE STORY)	48,049.99	1.10	0.34%

PARKING	
PARKING REQUIRED:	330 SPACES
PARKING PROVIDED:	597 SPACES (EXISTING)

WETLAND & UPLAND PRESERVE LEGEND/TABLE

Total Upland Preserve Required	53.23
Wetland Preserve	15.89
Wetland Buffer	24.8
Upland Preserve (Original PAMP)	66.18
Native Landscape Areas	22.64
Upland Preserve (Total)	88.82
Total Preserve Acreage (Wetlands, Wetland buffers, Upland Preserve)	129.51

LOCATION MAP



PUD MASTER SITE PLAN

0' 100' 200' 400' 600' 800'

Scale: 1" = 200'

North

Cotleur & Hearing
Landscape Architects
Land Planners
Environmental Consultants
1934 Commerce Lane
Suite 1
Jupiter, Florida 33458
561.747.6336 • Fax 747.1377
www.cotleurhearing.com
Lic# LC-26000535

HIGHPOINTE
PUD MASTER SITE PLAN
Martin County, Florida

DESIGNED	DTS
DRAWN	JLD/LAH
APPROVED	DTS
JOB NUMBER	19-0127
DATE	06-10-19
REVISIONS	11-26-19
	07-29-20
	12-03-20
	03-26-21
	05-18-21

May 18, 2021 8:20:48 a.m.
Drawing: MASTER PLAN_03-11-21.DWG

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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: Highpointe PUD Phase 1

Brief Project Description:

This application requests to plat 173941000007000109, 173941000008000205, 173941000007000107, 173941000002000002, 173941000001000004, 083941000015000209, and 083941000015000300 as one parcel for phase 1 of the Highpointe PUD.

Was a Pre-Application Held? ☐ **YES/NO** ☑ **Pre-Application Meeting Date:** _____

Is there Previous Project Information? ☑ **YES/NO** ☐

Previous Project Number if applicable: C148-009

Previous Project Name if applicable: Highpointe

Parcel Control Number(s)

173941000007000109	173941000001000004
173941000008000205	083941000015000209
173941000007000107	083941000015000300
173941000002000002	

B. PROPERTY OWNER INFORMATION

Owner (Name or Company): Christ Fellowship Church Inc

Company Representative: Leo Abdella

Address: 5343 Northlake Blvd

City: Palm Beach Gardens, State: FL Zip: 33418

Phone: 561-799-7600 Email: leoa@cftoday.org

C. PROJECT PROFESSIONALS

Applicant (Name or Company): Christ Fellowship Church Inc
Company Representative: Leo Abdella
Address: 5343 Northlake Blvd
City: Palm Beach Gardens, State: FL Zip: 33418
Phone: 561-799-7600 Email: leoa@cftoday.org

Agent (Name or Company): Cotleur and Hearing Land Planning
Company Representative: Daniel Sorrow
Address: 1934 Commerce Lane #1
City: Jupiter, State: FL Zip: 33458
Phone: 561-747-6336 Email: dsorrow@cotleur-hearing.com

Contract Purchaser (Name or Company): N/A
Company Representative:
Address:
City:, State: Zip:
Phone: Email:

Land Planner (Name or Company): Cotleur and Hearing Land Planning
Company Representative: Daniel Sorrow
Address: 1934 Commerce Lane #1
City: Jupiter, State: FL Zip: 33458
Phone: 561-747-6336 Email: dsorrow@cotleur-hearing.com

Landscape Architect (Name or Company): Cotleur and Hearing Land Planning
Company Representative: Daniel Sorrow
Address: 1934 Commerce Lane #1
City: Jupiter, State: FL Zip: 33458
Phone: 561-747-6336 Email: dsorrow@cotleur-hearing.com

Surveyor (Name or Company): Caulfield and Wheeler, Inc.
Company Representative: David Lindley
Address: 7900 Glades Road #100
City: Boca Raton, State: FL Zip: 33458
Phone: 561-392-1991 Email: dave@cwiassoc.com

Civil Engineer (Name or Company): EDC
Company Representative: David Baggett, P.E.
Address: 10250 SW Village Parkway, Suite 201
City: Port St Lucie, State: FL Zip: 34987
Phone: 772-462-2455 Email: davidbaggett@edc-inc.com

PROJECT PROFESSIONALS CONTINUED

Traffic Engineer (Name or Company): O'Rourke Engineering and Planning
Company Representative: Susan O'Rourke, P.E.
Address: 969 SW Federal Highway, Suite 402
City: Stuart, State: FL Zip: 34994
Phone: 561-350-8738 Email: seorourke@comcast.net

Architect (Name or Company): Pulte Group, Inc
Company Representative: Garrett Dinsmore
Address: 4400 PGA Blvd, Suite 700
City: Palm Beach Gardens, State: FL Zip: 33410
Phone: 304-290-6022 Email: garrett.dinsmore@pulte.com

Attorney (Name or Company): Fox McCluskey Bush Robinson
Company Representative: Tyson Waters
Address: 3473 SE Willoughby Blvd
City: Stuart, State: FL Zip: 34994
Phone: 772-287-4444 Email: twaters@foxmccluskey.com

Environmental Planner (Name or Company): EDC, Inc.
Company Representative: EDC, Inc.
Address: 10250 Village Parkeay, Suite 201
City: Port St Lucie, State: FL Zip: 34987
Phone: 772-223-5200 Email: tobyoverdorf@edc-inc.com

Other Professional (Name or Company): _____
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 check 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.

Applicant Signature

05-26-2021
Date

Daniel T. Sorrow
Printed Name

NOTARY ACKNOWLEDGMENT

STATE OF: Florida **COUNTY OF:** Palm Beach

I hereby certify that the foregoing instrument was acknowledged before me this 26th **day of** May **, 20** 21 **, by** Daniel Sorrow **.**

He or She ___ is personally known to me or ___ has produced N/A **as identification.**

Brittany Mullen
Notary Public Signature

Brittany Mullen
Printed name

STATE OF: Florida **at-large**

BRITTANY MULLEN
Notary Public - State of Florida
Commission # GG 359925
My Comm. Expires Nov 20, 2023
Bonded through National Notary Assn.

Martin County Development Review
Digital Submittal Affidavit

I, Daniel Sorrow, attest that the electronic version included for the project Highpointe Preliminary and Final 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.



Applicant Signature

05-26-2021

Date

Revised 10/9/2012

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**
Pulte Home Company, LLC, a Michigan limited liability company	3350 PEACHTREE ROAD NORTHEAST SUITE 150 ATLANTA, GA 30326

(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**
Pulte Home Company, LLC, a Michigan limited liability company	3350 PEACHTREE ROAD NORTHEAST SUITE 150 ATLANTA, GA 30326	SEE ATTACHED ATTACHMENT 6

(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
NONE		

(If more space is needed attach separate sheet)

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

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

(If more space is needed attach separate sheet)

- Status defined as:
  A = Approved

P = Pending
D = Denied
W = Withdrawn

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

FURTHER AFFIANT SAYETH NOT.

AFFIANT

STATE OF Florida
COUNTY OF Palm Beach

The foregoing Disclosure of Interest Affidavit was sworn to, affirmed and subscribed before me this 12th day of June 2019, by PATRICIA GONZALEZ, who is personally known to me or have produced _____ as identification.

Notary Public, State of Florida

(Notary Seal)

Print Name: Patricia Proenza

My Commission Expires: 7/19/21

PATRICIA PROENZA
MY COMMISSION # GG 126200
EXPIRES: July 19, 2021
Bonded Thru Notary Public Underwriters

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

Appendix
Article 10.2.B.3. Article 10, Development Review Procedures; Land Development Regulations; Martin County Code

10.2.B. Application submittal for development approval. Applications for development approval shall comply with the following described procedures:

1. Initiation. A development application shall be filed with the County Administrator by the owner or other person having a power of attorney from the owner to make the application.

2. Acceptance of the application. A development application will be received for processing on any working day.

3. Verification of property ownership. The documents required below are required prior to an application being determined complete. After the application is determined to be complete, the applicant has a continuing obligation to provide revised documents to reflect any changes to the information provided that may occur before and as of the date of the final public hearing or final action on the application.

a. Proof of ownership must be provided for any application for any type of development order. The applicant shall provide a copy of the recorded deed for the subject property, and shall certify any subsequent transfers of interests in the property. If the applicant is not the owner of record, the applicant is required to report its interest in the subject property.

b. The applicant must disclose the names and addresses of each and every natural person or entity with any legal or equitable interest in the property of the proposed development, including all individuals, children, firms, associations, joint adventures, partnerships, estates, trusts, business trusts, syndicates, fiduciaries, corporations, limited liability company, professional associations and all other groups or combinations.

c. For those entities that are a firm, association, joint adventure, partnership, estate, trust, business trust, syndicate, fiduciary, corporation, limited liability company, professional associations and all other groups or combinations thereof, every natural person or entity that enjoys a legal or equitable interest in property of the proposed development shall be disclosed including but not limited to any partners, members, shareholders, trustees, and stockholders.

d. The disclosure required in b. and c. above shall not apply to companies that are publicly traded and to consultants and contractors who may perform professional services or work related to the property.

e. In addition, the disclosure must include those having 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.

f. The applicant must list all other applications for which they have an interest as defined in subsection b. and c. above that is currently pending before Martin County. The list shall include any development applications, waiver applications, road opening applications, and lien reduction requests.

g. Any development order, including applications for Planned Unit Developments which was granted or approved based on false or incomplete disclosure will be presumed to have been fraudulently induced and will be deemed by the Martin County Board of County Commissioners to be void ab initio and set aside, repealed, or vacated.

ATTACHMENT B

Pulte Home Company, LLC, a Michigan limited liability company, is the wholly-owned home building subsidiary of PulteGroup, Inc., a Michigan corporation, which is a publicly-held holding company registered with the Federal Security Exchange Commission. Pulte's common stock is available for sale to the general public and trades on the New York Stock Exchange under the symbol "PHM". The beneficial interest in any entity registered with the Federal Securities Exchange Commission, whose interest is for sale to the general public, is exempt from the provisions of Section 286.23 F.S. and pursuant to section 10.2.B.3.d. of the Land Development Regulations, Martin County Code.

Cotleur & Hearing

LC26000535

LAND PLANNING + LANDSCAPE ARCHITECTURE + TRANSPORTATION

1934 COMMERCE LANE • SUITE 1
JUPITER, FLORIDA • 33458
561.747.6336 561.747.1377

March 28th, 2022
Pete Walden
Growth Management Department
2401 SE Monterey Rd
Stuart, FL 34996

Re: **C148-010; Highpointe PUD Phase 1 Plat Application Sign Posting Affidavit (FKA Pulte at Christ Fellowship)**

As required by the Martin County Land Development Review process, I certify the following:

1. Hemashree Dunakhe at Cotleur & Hearing has coordinated posting of public notice signage at the subject property.
2. All public notice signage complies with LDR procedures specified in Article 10, Section 10.6 of the Martin County Land Development Code. Photographs of the code compliant signage are attached herein.

Sincerely,

Daniel Sorrow
Cotleur & Hearing
1934 Commerce Lane, Suite 1
Jupiter, FL 33458

D. T. S. _____ 3.28.22

Signatory Authority _____ Date

DANIEL T. SORROW

Printed Name

STATE OF FLORIDA
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization this 28th day of March, 2022, by Daniel Sorrow who is personally known to me or has produced N/A as identification.

[NOTARIAL SEAL]

BRITTANY MULLEN
Notary Public - State of Florida
Commission # GG 359925
My Comm. Expires Nov 20, 2023
Bonded through National Notary Assn.

Brittany Mullen

NOTARY PUBLIC, State of Florida


NOTICE OF
PLAT
APPLICATION
PROJECT C148-010
HIGHPOINTE
FOR MORE INFORMATION VISIT THE
COUNTYS WEBSITE AT WWW.MARTINFL.US
OR CONTACT THE MARTIN COUNTY GROWTH
MANAGEMENT DEPT. COMPRHENSIVE
PLANNING DIVISION AT (772) 288-5495

BEFORE THE BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

RESOLUTION NUMBER _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARTIN COUNTY, FLORIDA, RESCINDING A 1925 DECLARATION OF A PUBLIC COUNTY ROAD

WHEREAS, on August 10, 1925, the Board of County Commissioners, pursuant to the Commission Records attached hereto as Exhibit "A", declared the following a public county road:

> "Beginning at a point in the center of the County road running North and south through Section Seventeen, Township Thirty nine south, Range Forty one east, midway between the northwest and the south west corner of Lot two, Section Seventeen, Township thirty nine, South of Range Forty one, East, thence east through the center of said lot two, thence east through the center of Lot one, Section seventeen, Township Thirty nine, south of Range Forty one East to the eastern boundary of said Lot one, a distance altogether of one half mile more or less, said lots one and two, being a subdivision of said Section seventeen according to recorded plat on file in the office of the Clerk of the Circuit Court of Palm Beach County, said road to be thirty feet wide."

and

WHEREAS, the right-of-way for the public county road described above was never dedicated to the County by the underlying landowner; the road has never been an open road in the County's road inventory; and there is no record or evidence in the official public records, either by deed or by plat, that the road ever existed.

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

The 1925 declaration of the following as a public open road is hereby rescinded and deemed null and void:

> "Beginning at a point in the center of the County road running North and south through Section Seventeen, Township Thirty nine south, Range Forty one east, midway between the northwest and the south west corner of Lot two, Section Seventeen, Township thirty nine, South of Range Forty one, East, thence east through the center of said lot two, thence east through the center of Lot one, Section seventeen, Township Thirty nine, south of Range Forty one East to the eastern boundary of said Lot one, a distance altogether of one half mile more or less, said lots one and two, being a subdivision of said Section seventeen according to recorded plat on file in the office of the Clerk of the Circuit Court of Palm Beach County, said road to be thirty feet wide."

DULY PASSED AND ADOPTED THIS _____ DAY OF _____, 2022.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

_____
Carolyn Timmann, Clerk of the
Circuit Court and Comptroller

_____
Doug Smith, Chairman

APPROVED AS TO FORM & LEGAL
SUFFICIENCY:

_____
Sarah W. Woods, County Attorney

Exhibit “A”

[*See attached*]

5 CM 1/5 5

MONDAY AUGUST 10th, 1925

Board of County Commissioners of Martin County, Fla., met in their first regular session August 10th, 1925 at the Court house, present, Commissioners H.N.Gaines, Chairman, Carroll Dunscombe, H.A.Eells, Sheriff B. H.Babcock, Clerk Bomeroy. Also Commissioners Warren Tilton and F.M.Powell who had not yet filed their commissions.

The Bond of Harley E. Sharpe as Notary Public was received and approved.

On motion of Commissioner Dunscombe, seconded by Commissioner Eells, William M.Smith was appointed Supervisor of Roads at a salary of One Hundred and [illegible] per month and seven cents per mile when inspecting roads, which motion was duly carried.

On motion of Commissioner Eells, seconded by Commissioner Dunscombe the salary of truck drivers was fixed at One Hundred and Twenty five dollars per month.

A motion was duly made, seconded and carried that the Supervisor of roads make an inspection trip on the road to Lake Okeechobee by Indian Town in connection with the repair of the road and bridges thereon with instructions to act.

The following road having been duly advertised according to law, in Palm Beach County, was declared a public county road by this Board;

Beginning at a point in the center of the County road running North and south through Section Seventeen, Township Thirty nine south, Range Forty one East, midway between the northwest and the south west corners of Lot two, Section Seventeen, Township thirty nine, South of Range Forty one, East thence east through the center of said lot two, thence East through the center of Lot One, Section Seventeen, Township Thirty nine, south of Range Forty one East to the eastern boundary of said Lot one, a distance altogether of one half mile more or less. said lots one and two, being a subdivision of said Section Seventeen according to recorded plat on file in the office of the Clerk of the Circuit Court of Palm Beach County. Said road to be thirty feet wide.

The following road having been duly advertised according to law in Palm Beach County was declared a public county road by this Board:

Beginning at a point in the center of St.Lucie Boulevard Road, in Section 2, Twp. 38 [illegible] East, on Government Lot 4, taking out a curve of said road for a distance of between three hundred or four hundred feet. Said road to be 60 feet wide. All of said change being located on property owned by Jesse Steele.

And to abandon and discontinue the old road as shown on plat attached to road petition and on file in Clerks office. The purpose of establishing the new road and abandoning the old road is to eliminate two dangerous curves.

The Manager of the Dixie Park Subdivision appeared before the Board petitioning for a railway crossing. On motion of Commissioner Eells, seconded by Carroll Dunscombe, the Board's attorney was instructed to take up this matter with the Railroad Company.

On motion of Commissioner Dunscombe seconded by Commissioner Eells, the city of Stuart was requested to fulfill its promise to give the old School house property to the County and to issue deed for same without any reversion proviso. The motion was carried unanimously.

W. H. Root was appointed County Surveyor at a salary of One dollar per year, this being the result of a motion by Commissioner Dunscombe, seconded by Commisioner Eells.

The Chairman appointed Commissioners Dunscombe, Eells and Tilton a Committee to interview the local banks in regard to buying Fifty Thousand Dollars worth of Time warrants to be issued by Martin County.

The Clerk was instructed to write Superintendent Blitch of the State Prison Farm at Raiford Fla. concerning cages for prisoners.

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 HIGHPOINTE PUD PHASE 1]

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

1. Christ Fellowship Church, Inc., submitted an application for plat approval for the Highpointe PUD Phase 1 project, located on lands legally described in Exhibit A, attached hereto.
2. This Board considered such application at a public meeting on April 19, 2022.
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 Highpointe PUD Phase 1 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, 2022.

ATTEST:

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

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

BY: _____
DOUG SMITH, CHAIRMAN

APPROVED AS TO FORM & LEGAL SUFFICIENCY:

BY: _____
KRISTA A. STOREY
SENIOR ASSISTANT COUNTY ATTORNEY

ATTACEMENTS:
Exhibit A, Legal Description
Exhibit B, Revised Final Site Plan

BCC MEETING DATE: April 19, 2022
AGENDA ITEM: PHQJ-1

MARTIN COUNTY, FLORIDA
SUPPLEMENTAL MEMORANDUM

TO: Honorable Members of the Board of County Commissioners
DATE: April 13, 2022

VIA: Taryn Kryzda
County Administrator

FROM: Peter Walden, AICP, Deputy Growth Management Director

REF: 22-0720
SUBJECT: REQUEST PLAT APPROVAL FOR HIGHPOINTE PUD PHASE 1 (C148-010)

Supplemental Includes:
Request to reschedule the plat approval request for Highpointe PUD Phase 1 to the May 3rd BCC meeting.

Reviewed by County Attorney's Office

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BCC MEETING DATE: May 3, 2022
AGENDA ITEM: DPQJ-2

MARTIN COUNTY, FLORIDA
SUPPLEMENTAL MEMORANDUM

TO: Honorable Members of the Board of County Commissioners
DATE: April 26, 2022

VIA: Taryn Kryzda
County Administrator

FROM: Peter Walden, AICP, Deputy Growth Management Director

REF: 22-0791
SUBJECT: **REQUEST PLAT APPROVAL FOR HIGHPOINTE PUD PHASE 1 (C148-010)**

The following items are attached:

- Staff report
- Plat
- Revised Final Site Plan
- Revised PAMP
- Draft Revised Contract for Required Improvements and Infrastructure
- Draft Revised Surety

TK/pw
Attachments

Reviewed by County Attorney's Office

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MARTIN COUNTY, FLORIDA
DEVELOPMENT REVIEW

STAFF REPORT

A. Application Information

HIGHPOINTE PUD
PHASE ONE PLAT

Applicant:	Pulte Group
Property Owner:	Christ Fellowship Church, Inc.
Agent for the Applicant:	Cotleur and Hearing, Daniel T. Sorrow, AICP
County Project Coordinator:	Peter Walden, AICP, Deputy Growth Management Director
Growth Management Director:	Paul Schilling
Project Number:	C148-010
Record Number:	DEV2021060005
Report Number:	2022_0426_C148-010_Staff_Final
Application Received:	06/11/2021
Transmitted:	06/11/2021
Staff Report:	07/22/2021
Resubmittal Received:	10/13/2021
Transmitted:	10/13/2021
Date of Report:	11/23/2021
Resubmittal Received:	01/17/2022
Transmitted:	01/19/2022
Date of report:	02/22/2022
Revised Report:	04/26/2022

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B. Project description and analysis

This is a request for Phase One plat approval for the Highpointe PUD (fka Pulte at Christ Fellowship). The final site plan for Phase One includes 94 single family lots and the associated infrastructure on approximately 175 acres of the 321 acre project. Phase One also includes the donated 20 acre site for Operation 300. The Highpointe project is located on the east side of SW Pratt Whitney Road approximately one mile east of SW Kanner Highway in Stuart. Included with the application is a request for a Certificate of Public Facilities Exemption.

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	Comply
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 Sjoholm	288-5909	Comply
K	Transportation	Lukas Lambert	221-2300	Comply
L	County Surveyor	Tom Walker	288-5928	Comply
M	Engineering	Clark Bridgeman	288-5416	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	Comply
P	Fire Prevention	Doug Killane	288-5633	Comply
P	Emergency Management	Sally Waite	219-4942	Comply
Q	ADA	Clark Bridgeman	288-5416	N/A
R	Health Department	Nicholas Clifton	221-4090	N/A
R	School Board	Kimberly Everman	223-3105	N/A
S	County Attorney	Krista Storey	288-5443	Review 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 is required to re-submit materials in response to the non-compliance findings within this report. Upon receipt, the re-submitted materials will be transmitted for review to the appropriate review agencies and individuals that participate in the County's review process. A revised staff report will be created once the next review cycle has been completed.

E. Location and site information

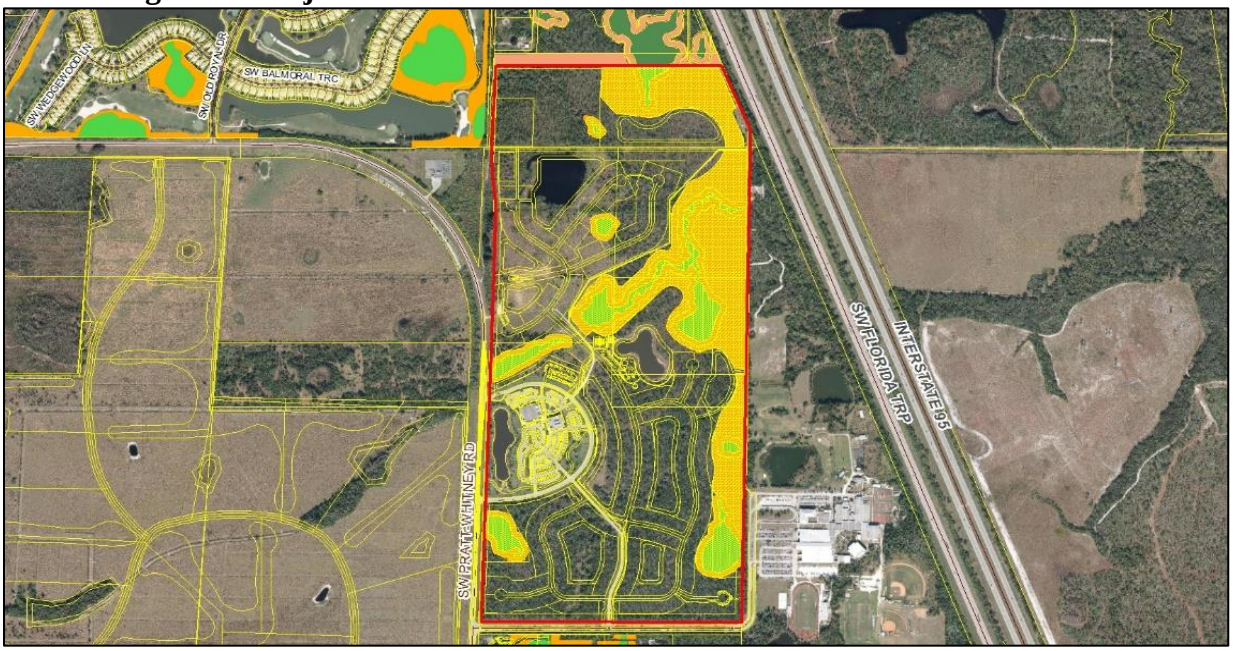
Parcel number(s) and address:
083941000015000209, 083941000015000300, 173941000001000004
173941000002000002, 173941000008000107, 173941000008000205
173941000007000109 10205 SW Pratt Whitney Rd

Existing Zoning:	RE-2A, Rural Estate District
Future land use:	Rural Density
Total Site Area:	321 acres

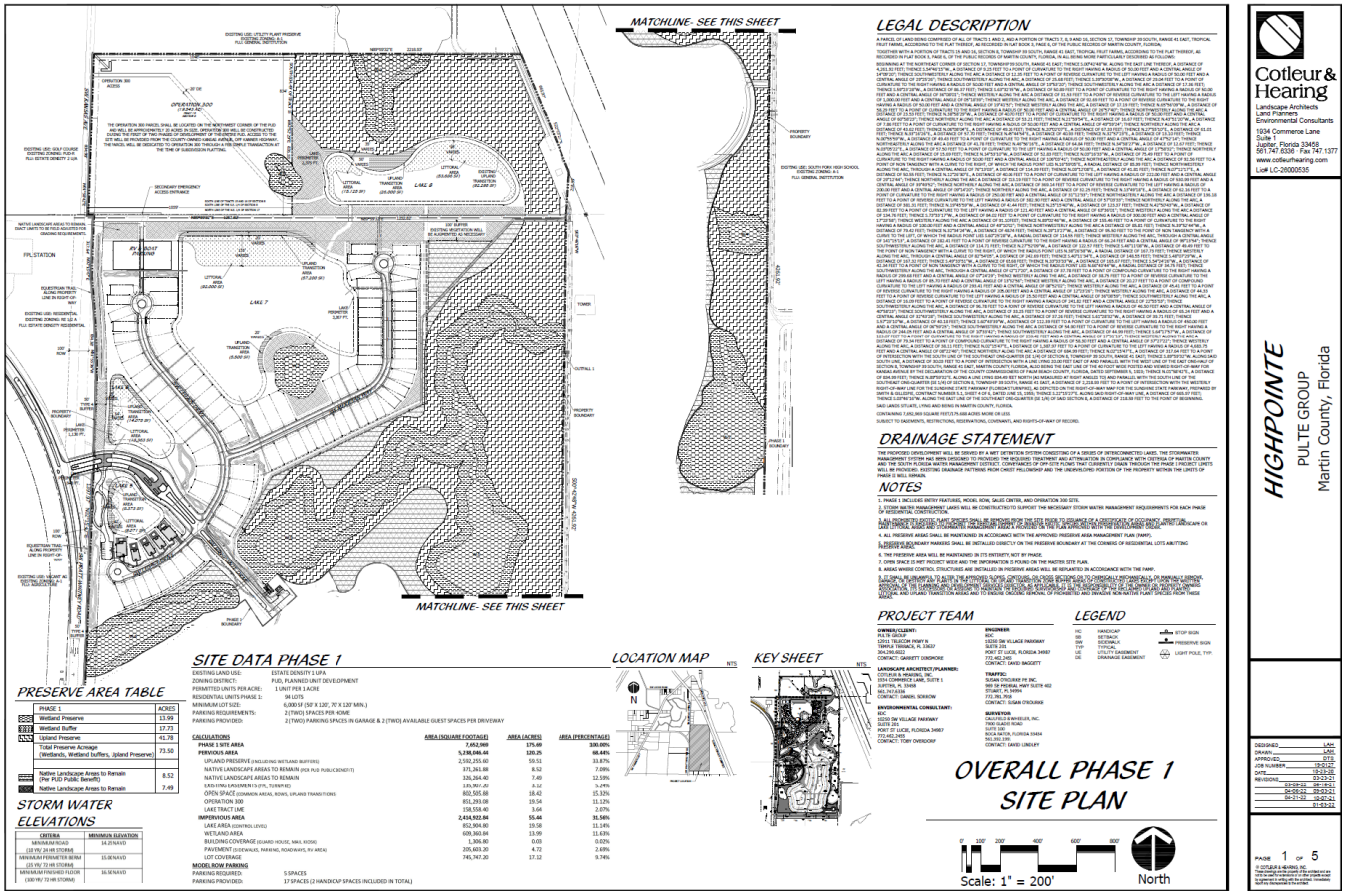
Figure 1: Location Map



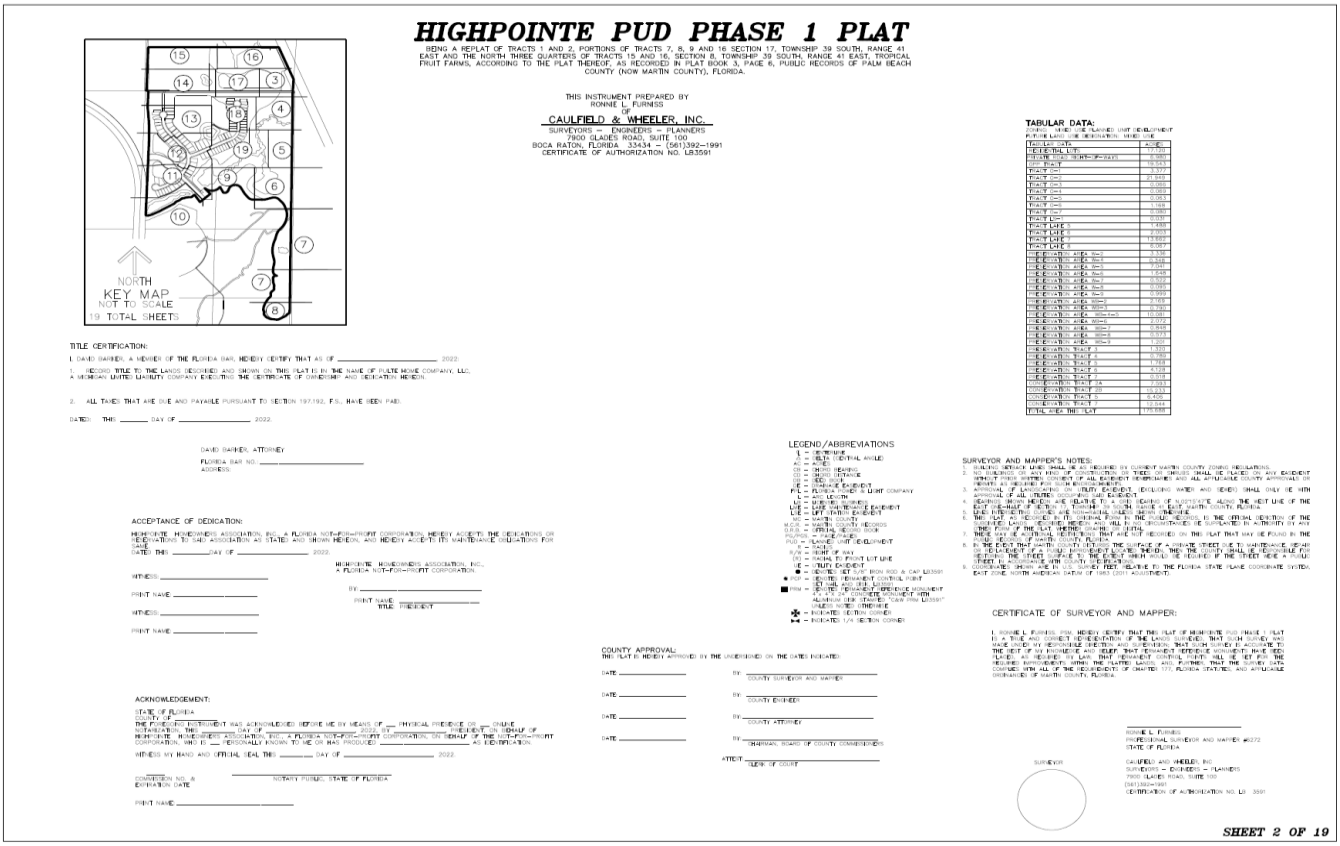
Figure 2: Subject Site 2019 Aerial with Site Plan Linework and Preserves



Phase 1 Final Site Plan



Phase 1 plat Page 2



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

Item #1:
Generic Comp Plan Compliance-GMD
This application cannot be deemed to be in compliance with the Martin County Comprehensive Growth Management Plan (CGMP) until the issues identified in this report have been satisfactorily resolved. Martin County, Fla., CGMP, § 1.3

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

Findings of Compliance:
Staff has reviewed this application for consistency with the LDR and code implementing Martin County Comprehensive Growth Management Plan goals, objectives and policies and the associated guidelines and standards. Staff finds that this development application is consistent with the applicable Land Development Regulations and recommends approval.

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

Commercial Design

Commercial design review is not applicable to a plat application.

Community Redevelopment Area

Community Redevelopment review is not applicable to a plat application.

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

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

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

Landscape

Finding of Compliance:

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]. The applicant has proposed construction of a 94 lot subdivision within this phase.

The plat documents are consistent with the approved final site plan and approved development order. The survey provides for required areas of landscape and buffering.

K. Determination of compliance with transportation 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.

L. Determination of compliance with county surveyor - Engineering Department

Findings of compliance:

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. (2021).

Electronic Files

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

O. Determination of compliance with utilities requirements - Utilities Department

Water and Wastewater

Utility Department staff have reviewed the plat application and find it to be in compliance with applicable regulations.

Wellfield and Groundwater Protection

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

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

Fire Prevention

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

Emergency Preparedness

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

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

Martin County Health Department

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

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 documents, executed where appropriate, to the Growth Management Department (GMD), including unpaid fees, within sixty (60) days of the final action granting approval.

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. Submit a copy of the Post Approval Requirements 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 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. Local, State, and Federal Permits

Approval of the development order is conditioned upon the applicant's submittal of all required applicable Local, State, and Federal Permits, to Martin County prior to scheduling the pre-construction meeting.

W. 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:

Fee type:	*Fee amount:*	*Fee payment:*	*Balance:*
Application review fees:	$13,800.00	$13,800.00	$0.00
Advertising fees*:	TBD		
Recording fees**:	TBD		

* Advertising fees will be determined once the ads have been placed and billed to the County.

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

X. General application information

Applicant: Christ Fellowship Church, Inc.
Leo Abdella
5343 Northlake Blvd.
Palm Beach Gardens, FL 33418
561-799-7600
leoa@sftoday.org

Owner: Christ Fellowship Church, Inc.
Leo Abdella
5343 Northlake Blvd.
Palm Beach Gardens, FL 33418
561-799-7600
leoa@sftoday.org

Agent: Cotleur and Hearing
Daniel T. Sorrow, AICP
1934 Commerce Ln, Suite 1
Jupiter, FL 33458
561-747-6336
dsorrow@cotleur-hearing.com

Surveyor: Caulfield and Wheeler, Inc.
David Lindley
7900 Glades Road #100
Boca Raton, FL

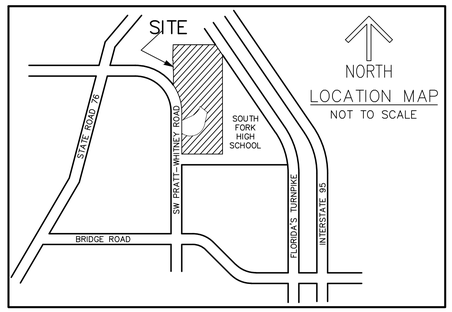
Y. Acronyms

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

Z. Attachments

HIGHPOINTE PUD PHASE 1 PLAT

BEING A REPLAT OF TRACTS 1 AND 2, PORTIONS OF TRACTS 7, 8, 9 AND 16 SECTION 17, TOWNSHIP 39 SOUTH, RANGE 41 EAST AND THE NORTH THREE QUARTERS OF TRACTS 15 AND 16, SECTION 8, TOWNSHIP 39 SOUTH, RANGE 41 EAST, TROPICAL FRUIT FARMS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGE 6, PUBLIC RECORDS OF PALM BEACH COUNTY (NOW MARTIN COUNTY), FLORIDA.



THIS INSTRUMENT PREPARED BY
RONNIE L. FURNISS
OF
CAULFIELD & WHEELER, INC.
SURVEYORS – ENGINEERS – PLANNERS
7900 GLADES ROAD, SUITE 100
BOCA RATON, FLORIDA 33434 – (561)392–1991
CERTIFICATE OF AUTHORIZATION NO. LB3591

DESCRIPTION:

A PARCEL OF LAND BEING COMPRISED OF ALL OF TRACTS 1 AND 2, AND A PORTION OF TRACTS 7, 8, 9 AND 16, SECTION 17, TOWNSHIP 39 SOUTH, RANGE 41 EAST, TROPICAL FRUIT FARMS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGE 6, OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA;

TOGETHER WITH A PORTION OF TRACTS 15 AND 16, SECTION 8, TOWNSHIP 39 SOUTH, RANGE 41 EAST, TROPICAL FRUIT FARMS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGE 6, OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA, IN ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SECTION 17, TOWNSHIP 39 SOUTH, RANGE 41 EAST; THENCE S.00°42'48"W. ALONG THE EAST LINE THEREOF, A DISTANCE OF 4,261.92 FEET; THENCE S.54°46'15"W., A DISTANCE OF 9.25 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 14°09'20"; THENCE SOUTHWESTERLY ALONG THE ARC A DISTANCE OF 12.35 FEET TO A POINT OF REVERSE CURVATURE TO THE LEFT HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 29°25'26"; THENCE SOUTHWESTERLY ALONG THE ARC, A DISTANCE OF 25.68 FEET; THENCE S.39°30'08"W., A DISTANCE OF 29.04 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 19°53'20"; THENCE SOUTHWESTERLY ALONG THE ARC A DISTANCE OF 17.36 FEET; THENCE S.59°23'28"W., A DISTANCE OF 86.37 FEET; THENCE S.63°32'35"W., A DISTANCE OF 50.89 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 36°08'01"; THENCE WESTERLY ALONG THE ARC A DISTANCE OF 31.53 FEET TO A POINT OF REVERSE CURVATURE TO THE LEFT HAVING A RADIUS OF 1,000.00 FEET AND A CENTRAL ANGLE OF 05°18'39"; THENCE WESTERLY ALONG THE ARC, A DISTANCE OF 92.69 FEET TO A POINT OF REVERSE CURVATURE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 19°41'53"; THENCE WESTERLY ALONG THE ARC, A DISTANCE OF 17.19 FEET; THENCE N.65°56'09"W., A DISTANCE OF 58.29 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 26°57'40"; THENCE NORTHWESTERLY ALONG THE ARC A DISTANCE OF 23.53 FEET; THENCE N.38°58'29"W., A DISTANCE OF 40.70 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 60°58'23"; THENCE NORTHERLY ALONG THE ARC A DISTANCE OF 53.21 FEET; THENCE N.21°59'54"E., A DISTANCE OF 17.30 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 58°43'47"; THENCE NORTHERLY ALONG THE ARC A DISTANCE OF 51.25 FEET; THENCE N.06°08'04"E., A DISTANCE OF 49.26 FEET; THENCE N.20°02'07"E., A DISTANCE OF 67.33 FEET; THENCE N.27°55'10"E., A DISTANCE OF 61.01 FEET; THENCE N.33°16'26"E., A DISTANCE OF 57.70 FEET; THENCE N.45°44'54"E., A DISTANCE OF 40.93 FEET; THENCE N.32°57'23"E., A DISTANCE OF 13.10 FEET; THENCE N.00°55'59"W., A DISTANCE OF 49.43 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 47°52'14"; THENCE NORTHEASTERLY ALONG THE ARC A DISTANCE OF 41.78 FEET; THENCE N.46°56'16"E., A DISTANCE OF 64.84 FEET; THENCE N.34°38'27"W., A DISTANCE OF 12.67 FEET; THENCE N.03°05'22"E., A DISTANCE OF 57.50 FEET TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 17°58'32"; THENCE NORTHERLY ALONG THE ARC A DISTANCE OF 15.69 FEET; THENCE N.14°53'10"W., A DISTANCE OF 52.83 FEET; THENCE N.03°16'33"W., A DISTANCE OF 75.49 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 111°22'20"; THENCE NORTHEASTERLY ALONG THE ARC A DISTANCE OF 97.19 FEET TO A POINT OF NON TANGENCY WITH A CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES N.16°59'05"E., A RADIAL DISTANCE OF 85.99 FEET; THENCE NORTHWESTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 79°18'17", A DISTANCE OF 119.02 FEET; THENCE N.03°12'08"E., A DISTANCE OF 41.81 FEET; THENCE N.07°12'17"E., A DISTANCE OF 50.55 FEET; THENCE N.12°26'30"E., A DISTANCE OF 40.06 FEET TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 222.00 FEET AND A CENTRAL ANGLE OF 29°12'44"; THENCE NORTHERLY ALONG THE ARC A DISTANCE OF 113.19 FEET TO A POINT OF REVERSE CURVATURE TO THE RIGHT HAVING A RADIUS OF 530.99 FEET AND A CENTRAL ANGLE OF 39°49'52"; THENCE NORTHERLY ALONG THE ARC, A DISTANCE OF 369.14 FEET TO A POINT OF REVERSE CURVATURE TO THE LEFT HAVING A RADIUS OF 200.00 FEET AND A CENTRAL ANGLE OF 09°14'20"; THENCE NORTHERLY ALONG THE ARC, A DISTANCE OF 32.25 FEET; THENCE N.13°49'18"E., A DISTANCE OF 62.16 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 250.00 FEET AND A CENTRAL ANGLE OF 31°12'33"; THENCE NORTHEASTERLY ALONG THE ARC A DISTANCE OF 136.18 FEET TO A POINT OF REVERSE CURVATURE TO THE LEFT HAVING A RADIUS OF 382.90 FEET AND A CENTRAL ANGLE OF 57°03'33"; THENCE NORTHERLY ALONG THE ARC, A DISTANCE OF 381.31 FEET; THENCE N.19°45'59"W., A DISTANCE OF 42.44 FEET; THENCE N.25°15'40"W., A DISTANCE OF 123.37 FEET; THENCE N.42°50'43"W., A DISTANCE OF 82.99 FEET TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 121.40 FEET AND A CENTRAL ANGLE OF 63°36'01"; THENCE WESTERLY ALONG THE ARC A DISTANCE OF 134.76 FEET; THENCE S.73°33'17"W., A DISTANCE OF 84.02 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 300.00 FEET AND A CENTRAL ANGLE OF 17°23'58"; THENCE WESTERLY ALONG THE ARC A DISTANCE OF 91.10 FEET; THENCE N.89°02'46"W., A DISTANCE OF 155.46 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 100.00 FEET AND A CENTRAL ANGLE OF 49°10'02"; THENCE NORTHWESTERLY ALONG THE ARC A DISTANCE OF 85.81 FEET; THENCE N.39°52'44"W., A DISTANCE OF 79.42 FEET; THENCE N.32°34'24"W., A DISTANCE OF 48.74 FEET; THENCE N.29°13'27"W., A DISTANCE OF 95.50 FEET TO THE POINT OF NON TANGENCY WITH A CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES S.60°25'28"W., A RADIAL DISTANCE OF 114.55 FEET; THENCE WESTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 141°15'28", A DISTANCE OF 282.42 FEET TO A POINT OF REVERSE CURVATURE TO THE RIGHT HAVING A RADIUS OF 66.24 FEET AND A CENTRAL ANGLE OF 99°13'27"; THENCE SOUTHWESTERLY ALONG THE ARC, A DISTANCE OF 114.71 FEET; THENCE N.27°52'09"W., A DISTANCE OF 122.57 FEET; THENCE S.46°11'08"W., A DISTANCE OF 49.49 FEET TO THE POINT OF NON TANGENCY WITH A CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES N.38°26'38"W., A RADIAL DISTANCE OF 167.73 FEET; THENCE WESTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 82°54'05", A DISTANCE OF 242.69 FEET; THENCE N.54°25'04"W., A DISTANCE OF 5.95 FEET; THENCE S.40°11'34"E., A DISTANCE OF 148.55 FEET; THENCE S.48°07'29"W., A DISTANCE OF 171.00 FEET; THENCE S.49°33'51"W., A DISTANCE OF 62.14 FEET; THENCE N.33°33'33"W., A DISTANCE OF 165.67 FEET; THENCE S.54°24'26"W., A DISTANCE OF 42.34 FEET TO A POINT OF NON TANGENCY WITH A CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES N.66°43'44"W., A RADIAL DISTANCE OF 34.75 FEET; THENCE SOUTHWESTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 62°17'20", A DISTANCE OF 37.78 FEET TO A POINT OF COMPOUND CURVATURE TO THE RIGHT HAVING A RADIUS OF 299.68 FEET AND A CENTRAL ANGLE OF 07°24'29"; THENCE WESTERLY ALONG THE ARC, A DISTANCE OF 38.75 FEET TO A POINT OF REVERSE CURVATURE TO THE LEFT HAVING A RADIUS OF 85.70 FEET AND A CENTRAL ANGLE OF 13°32'56"; THENCE WESTERLY ALONG THE ARC, A DISTANCE OF 20.27 FEET TO A POINT OF COMPOUND CURVATURE TO THE LEFT HAVING A RADIUS OF 293.41 FEET AND A CENTRAL ANGLE OF 08°52'02"; THENCE WESTERLY ALONG THE ARC, A DISTANCE OF 45.41 FEET TO A POINT OF REVERSE CURVATURE TO THE RIGHT HAVING A RADIUS OF 205.00 FEET AND A CENTRAL ANGLE OF 14°43'18"; THENCE WESTERLY ALONG THE ARC, A DISTANCE OF 52.67 FEET TO A POINT OF REVERSE CURVATURE TO THE RIGHT HAVING A RADIUS OF 241.82 FEET AND A CENTRAL ANGLE OF 24°55'28"; THENCE SOUTHWESTERLY ALONG THE ARC, A DISTANCE OF 105.19 FEET TO A POINT OF REVERSE CURVATURE TO THE LEFT HAVING A RADIUS OF 46.50 FEET AND A CENTRAL ANGLE OF 40°58'23"; THENCE SOUTHWESTERLY ALONG THE ARC, A DISTANCE OF 33.25 FEET TO A POINT OF REVERSE CURVATURE TO THE RIGHT HAVING A RADIUS OF 65.24 FEET AND A CENTRAL ANGLE OF 32°43'28"; THENCE SOUTHWESTERLY ALONG THE ARC, A DISTANCE OF 37.26 FEET; THENCE S.61°28'32"W., A DISTANCE OF 39.71 FEET; THENCE S.57°23'10"W., A DISTANCE OF 40.18 FEET; THENCE S.60°43'39"W., A DISTANCE OF 112.39 FEET TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 450.00 FEET AND A CENTRAL ANGLE OF 06°59'25"; THENCE SOUTHWESTERLY ALONG THE ARC A DISTANCE OF 54.90 FEET TO A POINT OF REVERSE CURVATURE TO THE RIGHT HAVING A RADIUS OF 244.05 FEET AND A CENTRAL ANGLE OF 10°33'42"; THENCE SOUTHWESTERLY ALONG THE ARC, A DISTANCE OF 44.99 FEET; THENCE S.64°17'57"W., A DISTANCE OF 123.07 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 259.42 FEET AND A CENTRAL ANGLE OF 17°31'19"; THENCE WESTERLY ALONG THE ARC A DISTANCE OF 79.34 FEET TO A POINT OF COMPOUND CURVATURE TO THE RIGHT HAVING A RADIUS OF 58.30 FEET AND A CENTRAL ANGLE OF 37°27'22"; THENCE WESTERLY ALONG THE ARC, A DISTANCE OF 38.11 FEET; THENCE N.02°15'47"E., A DISTANCE OF 1,387.97 FEET TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 4,683.75 FEET AND A CENTRAL ANGLE OF 08°22'46"; THENCE NORTHERLY ALONG THE ARC A DISTANCE OF 684.99 FEET; THENCE N.02°15'47"E., A DISTANCE OF 317.64 FEET TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF THE SOUTHEAST ONE–QUARTER (SE 1/4) OF SECTION 8, TOWNSHIP 39 SOUTH, RANGE 41 EAST; THENCE S.89°59'32"W. ALONG SAID SOUTH LINE, A DISTANCE OF 30.03 FEET TO A POINT OF INTERSECTION WITH A LINE LYING 20.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE EAST ONE–HALF OF SECTION 8, TOWNSHIP 39 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA, ALSO BEING THE EAST LINE OF THE 40 FOOT WIDE POSTED AND VIEWED RIGHT–OF–WAY FOR KANSAS AVENUE BY THE DECLARATION OF THE COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, DATED SEPTEMBER 5, 1923; THENCE N.01°58'42"E., A DISTANCE OF 834.99 FEET; THENCE N.89°59'32"E. ALONG A LINE LYING 834.49 FEET NORTH (AS MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHEAST ONE–QUARTER (SE 1/4) OF SECTION 8, TOWNSHIP 39 SOUTH, RANGE 41 EAST, A DISTANCE OF 2,218.93 FEET TO A POINT OF INTERSECTION WITH THE WESTERLY RIGHT–OF–WAY LINE FOR THE SUNSHINE STATE PARKWAY (FLORIDA'S TURNPIKE), AS DEPICTED ON THE RIGHT–OF–WAY MAP FOR THE SUNSHINE STATE PARKWAY, PREPARED BY SMITH & GILLESPIE, CONTRACT NUMBER 5.1, SHEET 4 OF 6, DATED JUNE 15, 1955; THENCE S.22°15'27"E. ALONG SAID RIGHT–OF–WAY LINE, A DISTANCE OF 665.97 FEET; THENCE S.03°46'16"W. ALONG THE EAST LINE OF THE SOUTHEAST ONE–QUARTER (SE 1/4) OF SAID SECTION 8, A DISTANCE OF 218.59 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN MARTIN COUNTY, FLORIDA.
CONTAINING 7,652,969 SQUARE FEET/175.688 ACRES MORE OR LESS.
SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS, AND RIGHTS–OF–WAY OF RECORD.

CERTIFICATE OF OWNERSHIP & DEDICATION:

PULTE HOME COMPANY, LLC, A MICHIGAN LIMITED LIABILITY COMPANY, BY AND THROUGH ITS UNDERSIGNED OFFICER, HEREBY CERTIFIES THAT IT IS THE OWNER OF THE PROPERTY DESCRIBED ON THE PLAT OF HIGHPOINTE PUD PHASE 1 AND HEREBY DEDICATES AS FOLLOWS:

1. THE STREETS AND RIGHTS–OF–WAY SHOWN ON THIS PLAT OF HIGHPOINTE PUD PHASE 1 AND DESIGNATED AS PRIVATE, ARE HEREBY DECLARED TO BE OPEN AND TO BE THE PROPERTY OF THE HIGHPOINTE PROPERTY OWNER'S ASSOCIATION, INC., (HEREINAFTER ASSOCIATION), AND THE PRIVATE STREETS AND RIGHTS–OF–WAY SHALL BE CONVEYED BY DEED TO THE ASSOCIATION, FOR ACCESS, THE ESTABLISHMENT AND MAINTENANCE OF REQUIRED STREET TREES, AND NON–EXCLUSIVE PUBLIC UTILITY PURPOSES (INCLUDING CATV), AND SHALL BE MAINTAINED, REPAIRED AND REPLACED 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 DESIGNATED AS SUCH ON THIS PLAT.
2. THE UTILITY EASEMENTS SHOWN ON THIS PLAT OF HIGHPOINTE PUD PHASE 1 MAY BE USED FOR UTILITY PURPOSES (INCLUDING CATV) 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. MARTIN COUNTY HAS REGULATORY AUTHORITY OVER, BUT SHALL BEAR NO RESPONSIBILITY, DUTY OR LIABILITY FOR, ANY UTILITY EASEMENTS DESIGNATED AS SUCH ON THIS PLAT
3. THE PRESERVATION AREAS, SHOWN ON THIS PLAT OF HIGHPOINTE PUD PHASE 1 ARE HEREBY DECLARED TO BE PROPERTY OF THE HIGHPOINTE PROPERTY OWNER'S ASSOCIATION, INC., (HEREINAFTER ASSOCIATION), AND ARE FURTHER DECLARED TO BE PRIVATE PRESERVATION 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 (PAMP) APPROVED BY MARTIN COUNTY. NO CONSTRUCTION IN, OR ALTERATION OR DESTRUCTION OF, THE PARCELS SHALL OCCUR, EXCEPT AS SPECIFIED WITHIN THE APPROVED PAMP. MARTIN COUNTY HAS REGULATORY AUTHORITY OVER, BUT SHALL BEAR NO RESPONSIBILITY, DUTY, OR LIABILITY FOR ANY PRESERVATION AREAS DESIGNATED AS SUCH ON THIS PLAT.
4. THE PRIVATE DRAINAGE EASEMENTS SHOWN ON THIS PLAT OF HIGHPOINTE PUD PHASE 1, AND DESIGNATED AS SUCH ON THE PLAT, ARE HEREBY DECLARED TO BE THE PROPERTY OF THE HIGHPOINTE PROPERTY OWNER'S ASSOCIATION, INC., (HEREINAFTER ASSOCIATION), AND SHALL BE CONVEYED BY DEED TO THE ASSOCIATION FOR DRAINAGE PURPOSES, AND ALL DRAINAGE FACILITIES LOCATED THEREIN SHALL BE MAINTAINED, REPAIRED AND REPLACED BY THE ASSOCIATION. MARTIN COUNTY HAS REGULATORY AUTHORITY OVER, BUT SHALL BEAR NO RESPONSIBILITY, DUTY, OR LIABILITY FOR, ANY PRIVATE DRAINAGE EASEMENTS DESIGNATED AS SUCH ON THIS PLAT.
5. TRACT LS–1 (LIFT STATION), AS SHOWN ON THE PLAT OF HIGHPOINTE PUD PHASE 1, IS HEREBY DEDICATED TO MARTIN COUNTY AS A PERMANENT, EXCLUSIVE EASEMENT FOR CONSTRUCTION, RECONSTRUCTION, REPLACEMENT, OPERATION, MAINTENANCE, AND REPAIR OF UTILITY RELATED EQUIPMENT, INCLUDING BUT NOT LIMITED TO LIFT STATION, PUMPS, PIPELINES, FENCES, STRUCTURES, AND POWER LINE HOOKUPS, AND FOR INGRESS AND EGRESS IN, UNDER, OVER, ACROSS, AND THROUGH TRACT LS–1 AS MAY BE REASONABLY NECESSARY FOR UTILITY LIFT STATION PURPOSES.
6. TRACTS LAKE 5, LAKE 6, LAKE 7 AND LAKE 8, (WATER MANAGEMENT TRACTS), THE LAKE MAINTENANCE EASEMENTS (LME) SHOWN ON THIS PLAT OF HIGHPOINTE PUD PHASE 1 SHALL BE CONVEYED BY DEED TO THE ASSOCIATION AND DECLARED TO BE PRIVATE WATER MANAGEMENT TRACTS FOR THE PURPOSES OF DRAINAGE, WATER RETENTION, WATER MANAGEMENT AND LAKE MANAGEMENT, AND SHALL BE MAINTAINED BY THE ASSOCIATION. MARTIN COUNTY HAS REGULATORY AUTHORITY OVER, BUT SHALL BEAR NO RESPONSIBILITY, DUTY OR LIABILITY FOR ANY WATER MANAGEMENT TRACTS DESIGNATED AS SUCH ON THIS PLAT.
7. TRACTS O–1 THRU O–7 (OPEN SPACE TRACTS) AS SHOWN ON THIS PLAT OF HIGHPOINTE PUD PHASE 1 ARE HEREBY DECLARED TO BE OPEN SPACE AREAS, AND ARE DEDICATED TO THE ASSOCIATION, WHICH SHALL BE CONVEYED BY DEED TO THE ASSOCIATION FOR OPEN SPACE, PEDESTRIAN ACCESS PURPOSES, AND SHALL BE MAINTAINED BY THE ASSOCIATION. EXISTING NATIVE VEGETATION AS SHOWN ON LANDSCAPE PLANS SHALL BE PRESERVED AND PROTECTED ON THESE TRACTS. MARTIN COUNTY HAS REGULATORY AUTHORITY OVER, BUT SHALL BEAR NO RESPONSIBILITY, DUTY OR LIABILITY FOR ANY OPEN SPACE TRACTS DESIGNATED AS SUCH ON THIS PLAT.
8. NOTWITHSTANDING THE OBLIGATION OF THE HIGHPOINTE PROPERTY OWNER'S ASSOCIATION (HEREINAFTER ASSOCIATION) OF MAINTENANCE, REPAIR AND REPLACEMENT AS TO THE PRIVATE DRAINAGE EASEMENTS AND/OR TRACTS SHOWN ON THIS PLAT, THERE IS HEREBY DEDICATED TO MARTIN COUNTY A NON–EXCLUSIVE, FLOW–THROUGH DRAINAGE EASEMENT AND REASONABLE RIGHT OF ACCESS TO ENSURE THE FREE FLOW OF WATER FOR GENERAL PUBLIC DRAINAGE PURPOSES OVER, THROUGH AND UNDER ALL PRIVATE DRAINAGE EASEMENTS AND/OR TRACTS SHOWN ON THIS PLAT IN THE EVENT THAT THE FREE FLOW OF WATER THROUGH THE ABOVE–DESCRIBED PRIVATE DRAINAGE EASEMENTS AND/OR TRACTS AND INTO THE PUBLIC DRAINAGE SYSTEM IS DISRUPTED OR PREVENTED, MARTIN COUNTY SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, OF REASONABLE ACCESS TO, AND ENTRY UPON, SUCH PRIVATE EASEMENTS AND/OR TRACTS AND ADJACENT LAND FOR THE PURPOSE OF PERFORMING FLOW–THROUGH DRAINAGE MAINTENANCE UPON THIRTY (30) DAYS PRIOR WRITTEN NOTICE TO THE ASSOCIATION; 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 WHICH POSES AN IMMEDIATE THREAT TO THE PUBLIC HEALTH, SAFETY AND WELFARE. WITHIN TEN (10) DAYS OF THE PERFORMANCE OF FLOW–THROUGH DRAINAGE MAINTENANCE BY MARTIN COUNTY, THE ASSOCIATION SHALL PAY TO THE COUNTY THE AMOUNT OF ALL COSTS (INCLUDING ADMINISTRATIVE COSTS) THEREBY INCURRED, AND THE AMOUNT OF SUCH COSTS WILL CONSTITUTE AN EQUITABLE OF SPECIAL ASSESSMENT LIEN, AS DETERMINED BY MARTIN COUNTY, ON ASSOCIATION PROPERTY, INCLUDING THE ABOVE–DESCRIBED EASEMENTS AND/OR TRACTS, AND THE LIEN MAY BE ENFORCED IN ACCORDANCE WITH APPLICABLE LAW.

SIGNED AND SEALED THIS ____ DAY OF _____ 2022, ON BEHALF OF SAID CORPORATION BY ITS VICE PRESIDENT AND ATTESTED TO BY ITS SECRETARY.

PULTE HOME COMPANY, LLC, A MICHIGAN LIMITED LIABILITY COMPANY.

BY: _____
NAME:
TITLE:

ATTEST:
_____
NAME:
CORPORATION SECRETARY

ACKNOWLEDGEMENT:

STATE OF FLORIDA
COUNTY OF _____

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF ___ PHYSICAL PRESENCE OR ___ ONLINE NOTARIZATION, THIS _____ DAY OF _____, 2022, BY PATRICK GONZALEZ, VICE PRESIDENT LAND – DEVELOPMENT, ON BEHALF OF PULTE HOME COMPANY, LLC, A MICHIGAN LIMITED LIABILITY COMPANY, ON BEHALF OF THE LIMITED LIABILITY COMPANY, WHO IS ___ PERSONALLY KNOWN TO ME OR HAS PRODUCED _____ AS IDENTIFICATION.

WITNESS MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, 2022.

_____ _____
COMMISSION NO. & EXPIRATION DATE — NOTARY PUBLIC, STATE OF FLORIDA

PRINT NAME: _____

PULTE HOME COMPANY

PULTE HOME COMPANY NOTARY

CLERK'S RECORDING CERTIFICATE

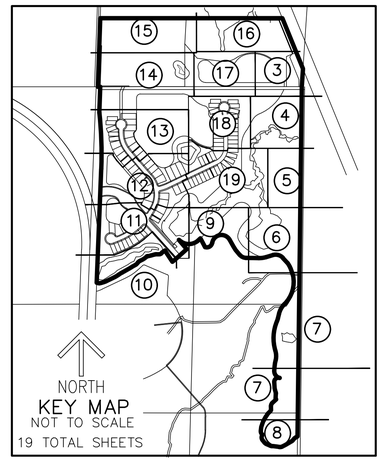
I, CAROLYN TIMMANN, CLERK OF THE CIRCUIT COURT OF MARTIN COUNTY, FLORIDA, HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN PLAT BOOK _____, PAGE _____, MARTIN COUNTY, FLORIDA, PUBLIC RECORDS, THIS ____ DAY OF _____, 2022.

_____
CIRCUIT COURT
MARTIN COUNTY, FLORIDA

BY: _____
DEPUTY CLERK
(CIRCUIT COURT SEAL)

FILE NO. _____

SUBDIVISION PARCEL CONTROL NO.



LEGEND/ABBREVIATIONS

℄ – CENTERLINE
Δ – DELTA (CENTRAL ANGLE)
AC – ACRES
CB – CHORD BEARING
CD – CHORD DISTANCE
DB – DEED BOOK
DE – DRAINAGE EASEMENT
FPL – FLORIDA POWER & LIGHT COMPANY
L – ARC LENGTH
LB – LICENSED BUSINESS
LME – LAKE MAINTENANCE EASEMENT
LSE – LIFT STATION EASEMENT
MC – MARTIN COUNTY
M.C.R. – MARTIN COUNTY RECORDS
O.R.B. – OFFICIAL RECORD BOOK
PG/PGS. – PAGE/PAGES
PUD – PLANNED UNIT DEVELOPMENT
R – RADIUS
R/W – RIGHT OF WAY
(R) – RADIAL TO FRONT LOT LINE
UE – UTILITY EASEMENT
● – DENOTES SET 5/8" IRON ROD & CAP LB3591
⊛ PCP – DENOTES PERMANENT CONTROL POINT SET NAIL AND DISK, LB3591
■ PRM – DENOTES PERMANENT REFERENCE MONUMENT 4"x 4"x 24" CONCRETE MONUMENT WITH ALUMINUM DISK STAMPED "C&W PRM LB3591" UNLESS NOTED OTHERWISE
✠ – INDICATES SECTION CORNER
⋈ – INDICATES 1/4 SECTION CORNER

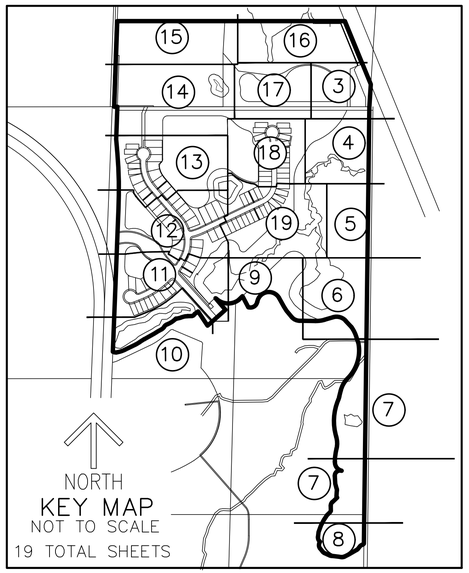
SURVEYOR AND MAPPER'S NOTES:

1. BUILDING SETBACK LINES SHALL BE AS REQUIRED BY CURRENT MARTIN COUNTY ZONING REGULATIONS.
2. NO BUILDINGS OR ANY KIND OF CONSTRUCTION OR TREES OR SHRUBS SHALL BE PLACED ON ANY EASEMENT WITHOUT PRIOR WRITTEN CONSENT OF ALL EASEMENT BENEFICIARIES AND ALL APPLICABLE COUNTY APPROVALS OR PERMITS AS REQUIRED FOR SUCH ENCROACHMENTS.
3. APPROVAL OF LANDSCAPING ON UTILITY EASEMENT, (EXCLUDING WATER AND SEWER) SHALL ONLY BE WITH APPROVAL OF ALL UTILITIES OCCUPYING SAID EASEMENT.
4. BEARINGS SHOWN HEREON ARE RELATIVE TO A GRID BEARING OF N.02°15'47"E. ALONG THE WEST LINE OF THE EAST ONE–HALF OF SECTION 17, TOWNSHIP 39 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA.
5. LINES INTERSECTING CURVES ARE NON–RADIAL UNLESS SHOWN OTHERWISE.
6. THIS PLAT, AS RECORDED IN ITS ORIGINAL FORM IN THE PUBLIC RECORDS, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREON AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER FORM OF THE PLAT, WHETHER GRAPHIC OR DIGITAL.
7. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.
8. IN THE EVENT THAT MARTIN COUNTY DISTURBS 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 TO THE EXTENT WHICH WOULD BE REQUIRED IF THE STREET WERE A PUBLIC STREET, IN ACCORDANCE WITH COUNTY SPECIFICATIONS.
9. COORDINATES SHOWN ARE IN U.S. SURVEY FEET, RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 (2011 ADJUSTMENT).

SHEET 1 OF 19

HIGHPOINTE PUD PHASE 1 PLAT

BEING A REPLAT OF TRACTS 1 AND 2, PORTIONS OF TRACTS 7, 8, 9 AND 16 SECTION 17, TOWNSHIP 39 SOUTH, RANGE 41 EAST AND THE NORTH THREE QUARTERS OF TRACTS 15 AND 16, SECTION 8, TOWNSHIP 39 SOUTH, RANGE 41 EAST, TROPICAL FRUIT FARMS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGE 6, PUBLIC RECORDS OF PALM BEACH COUNTY (NOW MARTIN COUNTY), FLORIDA.



THIS INSTRUMENT PREPARED BY
RONNIE L. FURNISS
OF
CAULFIELD & WHEELER, INC.
SURVEYORS – ENGINEERS – PLANNERS
7900 GLADES ROAD, SUITE 100
BOCA RATON, FLORIDA 33434 – (561)392–1991
CERTIFICATE OF AUTHORIZATION NO. LB3591

TABULAR DATA:

ZONING: MIXED USE PLANNED UNIT DEVELOPMENT
FUTURE LAND USE DESIGNATION: MIXED USE

TABULAR DATA	ACRES
RESIDENTIAL LOTS	17.120
PRIVATE ROAD RIGHT–OF–WAYS	6.980
OPP TRACT	19.543
TRACT O–1	3.377
TRACT O–2	21.949
TRACT O–3	0.066
TRACT O–4	0.069
TRACT O–5	0.063
TRACT O–6	1.168
TRACT O–7	0.080
TRACT LS–1	0.031
TRACT LAKE 5	1.488
TRACT LAKE 6	2.003
TRACT LAKE 7	13.662
TRACT LAKE 8	6.067
PRESERVATION AREA W–2	3.336
PRESERVATION AREA W–4	0.348
PRESERVATION AREA W–5	7.041
PRESERVATION AREA W–6	1.648
PRESERVATION AREA W–7	0.522
PRESERVATION AREA W–8	0.095
PRESERVATION AREA W–9	0.999
PRESERVATION AREA WB–2	2.169
PRESERVATION AREA WB–3	0.790
PRESERVATION AREA WB–4–5	10.081
PRESERVATION AREA WB–6	2.072
PRESERVATION AREA WB–7	0.848
PRESERVATION AREA WB–8	0.573
PRESERVATION AREA WB–9	1.201
PRESERVATION TRACT 3	1.320
PRESERVATION TRACT 4	0.789
PRESERVATION TRACT 5	1.768
PRESERVATION TRACT 6	4.128
PRESERVATION TRACT 7	0.518
CONSERVATION TRACT 2A	7.593
CONSERVATION TRACT 2B	15.233
CONSERVATION TRACT 5	6.406
CONSERVATION TRACT 7	12.544
TOTAL AREA THIS PLAT	175.688

TITLE CERTIFICATION:

I, DAVID BARKER, A MEMBER OF THE FLORIDA BAR, HEREBY CERTIFY THAT AS OF _____, 2022:

1. RECORD TITLE TO THE LANDS DESCRIBED AND SHOWN ON THIS PLAT IS IN THE NAME OF PULTE HOME COMPANY, LLC, A MICHIGAN LIMITED LIABILITY COMPANY EXECUTING THE CERTIFICATE OF OWNERSHIP AND DEDICATION HEREON.

2. ALL TAXES THAT ARE DUE AND PAYABLE PURSUANT TO SECTION 197.192, F.S., HAVE BEEN PAID.

DATED: THIS _____ DAY OF _____, 2022.

DAVID BARKER, ATTORNEY

FLORIDA BAR NO.: _____,
ADDRESS:

ACCEPTANCE OF DEDICATION:

HIGHPOINTE HOMEOWNERS ASSOCIATION, INC., A FLORIDA NOT–FOR–PROFIT CORPORATION, HEREBY ACCEPTS THE DEDICATIONS OR RESERVATIONS TO SAID ASSOCIATION AS STATED AND SHOWN HEREON, AND HEREBY ACCEPTS ITS MAINTENANCE OBLIGATIONS FOR SAME.
DATED THIS _____DAY OF _____, 2022.

HIGHPOINTE HOMEOWNERS ASSOCIATION, INC.,
A FLORIDA NOT–FOR–PROFIT CORPORATION.

WITNESS: _____

BY: _____

PRINT NAME: _____

PRINT NAME: _____
TITLE: PRESIDENT

WITNESS: _____

PRINT NAME: _____

ACKNOWLEDGEMENT:

STATE OF FLORIDA
COUNTY OF _____
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF __ PHYSICAL PRESENCE OR __ ONLINE NOTARIZATION, THIS _____ DAY OF _____, 2022, BY _____, PRESIDENT, ON BEHALF OF HIGHPOINTE HOMEOWNERS ASSOCIATION, INC., A FLORIDA NOT–FOR–PROFIT CORPORATION, ON BEHALF OF THE NOT–FOR–PROFIT CORPORATION, WHO IS __ PERSONALLY KNOWN TO ME OR HAS PRODUCED _____ AS IDENTIFICATION.

WITNESS MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, 2022.

_____ _____
COMMISSION NO. & EXPIRATION DATE — NOTARY PUBLIC, STATE OF FLORIDA

PRINT NAME: _____

LEGEND/ABBREVIATIONS

- ℄ – CENTERLINE
- Δ – DELTA (CENTRAL ANGLE)
- AC – ACRES
- CB – CHORD BEARING
- CD – CHORD DISTANCE
- DB – DEED BOOK
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- FPL – FLORIDA POWER & LIGHT COMPANY
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- LB – LICENSED BUSINESS
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- ● – DENOTES SET 5/8" IRON ROD & CAP LB3591
- ◉ PCP – DENOTES PERMANENT CONTROL POINT SET NAIL AND DISK, LB3591
- ■ PRM – DENOTES PERMANENT REFERENCE MONUMENT 4"x 4"X 24" CONCRETE MONUMENT WITH ALUMINUM DISK STAMPED "C&W PRM LB3591" UNLESS NOTED OTHERWISE
- ✠ – INDICATES SECTION CORNER
- ⧓ – INDICATES 1/4 SECTION CORNER

COUNTY APPROVAL:

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

DATE: _____ BY: _____
COUNTY SURVEYOR AND MAPPER

DATE: _____ BY: _____
COUNTY ENGINEER

DATE: _____ BY: _____
COUNTY ATTORNEY

DATE: _____ BY: _____
CHAIRMAN, BOARD OF COUNTY COMMISSIONERS

ATTEST: _____
CLERK OF COURT

SURVEYOR AND MAPPER'S NOTES:

1. BUILDING SETBACK LINES SHALL BE AS REQUIRED BY CURRENT MARTIN COUNTY ZONING REGULATIONS.
2. NO BUILDINGS OR ANY KIND OF CONSTRUCTION OR TREES OR SHRUBS SHALL BE PLACED ON ANY EASEMENT WITHOUT PRIOR WRITTEN CONSENT OF ALL EASEMENT BENEFICIARIES AND ALL APPLICABLE COUNTY APPROVALS OR PERMITS AS REQUIRED FOR SUCH ENCROACHMENTS.
3. APPROVAL OF LANDSCAPING ON UTILITY EASEMENT, (EXCLUDING WATER AND SEWER) SHALL ONLY BE WITH APPROVAL OF ALL UTILITIES OCCUPYING SAID EASEMENT.
4. BEARINGS SHOWN HEREON ARE RELATIVE TO A GRID BEARING OF N.02°15'47"E. ALONG THE WEST LINE OF THE EAST ONE–HALF OF SECTION 17, TOWNSHIP 39 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA.
5. LINES INTERSECTING CURVES ARE NON–RADIAL UNLESS SHOWN OTHERWISE.
6. THIS PLAT, AS RECORDED IN ITS ORIGINAL FORM IN THE PUBLIC RECORDS, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREON AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER FORM OF THE PLAT, WHETHER GRAPHIC OR DIGITAL.
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9. COORDINATES SHOWN ARE IN U.S. SURVEY FEET, RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 (2011 ADJUSTMENT).

CERTIFICATE OF SURVEYOR AND MAPPER:

I, RONNIE L. FURNISS. PSM, HEREBY CERTIFY THAT THIS PLAT OF HIGHPOINTE PUD PHASE 1 PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED, THAT SUCH SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION 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 WILL BE SET FOR THE REQUIRED IMPROVEMENTS WITHIN THE PLATTED LANDS; AND, FURTHER, THAT THE SURVEY DATA COMPLIES WITH ALL OF THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AND APPLICABLE ORDINANCES OF MARTIN COUNTY, FLORIDA.

_____
RONNIE L. FURNISS
PROFESSIONAL SURVEYOR AND MAPPER #6272
STATE OF FLORIDA

CAULFIELD AND WHEELER, INC
SURVEYORS – ENGINEERS – PLANNERS
7900 GLADES ROAD, SUITE 100
(561)392–1991
CERTIFICATION OF AUTHORIZATION NO. LB 3591

SURVEYOR

HIGHPOINTE PUD PHASE 1 PLAT

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NORTH

GRAPHIC SCALE

40 0 20 40 80

(IN FEET)

1 INCH = 40 FEET

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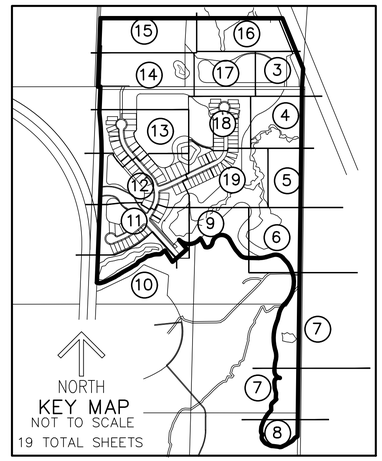

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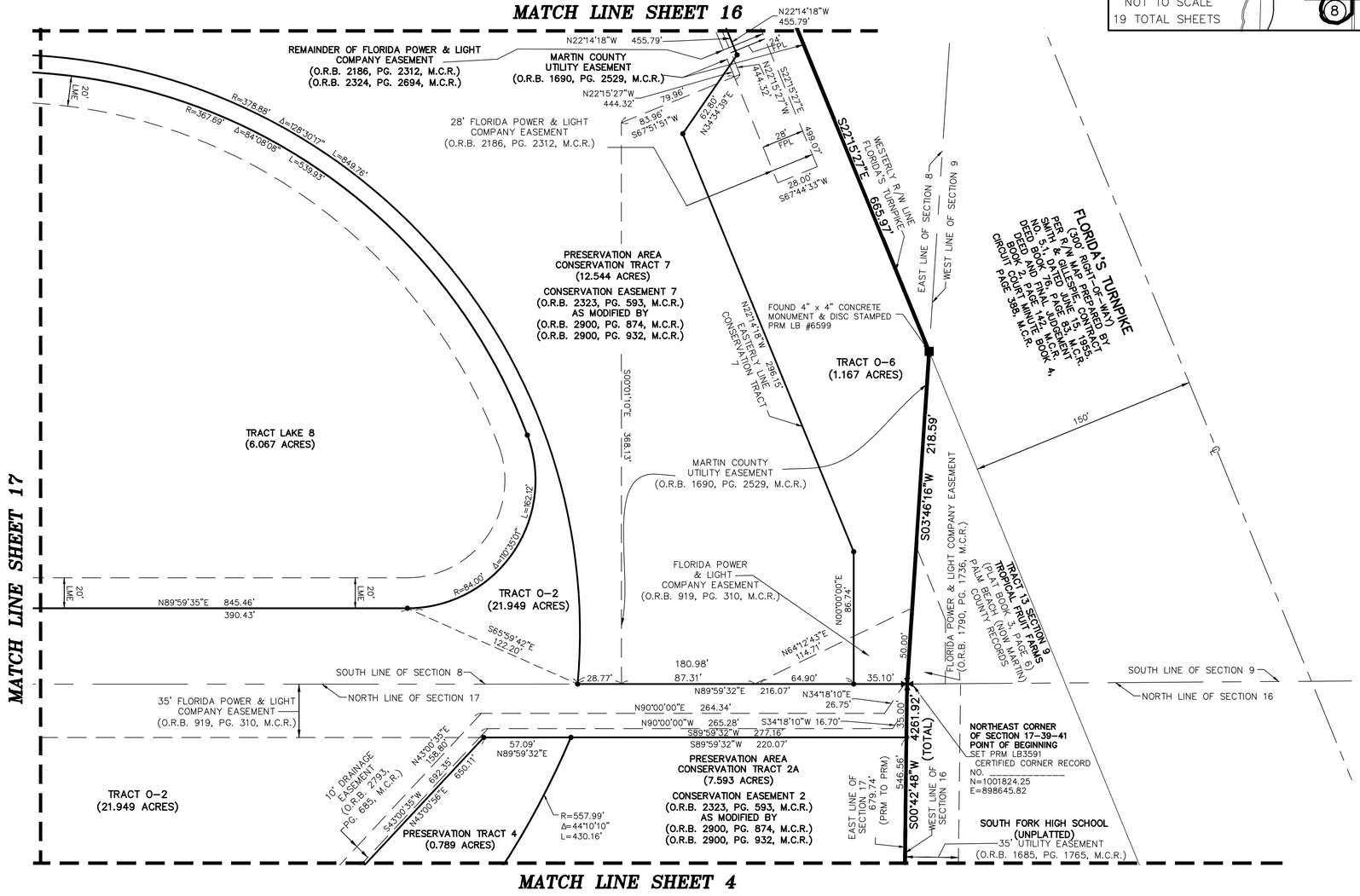

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NORTH

GRAPHIC SCALE
40 0 20 40 80
(IN FEET)
1 INCH = 40 FEET

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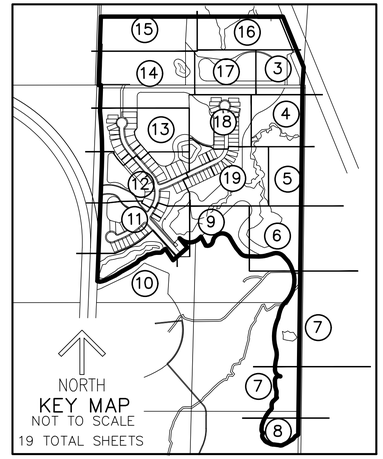

MATCH LINE SHEET 17

MATCH LINE SHEET 3

MATCH LINE SHEET 18

MATCH LINE SHEET 19

MATCH LINE SHEET 5

TRACT O–2
(21.949 ACRES)
326.57'
N89°59'50"W

PRESERVATION TRACT 3
(1.320 ACRES)

PRESERVATION TRACT 4
(0.789 ACRES)

TRACT O–2
S43°50'35"W 692.35'
N43°00'56"E 650.11'
R=557.09' Δ=44°10'05" L=430.16'

10' DRAINAGE EASEMENT
(O.R.B. 279, PG. 685, M.C.R.)

N43°00'56"E
481.49'

R=175.00'
Δ=38°00'53"
L=116.11'

S29°06'32"W
103.85'

S45°48'59"E
139.54'

PRESERVATION AREA
CONSERVATION TRACT 2A
(7.593 ACRES)

CONSERVATION EASEMENT 2
(O.R.B. 2323, PG. 593, M.C.R.)
AS MODIFIED BY
(O.R.B. 2900, PG. 874, M.C.R.)
(O.R.B. 2900, PG. 932, M.C.R.)

EAST LINE OF SECTION 17
WEST LINE OF SECTION 16

546.56'

35' UTILITY EASEMENT
(O.R.B. 1685, PG. 1765, M.C.R.)

SOUTH FORK HIGH SCHOOL
(UNPLATTED)

4261.92'
(TOTAL)

S00°42'48"W

679.74' (PRM TO PRM)

97.45'

SET PRM, NAIL AND DISC
LB 3591

0.73'
SOUTH
TO PRM
FROM NE
CORNER
CONSERVATION
TRACT 2B

SET PRM

1580.48' TOTAL
TRACT 2B
1660.03'
(PRM TO PRM)

PRESERVATION AREA
W–5

PRESERVATION AREA
WB–4–5

PRESERVATION AREA
WB–4–5
(10.081 ACRES)

PRESERVATION AREA
W–4

PRESERVATION AREA
CONSERVATION TRACT 2B
(15.233 ACRES)

CONSERVATION EASEMENT 2
(O.R.B. 2323, PG. 593, M.C.R.)
AS MODIFIED BY
(O.R.B. 2900, PG. 874, M.C.R.)
(O.R.B. 2900, PG. 932, M.C.R.)

R=50.00' Δ=54°38'54" L=47.69'
40.26' N84°01'34"W
R=50.00' Δ=40°25'06" L=35.27'
49.72' N43°36'28"W
R=50.00' Δ=4°52'42" L=4.26'
R=50.00' Δ=18°27'05" L=16.10'
17.86' N57°10'51"W
R=50.00' Δ=18°45'09" L=16.36'
N38°25'42"W 31.34'
S74°22'28"W 21.29'
R=50.00' Δ=6°30'41" L=5.68'
N79°42'27"W 5.32'
S48°43'15"E 50.31'
N41°19'32"E 60.55'
S09°24'15"E 16.01'
N41°19'32"E 36.84'
S84°01'35"E 40.26'
S43°36'28"E 49.47'
S39°52'07"E 17.51'
S57°10'52"E 33.08'
S38°25'43"E 17.54'
N07°34'56"W 4.78'
S07°34'57"E 358.41'
S86°22'34"W 9.63'
S85°04'52"W 2.26'
R=50.00' Δ=36°46'45" L=32.10'
37.47' S83°47'10"W
N09°24'16"W 39.46'
N86°22'33"E 37.88'
N69°03'29"E 27.48'
S69°37'12"W 34.29'
N09°13'52"W 50.49'
S18°20'06"E 44.77'
N83°20'43"W 27.79'
N27°48'12"W 36.89'
N09°55'10"W 30.68'
S55°45'29"W 39.90'
S50°08'51"W 5.25'
61.97' S47°00'25"W
17.88' S47°08'51"W
31.94' S53°09'21"W
N47°00'24"E 62.08'
N47°08'22"E 23.13'
N53°09'20"E 39.53'
S61°48'27"W 30.65'
47.10' S68°28'32"W
26.98' N05°15'55"W
40.62' N72°52'12"W
32.36' S22°39'28"W
S15°11'27"E 39.11'
S54°22'12"W 39.04'
N55°55'11"E 39.90'
N00°06'52"E 21.99'
N60°56'13"W 18.41'
32.99' S77°24'29"W
N13°38'20"E 28.52'
S19°30'15"W 26.42'
S67°48'22"W 22.69'
N81°33'58"E 59.95'
N77°15'24"E 27.42'
N22°39'28"E 26.15'
16.22' N72°52'11"W
R=50.00' Δ=87°37'33" L=76.47'
R=50.00' Δ=54°35'56" L=47.65'
16.16' S23°18'54"W
R=50.00' Δ=105°37'16" L=92.17'
N23°18'53"E 38.63'
14.19' S60°36'06"E
62.02' N82°18'23"W
S77°15'24"E 32.22'
S53°52'59"W 23.50'
N19°45'06"W 35.00'
N55°27'20"W
S33°02'23"E 40.27'
S73°11'46"E 32.83'
33.89' S79°42'27"E
N74°22'28"E 33.32'
R=50.00' Δ=37°37'44" L=32.84'
33.57' S88°45'04"W
R=62.93' Δ=51°59'51" L=57.11'
10.82' N73°11'45"W
12.89' S51°07'20"W
N88°45'04"E 33.57'
N51°07'20"E 35.77'
S38°42'26"E 23.89'
S61°36'48"W 54.90'
S63°52'24"W 19.81'
23.21' S72°18'24"W
29.36' N88°17'20"W
R=50.00' Δ=46°06'24" L=40.24'
57.05' S49°22'25"W
S63°52'25"E 24.83'
3.03' N88°17'20"W
N49°22'25"E 18.33'
R=50.00' Δ=42°20'15" L=36.95'
56.88' N82°18'22"W
S19°30'15"E 17.43'
S19°30'06"E 13.02'
S55°27'20"E 51.19'
R=50.00' Δ=75°10'15" L=65.60'
S06°03'40"W 29.84'
50.26' S74°02'21"W
N67°48'22"E 15.22'
33.65' N06°03'40"E
S74°02'21"W 36.44'
40.21' N18°40'30"E
N05°51'24"W 41.44'
35.92' S19°22'38"W
S52°31'45"E 30.49'
S14°10'04"E 20.28'
S14°10'03"E 25.63'

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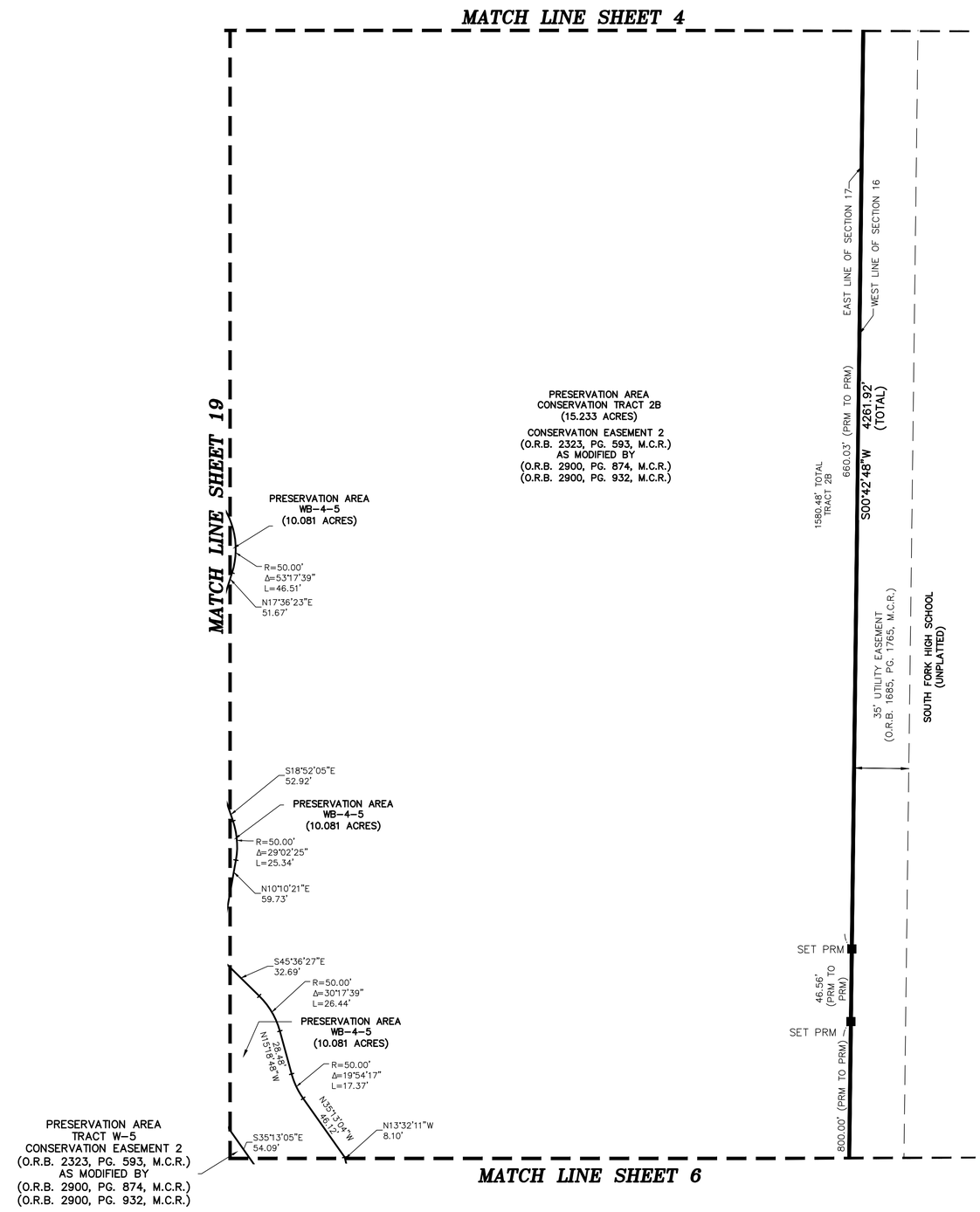

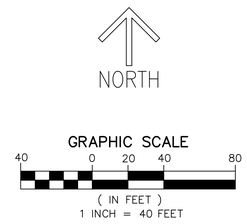

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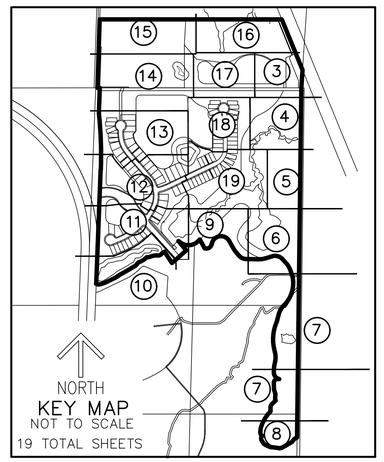

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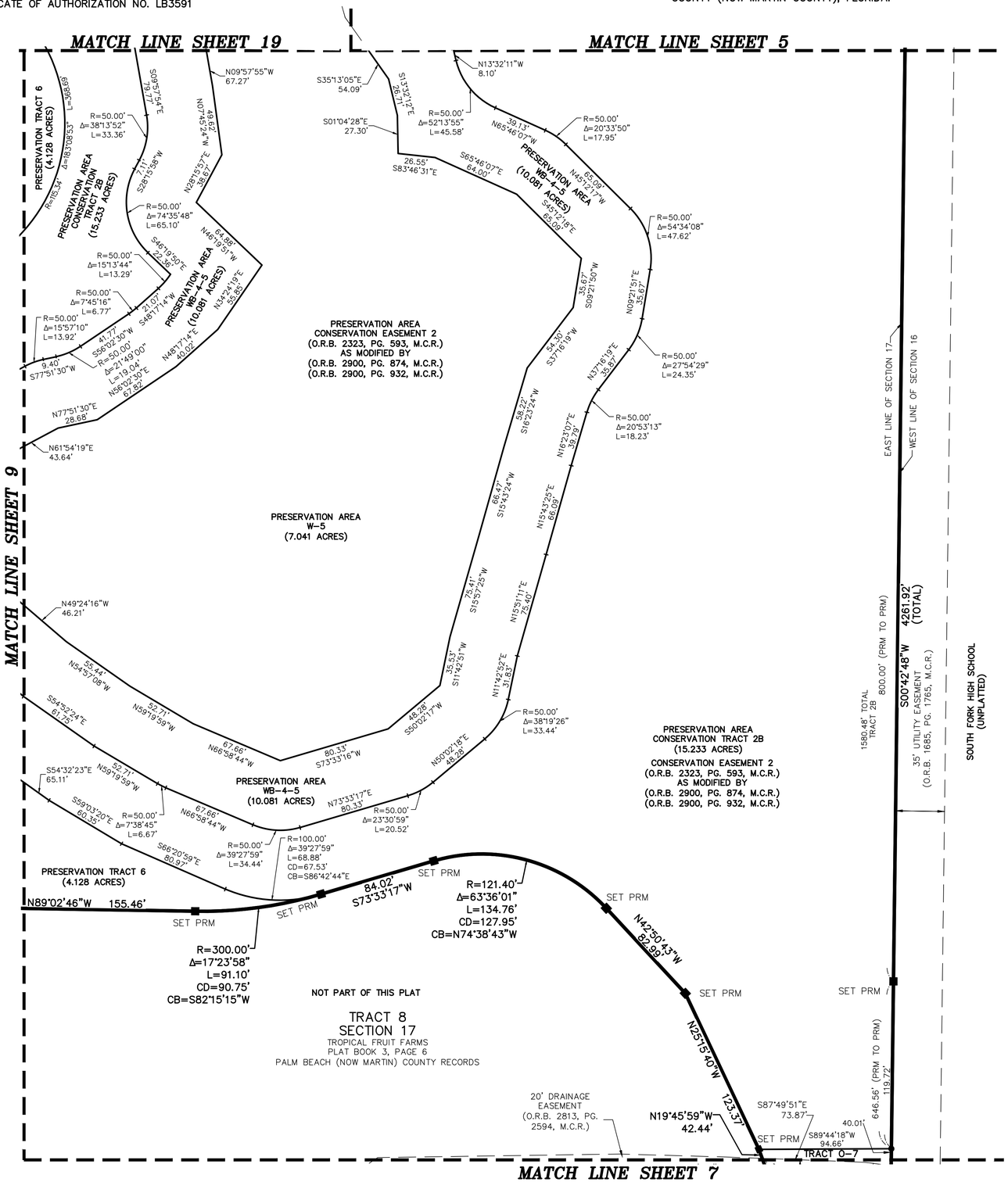

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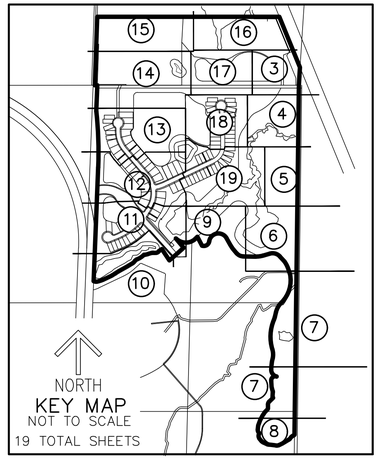

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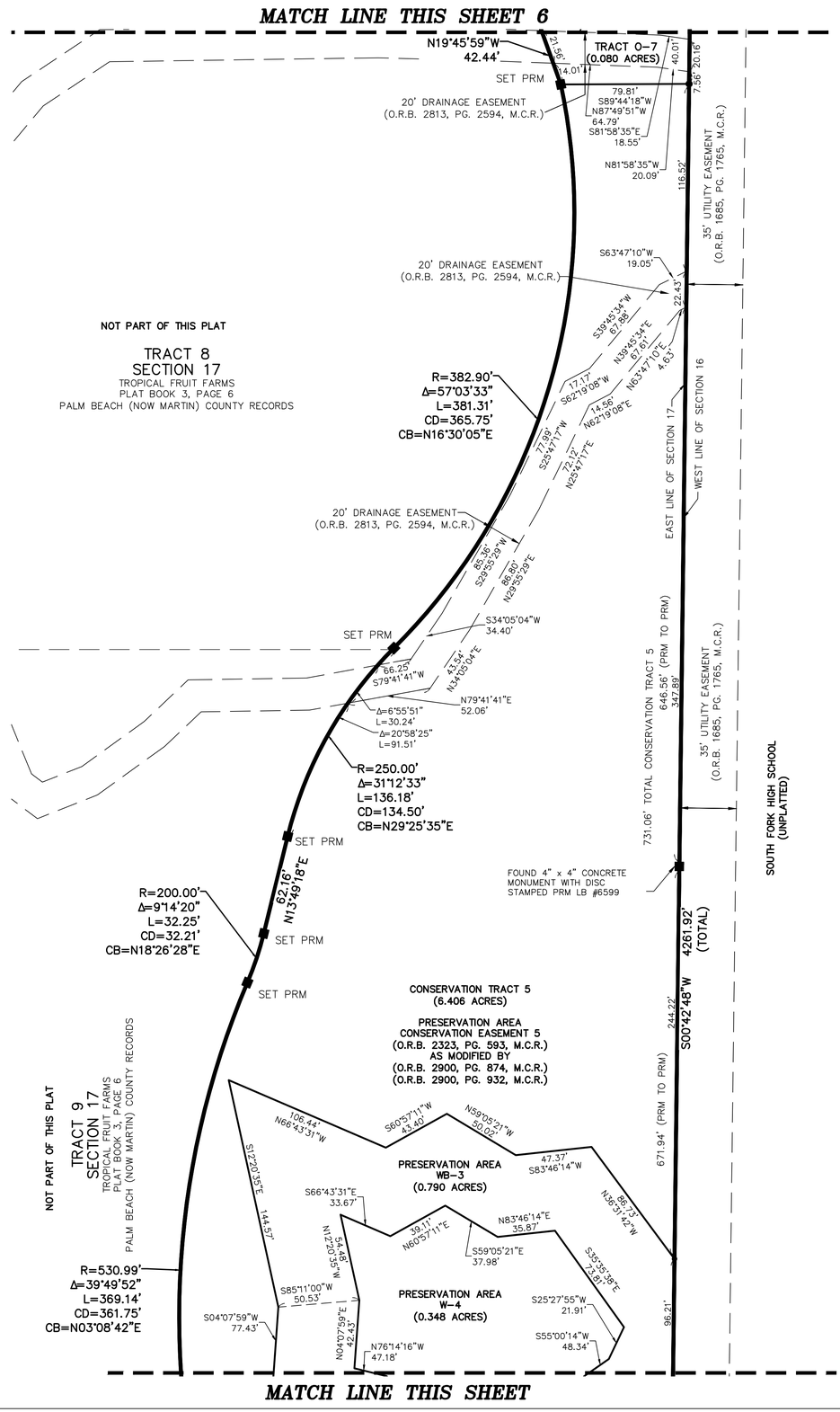

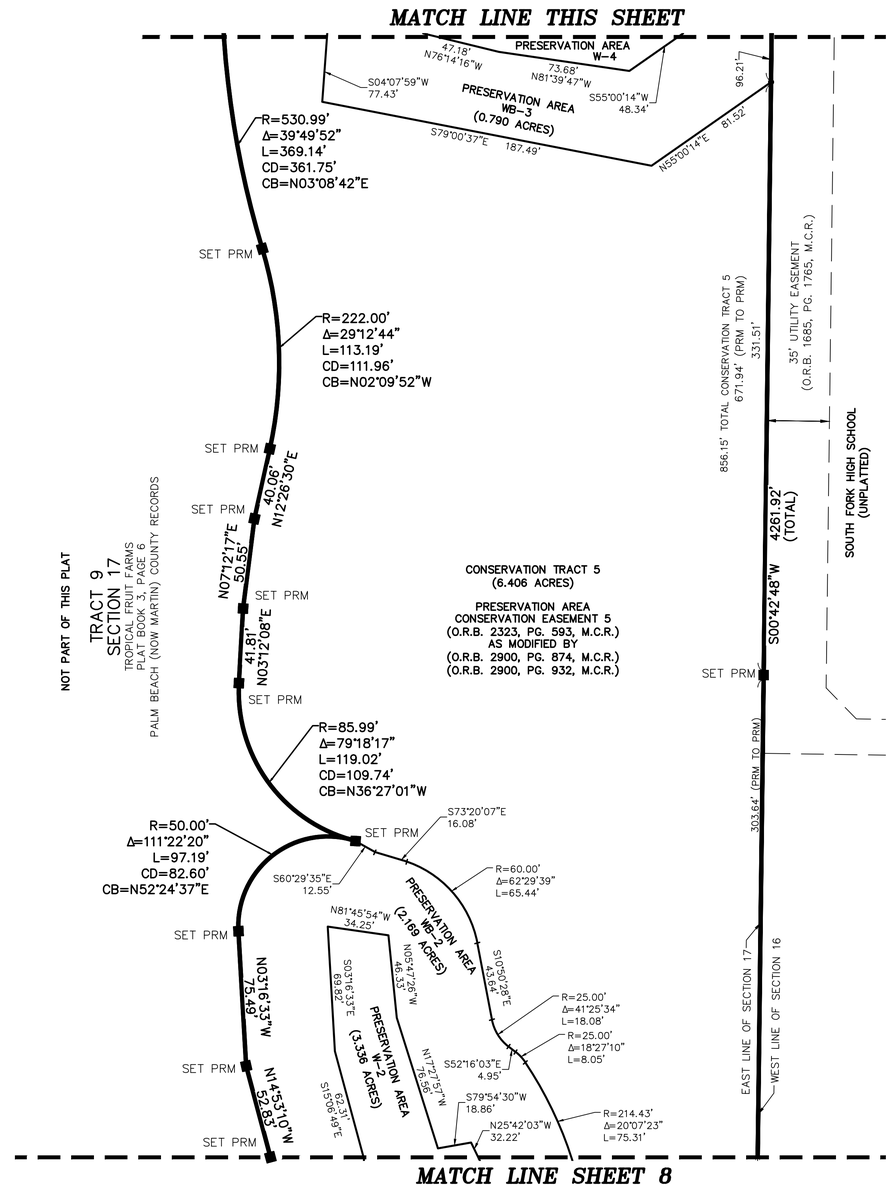

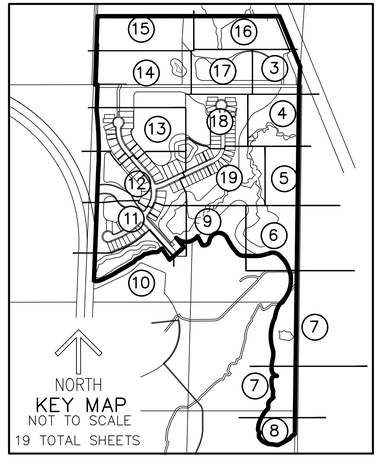

SHEET 7 OF 19

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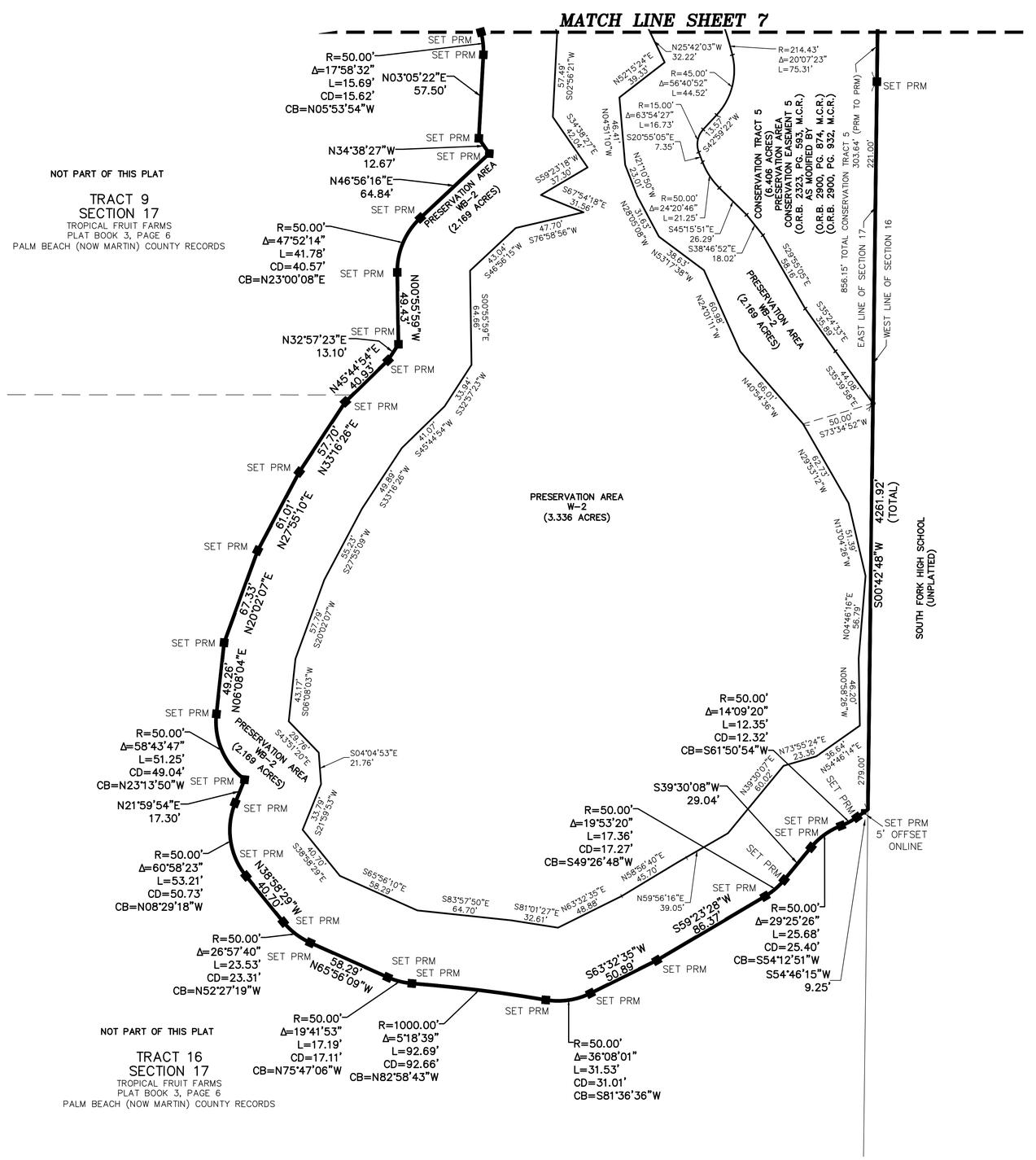

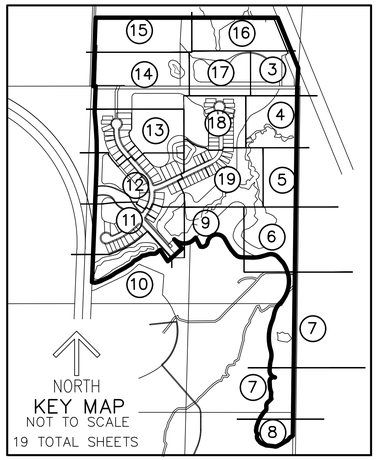

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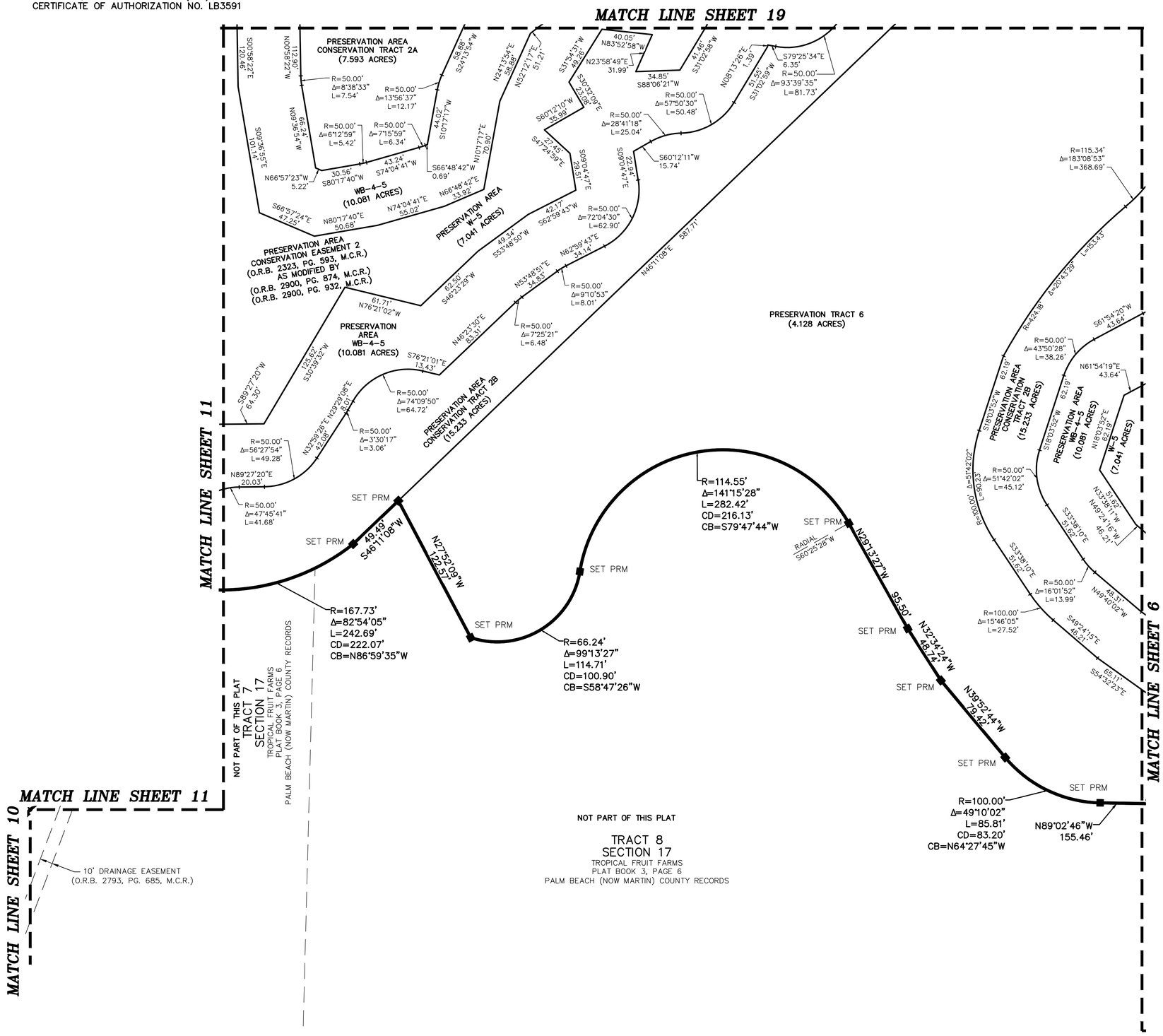

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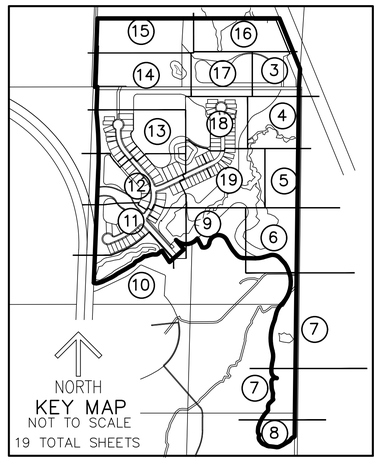

HIGHPOINTE PUD PHASE 1 PLAT

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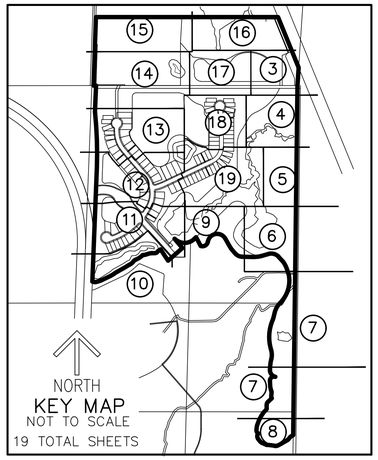

THIS INSTRUMENT PREPARED BY
RONNIE L. FURNISS
OF
CAULFIELD & WHEELER, INC.
SURVEYORS – ENGINEERS – PLANNERS
7900 GLADES ROAD, SUITE 100
BOCA RATON, FLORIDA 33434 – (561)392-1991
CERTIFICATE OF AUTHORIZATION NO. LB3591

NORTH

GRAPHIC SCALE
40 0 20 40 80
(IN FEET)
1 INCH = 40 FEET

LEGEND/ABBREVIATIONS

- ℄ – CENTERLINE
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- ⋈ – INDICATES 1/4 SECTION CORNER

MATCH LINE SHEET 11

MATCH LINE SHEET 9

TRACT O-1
(3.377 ACRES)

PRESERVATION TRACT 7
(0.518 ACRES)

PRESERVATION AREA
CONSERVATION EASEMENT 1
(O.R.B. 2323, PG. 593, M.C.R.)
AS MODIFIED BY
(O.R.B. 2900, PG. 874, M.C.R.)
(O.R.B. 2900, PG. 932, M.C.R.)

PRESERVATION AREA
W-6
(1.648 ACRES)

PRESERVATION AREA
WB-6
(2.072 ACRES)

20' DRAINAGE EASEMENT
(O.R.B. 2654, PG. 1005, M.C.R.)

10' DRAINAGE EASEMENT
(O.R.B. 2793, PG. 685, M.C.R.)

SW PRATT-WHITNEY ROAD
200' RIGHT-OF-WAY
(O.R.B. 111, PAGE 546, M.C.R.)
(O.R.B. 111, PAGE 551, M.C.R.)
(O.R.B. 111, PAGE 556, M.C.R.)
(O.R.B. 201, PG. 474, M.C.R.)
(O.R.B. 201, PG. 460, M.C.R.)
(ROAD PLAT BOOK 9, PAGE 5, M.C.R.)

WEST LINE OF THE EAST 1/2 OF SECTION 17-39-41 (BEARING BASIS)

N02°15'47"E 5304.71'

SOUTHWEST CORNER OF THE SOUTHEAST ONE-QUARTER OF SECTION 17-39-41
FOUND 5/8" IRON ROD IN 4" X 4" CONCRETE MONUMENT (NO I.D.)
REFERENCE CERTIFIED CORNER RECORD NO. 072998

NOT PART OF THIS PLAT

TRACT 7
SECTION 17
TROPICAL FRUIT FARMS
PLAT BOOK 3, PAGE 6
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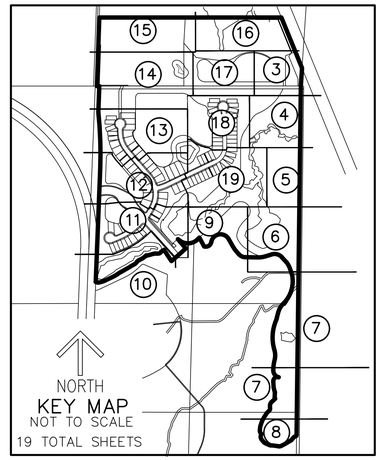

MATCH LINE SHEET 12

MATCH LINE SHEET 10

MATCH LINE SHEET 9

SW PRATT–WHITNEY ROAD
200' RIGHT–OF–WAY
(O.R.B. 111, PAGE 546, M.C.R.)
(O.R.B. 111, PAGE 551, M.C.R.)
(O.R.B. 111, PAGE 556, M.C.R.)
(O.R.B. 201, PG. 474, M.C.R.)
(O.R.B. 201, PG. 460, M.C.R.)
(ROAD PLAT BOOK 9, PAGE 5, M.C.R.)

(NOT INCLUDED)
(D.B. 42, PG. 524, M.C.R.)
(O.R.B. 111, PG. 546, M.C.R.)
(D.B. 42, PG. 517, M.C.R.)

(TOTAL) 1387.97'
N02°15'47"E 1387.97'
587.97' (PRM TO PRM)
253.19'
864.08' TOTAL TRACT O–1
SET PRM
5304.71'
WEST LINE OF THE EAST 1/2 OF SECTION 17–39–41 (BEARING BASIS)
800.00' (PRM TO PRM)
269.13'
326.76'
100'

TRACT LAKE 5
(1.488 ACRES)

TRACT O–1
(3.377 ACRES)

TRACT O–2
(21.949 ACRES)

SW LEGACY DRIVE
(PRIVATE ROAD)
(6.98 ACRES)

SW HIGHPOINTE DRIVE
(PRIVATE ROAD)
(6.980 ACRES)

1	0.147 AC
2	0.143 AC
3	0.145 AC
4	0.151 AC
5	0.151 AC
6	0.216 AC
7	0.219 AC
8	0.140 AC
9	0.229 AC
10	0.272 AC
11	0.182 AC
12	0.182 AC
13	0.232 AC
92	0.236 AC
93	0.204 AC
94	0.144 AC

PRESERVATION AREA CONSERVATION TRACT 5 (7.583 ACRES)
PRESERVATION AREA CONSERVATION EASEMENT 2 (O.R.B. 2323, PG. 593, M.C.R.) AS MODIFIED BY (O.R.B. 2900, PG. 874, M.C.R.) (O.R.B. 2900, PG. 932, M.C.R.)
PRESERVATION AREA WB–4–5 (10.081 ACRES)
PRESERVATION AREA W–5 (7.041 ACRES)
PRESERVATION AREA CONSERVATION TRACT 2B (0.041 ACRES)
LS–1
10' DRAINAGE EASEMENT (O.R.B. 2793, PG. 685, M.C.R.)
20' DRAINAGE EASEMENT (O.R.B. 2694, PG. 1005, M.C.R.)

SET PRM
SEE DETAIL

N54°25'04"W 5.95'
S40°11'34"E 148.55'

DETAIL, NOT TO SCALE

NOT PART OF THIS PLAT

TRACT 7
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TROPICAL FRUIT FARMS
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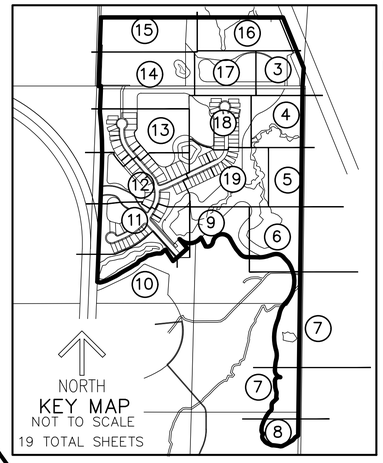

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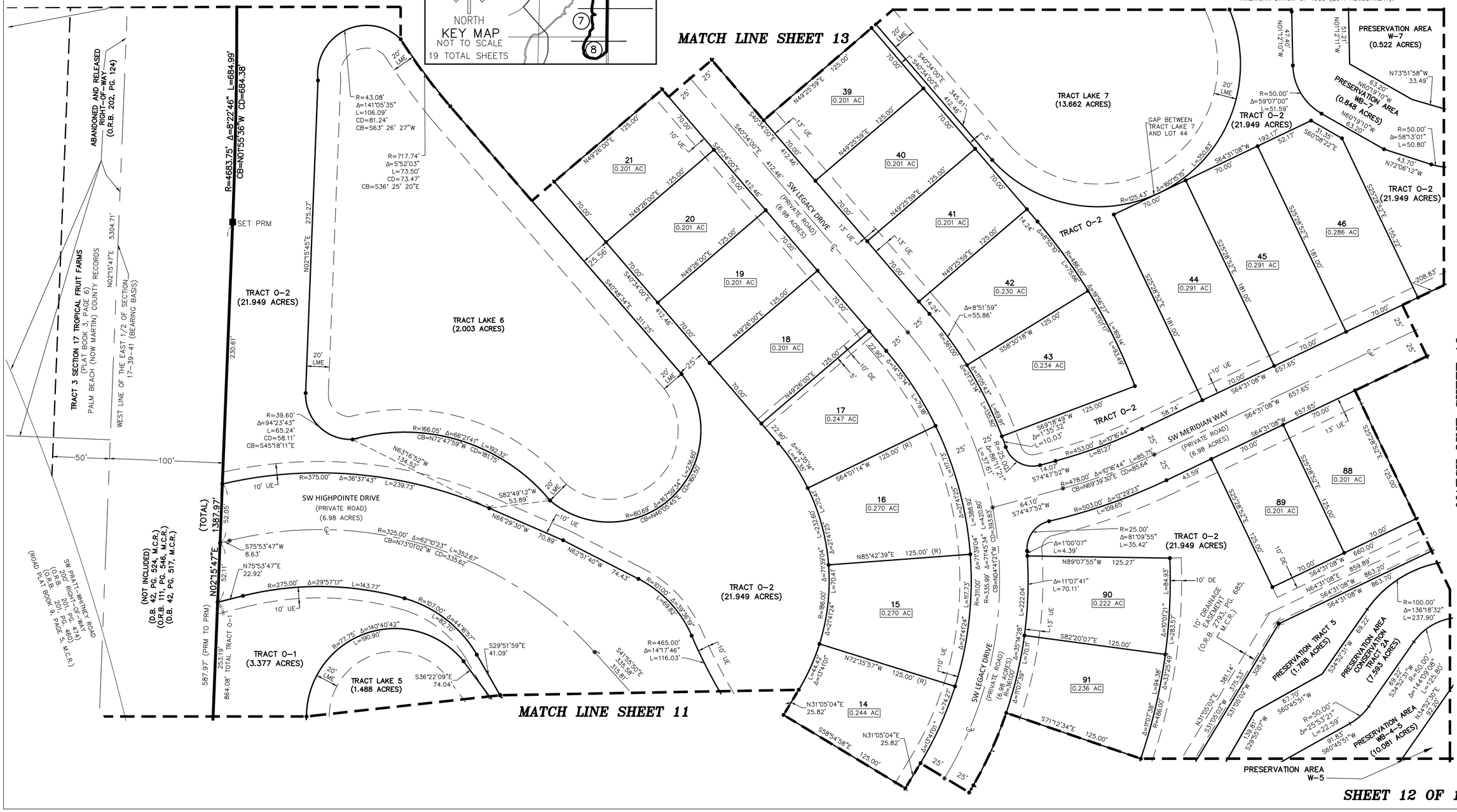

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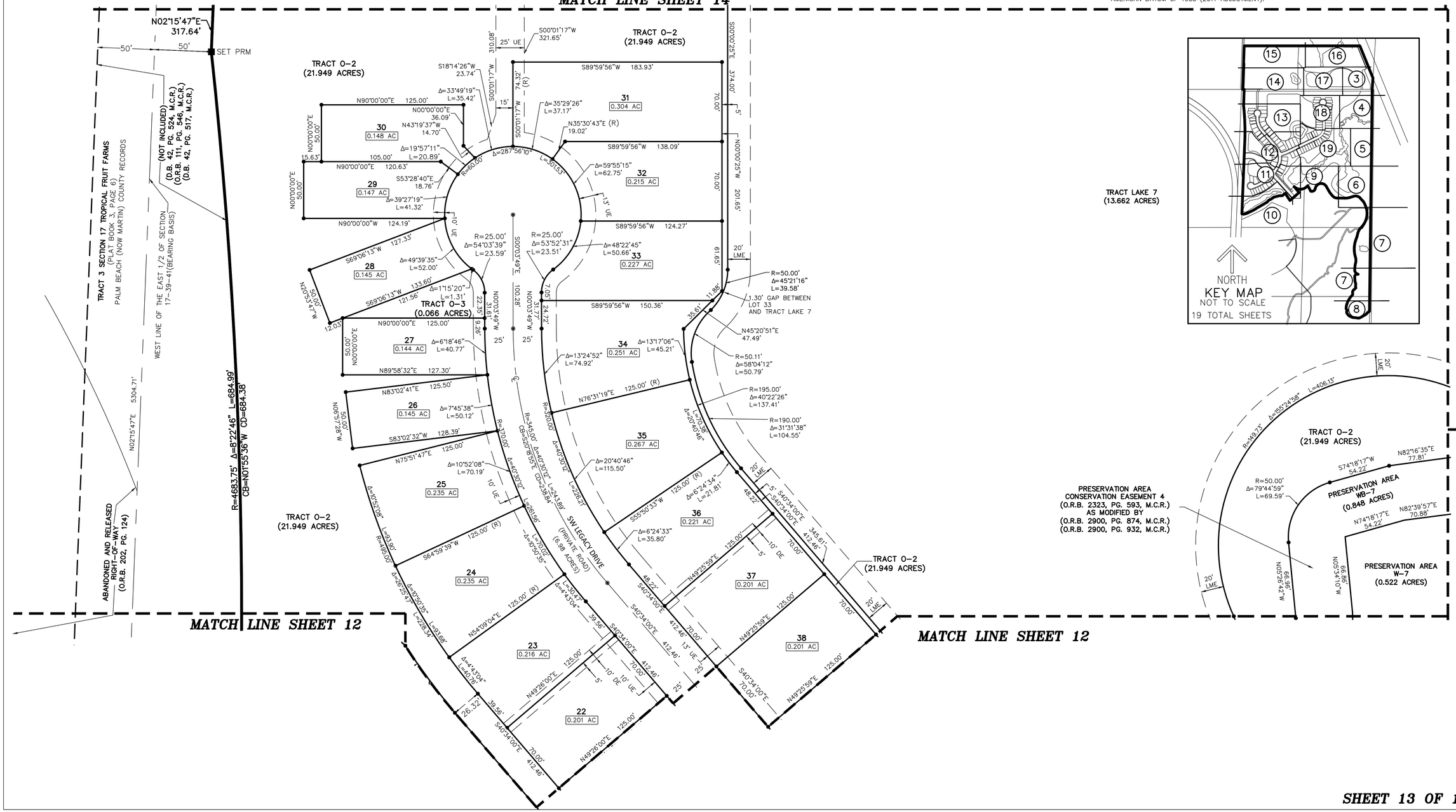
MATCH LINE SHEET 14



TRACT LAKE 7 (13.662 ACRES)

MATCH LINE SHEET 19

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(IN FEET)

1 INCH = 40 FEET

THIS INSTRUMENT PREPARED BY
RONNIE L. FURNISS
OF
CAULFIELD & WHEELER, INC.
SURVEYORS – ENGINEERS – PLANNERS
7900 GLADES ROAD, SUITE 100
BOCA RATON, FLORIDA 33434 – (561)392–1991
CERTIFICATE OF AUTHORIZATION NO. LB3591

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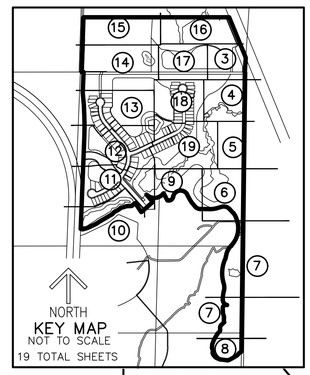

MATCH LINE SHEET 15

TRACT 14 SECTION 8 TROPICAL FRUIT FARMS (PLAT BOOK 3, PAGE 6) PALM BEACH (NOW MARTIN) COUNTY RECORDS

TRACT 3 SECTION 17 TROPICAL FRUIT FARMS (PLAT BOOK 3, PAGE 6) PALM BEACH (NOW MARTIN) COUNTY RECORDS

NORTHWEST CORNER OF THE NORTHEAST ONE–QUARTER OF SECTION 17–39–41 FOUND 1" IRON ROD NO ID. REFERENCE CERTIFIED CORNER RECORD NO. 072981 N=896141.03 E=896161.04

KANSAS AVENUE

80' WIDE POSTED AND VIEWED RIGHT–OF–WAY BY DEDICATION OF THE COUNTY COMMISSIONERS OF PALM BEACH COUNTY, SEPTEMBER 5, 1923

WEST LINE OF THE EAST 1/2 OF SECTION 8–39–41

N01°58'42"E 834.99'

500.30' PRM TO PRM

S01°58'42"W 500.30'

30'

50'

30'

50' EASEMENT FOR HIGHWAY PURPOSES (O.R.B. 342, PG. 822, M.C.R.)

SET NAIL & DISC TTAMPED PRM LB 3591 N=1001824.01 E=896161.04

10' DRAINAGE EASEMENT (O.R.B. 342, PG. 822, M.C.R.)

S89°59'32"W 400.24'

N00°00'28"W 10.00'

SOUTH LINE OF SECTION 8

N89°59'32"E 1059.89'

NORTH LINE OF SECTION 17

1029.86' TOTAL

35' FLORIDA POWER & LIGHT COMPANY EASEMENT (O.R.B. 919, PG. 310, M.C.R.)

739.24'

N89°59'32"E 20.01'

S89°59'32"W 30.03'

SET PRM

263.55'

27.07'

N22°31'16"E 66.91'

N22°31'16"E 72.31'

N02°15'47"E 317.64'

WEST LINE OF THE EAST 1/2 OF SECTION 17–39–41(BEARING BASIS)

(NOT INCLUDED) (O.R.B. 42, PG. 524, M.C.R.) (O.R.B. 111, PG. 546, M.C.R.) (D.B. 42, PG. 517, M.C.R.)

N02°15'47"E 5304.71'

50' 50'

TRACT O–2 (21.949 ACRES)

S00°01'17"W 310.08'

S00°01'17"W 321.65'

25' UE

TRACT O–2 (21.949 ACRES)

OPP TRACT (19.543 ACRES)

TRACT O–2 (21.949 ACRES)

R=46.82' Δ=90°00'25" L=73.55'

20' LME

S89°59'35"W 512.84'

S00°00'25"E 374.00'

TRACT LAKE 7 (13.662 ACRES)

20' LME

S41°59'53"E 869.40'

S41°59'53"E 860.49'

PRESERVATION AREA CONSERVATION EASEMENT 6 (O.R.B. 2323, PG. 593, M.C.R.) AS MODIFIED BY (O.R.B. 2900, PG. 874, M.C.R.) (O.R.B. 2900, PG. 932, M.C.R.)

PRESERVATION AREA WB–8 (0.573 ACRES)

R=50.00' Δ=27°26'33" L=23.95' CD=23.72' CB=N58° 48' 32"W

R=50.00' Δ=14°32'28" L=12.69'

R=50.00' Δ=136°51'07" L=119.43'

S72°31'45"E 20.53'

S45°05'28"E 40.76'

S72°31'45"E 20.53'

S45°05'16"E 40.76'

R=50.00' Δ=21°51'22" L=19.07'

Δ=7°18'54" L=6.38'

N29°22'52"W 29.97'

N29°22'52"W 34.32'

N39°21'52"W 7.98'

N39°21'52"W 31.94'

S42°13'51"E 34.92'

R=50.00' Δ=18°59'45" L=16.58'

N09°55'30"E 31.81'

N20°35'13"E 22.10'

N09°55'29"E 29.51'

S42°13'51"E 51.05'

S48°03'20"W 49.92'

R=50.00' Δ=85°22'08" L=74.50'

PRESERVATION AREA W–9 (0.095 ACRES)

S43°08'51"W 27.87'

56.88'

N67°52'27"W

R=50.00' Δ=77°47'56" L=67.89'

S67°52'16"E 58.88'

R=50.00' Δ=68°58'42" L=60.19'

S43°08'51"W 27.87'

R=50.00' Δ=29°35'46" L=25.83'

N71°41'48"E 83.85'

R=30.00' Δ=18°22'49" L=9.62'

S89°55'23"E 106.67'

S71°41'48"W 86.27'

15.40'

20' LME

106.67' N89°55'23"W

R=50.00' Δ=18°22'49" L=16.04'

R=50.00' Δ=47°55'30" L=41.82'

R=50.00' Δ=39°22'56" L=34.37'

R=22.56' Δ=65°21'55" L=25.74'

59.66'

95.06' S00°00'40"W

TRACT O–2 (21.949 ACRES)

PRESERVATION AREA CONSERVATION EASEMENT 7

S40°34'00"E 230.93'

266.08' S00°00'40"W

TRACT O–2

R=200.56' Δ=42°22'45" L=148.35'

93.17' S17°35'09"W

MATCH LINE SHEET 17

MATCH LINE SHEET 18

MATCH LINE SHEET 13

HIGHPOINTE PUD PHASE 1 PLAT

BEING A REPLAT OF TRACTS 1 AND 2, PORTIONS OF TRACTS 7, 8, 9 AND 16 SECTION 17, TOWNSHIP 39 SOUTH, RANGE 41 EAST AND THE NORTH THREE QUARTERS OF TRACTS 15 AND 16, SECTION 8, TOWNSHIP 39 SOUTH, RANGE 41 EAST, TROPICAL FRUIT FARMS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGE 6, PUBLIC RECORDS OF PALM BEACH COUNTY (NOW MARTIN COUNTY), FLORIDA.

LEGEND/ABBREVIATIONS

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- (R) – RADIAL TO FRONT LOT LINE
- UE – UTILITY EASEMENT
- ● – DENOTES SET 5/8" IRON ROD & CAP LB3591
- ◉ PCP – DENOTES PERMANENT CONTROL POINT SET NAIL AND DISK, LB3591
- ■ PRM – DENOTES PERMANENT REFERENCE MONUMENT 4"x 4"X 24" CONCRETE MONUMENT WITH ALUMINUM DISK STAMPED "C&W PRM LB3591" UNLESS NOTED OTHERWISE
- ✠ – INDICATES SECTION CORNER
- ⋈ – INDICATES 1/4 SECTION CORNER

NORTH

GRAPHIC SCALE

40 0 20 40 80

(IN FEET)

1 INCH = 40 FEET

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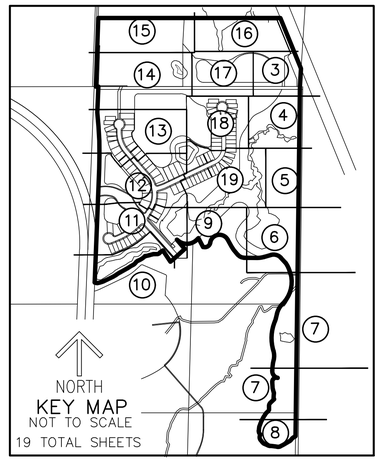

KANSAS AVENUE
40' WIDE POSTED AND VIEWED RIGHT–OF–WAY
BY DECLARATION OF THE COUNTY COMMISSIONERS OF PALM BEACH COUNTY, SEPTEMBER 5, 1923

FOUND 4" x 4" CONCRETE MONUMENT WITH DISC STAMPED PRM LB #6599

TRACT 15
SECTION 8
TROPICAL FRUIT FARMS
(PLAT BOOK 3, PAGE 6)
PALM BEACH (NOW MARTIN) COUNTY RECORDS

(TOTAL)
N89°59'32"E 2218.93'

800.00' PRM TO PRM

SET PRM

248.22'
800.00' PRM TO PRM

288.56'

1048.22' TOTAL OPP TRACT

TRACT 14 SECTION 8 TROPICAL FRUIT FARMS
(PLAT BOOK 3, PAGE 6)
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WEST LINE OF THE EAST 1/2 OF SECTION 8–39–41

N01°58'42"E 834.99'

98.69'

334.69'

20' DE

N90°00'00"W 407.56'

N90°00'00"W 399.35'

OPP TRACT
(19.543 ACRES)

20' DE

S41°59'53"E 869.40'

S41°59'53"E 869.49'

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500.30'

500.30'
S01°58'42"W

30'

S03°07'28"W 312.85'

N03°07'28"E 312.43'

PRESERVATION AREA
CONSERVATION TRACT 7
(12.544 ACRES)

CONSERVATION EASEMENT 7
(O.R.B. 2323, PG. 593, M.C.R.)
AS MODIFIED BY
(O.R.B. 2900, PG. 874, M.C.R.)
(O.R.B. 2900, PG. 932, M.C.R.)

S00°00'40"W 266.08'

S03°07'28"W 0.43'

S40°34'00"E 230.93'

TRACT O–2

MATCH LINE SHEET 14

MATCH LINE SHEET 16

MATCH LINE SHEET 17

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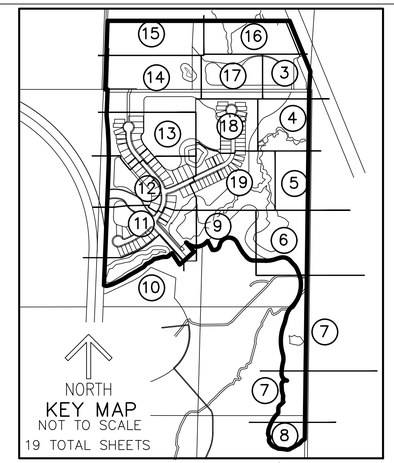

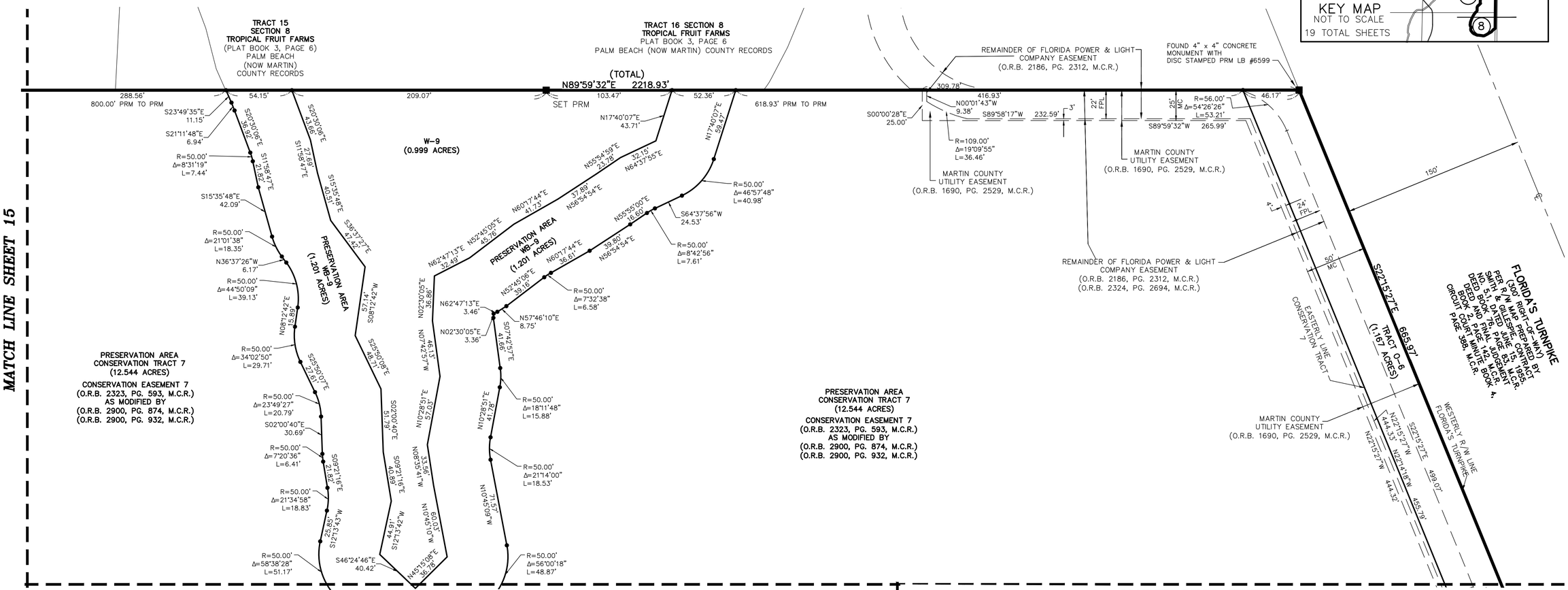

MATCH LINE SHEET 17

MATCH LINE SHEET 3

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HIGHPOINTE PUD PHASE 1 PLAT

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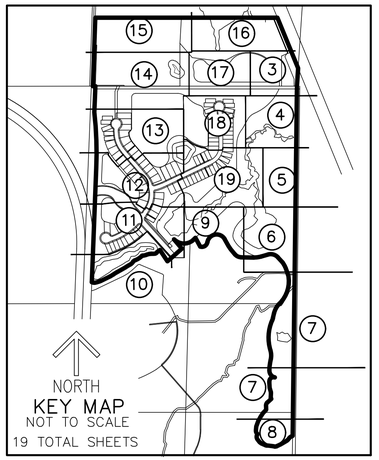

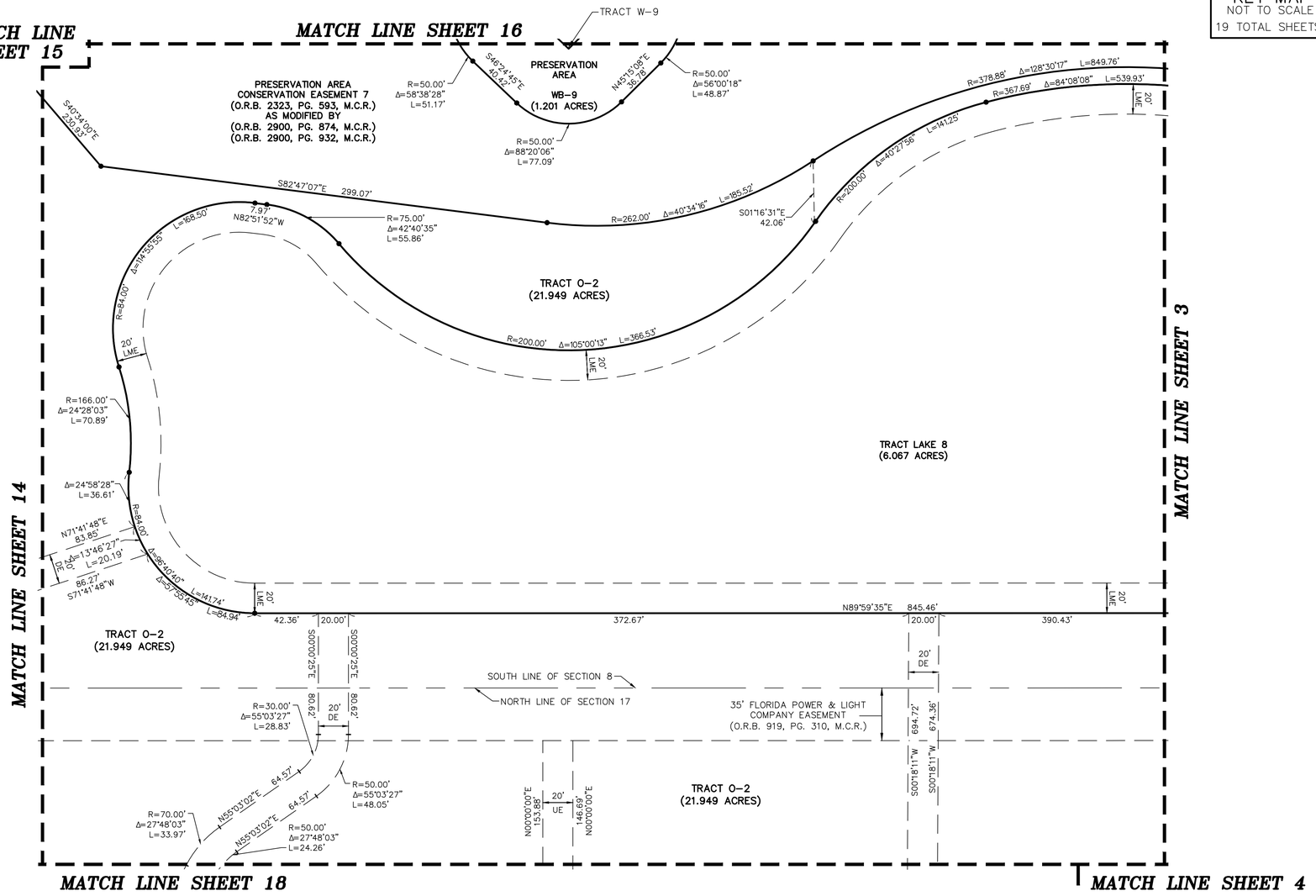

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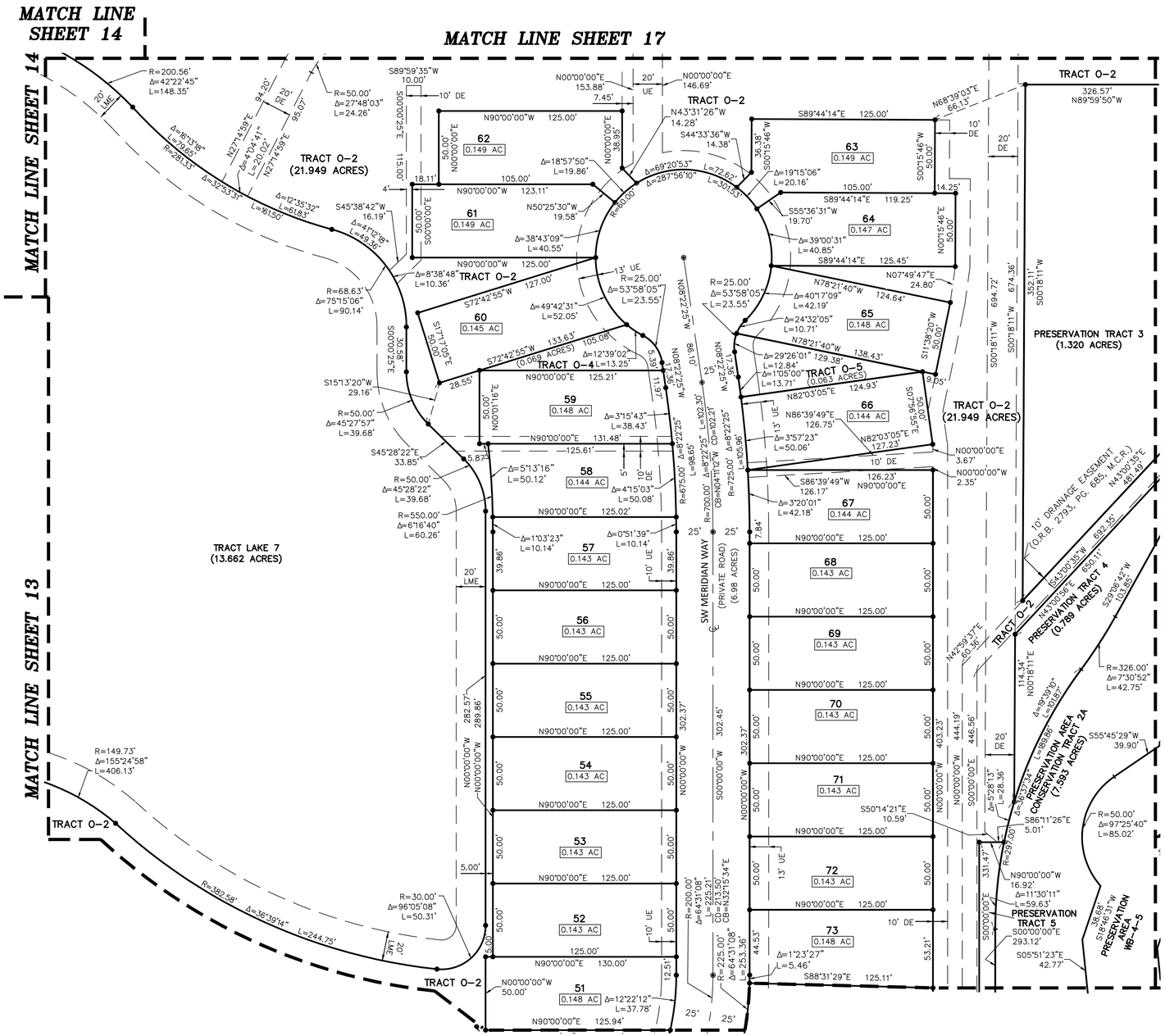
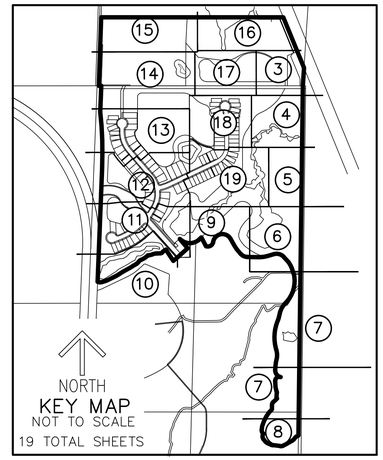
BOCA RATON, FLORIDA 33434 – (561)392–1991
CERTIFICATE OF AUTHORIZATION NO. LB3591





SURVEYOR AND MAPPER'S NOTES:

1. BUILDING SETBACK LINES SHALL BE AS REQUIRED BY CURRENT MARTIN COUNTY ZONING REGULATIONS.
2. NO BUILDINGS OR ANY KIND OF CONSTRUCTION OR TREES OR SHRUBS SHALL BE PLACED ON ANY EASEMENT WITHOUT PRIOR WRITTEN CONSENT OF ALL EASEMENT BENEFICIARIES AND ALL APPLICABLE COUNTY APPROVALS OR PERMITS AS REQUIRED FOR SUCH ENCROACHMENTS.
3. APPROVAL OF LANDSCAPING ON UTILITY EASEMENT, (EXCLUDING WATER AND SEWER) SHALL ONLY BE WITH APPROVAL OF ALL UTILITIES OCCUPYING SAID EASEMENT.
4. BEARINGS SHOWN HEREON ARE RELATIVE TO A GRID BEARING OF N.02°15'47"E. ALONG THE WEST LINE OF THE EAST ONE–HALF OF SECTION 17, TOWNSHIP 39 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA.
5. LINES INTERSECTING CURVES ARE NON–RADIAL UNLESS SHOWN OTHERWISE.
6. THIS PLAT, AS RECORDED IN ITS ORIGINAL FORM IN THE PUBLIC RECORDS, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREON AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER FORM OF THE PLAT, WHETHER GRAPHIC OR DIGITAL.
7. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.
8. IN THE EVENT THAT MARTIN COUNTY DISTURBS 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 TO THE EXTENT WHICH WOULD BE REQUIRED IF THE STREET WERE A PUBLIC STREET, IN ACCORDANCE WITH COUNTY SPECIFICATIONS.
9. COORDINATES SHOWN ARE IN U.S. SURVEY FEET, RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 (2011 ADJUSTMENT).

LEGEND/ABBREVIATIONS

- ℄ – CENTERLINE
- Δ – DELTA (CENTRAL ANGLE)
- AC – ACRES
- CB – CHORD BEARING
- CD – CHORD DISTANCE
- DB – DEED BOOK
- DE – DRAINAGE EASEMENT
- FPL – FLORIDA POWER & LIGHT COMPANY
- L – ARC LENGTH
- LB – LICENSED BUSINESS
- LME – LAKE MAINTENANCE EASEMENT
- LSE – LIFT STATION EASEMENT
- MC – MARTIN COUNTY
- M.C.R. – MARTIN COUNTY RECORDS
- O.R.B. – OFFICIAL RECORD BOOK
- PG./PGS. – PAGE/PAGES
- PUD – PLANNED UNIT DEVELOPMENT
- R – RADIUS
- R/W – RIGHT OF WAY
- (R) – RADIAL TO FRONT LOT LINE
- UE – UTILITY EASEMENT
- ● – DENOTES SET 5/8" IRON ROD & CAP LB3591
- ◉ PCP – DENOTES PERMANENT CONTROL POINT SET NAIL AND DISK, LB3591
- ■ PRM – DENOTES PERMANENT REFERENCE MONUMENT 4"x 4"X 24" CONCRETE MONUMENT WITH ALUMINUM DISK STAMPED "C&W PRM LB3591" UNLESS NOTED OTHERWISE
- ✠ – INDICATES SECTION CORNER
- ✠ – INDICATES 1/4 SECTION CORNER

HIGHPOINTE PUD PHASE 1 PLAT

BEING A REPLAT OF TRACTS 1 AND 2, PORTIONS OF TRACTS 7, 8, 9 AND 16 SECTION 17, TOWNSHIP 39 SOUTH, RANGE 41 EAST AND THE NORTH THREE QUARTERS OF TRACTS 15 AND 16, SECTION 8, TOWNSHIP 39 SOUTH, RANGE 41 EAST, TROPICAL FRUIT FARMS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGE 6, PUBLIC RECORDS OF PALM BEACH COUNTY (NOW MARTIN COUNTY), FLORIDA.

THIS INSTRUMENT PREPARED BY
RONNIE L. FURNISS
OF
CAULFIELD & WHEELER, INC.
SURVEYORS – ENGINEERS – PLANNERS
7900 GLADES ROAD, SUITE 100
BOCA RATON, FLORIDA 33434 – (561)392-1991
CERTIFICATE OF AUTHORIZATION NO. LB3591

NORTH

GRAPHIC SCALE
40 0 20 40 80
(IN FEET)
1 INCH = 40 FEET

LEGEND/ABBREVIATIONS

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SURVEYOR AND MAPPER'S NOTES:

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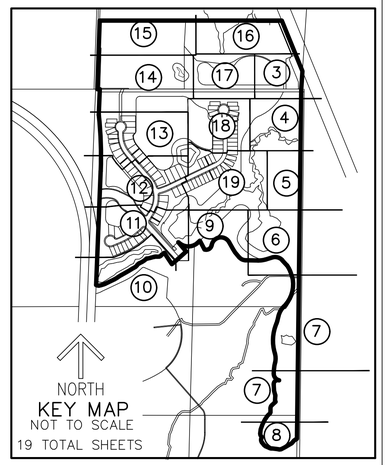
9. COORDINATES SHOWN ARE IN U.S. SURVEY FEET, RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 (2011 ADJUSTMENT).



MATCH LINE SHEET 13

MATCH LINE SHEET 12

MATCH LINE SHEET 18

MATCH LINE SHEET 4

MATCH LINE SHEET 5

MATCH LINE SHEET 9

MATCH LINE SHEET 6

PRESERVATION AREA W-7 (0.522 ACRES)

PRESERVATION AREA W-7 (0.848 ACRES)

TRACT O–2 (21.949 ACRES)

SW MERIDIAN WAY (PRIVATE ROAD) (6.98 ACRES)

10' DRAINAGE EASEMENT (O.R.B. 2793, PG. 685, M.C.R.)

PRESERVATION TRACT 5 (1.768 ACRES)

PRESERVATION AREA W–5 (7.041 ACRES) PRESERVATION AREA CONSERVATION EASEMENT 2 (O.R.B. 2323, PG. 593, M.C.R.) AS MODIFIED BY (O.R.B. 2900, PG. 874, M.C.R.) (O.R.B. 2900, PG. 932, M.C.R.)

PRESERVATION AREA CONSERVATION TRACT 2A (7.593 ACRES)

W–5 (7.041 ACRES)

PRESERVATION TRACT 6 (4.128 ACRES)

PRESERVATION AREA WB–4–5 (10.081 ACRES)

PRESERVATION AREA CONSERVATION TRACT 2B (15.233 ACRES)

PRESERVATION AREA CONSERVATION EASEMENT 2 (O.R.B. 2323, PG. 593, M.C.R.) AS MODIFIED BY (O.R.B. 2900, PG. 874, M.C.R.) (O.R.B. 2900, PG. 932, M.C.R.)

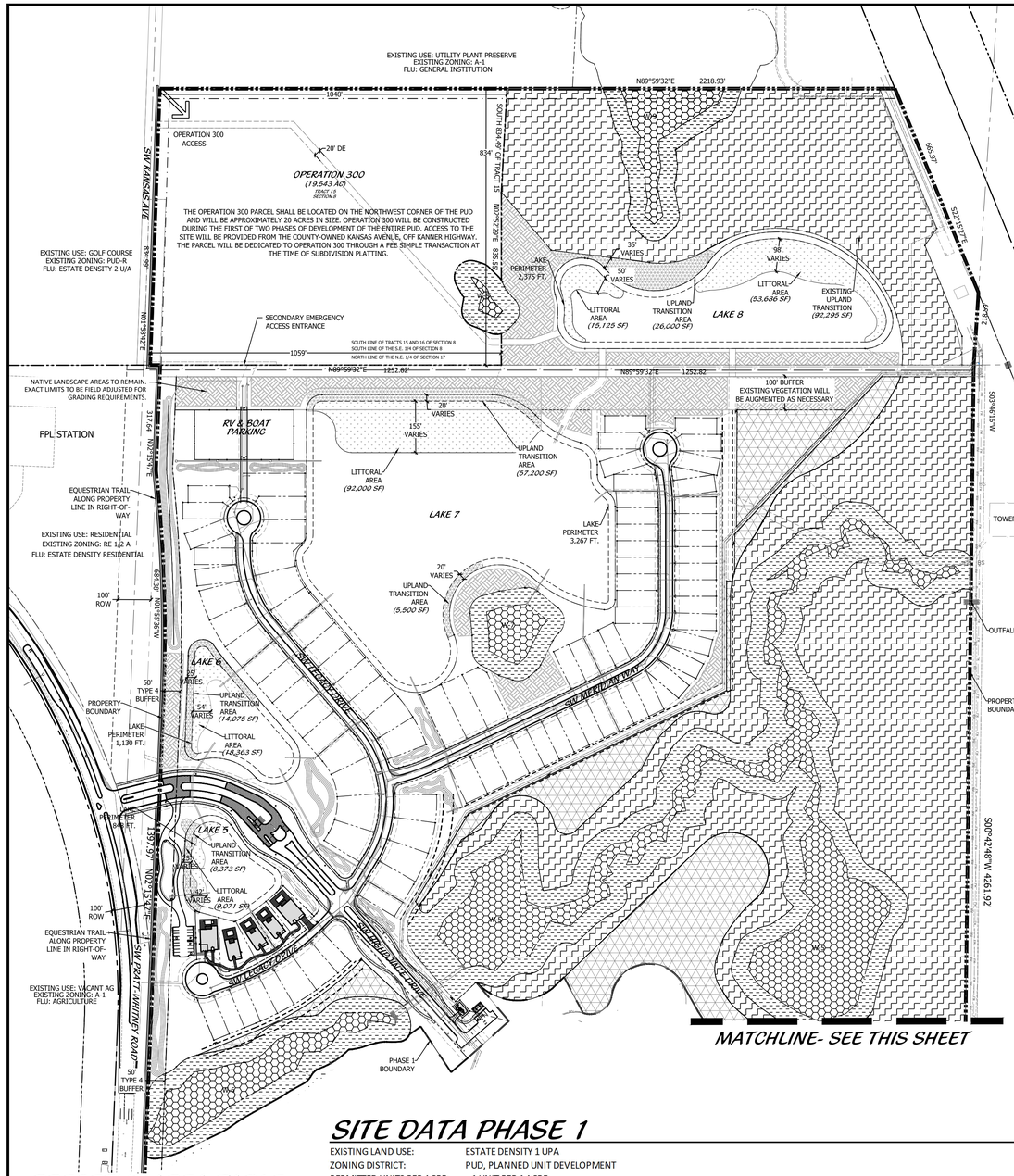
PRESERVATION AREA CONSERVATION TRACT 2B (15.233 ACRES)

PRESERVATION AREA W–5 (7.041 ACRES)

PRESERVATION AREA WB–4–5 (10.081 ACRES)

PRESERVATION AREA CONSERVATION TRACT 2B (15.233 ACRES)

74 0.146 AC
75 0.146 AC
76 0.146 AC
77 0.146 AC
78 0.145 AC
79 0.143 AC
80 0.143 AC
81 0.143 AC
82 0.143 AC
83 0.143 AC
84 0.143 AC
85 0.143 AC
86 0.143 AC
87 0.201 AC
47 0.143 AC
48 0.143 AC
49 0.143 AC
50 0.145 AC



LEGAL DESCRIPTION

A PARCEL OF LAND BEING COMPRISED OF ALL OF TRACTS 1 AND 2, AND A PORTION OF TRACTS 7, 8, 9 AND 16, SECTION 17, TOWNSHIP 39 SOUTH, RANGE 41 EAST, TROPICAL FRUIT FARMS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGE 6, OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA;

TOGETHER WITH A PORTION OF TRACTS 15 AND 16, SECTION 8, TOWNSHIP 39 SOUTH, RANGE 41 EAST, TROPICAL FRUIT FARMS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGE 6, OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA, IN ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SECTION 17, TOWNSHIP 39 SOUTH, RANGE 41 EAST; THENCE S.00°42'48"W. ALONG THE EAST LINE THEREOF, A DISTANCE OF 4,261.92 FEET; THENCE S.54°46'15"W., A DISTANCE OF 9.25 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 14°09'20"; THENCE SOUTHWESTERLY ALONG THE ARC A DISTANCE OF 12.35 FEET TO A POINT OF REVERSE CURVATURE TO THE LEFT HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 29°25'26"; THENCE SOUTHWESTERLY ALONG THE ARC, A DISTANCE OF 25.68 FEET; THENCE S.39°30'08"W., A DISTANCE OF 29.04 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 19°53'20"; THENCE SOUTHWESTERLY ALONG THE ARC A DISTANCE OF 17.36 FEET; THENCE S.59°23'28"W., A DISTANCE OF 86.37 FEET; THENCE S.63°32'35"W., A DISTANCE OF 50.89 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 36°08'01"; THENCE WESTERLY ALONG THE ARC A DISTANCE OF 31.53 FEET TO A POINT OF REVERSE CURVATURE TO THE LEFT HAVING A RADIUS OF 1,000.00 FEET AND A CENTRAL ANGLE OF 05°18'39"; THENCE WESTERLY ALONG THE ARC, A DISTANCE OF 92.69 FEET TO A POINT OF REVERSE CURVATURE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 19°41'53"; THENCE WESTERLY ALONG THE ARC, A DISTANCE OF 17.19 FEET; THENCE N.63°46'09"W., A DISTANCE OF 58.29 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 26°57'40"; THENCE NORTHWESTERLY ALONG THE ARC A DISTANCE OF 23.53 FEET; THENCE N.38°58'29"W., A DISTANCE OF 40.70 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 60°58'23"; THENCE NORTHERLY ALONG THE ARC A DISTANCE OF 53.21 FEET; THENCE N.21°59'54"E., A DISTANCE OF 16.67 FEET; THENCE N.41°51'30"W., A DISTANCE OF 7.86 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 49°59'24"; THENCE NORTHERLY ALONG THE ARC A DISTANCE OF 43.62 FEET; THENCE N.06°08'04"E., A DISTANCE OF 49.26 FEET; THENCE N.20°02'07"E., A DISTANCE OF 67.33 FEET; THENCE N.27°55'10"E., A DISTANCE OF 61.01 FEET; THENCE N.33°16'26"E., A DISTANCE OF 57.70 FEET; THENCE N.45°44'54"E., A DISTANCE OF 40.93 FEET; THENCE N.32°57'23"E., A DISTANCE OF 13.10 FEET; THENCE N.00°55'59"W., A DISTANCE OF 49.43 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 47°52'14"; THENCE NORTHEASTERLY ALONG THE ARC A DISTANCE OF 41.78 FEET; THENCE N.46°56'16"E., A DISTANCE OF 64.84 FEET; THENCE N.34°38'27"W., A DISTANCE OF 12.67 FEET; THENCE N.03°05'22"E., A DISTANCE OF 57.50 FEET TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 17°58'32"; THENCE NORTHERLY ALONG THE ARC A DISTANCE OF 15.69 FEET; THENCE N.14°53'10"W., A DISTANCE OF 52.83 FEET; THENCE N.03°16'33"W., A DISTANCE OF 75.49 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 106°03'41"; THENCE NORTHEASTERLY ALONG THE ARC A DISTANCE OF 92.56 FEET TO A POINT OF NON TANGENCY WITH A CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES N.16°59'05"E., A RADIAL DISTANCE OF 55.99 FEET; THENCE NORTHWESTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 76°13'03", A DISTANCE OF 114.39 FEET; THENCE N.03°12'08"E., A DISTANCE OF 41.81 FEET; THENCE N.07°12'17"E., A DISTANCE OF 50.55 FEET; THENCE N.12°26'30"E., A DISTANCE OF 40.06 FEET TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 222.00 FEET AND A CENTRAL ANGLE OF 29°12'44"; THENCE NORTHERLY ALONG THE ARC A DISTANCE OF 113.19 FEET TO A POINT OF REVERSE CURVATURE TO THE RIGHT HAVING A RADIUS OF 530.99 FEET AND A CENTRAL ANGLE OF 39°49'52"; THENCE NORTHERLY ALONG THE ARC, A DISTANCE OF 369.14 FEET TO A POINT OF REVERSE CURVATURE TO THE LEFT HAVING A RADIUS OF 200.00 FEET AND A CENTRAL ANGLE OF 09°14'20"; THENCE NORTHERLY ALONG THE ARC, A DISTANCE OF 32.25 FEET; THENCE N.13°49'18"E., A DISTANCE OF 62.16 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 250.00 FEET AND A CENTRAL ANGLE OF 31°12'33"; THENCE NORTHEASTERLY ALONG THE ARC A DISTANCE OF 136.18 FEET TO A POINT OF REVERSE CURVATURE TO THE LEFT HAVING A RADIUS OF 382.90 FEET AND A CENTRAL ANGLE OF 57°03'33"; THENCE NORTHERLY ALONG THE ARC, A DISTANCE OF 381.31 FEET; THENCE N.19°45'59"W., A DISTANCE OF 42.44 FEET; THENCE N.25°15'40"W., A DISTANCE OF 123.37 FEET; THENCE N.42°50'43"W., A DISTANCE OF 82.99 FEET TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 121.40 FEET AND A CENTRAL ANGLE OF 63°36'01"; THENCE WESTERLY ALONG THE ARC A DISTANCE OF 134.76 FEET; THENCE S.73°33'17"W., A DISTANCE OF 84.02 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 300.00 FEET AND A CENTRAL ANGLE OF 17°23'58"; THENCE WESTERLY ALONG THE ARC A DISTANCE OF 91.10 FEET; THENCE N.89°02'46"W., A DISTANCE OF 155.46 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 100.00 FEET AND A CENTRAL ANGLE OF 49°10'02"; THENCE NORTHWESTERLY ALONG THE ARC A DISTANCE OF 85.81 FEET; THENCE N.39°52'44"W., A DISTANCE OF 79.42 FEET; THENCE N.32°34'24"W., A DISTANCE OF 48.74 FEET; THENCE N.29°13'27"W., A DISTANCE OF 95.50 FEET TO THE POINT OF NON TANGENCY WITH A CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES S.60°25'28"W., A RADIAL DISTANCE OF 114.55 FEET; THENCE WESTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 141°15'13", A DISTANCE OF 282.41 FEET TO A POINT OF REVERSE CURVATURE TO THE RIGHT HAVING A RADIUS OF 66.24 FEET AND A CENTRAL ANGLE OF 99°13'54"; THENCE SOUTHWESTERLY ALONG THE ARC, A DISTANCE OF 114.71 FEET; THENCE N.27°52'09"W., A DISTANCE OF 122.57 FEET; THENCE S.46°11'08"W., A DISTANCE OF 49.49 FEET TO THE POINT OF NON TANGENCY WITH A CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES N.38°26'38"W., A RADIAL DISTANCE OF 167.73 FEET; THENCE WESTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 82°54'05", A DISTANCE OF 242.69 FEET; THENCE S.40°11'34"E., A DISTANCE OF 148.55 FEET; THENCE S.48°07'29"W., A DISTANCE OF 167.32 FEET; THENCE S.49°33'51"W., A DISTANCE OF 65.68 FEET; THENCE N.33°33'33"W., A DISTANCE OF 165.67 FEET; THENCE S.54°24'26"W., A DISTANCE OF 42.34 FEET TO A POINT OF NON TANGENCY WITH A CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES N.66°43'44"W., A RADIAL DISTANCE OF 34.75 FEET; THENCE SOUTHWESTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 62°17'20", A DISTANCE OF 37.78 FEET TO A POINT OF COMPOUND CURVATURE TO THE RIGHT HAVING A RADIUS OF 299.68 FEET AND A CENTRAL ANGLE OF 07°24'29"; THENCE WESTERLY ALONG THE ARC, A DISTANCE OF 38.75 FEET TO A POINT OF REVERSE CURVATURE TO THE LEFT HAVING A RADIUS OF 85.70 FEET AND A CENTRAL ANGLE OF 13°32'56"; THENCE WESTERLY ALONG THE ARC, A DISTANCE OF 20.27 FEET TO A POINT OF COMPOUND CURVATURE TO THE LEFT HAVING A RADIUS OF 293.41 FEET AND A CENTRAL ANGLE OF 08°52'02"; THENCE WESTERLY ALONG THE ARC, A DISTANCE OF 45.41 FEET TO A POINT OF REVERSE CURVATURE TO THE RIGHT HAVING A RADIUS OF 205.00 FEET AND A CENTRAL ANGLE OF 12°23'26"; THENCE WESTERLY ALONG THE ARC, A DISTANCE OF 44.33 FEET TO A POINT OF REVERSE CURVATURE TO THE LEFT HAVING A RADIUS OF 25.50 FEET AND A CENTRAL ANGLE OF 36°08'59"; THENCE SOUTHWESTERLY ALONG THE ARC, A DISTANCE OF 16.09 FEET TO A POINT OF REVERSE CURVATURE TO THE RIGHT HAVING A RADIUS OF 241.82 FEET AND A CENTRAL ANGLE OF 22°50'53"; THENCE SOUTHWESTERLY ALONG THE ARC, A DISTANCE OF 96.78 FEET TO A POINT OF REVERSE CURVATURE TO THE LEFT HAVING A RADIUS OF 46.50 FEET AND A CENTRAL ANGLE OF 40°58'23"; THENCE SOUTHWESTERLY ALONG THE ARC, A DISTANCE OF 33.25 FEET TO A POINT OF REVERSE CURVATURE TO THE RIGHT HAVING A RADIUS OF 65.24 FEET AND A CENTRAL ANGLE OF 32°43'28"; THENCE SOUTHWESTERLY ALONG THE ARC, A DISTANCE OF 37.26 FEET; THENCE S.51°32'32"W., A DISTANCE OF 39.71 FEET; THENCE S.57°23'10"W., A DISTANCE OF 40.18 FEET; THENCE S.60°43'39"W., A DISTANCE OF 112.39 FEET TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 450.00 FEET AND A CENTRAL ANGLE OF 06°59'25"; THENCE SOUTHWESTERLY ALONG THE ARC A DISTANCE OF 54.90 FEET TO A POINT OF REVERSE CURVATURE TO THE RIGHT HAVING A RADIUS OF 244.05 FEET AND A CENTRAL ANGLE OF 10°33'42"; THENCE SOUTHWESTERLY ALONG THE ARC, A DISTANCE OF 44.99 FEET; THENCE S.64°17'57"W., A DISTANCE OF 123.07 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 259.42 FEET AND A CENTRAL ANGLE OF 17°31'19"; THENCE WESTERLY ALONG THE ARC A DISTANCE OF 79.34 FEET TO A POINT OF COMPOUND CURVATURE TO THE RIGHT HAVING A RADIUS OF 58.30 FEET AND A CENTRAL ANGLE OF 37°27'22"; THENCE WESTERLY ALONG THE ARC, A DISTANCE OF 38.11 FEET; THENCE N.02°15'47"E., A DISTANCE OF 1,387.97 FEET TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 4,683.75 FEET AND A CENTRAL ANGLE OF 08°22'46"; THENCE NORTHERLY ALONG THE ARC A DISTANCE OF 684.99 FEET; THENCE N.02°15'47"E., A DISTANCE OF 317.64 FEET TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF SECTION 8, TOWNSHIP 39 SOUTH, RANGE 41 EAST; THENCE S.89°59'32"W. ALONG SAID SOUTH LINE, A DISTANCE OF 30.03 FEET TO A POINT OF INTERSECTION WITH A LINE LYING 20.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE EAST ONE-HALF OF SECTION 8, TOWNSHIP 39 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA, ALSO BEING THE EAST LINE OF THE 40 FOOT WIDE POSTED AND VIEWED RIGHT-OF-WAY FOR KANSAS AVENUE BY THE DECLARATION OF THE COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, DATED SEPTEMBER 5, 1923; THENCE N.01°58'42"E., A DISTANCE OF 834.99 FEET; THENCE N.89°59'32"E. ALONG A LINE LYING 834.49 FEET NORTH (AS MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF SECTION 8, TOWNSHIP 39 SOUTH, RANGE 41 EAST, A DISTANCE OF 2,218.93 FEET TO A POINT OF INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE FOR THE SUNSHINE STATE PARKWAY (FLORIDA'S TURNPIKE), AS DEPICTED ON THE RIGHT-OF-WAY MAP FOR THE SUNSHINE STATE PARKWAY, PREPARED BY SMITH & GILLESPIE, CONTRACT NUMBER 5.1, SHEET 4 OF 6, DATED JUNE 15, 1955; THENCE S.22°15'27"E. ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 665.97 FEET; THENCE S.03°46'16"W. ALONG THE EAST LINE OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF SAID SECTION 8, A DISTANCE OF 218.59 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN MARTIN COUNTY, FLORIDA.

CONTAINING 7,652,969 SQUARE FEET/175.688 ACRES MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS, AND RIGHTS-OF-WAY OF RECORD.

DRAINAGE STATEMENT

THE PROPOSED DEVELOPMENT WILL BE SERVED BY A WET DETENTION SYSTEM CONSISTING OF A SERIES OF INTERCONNECTED LAKES. THE STORMWATER MANAGEMENT SYSTEM HAS BEEN DESIGNED TO PROVIDED THE REQUIRED TREATMENT AND ATTENUATION IN COMPLIANCE WITH CRITERIA OF MARTIN COUNTY AND THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT. CONVEYANCES OF OFF-SITE FLOWS THAT CURRENTLY DRAIN THROUGH THE PHASE I PROJECT LIMITS WILL BE PROVIDED. EXISTING DRAINAGE PATTERNS FROM CHRIST FELLOWSHIP AND THE UNDEVELOPED PORTION OF THE PROPERTY WITHIN THE LIMITS OF PHASE II WILL REMAIN.

NOTES

1. PHASE 1 INCLUDES ENTRY FEATURES, MODEL ROW, SALES CENTER, AND OPERATION 300 SITE.
2. STORM WATER MANAGEMENT LAKES WILL BE CONSTRUCTED TO SUPPORT THE NECESSARY STORM WATER MANAGEMENT REQUIREMENTS FOR EACH PHASE OF RESIDENTIAL CONSTRUCTION.
3. ALL PROHIBITED EXOTIC PLANT SPECIES SHALL BE REMOVED FROM THE SITE PRIOR TO ISSUANCE OF A CERTIFICATE OF OCCUPANCY. PERPETUAL MAINTENANCE IS REQUIRED TO PROHIBIT THE REESTABLISHMENT OF INVASIVE EXOTIC SPECIES WITHIN PRESERVATION AREAS AND PLANTED LANDSCAPE OR LAKE LITTORAL AREAS AND STORMWATER MANAGEMENT AREAS A PROVIDED ON THE PLAN APPROVED WITH THE DEVELOPMENT ORDER.
4. ALL PRESERVE AREAS SHALL BE MAINTAINED IN ACCORDANCE WITH THE APPROVED PRESERVE AREA MANAGEMENT PLAN (PAMP).
5. PRESERVE BOUNDARY MARKERS SHALL BE INSTALLED DIRECTLY ON THE PRESERVE BOUNDARY AT THE CORNERS OF RESIDENTIAL LOTS ABUTTING PRESERVE AREAS.
6. THE PRESERVE AREA WILL BE MAINTAINED IN ITS ENTIRETY, NOT BY PHASE.
7. OPEN SPACE IS MET PROJECT WIDE AND THE INFORMATION IS FOUND ON THE MASTER SITE PLAN.
8. AREAS WHERE CONTROL STRUCTURES ARE INSTALLED IN PRESERVE AREAS WILL BE REPLANTED IN ACCORDANCE WITH THE PAMP.
9. IT SHALL BE UNLAWFUL TO ALTER THE APPROVED SLOPES, CONTOURS, OR CROSS SECTIONS OR TO CHEMICALLY MECHANICALLY, OR MANUALLY REMOVE, DAMAGE, OR DESTROY ANY PLANTS IN THE LITTORAL OR UPLAND TRANSITION ZONE BUFFER AREAS OF CONSTRUCTED LAKES EXCEPT UPON THE WRITTEN APPROVAL OF THE PLANNING AND DEVELOPMENT SERVICES DIRECTOR, AS APPLICABLE. IT IS THE RESPONSIBILITY OF THE OWNER OR PROPERTY OWNERS ASSOCIATION, ITS SUCCESSORS OR ASSIGNS TO MAINTAIN THE REQUIRED SURVIVORSHIP AND COVERAGE OF THE RECLAIMED UPLAND AND PLANTED LITTORAL AND UPLAND TRANSITION AREAS AND TO ENSURE ONGOING REMOVAL OF PROHIBITED AND INVASIVE NON-NATIVE PLANT SPECIES FROM THESE AREAS.

PROJECT TEAM

OWNER/CLIENT:
PULTE GROUP
12911 TELECOM PKWY N
TEMPLE TERRACE, FL 33637
304.290.6022
CONTACT: GARRETT DINSMORE

LANDSCAPE ARCHITECT/PLANNER:
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CONTACT: DANIEL SORROW

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CONTACT: TOBY OVERDORF

ENGINEER:
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7900 GLADES ROAD
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BOCA RATON, FLORIDA 33434
561.392.1991
CONTACT: DAVID LINDLEY

LEGEND

HC	HANDICAP		STOP SIGN
SB	SETBACK		PRESERVE SIGN
SW	SIDEWALK		LIGHT POLE, TYP.
TYP	TYPICAL		
UE	UTILITY EASEMENT		
DE	DRAINAGE EASEMENT		

PRESERVE AREA TABLE

	PHASE 1	ACRES
	Wetland Preserve	13.99
	Wetland Buffer	17.73
	Upland Preserve	41.78
	Total Preserve Acreage (Wetlands, Wetland buffers, Upland Preserve)	73.50
	Native Landscape Areas to Remain (Per PUD Public Benefit)	8.52
	Native Landscape Areas to Remain	7.49

STORM WATER ELEVATIONS

CRITERIA	MINIMUM ELEVATION
MINIMUM ROAD (10 YR/ 24 HR STORM)	14.25 NAVD
MINIMUM PERIMETER BERM (25 YR/ 72 HR STORM)	15.00 NAVD
MINIMUM FINISHED FLOOR (100 YR/ 72 HR STORM)	16.50 NAVD

SITE DATA PHASE 1

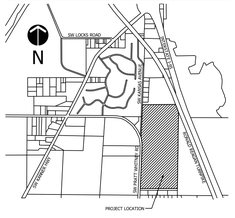
EXISTING LAND USE: ESTATE DENSITY 1 UPA
ZONING DISTRICT: PUD, PLANNED UNIT DEVELOPMENT
PERMITTED UNITS PER ACRE: 1 UNIT PER 1 ACRE
RESIDENTIAL UNITS PHASE 1: 94 LOTS
MINIMUM LOT SIZE: 6,000 SF (50' X 120', 70' X 120' MIN.)
PARKING REQUIREMENTS: 2 (TWO) SPACES PER HOME
PARKING PROVIDED: 2 (TWO) PARKING SPACES IN GARAGE & 2 (TWO) AVAILABLE GUEST SPACES PER DRIVEWAY

CALCULATIONS	AREA (SQUARE FOOTAGE)	AREA (ACRES)	AREA (PERCENTAGE)
PHASE 1 SITE AREA	**7,652,969**	**175.69**	**100.00%**
PERVIOUS AREA	**5,238,046.44**	**120.25**	**68.44%**
UPLAND PRESERVE (INCLUDING WETLAND BUFFERS)	2,592,255.60	59.51	33.87%
NATIVE LANDSCAPE AREAS TO REMAIN (PER PUD PUBLIC BENEFIT)	371,261.88	8.52	7.09%
NATIVE LANDSCAPE AREAS TO REMAIN	326,264.40	7.49	12.59%
EXISTING EASEMENTS (FPL, TURNPIKE)	135,907.20	3.12	5.24%
OPEN SPACE (COMMON AREAS, ROWS, UPLAND TRANSITIONS)	802,505.88	18.42	15.32%
OPERATION 300	851,293.08	19.54	11.12%
LAKE TRACT LME	158,558.40	3.64	2.07%
IMPERVIOUS AREA	**2,414,922.84**	**55.44**	**31.56%**
LAKE AREA (CONTROL LEVEL)	852,904.80	19.58	11.14%
WETLAND AREA	609,360.84	13.99	11.63%
BUILDING COVERAGE (GUARD HOUSE, MAIL KIOSK)	1,306.80	0.03	0.02%
PAVEMENT (SIDEWALKS, PARKING, ROADWAYS, RV AREA)	205,603.20	4.72	2.69%
LOT COVERAGE	745,747.20	17.12	9.74%

MODEL ROW PARKING
PARKING REQUIRED: 5 SPACES
PARKING PROVIDED: 17 SPACES (2 HANDICAP SPACES INCLUDED IN TOTAL)

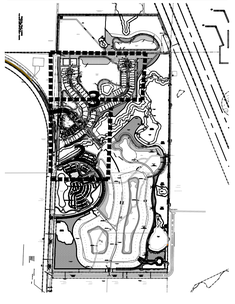
LOCATION MAP

NTS



KEY SHEET

NTS



OVERALL PHASE 1 SITE PLAN

0' 100' 200' 400' 600' 800'
Scale: 1" = 200'
North

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HIGHPOINTE
PULTE GROUP
Martin County, Florida

DESIGNED LAH
DRAWN LAH
APPROVED DTS
JOB NUMBER 19-0127
DATE 10-23-20
REVISIONS 03-23-21
03-09-22 06-16-21
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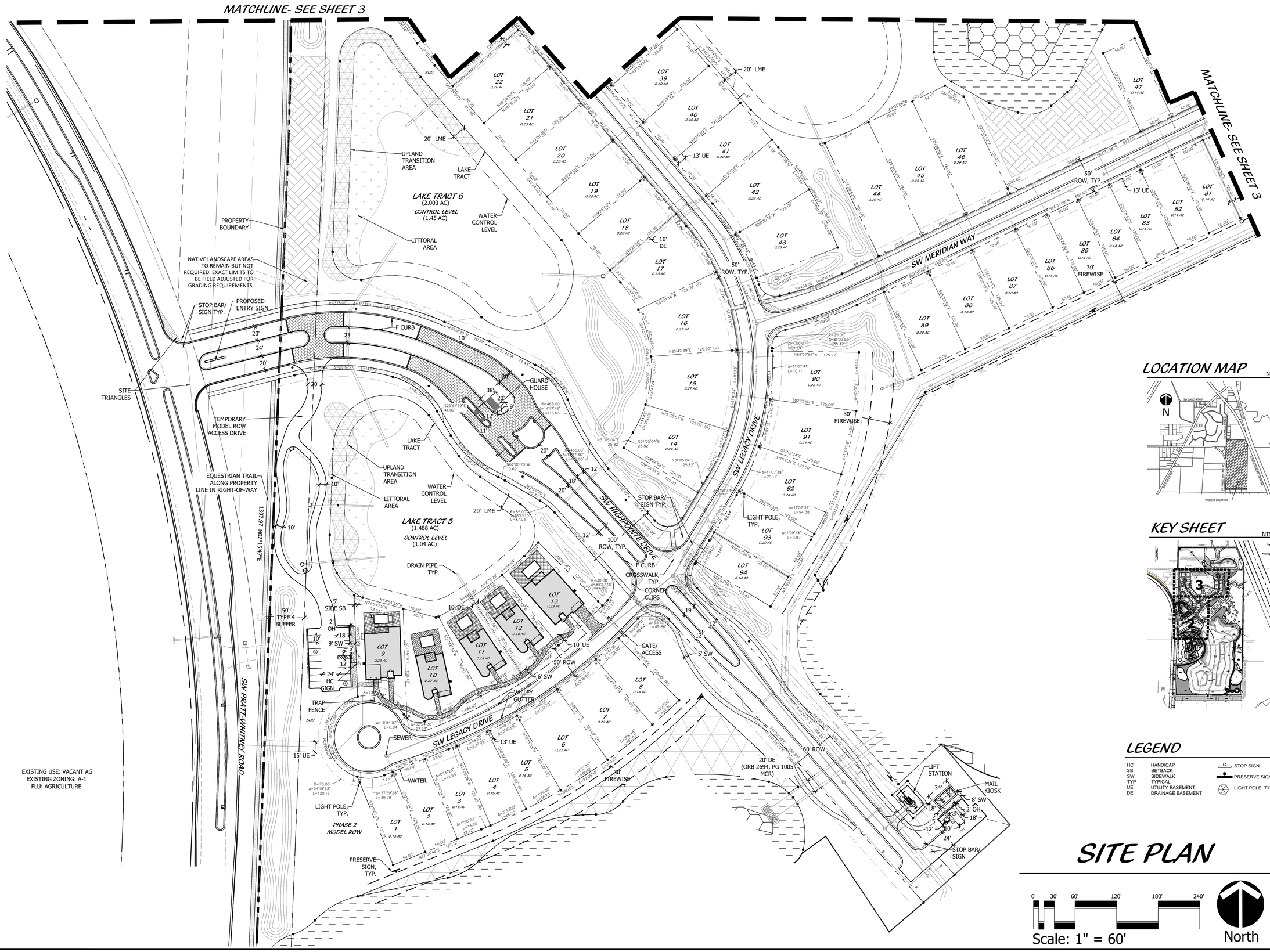

LOCATION MAP

NTS

KEY SHEET

NTS

LEGEND

HC	HANDICAP		STOP SIGN
SB	SETBACK		PRESERVE SIGN
SW	SIDEWALK		
TYP	TYPICAL		LIGHT POLE, TYP.
UE	UTILITY EASEMENT		
DE	DRAINAGE EASEMENT		

SITE PLAN

0' 30' 60' 120' 180' 240'

Scale: 1" = 60'

North

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NATIVE LANDSCAPE AREAS TO REMAIN BUT NOT REQUIRED. EXACT LIMITS TO BE FIELD ADJUSTED FOR GRADING REQUIREMENTS.

317.64' N02°15'47"E

RV & BOAT PARKING (300' x100')

6' TALL BLACK CHAIN-LINK FENCE

25' UE

20'

LITTORAL AREA (92,000 SF)

UPLAND TRANSITION AREA (57,200 SF)

20' DE

100' BUFFER

20' DE

30' FIREWISE

20'

WATER CONTROL LEVEL

LAKE TRACT

EQUESTRIAN TRAIL ALONG PROPERTY LINE IN RIGHT-OF-WAY

EXISTING VEGETATION

LAKE TRACT 7
(13.662 AC)
CONTROL LEVEL
(12.14 AC)

20' LME

SW MERIDIAN WAY

LIGHT POLE, TYP.

50' TYPE 4 BUFFER

649.38' N01°55'36"W

6' HT WALL

SW LEGACY DRIVE

10' DE

13' UE

MATCHLINE- SEE SHEET 2

UPLAND TRANSITION AREA (5,500 SF)

EXISTING VEGETATION

W-7

MATCHLINE- SEE SHEET 2

EXISTING VEGETATION

PRESERVE SIGN, TYP.

30' FIREWISE

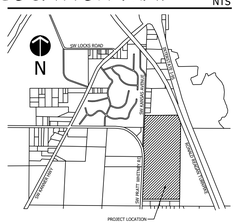
MATCHLINE- SEE SHEET 2

LEGEND

HC	HANDICAP		STOP SIGN
SB	SETBACK		PRESERVE SIGN
SW	SIDEWALK		LIGHT POLE, TYP.
TYP	TYPICAL		
UE	UTILITY EASEMENT		
DE	DRAINAGE EASEMENT		

LOCATION MAP

NTS



KEY SHEET

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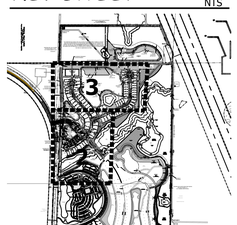

SITE PLAN

0' 30' 60' 120' 180' 240'

Scale: 1" = 60'

North

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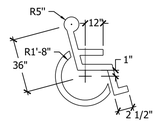
HANDICAP SIGN & SYMBOL DETAIL

NTS



COLORS:
TOP SYMBOL & BORDER = WHITE
BOTTOM TEXT & BORDER = BLACK
TOP BACKGROUND = BLUE
BOTTOM BACKGROUND = WHITE

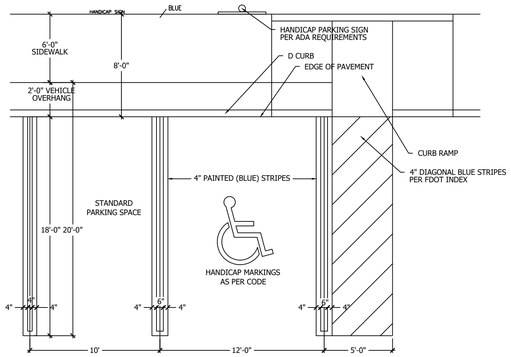
COLORS:
TEXT & BORDER = BLACK
BACKGROUND = WHITE



NOTE: SYMBOL TO BE 4" WIDE WHITE TRAFFIC PAINT ON PAVEMENT OR COLORED PAVERS . TYPICAL @ ALL HANDICAP STALLS

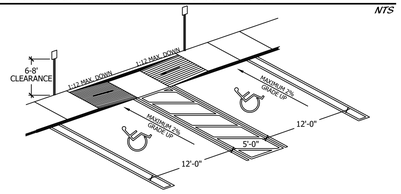
STANDARD AND HANDICAP PARKING DETAIL

NTS



HANDICAP RAMP DETAIL

NTS

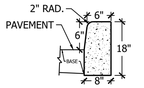


NOTE: IN THIS APPLICATION RAMPS CAN BE SEPARATED AND SIDEWALK CAN BE FLUSH ACROSS ALL HC SPACES

NOTE: HCR#3-MOD MEANS ONLY 1 RAMP BUILT TO REQUIRED SIDE OF SIDEWALK. OR RAMPS SEP. TO ENDS OF HC SPACES

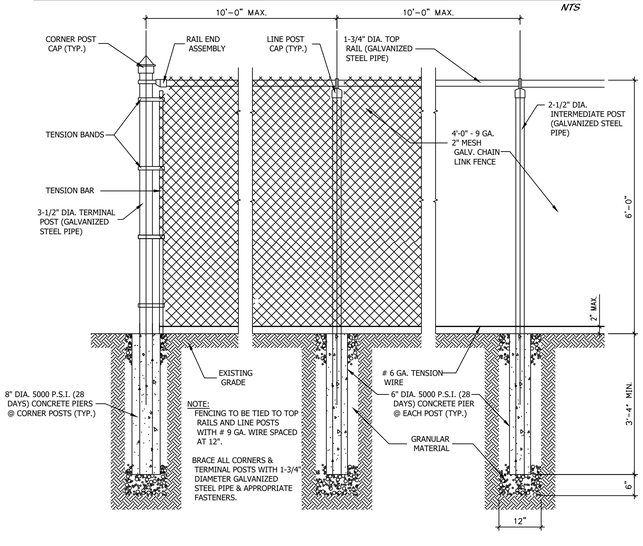
D CURB DETAIL

NTS

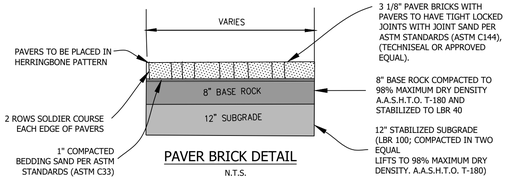


TYPICAL CHAIN-LINK FENCE DETAIL

NTS



TYPICAL SIDEWALK PAVER DETAIL



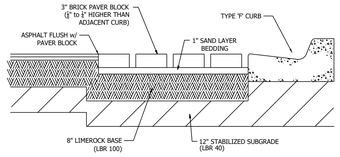
PAVER BRICK DETAIL

N.T.S.

NOTE: PAVER BRICK DETAIL TO BE USED IN CONSTRUCTION OF TEMPORARY SALES PARKING LOT, ENTRANCE (CYAN WAY) AND MAGENTA WAY.

PAVER BLOCK DETAIL

NTS

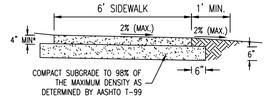


NOTES:

1. PAVER BLOCK TO BE STANDARD 4"x8" AS MANUFACTURED BY PAVER SYSTEMS, INC., OR APPROVED EQUAL. PAVER BLOCK THICKNESS SHALL BE 3." INCHES. PAVER BLOCK SHALL BE MULTI-COLORED AND SHALL BE COLORED THROUGH THE FULL DEPTH OF THE PAVER AND NOT JUST THE SURFACE. THE SAND BEDDING COURSE SHALL BE WELL GRADED, CLEAN, WASHED LIMESTONE SCREENINGS WITH 100% PASSING A ⅜" SIEVE SIZE AND A MAXIMUM 3% PASSING A No.200 SIEVE SIZE. DO NOT USE MASON SAND. THE BEDDING COURSE SHALL BE THE RESPONSIBILITY OF THE PAVING STONE INSTALLER. ALL EDGES OF THE PAVER BLOCK SHALL BE RESTRAINED BY ASPHALT OR CONCRETE CURB. THE AVERAGE COMPRESSIVE STRENGTH SHALL NOT BE LESS THAN 8,000 PSI WITH NO INDIVIDUAL UNIT STRENGTH LESS THAN 7,200 PSI. THE BEDDING COURSE SHALL BE THE RESPONSIBILITY OF THE PAVER BLOCK INSTALLER.
2. PAVER STONE THAT IS USED FOR PAVEMENT MARKING SHALL HAVE GLASS SPHERES THAT MEET THE RETROREFLECTIVITY OF FDOT STANDARD SPECIFICATIONS SECTIONS 971-1 AND 971-2 (>300 MILLICANDELAS).
3. WHEN HEADER CURB IS USED IN THE LOCATION OF A WHITE STRIPE, THE CURB SHALL BE WHITE CONCRETE WITH GLASS SPHERE OR WHITE EPOXY PAINT WITH REFLECTIVE BEADS.

TYPICAL SIDEWALK DETAIL

NTS



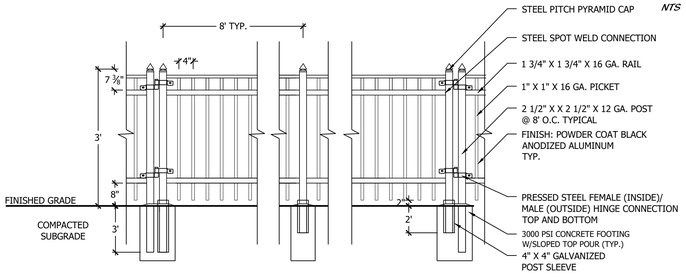
*SIDEWALKS THROUGH DRIVEWAYS SHALL BE 6" THICK

NOTES:

1. SIDEWALK MATERIALS AND CONSTRUCTION SHOWN HEREIN SHALL BE IN ACCORDANCE WITH APPLICABLE FDOT STANDARD SPECIFICATIONS 522 AND FDOT STANDARD PLANS INDEX 522.
2. FIBER-REINFORCED CONCRETE FOR CURBS AND SIDEWALKS SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 3,000 PSI AT 28 DAYS WITH A WATER TO CEMENT RATIO NOT MORE THAN 0.53 (LB/LB).
3. THICKENED EDGE SHALL CONTAIN APPLICABLE SUBGRADE COMPACTED TO 98% OF MAXIMUM DRY DENSITY (AASHTO T-99)
4. A DESIRED 8 FEET SHALL BE MAINTAINED BETWEEN EDGE OF TRAVEL LANE AND SIDEWALK WHERE CURB AND GUTTER DOES NOT EXIST (MINIMUM SHALL BE 4.5 FEET, UNLESS OTHERWISE APPROVED BY THE COUNTY ENGINEER).

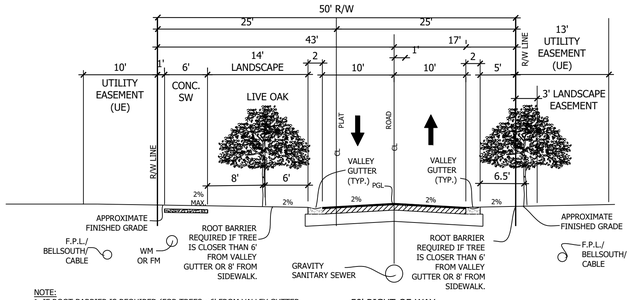
MODEL ROW FENCE DETAIL

NTS



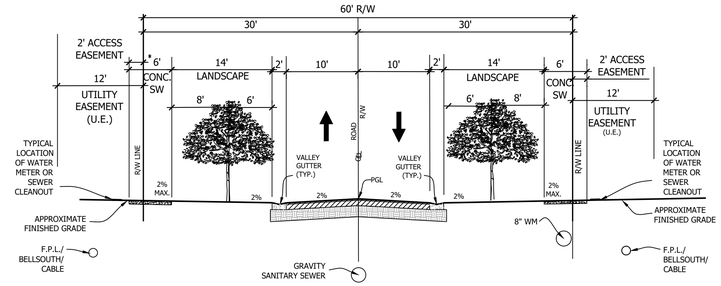
TYPICAL RIGHT-OF-WAY SECTIONS

NTS



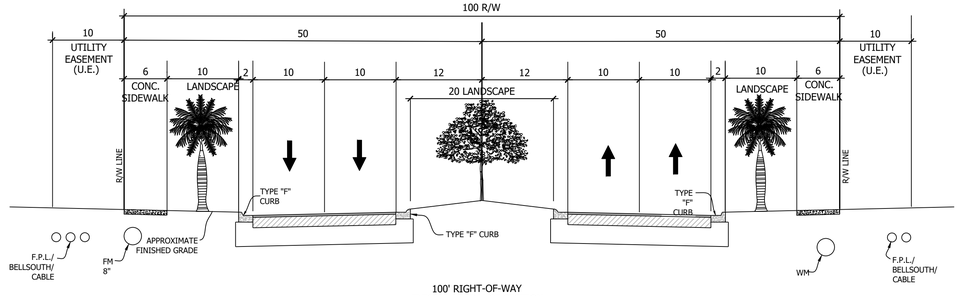
NOTE:
1. IF ROOT BARRIER IS REQUIRED (FOR TREES <6' FROM VALLEY GUTTER OR <8 ' FROM SIDEWALK), A ROOT BARRIER SHALL BE INSTALLED ALONG ALL STRUCTURES WITHIN TEN FEET OF TREE TRUNK. ALL ROOT BARRIERS SHALL BE MAINTAINED OR REPLACED AS NEEDED TO REMAIN FUNCTIONAL.
2. ANY PROPOSED STREET TREE REMOVAL AND REPLACEMENT MUST BE AUTHORIZED BY MARTIN COUNTY GROWTH MANAGEMENT DEPARTMENT IN ACCORDANCE WITH THE PUD AGREEMENT.

50' RIGHT-OF-WAY
TYPICAL SECTION
POSTED SPEED 25 MPH



60' RIGHT-OF-WAY
TYPICAL SECTION
POSTED SPEED 25 MPH

NOTE:
1. IF ROOT BARRIER IS REQUIRED (FOR TREES <6' FROM VALLEY GUTTER OR <8 ' FROM SIDEWALK), A ROOT BARRIER SHALL BE INSTALLED ALONG ALL STRUCTURES WITHIN TEN FEET OF TREE TRUNK. ALL ROOT BARRIERS SHALL BE MAINTAINED OR REPLACED AS NEEDED TO REMAIN FUNCTIONAL.
2. ANY PROPOSED STREET TREE REMOVAL AND REPLACEMENT MUST BE AUTHORIZED BY MARTIN COUNTY GROWTH MANAGEMENT DEPARTMENT IN ACCORDANCE WITH THE PUD AGREEMENT.



100' RIGHT-OF-WAY
TYPICAL ENTRANCE SECTION
POSTED SPEED 25 MPH

*SEE CIVIL PLANS FOR CONSTRUCTION DETAILING.

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SITE DETAILS

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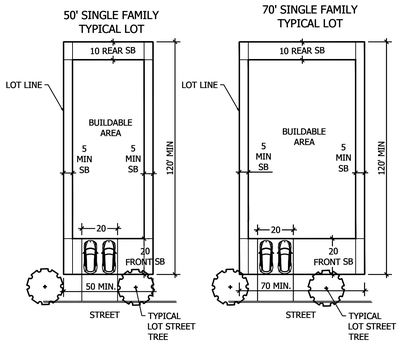
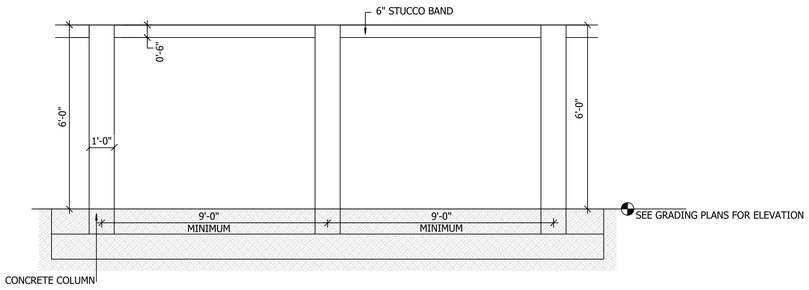
TYPICAL LOT LAYOUTS



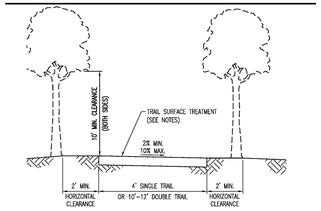
NOTES FOR SINGLE FAMILY LOTS:
STREET TREE PLACEMENT ON LOT SHALL BE NO CLOSER THAN 8 FEET FROM DRIVEWAY, WATER AND SEWER LINES AND ASSOCIATED LATERALS WITHOUT THE INSTALLATION OF APPROVED ROOT BARRIERS. STREET TREES MAY NOT BE REMOVED WITHOUT APPROVAL FROM GROWTH MANAGEMENT DEPARTMENT, AND TREES MUST BE REPLACED PER THE PUD AGREEMENT.

TYPICAL MASONRY WALL DETAIL



*NOTE: WALL CONSTRUCTION TO BE DETERMINED BY CONTRACTOR AT TIME OF BUILDING.

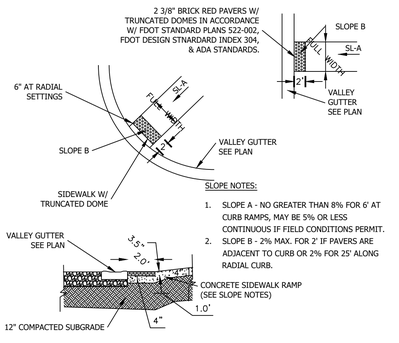
EQUESTRIAN TRAIL



NOTES FOR AGGRESSIVE TRAIL:
1. SURFACES ARE NATURAL
2. TREE AND SHRUB ENCROACHEMNT ARE LEFT NATURAL
3. EROSION IS LEFT NATURAL BUT SHOULD NOT INTERRFERE WITH TRAIL UTILIZATION
4. MISSING AND/OR DAMAGED SIGNS ARE REPLACED/REPAIRED
5. LITTER IS COLLECTED AT LEAST TWICE MONTHLY; BROKEN GLASS IS REMOVED
6. NO MOTORIZED VEHICLES ALLOWED ON TRAIL

DETECTABLE WARNING PAVER DETAIL

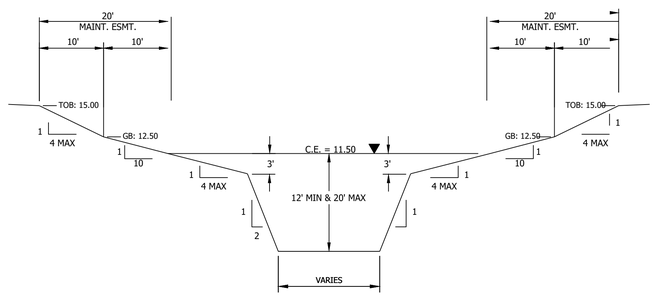
NTS



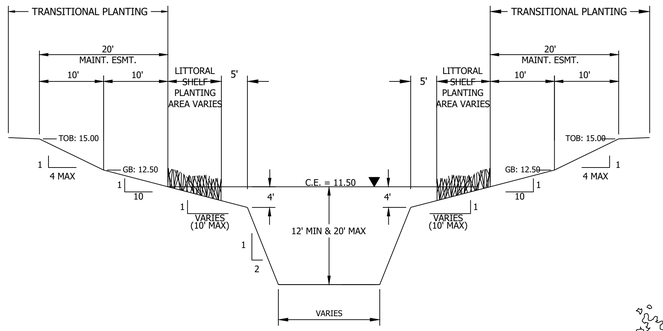
SLOPE NOTES:
1. SLOPE A - NO GREATER THAN 8% FOR 6' AT CURB RAMPS, MAY BE 5% OR LESS CONTINUOUS IF FIELD CONDITIONS PERMIT.
2. SLOPE B - 2% MAX. FOR 2' IF PAVERS ARE ADJACENT TO CURB OR 2% FOR 25' ALONG RADIAL CURB.

LITTORAL SHELF DETAILS

NTS



TYPICAL LAKE CROSS SECTION WITHOUT LITTORAL PLANTINGS

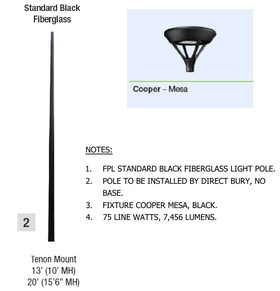


TYPICAL LAKE CROSS SECTION W/ LITTORAL PLANTINGS

TYPICAL LAKE CROSS SECTION W/ LITTORAL PLANTINGS AT EXISTING UPLAND TRANSITION ZONE

LIGHT POLE DETAIL

NTS



NOTES:
1. FPL STANDARD BLACK FIBERGLASS LIGHT POLE.
2. POLE TO BE INSTALLED BY DIRECT BURY, NO BASE.
3. FIXTURE COOPER MESA, BLACK.
4. 75 LINE WATTS, 7,456 LUMENS.

SITE DETAILS

Cotleur & Hearing
Landscape Architects
Land Planners
Environmental Consultants
1934 Commerce Lane
Suite 1
Jupiter, Florida 33458
561.747.6336 · Fax 747.1377
www.cotleurhearing.com
Lic# LC-26000535

HIGHPOINTE
PULTE GROUP
Martin County, Florida

DESIGNED	LAH
DRAWN	LAH
APPROVED	DTS
JOB NUMBER	19-0127
DATE	10-23-20
REVISIONS	03-23-21
	03-09-22 06-16-21
	04-06-22 09-03-21
	04-21-22 10-07-21
	01-03-22

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These drawings are the property of the architect and are not to be used for extensions or on other projects except by agreement in writing with the architect. Immediately report any discrepancies to the architect.

PRESERVE AREA MANAGEMENT PLAN

MARTIN COUNTY
GROWTH MANAGEMENT DEPARTMENT
ENVIRONMENTAL DIVISION

Pulte Home Company, LLC
HighPointe PUD

Sections 8, 17 Township 39S, Range 41E

Unincorporated Martin County, Florida

Prepared By:

EDC, Inc.

Approved by/Date : _____

PART I
ENVIRONMENTAL ASSESSMENT

Environmental Assessment
Pulte Home Company

I. Existing Conditions

The proposed project encompasses the 321 acre formerly known as "Martin Preserve", and recently as Christ Fellowship Stuart, and is located in Sections 8 and 17, Township 39S, Range 41E, east of South Fork High School and bounded on the west by C.R. 711. The PAMP for this former project was approved by the BOCC in 2013. The current applicant, Pulte Homes, revising this PAMP to reflect the updated owner as part of the transfer of ownership as well as updated conservation areas.

The soils within the property have not changed and are listed in the previous EA conducted by others. See soils section of this PAMP for applicable soils information.

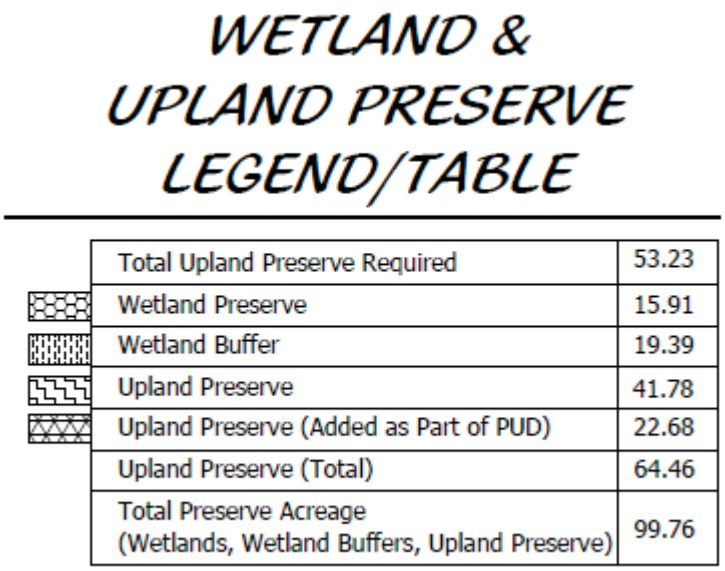
The habitat areas and their FLUCCS acreage delineation within the property have not changed since the 2008 approved PAMP. As stated above, those FLUCCS classifications and acreages have been incorporated into this PAMP. The habitat map has been recreated based on the 2008 habitat assessment and approved wetland jurisdictional determinations for the purpose of providing a clear and complete PAMP. Please note that the site has a valid South Florida Water Management District permit (43-01664-P) of which includes the approved jurisdictional wetland delineation.

The intent of this revised PAMP is to amend the site plan from institutional to residential development as well as update the proposed conservation areas.

A. Proposed Conditions

The applicant is proposing to construct a residential development. The development is proposed to be constructed in several phases. Please see the site plan as prepared by Cotleur and Hearing.

The applicant will preserve the currently maintained 15.91 acres of wetlands, 19.39 acres of wetland buffer, and 41.78 acres of upland preserve. The applicant added an additional 22.68 acres of upland preserve. Based on this, the site plan includes 64.46 acres of upland preserve and the applicant will set aside a total preserve acreage of 99.76 acres. Please refer to Figure 1 for a tabular depiction of the above.



	Total Upland Preserve Required	53.23
	Wetland Preserve	15.91
	Wetland Buffer	19.39
	Upland Preserve	41.78
	Upland Preserve (Added as Part of PUD)	22.68
	Upland Preserve (Total)	64.46
	Total Preserve Acreage (Wetlands, Wetland Buffers, Upland Preserve)	99.76

Figure 1. Preserve Area tabular calculation

B. <u>Previous Impacts</u>

This property has experienced minor impacts associated with historic agricultural activities. This includes creation of ditches and clearing of land for pasture.

<u>II. Soils</u>

Based on a review of the USDA Soil Survey of Martin County Area, Florida, the site is composed of:

#16 Oldsmar Fine Sand – This poorly drained soil is found typically in broad areas in the flatwoods. The water table is at a depth of less than 10 inches for 1 to 3 months during the wet season. The soil is well suited for pasture and hay crops.

#17 Wabasso Sand – This soil is a nearly level, poorly drained soil in broad open areas of the flatwoods. The water table is typically as t depth of less than 10 inches for 1 to 2 months during the wet season and at a depth of 10 to 40 inches for 6 months or more.

#20 Riviera Fine Sand – This nearly level soil is poorly drained and has a surficial layer of dark gray sand about four inches thick. The water table is typically at less than 10 inches for two to four inches thick. The water table is typically at less than 10 inches for two to four months of the year. The soil is well suited for pasture and hay crops.

#21 Pineda Sand – This soil is nearly level, poorly drained soil in low grassy flats. The water table is typically at a depth of less than 10 inches for 2 to 6 months during wet seasons, and at a depth of 10 to 40 inches for the remaining time.

#49 Riviera Fine Sand, Depressional – This soil is often in depressions and it has smooth to cncave slopes that range from 0 to 2 percent. The soil is often ponded for six to nine months of the year. The soil is often a component of wetland areas.

#54 Oldsmar Fine Sand, Depressional – This nearly level soil is poorly drained. It is in wet depression in the flatwoods. This soil is ponded for six to nine months during the year and the surface layer is fourteen inches of black muck. The soil is too wet for cultivated crops in its native condition.

#62 Nettles Sand, Depressional – This nearly level soil is poorly drained. It is in depressions and drainageways in the flatwoods. Slopes are smooth and range from 0 to 2 percent. Typically, the surface layer is about 12 inches thick. The water table is at a depth of 10 to 40 inches for 4 to 6 months or more during most years. It is a depth of less than 10 inches for 2 to 4 months during wet seasons.

 # 63 – Nettles Sand – This nearly level soil is poorly drained. It is found in broad areas of flatwoods, mainly in the northeastern part of the county. Areas are generally quite large, ranging up to 2,000 acres. Slopes are smooth and range from 0 to 2 percent. The water table is at a depth of 10 to 40 inches for 4 to 6 months or more during most years. It is at a depth of 10 inches for 2 to 4 months during wet seasons.

#64 EauGallie Fine Sand – This soil is a nearly level, poorly drained soil in broad open areas of the flatwoods. The water table is typically at a depth of less than 10 inches for 2 to 4 months during wet seasons, and within a depth of 40 inches for more than 6 months.

III. Existing Habitat/FLUCCS

A. Wetland Habitats

Per the approved Martin Preserve PAMP and SFWMD Permit, multiple wetland areas exist within the limits of the parcel. Wetland habitats and acreages are as follows:
#621 Cypress (1.81 acres)
#641 Freshwater Marsh (9.23 acres)
#643 Wet Prairie (4.85 acres)

B. Upland Habitats

Upland portions of the site are comprised of Improved Pasture, Rural Lands in Transition, Brazilian Pepper, Pine Flatwoods and Disturbed Lands.

Identified upland classifications have been confirmed by Martin County staff and EDC, Inc. as the following FLUCCS categories:

#211 Improved Pasture (54.6 acres)
#411 Pine Flatwoods (212.9 acres)
#741 Rural Lands in Transition (25.7 acres)
#422 Brazilian Pepper (1.2 acres)

C. Other Classifications

The PAMP additionally lists the following other land classifications:

#510 Streams and Waterways – (1.4 acres)
#524 Lakes Less Than 10 AC. (4.9 acres)
#830 Utilities (2.3 acres)

IV. Wildlife Observations

The qualified biologists with EDC, Inc. have conducted multiple site visits for the purposes of conducting wildlife surveys. Site visits were conducted annually from 2012 to as recent as May 2019. During these surveys pedestrian transects were made throughout the parcel for the observation of wildlife, scat, tracks, nesting areas, dens, and burrows. Please see the enclosed wildlife transect map. As wildlife populations and nesting/breeding locations change over time and this is a large site with upland and wetland preserves capable of supporting various species of both listed and non-listed flora and fauna, additional wildlife surveys will need to be conducted prior to the construction of each phase in order to ensure adequate protection of species habitats. During EDC (fka Crossroads) site visit in February 2013 gopher tortoise burrows, listed as threatened by the state were observed on the property. A gopher tortoise survey was conducted across 15% of the total site that contained suitable gopher tortoise habitat. Areas considered to be of suitable were determined bases on the definition as stated in the Florida Fish and Wildlife Conservation Commission Gopher Tortoise Permitting Guidelines Issued April 2008, Revised September 2012, 2017. The 15% survey was also conducted in accordance with these same guidelines. Additional wildlife sightings include:

Reptiles: Gopher Tortoise (*Gopherus polyphemus*), Black Racer (*Coluber constrictor priapus*)
Amphibians: None
Mammals: Raccoon Tracks (*Procyon lotor*) , Feral Hog (*Sus scrofa*), Deer Tracks *(Odocoileus virginianus*), Coyote (*Canis latrans*), Armadillo Dens (*Dasypus novemcinctus*)
Aves: Mocking Bird (*Mimus polyglottos*), Blue Heron (*Ardea Herodias*) Black Bird (*Agelaius sp*, Black Vulture (*Coragyps atratus*), Red Shouldered Hawk (*Buteo lineatus*)

V. Protected Species

EDC, Inc. conducted a pedestrian survey throughout the property to investigate for the presence of any plant or animal listed species in March and September of 2020. Gopher tortoise burrows, listed by the state as a threatened species were observed. See the enclosed gopher tortoise map for locations of burrows and survey transects. All gopher tortoises will be protected in accordance with the Florida Fish and Wildlife Conservation Commission Gopher Tortoise Permitting Guidelines Issued April 2008, Revised September 2012, 2017. As this is a phased project 100% surveys will be conducted within the limits of each phase prior to issuance of a land clearing permit in accordance with Florida Fish and Wildlife Conservation Commission Gopher Tortoise Permitting Guidelines Issued April 2008, Revised September 2012, 2017 or most current supplement.

Additionally, a database search request was made to the FFWCC for any documented occurrences of listed species or critical/imperiled habitats. A database search request from FFWCC indicates no recorded species occurrence the subject property. However, the FFWCC search request letter does indicate that there are documented occurrences of the Eastern Indigo Snake and other species listed by FNAI off the property to the east of the Florida Turnpike, critical habitats for the Coopers hawk and Swallow tailed kite are located within the project area, and priority wetlands within the limits of the property. While neither the Coopers hawk nor Swallow tailed kite bird species are state or federally listed as threatened or endangered, they utilize forested cypress systems for nesting, foraging, and roosting. All cypress wetlands are proposed for preservation and enhancement through land management (exotic plant removal) as well as water quality improvements through the installation of a surface water management system. The current ecological state of the onsite cypress wetlands are good to moderate with varying infestations of Old World Climbing Fen and Brazilian pepper. Management for these exotic plant species will serve to greatly improve the existing habitat for both the Coopers hawk and swallow tailed kite. The U.S. Fish and Wildlife Information Planning, and Conservation System (IPAC) was also consulted. A list of twenty-nine (29) potential species was generated as part of this on line database search. During pedestrian transects no Federal listed species were observed. Also, specifically, no Coopers hawk or

swallow tailed kites were observed either foraging or nesting on the property. This list is included in the appendix of this document.

VI. Restoration/Mitigation/Firewise Plan

A. Eradication of Nuisance and Exotic Vegetation

Exotic vegetation is present inside the wetland buffer preserve areas in varying quantities ranging from minor cluster to areas of 100% spot coverage. All nuisance and exotic vegetation as listed by the Florida Exotic Pest Plant Council will be eradicated from the preserve area.

- **All Brazilian pepper trees and other woody exotics will be eradicated by cutting of the trunk and treatment of the stump with an appropriately labeled herbicide. All vegetative debris will be removed from preserve areas and disposed of off-site.**
- **The criterion for completion of the woody exotic eradication will be 100 percent kill. If initial eradication efforts do not achieve this criterion, follow up treatment will be conducted.**
- **Any debris removed will be handled in accordance with the disposal specifications.**
- **All eradication of non-woody exotic vegetation will be through application of appropriately labeled herbicide.**
- **The criterion for acceptance of eradication for all non-woody exotic vegetation will be 100 percent kill. If initial eradication efforts do not achieve this criterion, follow up treatment will be conducted**
- **The exotic vegetation eradication in the preservation area could generate minimal vegetative debris that requires disposal. There will be a staging and storage area provided adjacent to the preservation area on the proposed project site, outside the limit of the preserve.**
- **Transport of vegetative debris from the preservation area to the staging area will be conducted in a fashion that minimizes the distribution and dispersal of seeds from such debris.**
- **No cut exotic or nuisance vegetative material will be left in the wetland preservation area.**
- **All vegetative debris, either whole or chipped/mulched will be hauled off site and disposed of at a landfill or other such appropriately licensed facility.**

Herbicides are required for the treatment of all stumps of woody vegetation to prevent re-growth, and for eradication of non-woody exotic and nuisance vegetation.

- **All herbicide application activity will be conducted under the supervision of a Florida Agriculture licensed applicator, licensed for application of aquatic herbicides.**
- **All herbicides applied within the wetland area must be properly labeled for application in wetlands.**
- **All herbicide applied must include a visible tracer dye in the mix to facilitate observation of treated vegetation.**

B. Replanting with Native Wetland/Transitional/Upland Vegetation

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

1. Restoration of Wetland Buffer Preserve Areas

The wetland buffer preserve contains a mixture of native and exotic vegetation. Maintenance activities will include the eradication of exotic invasive vegetation. If re-vegetation is required post exotic removal the plant material will consist of similar species currently found within the wetland buffer areas. Any re-vegetation efforts will achieve 80% coverage of native vegetation within 18 months post restoration. The actual plant material quantities will be a site-specific decision.

However, the following plant list has been established for the site and is based on observations of the on-site wetland species composition.

The quantities listed are for 0.10 acres of wetland buffer planting (if necessary). The actual quantities may vary depending on the size and nature of the area to be planted (if required).

Common Name	Scientific Name	Size	Quantity	Size
Slash Pine	*Pinus ellottii*	10g	3	10' O.C.
Cabbage Palm	*Sabal pametto*	10g	3	10' O.C
Saw Palmetto	*Serenoa repens*	3g	5	5' O.C
Wax Myrtle	*Myrica cerifera*	3g	5	3' O.C
Beauty Berry	*Callicarpa americana*	3g	20	3' O.C
Sand Cordgrass	*Spartina bakeri*	1g	15	3' O.C

2. Restoration of Wetland Preserve Areas

The wetland areas within the Pulte Homes property were previously managed as part of an agricultural operation. This type of management has ceased on the property and the wetlands are currently re-vegetating with a variety of native species. Based on this, the applicant will, as part of the continued onsite monitoring, determine if supplemental planting of the wetlands is required within six (6) months of the approval of the revised PAMP.

If supplemental planting is required, the owner will utilize the following planting plan as a base. The quantities listed are for one quarter acre of wetland planting (if necessary). The actual quantities may vary depending on the size and nature of the area to be planted.

Common Name	Scientific Name	Size	Quantity
Soft Rush	*Juncus spp.*	br	500
Yellow Eyed Grass	*Xyris spp.*	br	400
Maidencane	*Panicum hemitomon*	br	450
Swamp Fern	*Blechnum serrulatum*	br	250
Broom Grass	*Andropogon spp.*	br	250
Spikerush	*Eleocharis spp.*	br	500

The vegetative success criteria for the preservation area includes the requirement for 80 percent coverage of desirable vegetation by the end of the second year, and aerial coverage of exotic vegetation at zero percent and nuisance vegetation limited to 5 percent or less. Wetland areas will be monitored as per the attached SFWMD wetland monitoring plan, and the County will be copied on the report submission.

C. Firewise Clearing Area

As per the approved site plan, vegetation within the firewise noted areas will be managed to reduce the threat of wildfire and create fire management areas at the exterior of the proposed preserve areas. The firewise buffers will not be cleared, however, the native vegetation will allow for access by off-road fire-fighting apparatus. Additionally, dead or storm damaged vegetation will be removed from the firewise buffer areas without required notification to the Martin County Environmental Planning Administrator for approval prior to implementation. Firewise management areas are depicted within the approved site plan. Modifications to the approved firewise management areas must be approved by the Martin County Environmental Planning Administrator prior to implementation.

VI. Conclusion

The Pulte Homes HighPointe PUD project entails an amendment of the approved Christ Fellowship PAMP and site plan for the development of a residential neighborhood.

Pedestrian surveys were conducted across representative portions of areas proposed for development to investigate for the presence of listed flora and fauna as well as to obtain general habitat and wildlife information. Gopher tortoise burrows, listed by FFWCC as threatened were observed on the property. All gopher tortoises will be protected in accordance with the Florida Fish and Wildlife Conservation Commission Gopher Tortoise Permitting Guidelines Issued April 2008, Revised September 2012, 2017. This will include conducting 100% surveys of all areas proposed for development prior to land clearing and the incorporation of applicable protection measures.

VII. List of Exhibits

Attachment 1: Location Map
Attachment 2: Aerial Photograph
Attachment 3: Soils Map
Attachment 4: FLUCCS/Habitat Map
Attachment 5: Previous PAMP (not included, on file with county)
Attachment 6: Upland Preserve Map (site plan)
Attachment 7: LAMP

PART II
CONDITIONS

A. RECORDING

This modified Preserve Area Management Plan (PAMP) will be recorded by the Martin County Clerk of Courts and labeled with the appropriate O.R. Book and Page Number. One copy of the recorded document will be provided to the Martin County Environmental Planning Administrator within thirty (30) days of the Recording date. This PAMP may be altered or amended only with the agreement of the Martin County Environmental Planning Administrator and the owner/developer and with the approval of the Martin County Board of County Commissioners. If the PAMP is altered or amended, the revised document will be recorded by the Martin County Clerk of Courts and one copy of the revised document will be provided to the Martin County Environmental Planning Administrator within thirty (30) days of the Recording date.

B. COMPLIANCE

The owner(s) of the lands to be preserved/maintained by this Preserve Area Management Plan (PAMP) and the developer(s) of the property described in this PAMP, their successors and assigns, and their environmental consultants and contractors, will implement and comply with all portions of this PAMP.

C. MONITORING AND REPORTING

Compliance with the terms of this PAMP includes submittal of Monthly Monitoring Reports on PAMP compliance throughout all phases of project construction and submittal of an Annual Monitoring Report each year for a period of five years following completion of project construction, pursuant to Section 10.17 of the Martin County Land Development Regulations. The owner(s) of the lands to be preserved shall have ultimate responsibility for the submittal of all Monitoring Reports.

Annual monitoring will be conducted by a qualified environmental professional no later than November 30 of each year following issuance of a Certificate of Occupancy for development described in the PAMP. A report presenting the results of the annual monitoring will be submitted by the environmental professional to the Martin County Environmental Planning Administrator within thirty days of the completion of the monitoring. Included in the Annual Monitoring Report will be a list of any violations of the PAMP during the previous year, with recommendations for, and a schedule of, remedial actions and any enhancement activities proposed for the coming year. All Annual Monitoring Reports are due no later than December 31 of the year they are to be submitted. After the first five-year monitoring period, the Preserve Areas may be subject to further monitoring and maintenance to ensure environmental integrity and consistency with the provisions of the Plan. A copy of the suggested template for the Annual Monitoring Report is attached to this PAMP as an Appendix.

D. TRANSFER OF OWNERSHIP

The Martin County Environmental Planning Administrator shall be notified in writing within thirty (30) days of transfer of ownership of any lands preserved by this PAMP. Failure to notify will be considered as a non-compliance with the terms of this PAMP.

E. SITE PLAN

The Site Plan included as an appendix to this PAMP illustrates all preserve areas, right-of-ways and easements, proposed structures, with distances to on- and off-site upland preserves, wetlands and wetland buffers, proposed final grade of developed area, and location of permanent preserve area signs. Included on the Site Plan is a summary of the following: total acreage of the Site; acreage of wetland habitats under preservation; acreage of native and common upland habitats under preservation; acreage of upland buffer on-site; acreage of on-site wetland mitigation areas; and total acreage under preservation. The Site Plan will contain the notation: **"PRESERVE AREAS ARE NOT TO BE ALTERED WITHOUT WRITTEN PERMISSION OF THE MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS."**

F. PRESERVE AREA SURVEYING REQUIREMENTS

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

G. PRESERVE AREA SIGNAGE REQUIREMENTS

Preserve Areas will be posted with permanent signs. These signs will be at least 11 x 14 inches in size and will be posted in conspicuous locations along the Preserve Area boundary, at a frequency of no less than one (1) sign per 500 feet. Boundary Markers will be placed at the corners of residential lots abutting Preserve Areas. All signs and boundary markers will be approved by the Martin County Environmental Planning Administrator and will be in place prior to issuance of a building permit for construction on the site. An example of the Preserve Area Sign is included in the original PAMP for the project (attached).

H. SITE CLEARING

The Land Clearing/Erosion Control Plan appended to this PAMP contains information on land clearing to be conducted, existing vegetation to be retained, location of construction barricades around preserve areas, procedures for debris removal and soil stabilization, and location of silt fences. Where clearing of vegetation is proposed (i.e. building envelope, utilities, drainage, road right-of-way, etc.), the developer will ensure that all Preserve Areas and buffers are protected with construction barricades and erosion control devices in accordance with the following guidelines.

Construction barricades will be placed at least 10 feet outside of all Upland Preserve Areas, or at the dripline of the canopy trees, whichever is greater. Barricades will be inspected by County Environmental Division staff prior to work approval. Barricades will consist of high-visibility orange safety fence extending from the ground to a height of at least 4 feet and will not be attached to vegetation. Removal of the barricades will be approved only after issuance of a Certificate of Occupancy.

All native vegetation not slated for removal as part of the development plans will be retained in its undisturbed state and will be barricaded at or outside the dripline of the trees. Wetlands will be protected from possible surface water and sediment runoff by the placement of erosion control devices (e.g., silt screens, hay bales or other turbidity control measures) at least 5 feet outside the perimeter of the wetland buffer.

All barricades, silt screens and other erosion control devices will be upright and maintained intact for the duration of construction.

The owner/developer to required to inform all contractors of site clearing requirements. Failure to comply with these requirements will be considered a violation of the Site Plan approval. Work on the project may be stopped until compliance is achieved.

I. ACTIVITIES ALLOWED IN PRESERVE AREAS

Property owners are encouraged to enjoy the natural beauty of their Preserve Areas. Although development of Preserve Areas is not allowed, passive uses, such as bird-watching and other non-destructive uses of natural areas are encouraged, as long as they do not affect the hydrology or vegetative cover of a Preserve Area.

J. ACTIVITIES PROHIBITED IN PRESERVE AREAS

Activities prohibited in Preserve Areas or easements within Preserve Areas include, but are not limited to: construction; dumping or placing building materials, soil, garbage, trash, or dead vegetation on or above the ground; removal or destruction of native trees, shrubs or other native vegetation; excavation or dredging of soil; diking or fencing; vehicular traffic including use by non-motorized vehicles, recreational vehicles and off-road vehicles; permanent irrigation; trimming, pruning, or fertilization; and any other activities detrimental to drainage, flood control, water conservation, erosion control or fish and wildlife conservation and preservation.

No hazardous material other than fuel for refueling on-site equipment may be stored during construction. On-site fuel tanks may not be located within twenty-five (25) feet of any Preserve Areas and will be removed upon completion of construction work. Buildings proposed to be located adjacent to Preserve Areas will be set back a minimum of ten (10) feet to allow for construction and maintenance without encroaching into the Preserve Area. All other structures (e.g. pools, sheds, decks, fences) shall be set back a minimum of five (5) feet from the Preserve Area boundary.

Development activities such as the construction of building pads for associated structures, swales, or culverts for surface water management shall not alter the

hydrology of adjacent Preserve Areas. Nor shall any activities increase non-point source pollution in Preserve Areas.

Grazing of cattle and horses or other livestock in Preserve Areas, while not prohibited, is discouraged. Over-grazing can result in destruction of habitat, loss of top soils and changes in hydrology of the area as a result of the loss of ground cover material, increased fertilization from animal droppings, and contamination of surface waters. These and other effects of over-grazing will be considered violations of this PAMP and will be addressed as any other PAMP violation.

K. RESTORATION AND MAINTENANCE ACTIVITIES

Except for approved restoration and maintenance activities, Preserve Areas will be left undisturbed. All maintenance of Preserve Areas will be in accordance with this PAMP. Maintenance and management activities will be performed by or under the supervision of a qualified environmental professional and must be approved by the Martin County Environmental Planning Administrator. A description of all proposed restoration and maintenance activities to be conducted on the site will be included in the Restoration/Mitigation Planting Plan prepared as part of the EA. The following restoration and maintenance activities may be allowed within Preserve Areas with prior written approval from the Environmental Planning Administrator: exotic plant removal; revegetation with native plants; removal of plant material that is dead, diseased, or considered to be a safety hazard; and controlled burns.

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

Revegetation - Any revegetation which might be necessary as a result of exotic vegetation removal or site construction activities shall consist of native plant species representative of the existing native plant community. This will ensure that the Preserve Areas maintain indigenous plant associations. Revegetation plans shall be included in the Restoration/Mitigation Planting Plan prepared as part of the EA.

All monitoring provisions necessary to assure the survivorship and maintenance responsibility for the reclamation areas of littoral and upland transition zone buffer areas around lakes constructed on the site managed by this PAMP shall be identified in the Restoration/Mitigation Planting Plan included in the EA for this site.

Vegetation Removal - Dead or diseased plant material shall be removed from Preserve Areas upon approval by the Martin County Environmental Planning Administrator. Revegetation may be required for any removed plant material. No debris, including dead plants, plant clippings or wood scraps, shall be allowed in Preserve Areas. All dead

plant material and debris removed from Preserve Areas shall be disposed of in a County-approved recycling facility.

Prescribed Burns - Martin County considers prescribed burns an acceptable habitat management tool. When approved by the Martin County Environmental Planning Administrator, prescribed burns may be conducted by a certified burn manager who will be responsible for obtaining all appropriate permits from State and local agencies.

Other Restoration and Maintenance Activities – Alternative and innovative management techniques, which may provide for the long-term viability and habitat value of the Preserve Areas and for protection against imminent threats to public health and safety, may be approved by the Martin County Environmental Planning Administrator.

L. SITE HYDROLOGY

Previous or potential drainage impacts will be corrected to the extent technically feasible. Water quality and the rate, timing, and volume of run-off shall recreate natural conditions for the benefit of onsite wetlands and other waterbodies. Wetlands and waterbodies on adjacent properties shall be protected from adverse impacts.

M. PROTECTED SPECIES

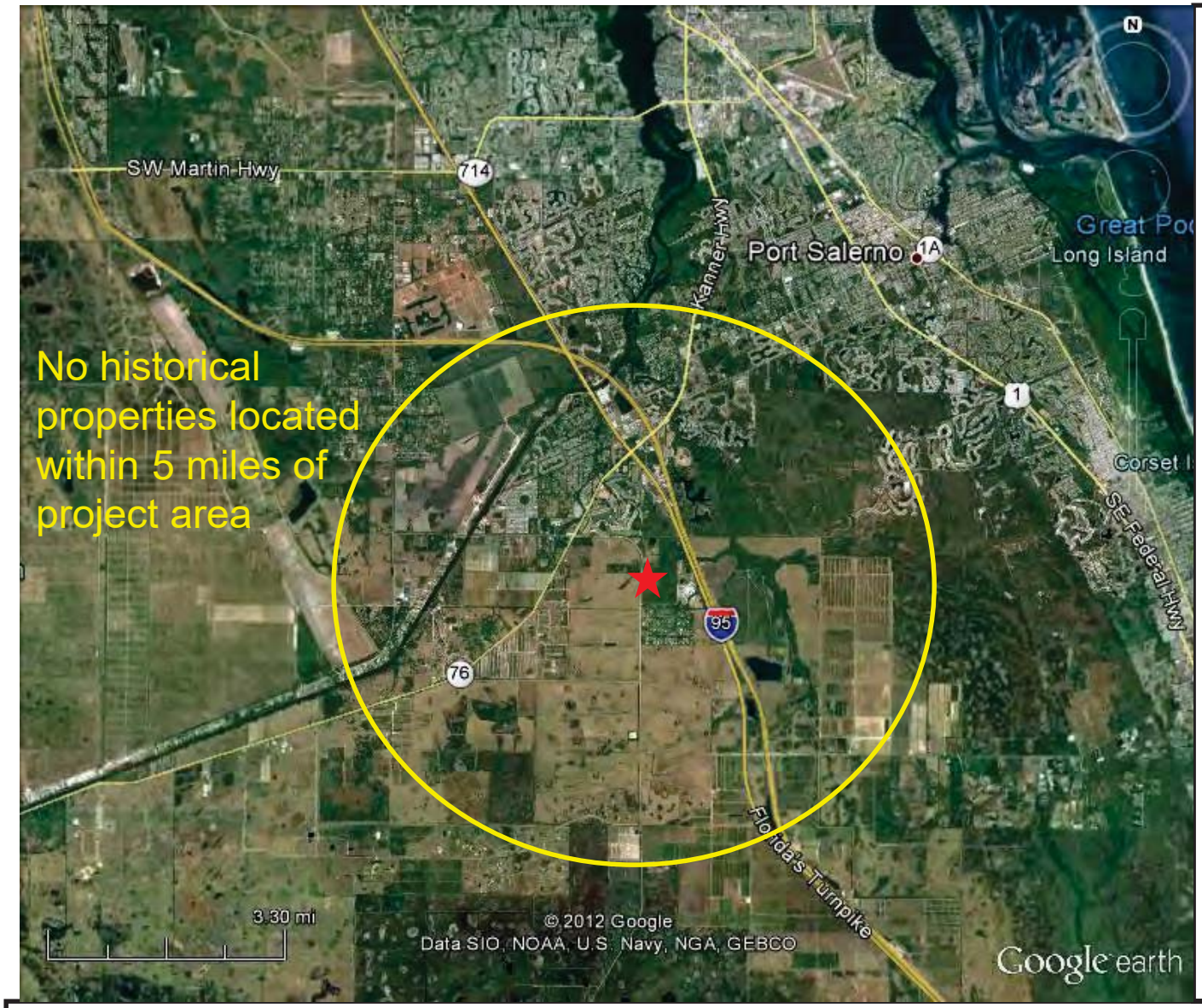
If a protected species survey conducted as part of the Environmental Assessment of the project site indicates the presence of protected plant or animal species, the Environmental Assessment will include a Protected Species Management Plan. This Plan will include the results of the protected species survey; a listing and description of protected species occurring on, or utilizing, the site; documentation of the protection status of each species; a map of active and inactive burrows, nests, cavity trees, etc. found as part of the survey; a description of the protective measures being provided for each listed species found on the site; and copies of all correspondence with applicable state and federal agencies regarding the protection of listed species.

N. INSPECTIONS AND ENFORCEMENT

Martin County is authorized to inspect any County regulated site or appurtenance. Duly authorized representatives of Martin County may, at any time, upon presenting proper identification, enter upon and shall be given access to any premises for the purpose of such inspection. Martin County shall have the right to enforce the provisions of this PAMP through any available administrative or civil proceeding, which may result in penalties. Restoration of habitat and other remedies, such as fines and fees covering staff time, may be required of any person, corporation or other entity found in violation of any of the provisions of this PAMP or of Article 10 of the Martin County Land Development Regulations.

APPENDICES

UPDATED
LOCATION MAPS



Legend

★ Project Area

Driving Directions: Kanner Hwy west of Florida's Turnpike, left on SW Pratt Whitney Rd. Parcels are located North of South Fork High School and West of the Florida's Turnpike.

Location Map: Proposed Pulte Development, Martin County, Florida

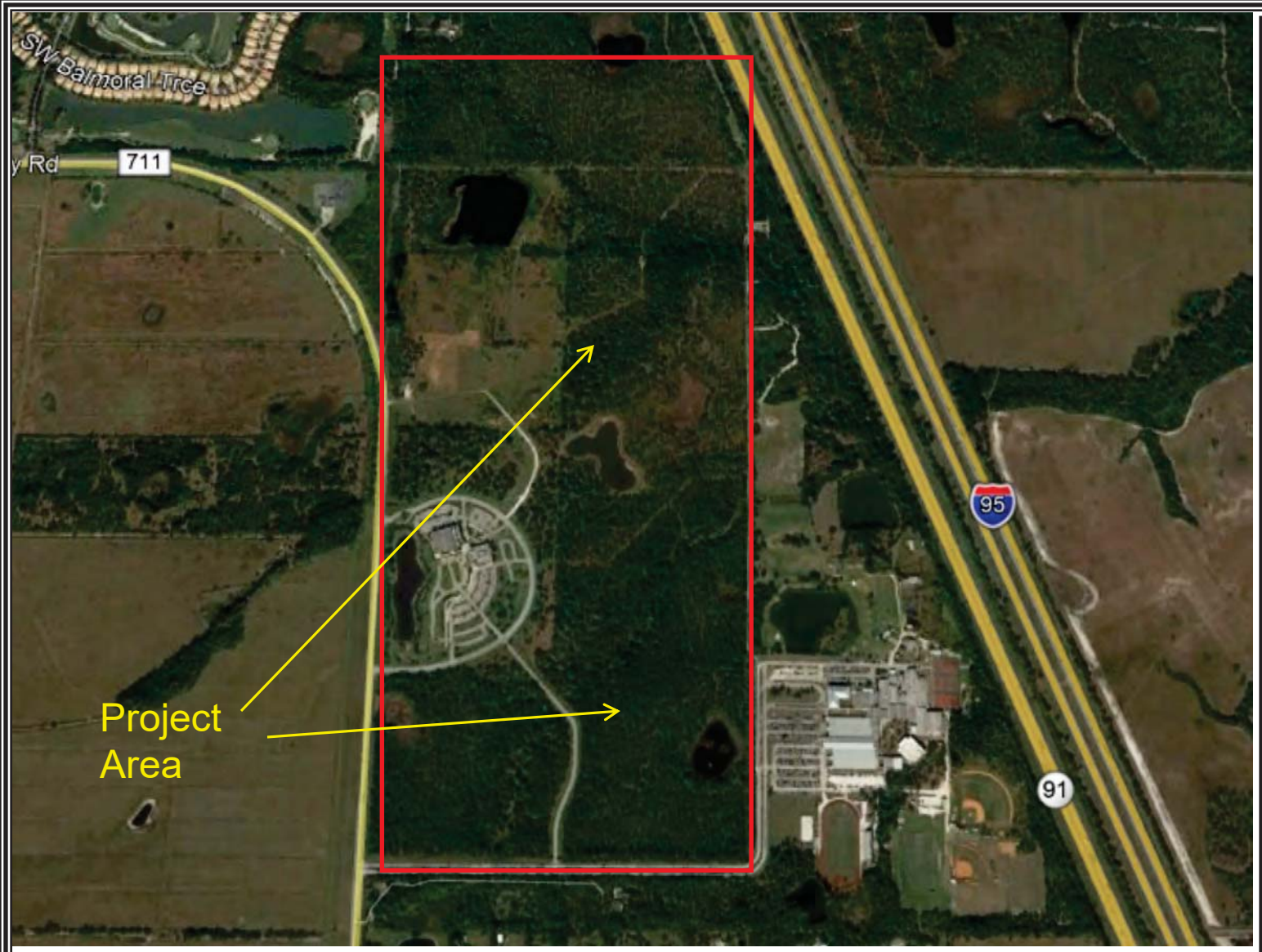


Legend

Property Boundary

Soil Map: Proposed Pulte Development Area, Martin County, Florida

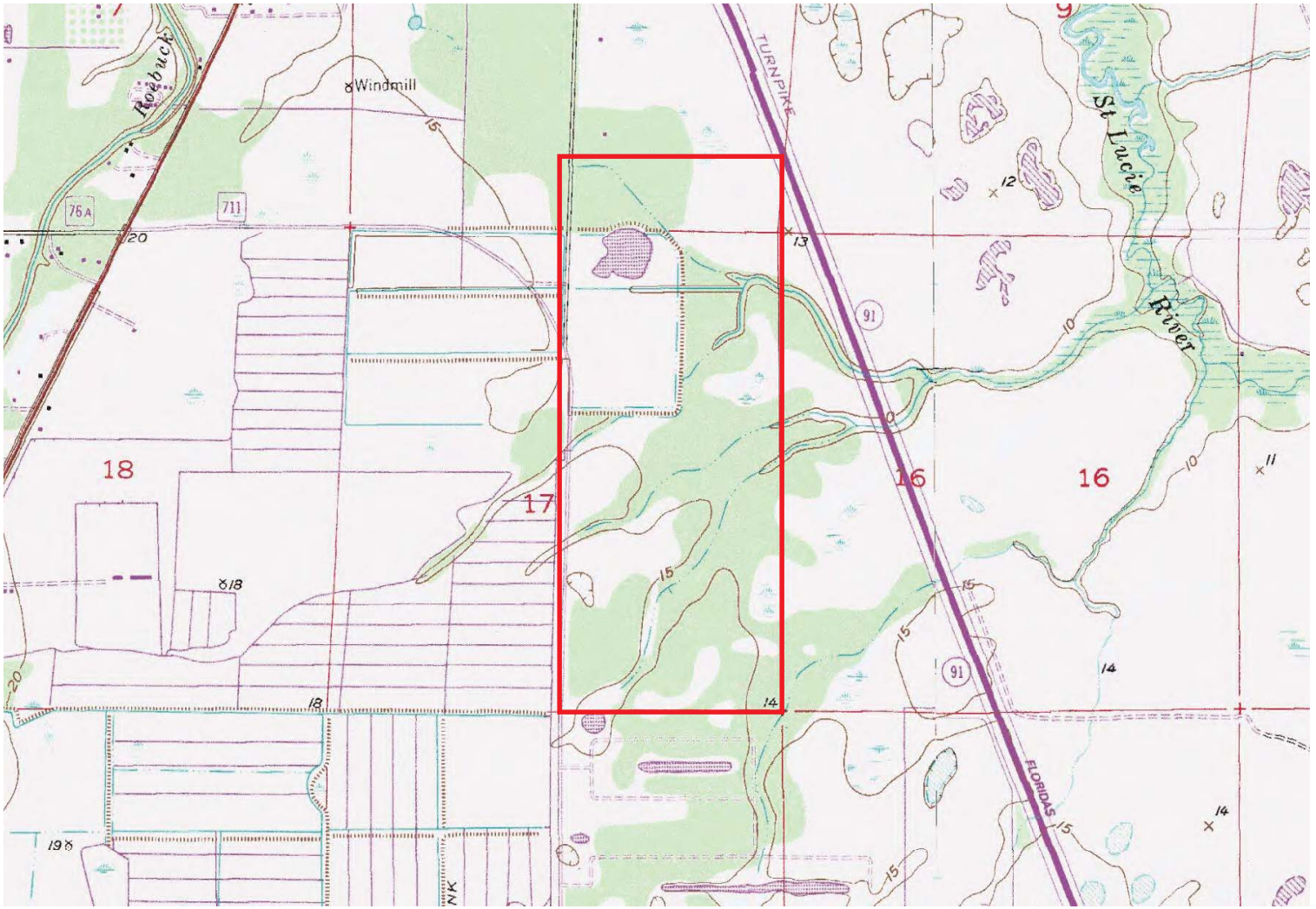
ERS ◆ SURVEYORS ◆ ENVIRONMENTAL



Legend

Approximate Property Boundary

Aerial Map: Proposed development area (January 2019) Martin County, Florida



Legend

Property Boundary

Topography Map: Proposed Pulte Development, Martin County, Florida

Parcel # 08-39-41-000-015-00030-0,08-39-41-000-015-00020-9, 17-39-41-000-001-00000-4, 17-39-41-000-008-00010-7, 17-39-41-000-002-00000-2, 17-39-41-000-008-00020-5, 17-39-41-000-007-00010-9

ENGINEERS ◆ SURVEYORS ◆ ENVIRONMENTAL

U.S. Fish and Wildlife Service

Natural Resources of Concern

This resource list is to be used for planning purposes only — it is not an official species list.

Endangered Species Act species list information for your project is available online and listed below for the following FWS Field Offices:

SOUTH FLORIDA ECOLOGICAL SERVICES FIELD OFFICE
1339 20TH STREET
VERO BEACH, FL 32960
(772) 562-3909
http://fws.gov/verobeach

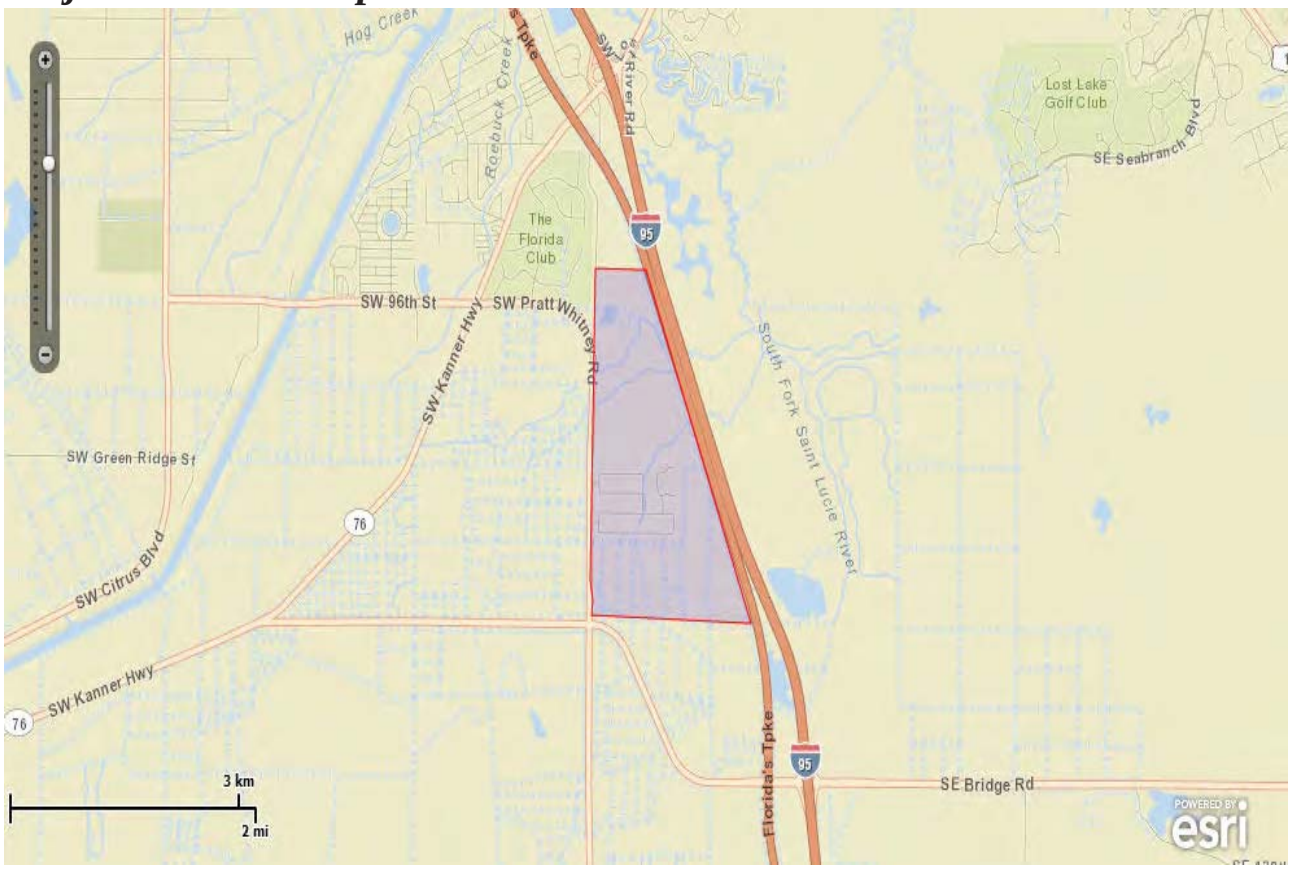
Project Name:

Christ Fellowship

U.S. Fish and Wildlife Service

Natural Resources of Concern

Project Location Map:



Project Counties:

Martin, FL

Geographic coordinates (Open Geospatial Consortium Well-Known Text, NAD83):

MULTIPOLYGON (((-80.2623032 27.0911345, -80.2556084 27.0909816, -80.2417038 27.0585852, -80.2628181 27.0593419, -80.2626551 27.0607253, -80.2629898 27.0625598, -80.2623032 27.0911345)))

Project Type:

Development

Natural Resources of Concern

Endangered Species Act Species List (USFWS Endangered Species Program).

There are a total of **29** threatened, endangered, or candidate species, and/or designated critical habitat on your species list. Species on this list are the species that may be affected by your project and could include species that exist in another geographic area. For example, certain fishes may appear on the species list because a project could cause downstream effects on the species. Please contact the designated FWS office if you have questions.

Species that may be affected by your project:

Birds	Status	Species Profile	Contact
Audubon's Crested caracara (*Polyborus plancus audubonii*) Population: FL pop.	Threatened	species info	South Florida Ecological Services Field Office
Everglade Snail kite (*Rostrhamus sociabilis plumbeus*) Population: FL pop.	Endangered	species info	South Florida Ecological Services Field Office
Florida scrub-jay (*Aphelocoma coerulescens*)	Threatened	species info	South Florida Ecological Services Field Office
Ivory-Billed woodpecker (*Campephilus principalis*) Population: entire	Endangered	species info	South Florida Ecological Services Field Office
Kirtland's Warbler (*Dendroica kirtlandii*)	Endangered	species info	South Florida Ecological Services Field Office
Piping Plover (*Charadrius melodus*) Population: except Great Lakes watershed	Threatened	species info	South Florida Ecological Services Field Office
Red Knot (*Calidris canutus ssp. rufa*)	Candidate	species info	South Florida Ecological Services Field Office
Red-Cockaded woodpecker (*Picoides borealis*)	Endangered	species info	South Florida Ecological Services Field Office

Natural Resources of Concern

Whooping crane (*Grus americana*) Population: U.S.A. (CO, ID, FL, NM, UT, and the western half of Wyoming)	Experimental Population, Non-Essential	species info		South Florida Ecological Services Field Office
Wood stork (*Mycteria americana*) Population: AL, FL, GA, SC	Endangered	species info		South Florida Ecological Services Field Office
Fishes				
Smalltooth sawfish (*Pristis pectinata*)	Endangered	species info		South Florida Ecological Services Field Office
Flowering Plants				
Beach jacquemontia (*Jacquemontia reclinata*)	Endangered	species info		South Florida Ecological Services Field Office
Four-Petal pawpaw (*Asimina tetramera*)	Endangered	species info		South Florida Ecological Services Field Office
Johnson's seagrass (*Halophila johnsonii*)	Threatened	species info		South Florida Ecological Services Field Office
Lakela's mint (*Dicerandra immaculata*)	Endangered	species info		South Florida Ecological Services Field Office
Tiny polygala (*Polygala smallii*)	Endangered	species info		South Florida Ecological Services Field Office
Insects				
Florida Leafwing Butterfly (*Anaea troglodyta floridalis*)	Candidate	species info		South Florida Ecological Services Field Office
Miami Blue Butterfly (*Cyclargus thomasi bethunebakeri*)	Endangered	species info		South Florida Ecological Services Field Office

Natural Resources of Concern

Lichens				
Florida Perforate cladonia (*Cladonia perforata*)	Endangered	species info		South Florida Ecological Services Field Office
Mammals				
Florida panther (*Puma concolor coryi*)	Endangered	species info		South Florida Ecological Services Field Office
puma (*Puma concolor*) Population: FL	Similarity of Appearance (Threatened)	species info		South Florida Ecological Services Field Office
Southeastern Beach mouse (*Peromyscus polionotus niveiventris*)	Threatened	species info		South Florida Ecological Services Field Office
West Indian Manatee (*Trichechus manatus*)	Endangered	species info		South Florida Ecological Services Field Office
Reptiles				
American alligator (*Alligator mississippiensis*)	Similarity of Appearance (Threatened)	species info		South Florida Ecological Services Field Office
American crocodile (*Crocodylus acutus*) Population: FL pop.	Threatened	species info		South Florida Ecological Services Field Office
Eastern Indigo snake (*Drymarchon corais couperi*)	Threatened	species info		South Florida Ecological Services Field Office
Green sea turtle (*Chelonia mydas*) Population: FL, Mexico nesting pops.	Endangered	species info		South Florida Ecological Services Field Office
Hawksbill sea turtle (*Eretmochelys imbricata*)	Endangered	species info		South Florida Ecological Services Field Office

Natural Resources of Concern

Leatherback sea turtle (*Dermochelys coriacea*)	Endangered	species info		South Florida Ecological Services Field Office

FWS National Wildlife Refuges (USFWS National Wildlife Refuges Program).

There are no refuges found within the vicinity of your project.

FWS Migratory Birds (USFWS Migratory Bird Program).

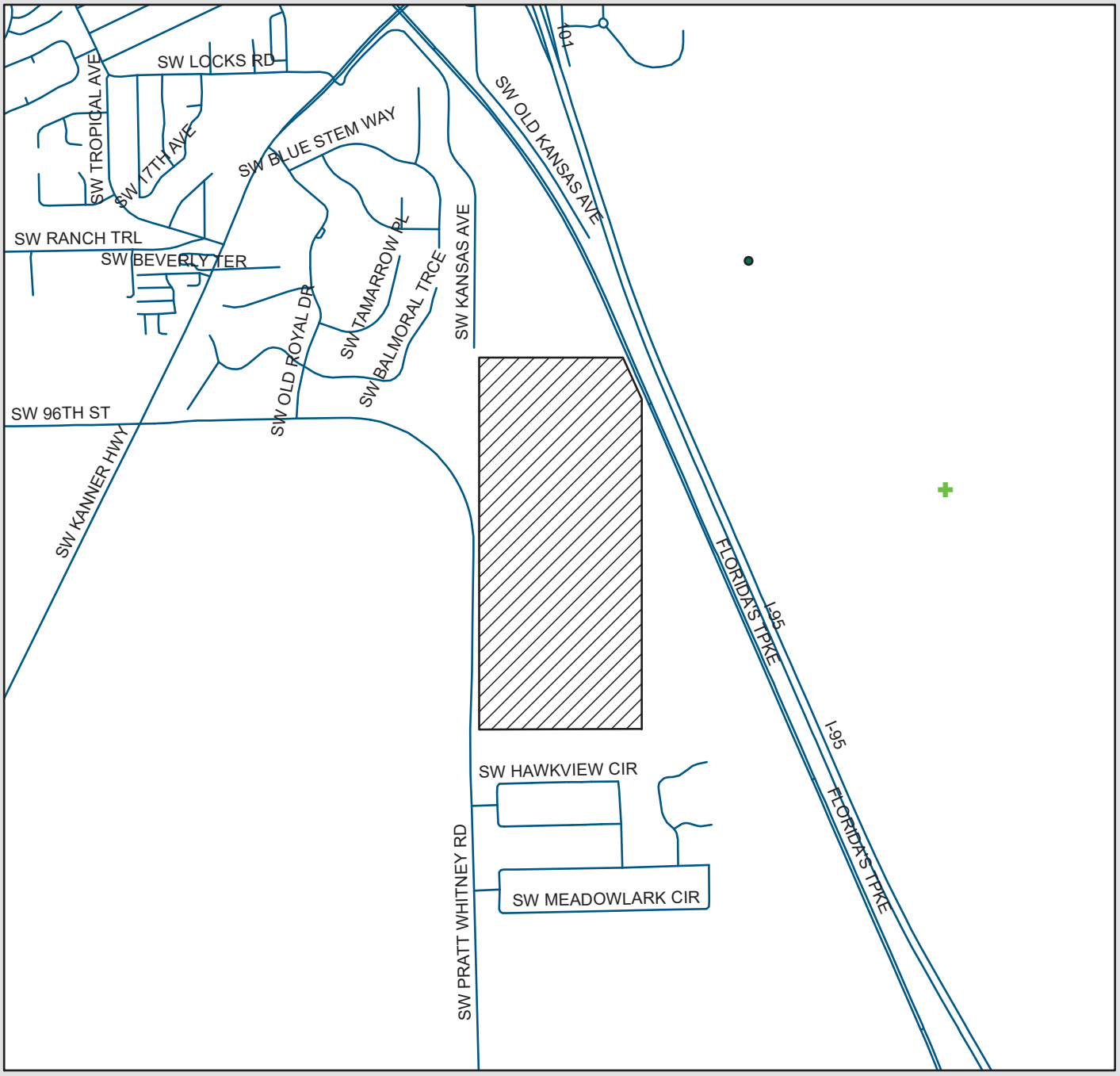
Most species of birds, including eagles and other raptors, are protected under the Migratory Bird Treaty Act (16 U.S.C. 703). Bald eagles and golden eagles receive additional protection under the Bald and Golden Eagle Protection Act (16 U.S.C. 668). The Service's Birds of Conservation Concern (2008) report identifies species, subspecies, and populations of all migratory nongame birds that, without additional conservation actions, are likely to become listed under the Endangered Species Act as amended (16 U.S.C 1531 et seq.).

NWI Wetlands (USFWS National Wetlands Inventory).

The U.S. Fish and Wildlife Service is the principal Federal agency that provides information on the extent and status of wetlands in the U.S., via the National Wetlands Inventory Program (NWI). In addition to impacts to wetlands within your immediate project area, wetlands outside of your project area may need to be considered in any evaluation of project impacts, due to the hydrologic nature of wetlands (for example, project activities may affect local hydrology within, and outside of, your immediate project area). It may be helpful to refer to the USFWS National Wetland Inventory website. The designated FWS office can also assist you. Impacts to wetlands and other aquatic habitats from your project may be subject to regulation under Section 404 of the Clean Water Act, or other State/Federal Statutes. Project Proponents should discuss the relationship of these requirements to their project with the Regulatory Program of the appropriate U.S. Army Corps of Engineers District.

Species Occurrences

Christ Fellowship



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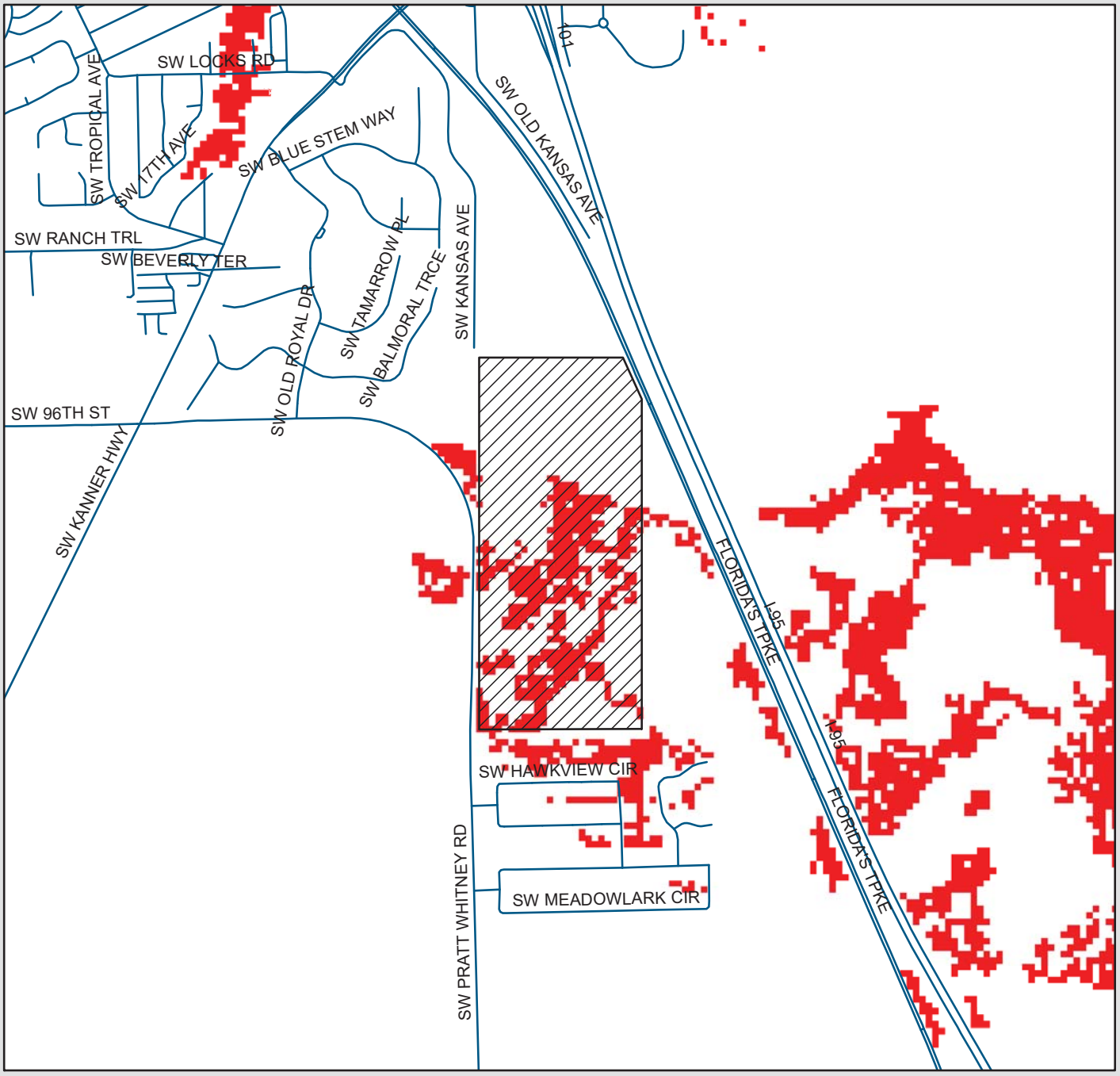
Strategic Habitat Conservation Areas

Christ Fellowship



Strategic Habitat Conservation Areas
County Boundary
Project Site

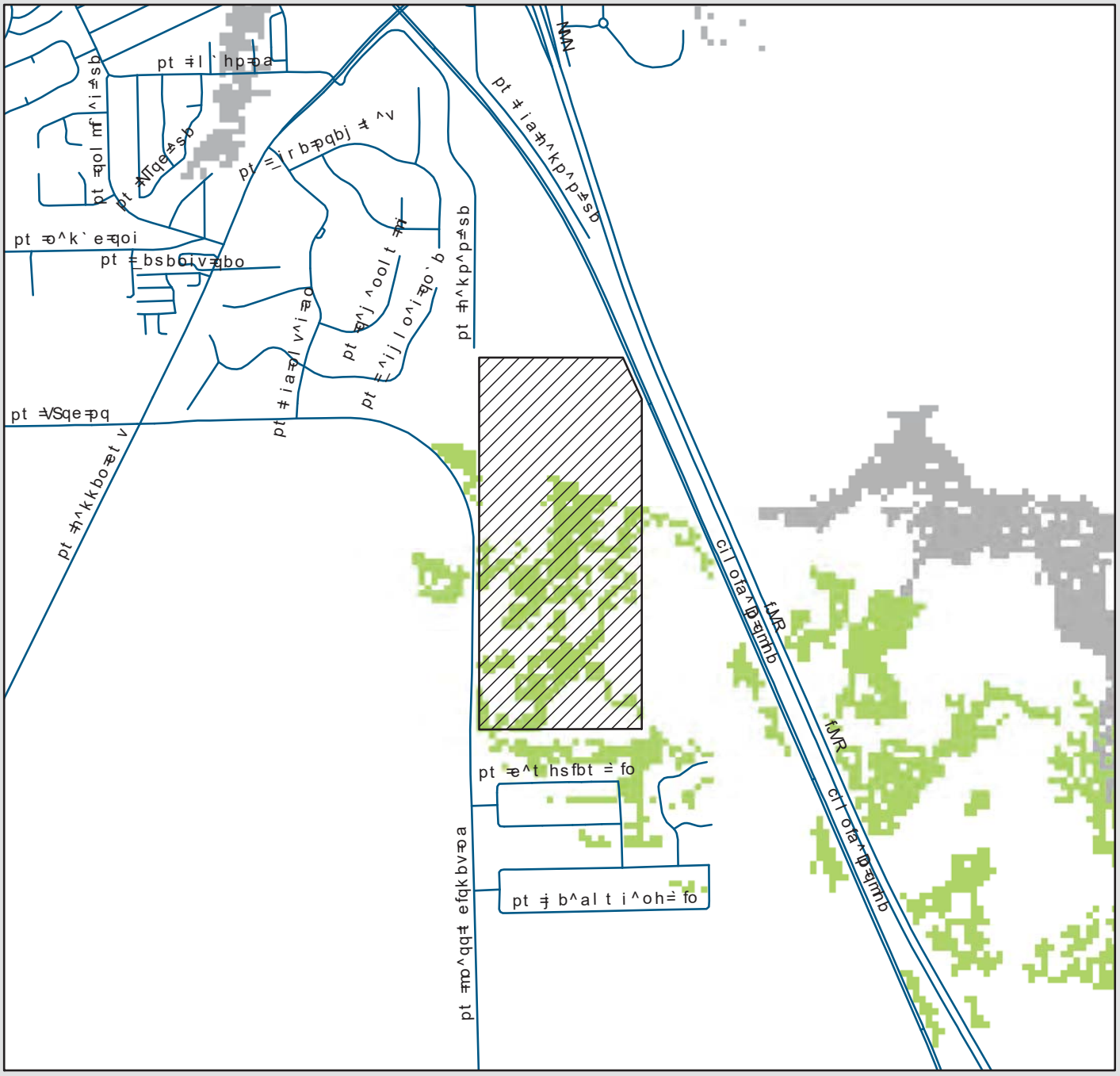
Miles
0 0.3 0.6 0.9

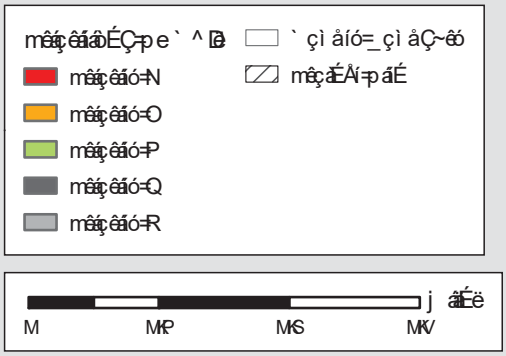
N

2012_5885

Prioritized SHCA's

Christ Fellowship







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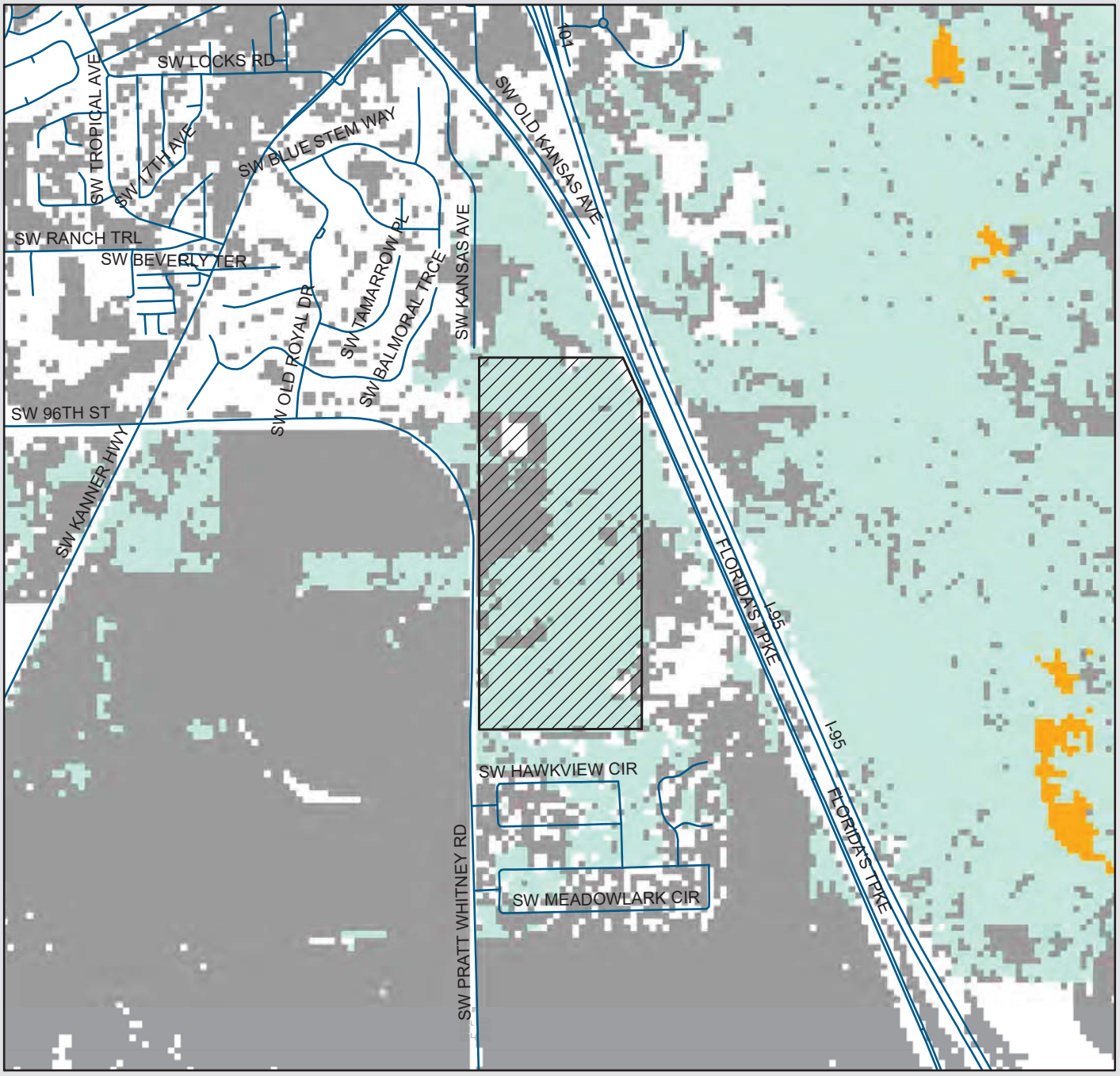
Species Richness

Christ Fellowship



Species Richness
- 1 - 3
- 4 - 6
- 7 - 9
- 10 - 13

County Boundary
Project Site

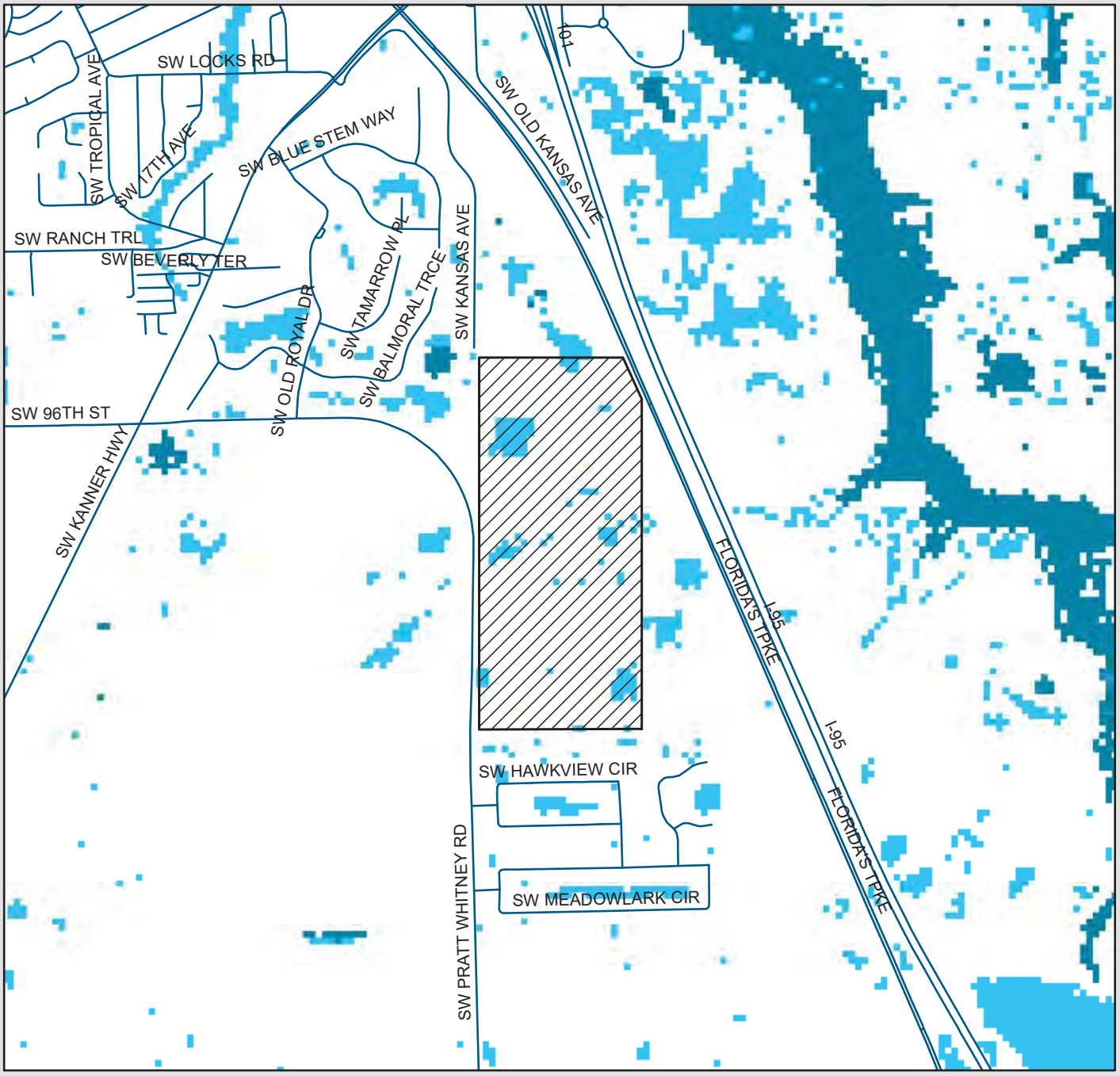
Miles
0 0.3 0.6 0.9

N

2012_5885

Priority Wetlands

Christ Fellowship



Priority Wetlands

- 1-3 Species, Wetlands habitat
- 4-6 Species, Wetlands habitat
- 7-9 Species, Wetlands habitat
- 10-11 Species, Wetlands habitat

- County Boundary
- Project Site

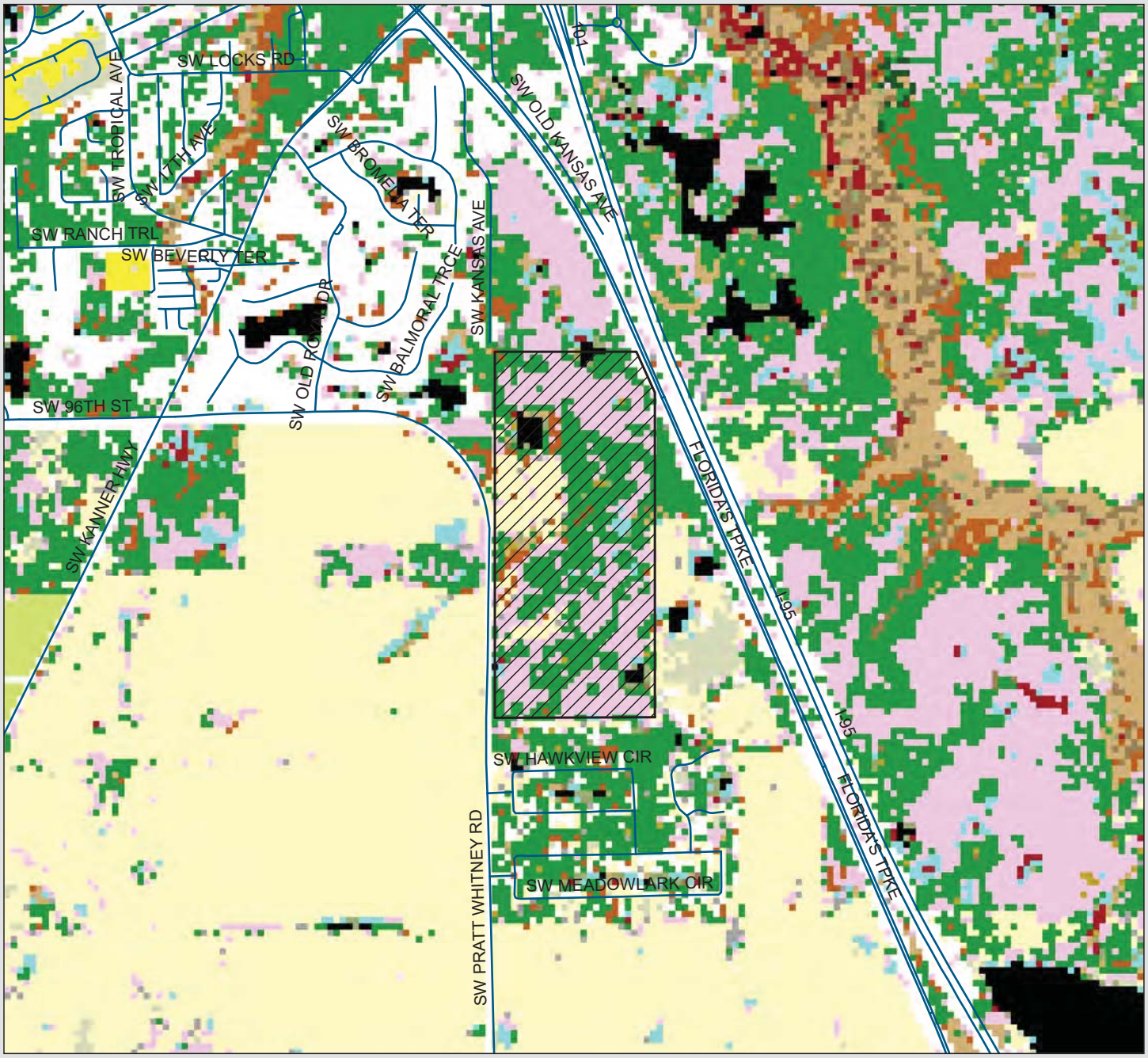
Miles
0 0.3 0.6 0.9

N

2012_5885

Florida Land Cover - 2003

Christ Fellowship



Project Site

Major Roads

County Boundary

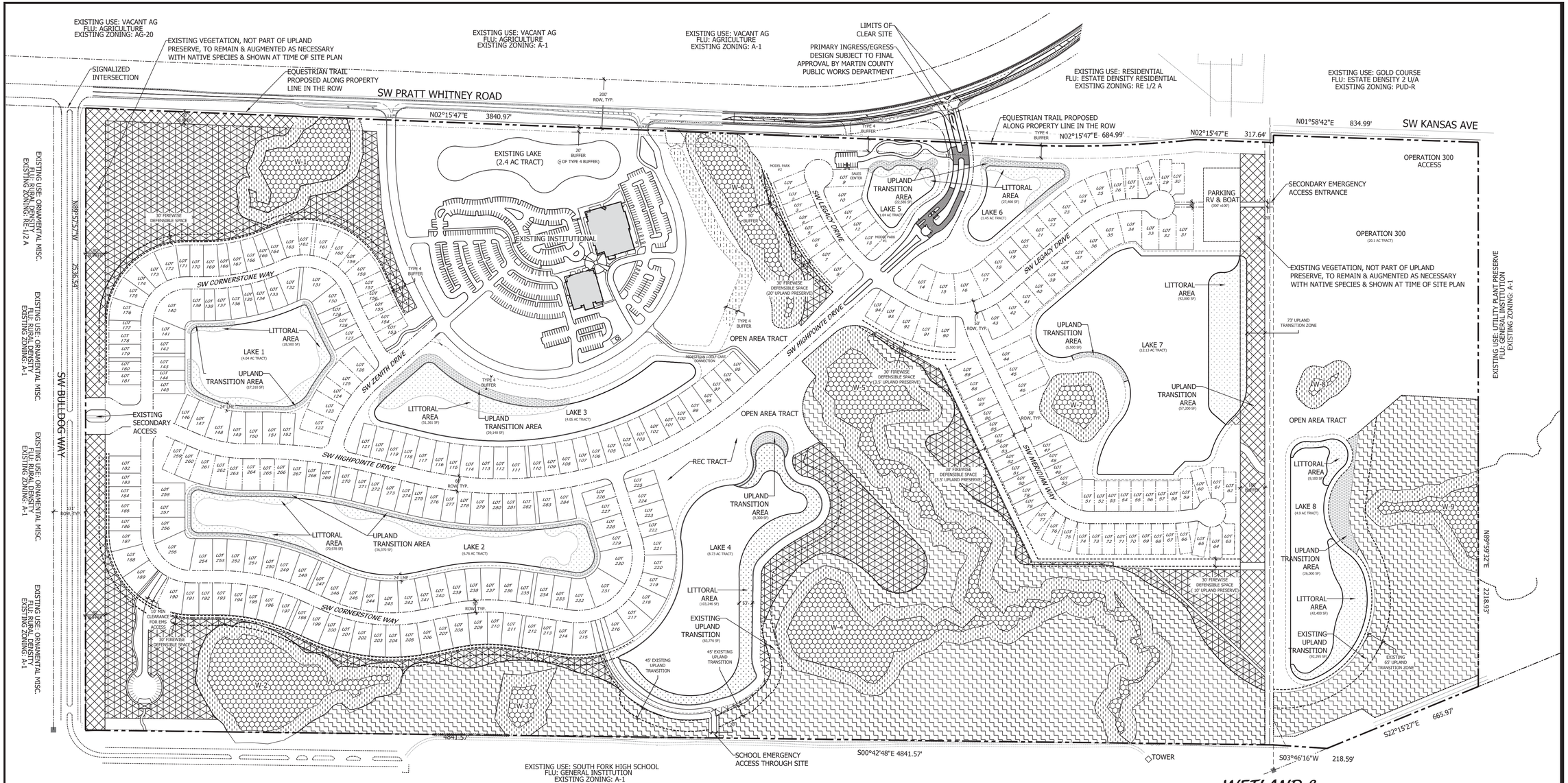
Coastal Strand	Cattail Marsh	Tidal Flat
Sand/Beach	Shrub Swamp	Open Water
Xeric Oak Scrub	Bay Swamp	Shrub and Brushland
Sand Pine Scrub	Cypress Swamp	Grassland
Sandhill	Cypress/Pine/Cabbage Palm	Bare Soil/Clearcut
Dry Prairie	Mixed Wetland Forest	Improved Pasture
Mixed Pine-Hardwood Forest	Hardwood Swamp	Unimproved Pasture
Hardwood Hammocks and Forest	Hydric Hammock	Other Agriculture
Pinelands	Bottomland Hardwood Forest	Citrus
Cabbage Palm-Live Oak Hammock	Salt Marsh	Exotic Plants
Tropical Hardwood Hammock	Mangrove Swamp	High and Low Impact Urban
Freshwater Marsh and Wet Prairie	Scrub Mangrove	Extractive
Sawgrass Marsh		

Miles
0 0.3 0.6

N

2012_5885

PROPOSED UPLAND PRESERVE MAP



SITE DATA

OVERALL SITE DATA

LAND USE: RESIDENTIAL ESTATE DENSITY- 1 UNIT PER ACRE
ZONING DISTRICT: PUD

DENSITY CALCULATIONS	PUD	DENSITY ELIGIBLE WETLANDS
EXISTING PLACE OF WORSHIP	28.3 ACRES	0
INSTITUTIONAL (OPERATION 300)*	19.54 ACRES	0.09 ACRES
RESIDENTIAL AREA	273.16 ACRES	15.8 ACRES
SITE TOTAL	**321 ACRES**	
DENSITY ELIGIBLE WETLANDS	**15.89/2 X 1 UPA = 7.945 UNITS**	
DENSITY ELIGIBLE UPLANDS	**19.54 + (273.16 - 15.8)= 276.9 UNITS**	
TOTAL DWELLING UNITS PER ACRE (1 DU/AC)	**7.945 + 276.9 = 284 UNITS**	

CALCULATIONS	AREA (SQUARE FOOTAGE)	AREA (ACRES)	AREA (PERCENTAGE)
SITE AREA	**13,982,760**	**321.00**	**100.00%**
RESIDENTIAL AREA	**12,053,923.20**	**276.72**	**86.21%**
INSTITUTIONAL AREA (CHURCH & OPERATION 300)	**2,083,910**	**47.84**	**14.90%**
PRESERVE AREA REQUIRED	**2,318,698.80**	**53.23**	**16.58%**
PRESERVE AREA PROVIDED	**2,807,877.60**	**64.46**	**20.08%**
WETLAND AREA	**693,040**	**15.91**	**4.96%**
WETLAND BUFFER AREA	**844,628**	**19.39**	**6.04%**
PERVIOUS AREA	**7,615,594.80**	**174.83**	**54.46%**
UPLAND PRESERVE (INCLUDING WETLAND BUFFERS)	3,652,506.00	83.85	26.12%
BUFFER AREAS, LANDSCAPE COMMON AREAS, OPEN GREEN SPACE	3,963,088.80	90.98	28.34%
IMPERVIOUS AREA	**6,367,211.81**	**146.17**	**45.54%**
LAKE AREA	1,981,980.00	45.50	14.17%
BUILDING COVERAGE (GUARD HOUSE, MAIL KIOSK, CHURCH)	49,356.53	1.13	0.35%
PAVEMENT (SIDEWALKS, PARKING, ROADWAYS)	1,224,036.00	28.10	8.75%
AMENITY AREAS	2,962.08	0.07	0.02%
LOT COVERAGE (100% IMPERVIOUS)	2,415,837.60	55.46	17.28%
WETLAND AREA	693,039.60	15.91	4.96%

OPEN SPACE REQUIRED 50% (160.5 AC)	AREA (SQUARE FOOTAGE)	AREA (ACRES)	AREA (PERCENTAGE)
	10,290,614	**236.24**	**73.60%**
UPLAND PRSERVE	2,807,877.60	64.46	20.08%
WETLAND/ UPLAND BUFFER	844,628.40	19.39	6.04%
BUFFER AREAS, LANDSCAPE COMMON AREAS, OPEN GREEN SPACE	3,963,088.80	90.98	28.34%
WETLAND AREA	693,039.60	15.91	6.73%
LAKE AREA	1,981,980.00	45.50	19.26%

RESIDENTIAL USE

RESIDENTIAL UNITS PHASE 1: 94 LOTS
RESIDENTIAL UNITS PHASE 2: 190 LOTS
MINIMUM LOT SIZE: 4,800 SF (40' X 120', 50' X 120', 70' X 120' MIN.)
PARKING REQUIREMENTS: 2 (TWO) SPACES PER HOME
PARKING PROVIDED: 2 (TWO) PARKING SPACES IN GARAGE & 2 (TWO) AVAILABLE GUEST SPACES PER DRIVEWAY

INSTITUTIONAL USE

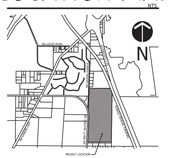
CALCULATIONS	AREA (SQUARE FOOTAGE)	AREA (ACRES)	AREA (PERCENTAGE)
EXISTING AREA (CHURCH ONLY)	**1,232,748.00**	**28.30**	**8.82%**
TOTAL AREA (CHURCH AND OPERATION 300 SITE)	**2,083,910.40**	**47.84**	**14.90%**
EXISTING PLACE OF WORSHIP GROSS FLOOR AREA (ONE STORY)	**48,049.99**	**1.10**	**0.34%**

PARKING
PARKING REQUIRED: 330 SPACES
PARKING PROVIDED: 597 SPACES (EXISTING)

WETLAND & UPLAND PRESERVE LEGEND/TABLE

Total Upland Preserve Required	53.23
Wetland Preserve	15.91
Wetland Buffer	19.39
Upland Preserve	41.78
Upland Preserve (Added as Part of PUD)	22.68
Upland Preserve (Total)	64.46
Total Preserve Acreage (Wetlands, Wetland Buffers, Upland Preserve)	99.76

LOCATION MAP



PUD MASTER SITE PLAN

0' 100' 200' 400' 600' 800'
Scale: 1" = 200'
North

Cotleur & Hearing
Landscape Architects
Land Planners
Environmental Consultants
1934 Commerce Lane
Suite 1
Jupiter, Florida 33458
561.747.6336 · Fax 747.1377
www.cotleurhearing.com
Lic# LC-26000535

HIGHPOINTE
PUD MASTER SITE PLAN
Martin County, Florida

DESIGNED	DTS
DRAWN	JLD/LAH
APPROVED	DTS
JOB NUMBER	19-0127
DATE	06-10-19
REVISIONS	11-26-19
	04-25-22 07-28-20
	12-03-20
	03-26-21
	05-18-21
	07-02-21

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These drawings are the property of the architect and are not to be used for extensions or on other projects except by agreement in writing with the architect. Immediately report any discrepancies to the architect.

LEGAL DESCRIPTION

ALL OF TRACTS 1, 2, 7, 8, 9, 10 AND THE NORTH THREE QUARTERS OF TRACTS 15 AND 16, SECTION 17, TOWNSHIP 39 SOUTH, RANGE 41 EAST, TROPICAL FRUIT FARMS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGE 6, PUBLIC RECORDS OF PALM BEACH COUNTY (NOW MARTIN COUNTY), FLORIDA.

TOGETHER WITH THE SOUTH 834.49 FEET OF THAT PART OF TRACTS 15 AND 16, SECTION 8, TOWNSHIP 39 SOUTH, RANGE 41 EAST, OF SAID PLAT OF TROPICAL FRUIT FARMS, LYING WESTERLY OF THE RIGHT-OF-WAY FOR FLORIDA'S TURNPIKE.

EXCEPTING THEREFROM THE RIGHT-OF-WAY DEEDED TO MARTIN COUNTY IN DEED BOOK 42, PAGE 517 AND DEED BOOK 42, PAGE 524, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.

ALSO EXCEPTING THE RIGHTS-OF-WAY DEEDED TO MARTIN COUNTY IN OFFICIAL RECORD BOOK 111, PAGE 546 AND OFFICIAL RECORD BOOK 111, PAGE 551, AND OFFICIAL RECORD BOOK 111, PAGE 556, ALL OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.

ALSO EXCEPTING THE RIGHT-OF-WAY FOR THE SOUTH FORK HIGH SCHOOL ACCESS ROAD, RECORDED IN OFFICIAL RECORD BOOK 494, PAGE 2683, OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.

ALSO EXCEPTING THE 40 FOOT POSTED AND VIEWED RIGHT OF WAY (KANSAS AVENUE) BY DECLARATION OF THE COUNTY COMMISSIONERS OF PALM BEACH COUNTY SEPTEMBER 5, 1923.

ALL OF THE ABOVE LANDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND BEING COMPRISED OF ALL OF TRACTS 1, 8, AND 9, AND A PORTION OF TRACTS 2, 7, 10, 15 AND 16, SECTION 17, TOWNSHIP 39 SOUTH, RANGE 41 EAST, TROPICAL FRUIT FARMS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGE 6, OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA;

TOGETHER WITH A PORTION OF TRACTS 15 AND 16, SECTION 8, TOWNSHIP 39 SOUTH, RANGE 41 EAST, TROPICAL FRUIT FARMS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGE 6, OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA, IN ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF SECTION 17, TOWNSHIP 39 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA;

THENCE NORTH 02°15'47" EAST (AS A BASIS OF BEARINGS) ALONG THE WEST LINE OF THE EAST ONE-HALF (E 1/2) OF SAID SECTION 17, A DISTANCE OF 461.64 FEET TO A POINT BEING ON THE NORTH LINE OF THE 130 FOOT WIDE STRIP OF LAND CONVEYED TO THE SCHOOL BOARD OF MARTIN COUNTY, FLORIDA, AS MENTIONED IN THAT CERTAIN WARRANTY DEED RECORDED IN OFFICIAL RECORD BOOK 494, PAGE 2683 OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA;

THENCE SOUTH 89°57'57" EAST ALONG SAID NORTH LINE, A DISTANCE OF 100.08 FEET TO A POINT BEING ON A LINE LYING 100.00 FEET EAST OF AND PARALLEL WITH (AS MEASURED AT RIGHT ANGLES) THE WEST LINE OF THE EAST ONE-HALF (E 1/2) OF SAID SECTION 17 AND THE POINT OF BEGINNING;

THENCE NORTH 02°15'47" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 3,840.97 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 4,683.75 FEET, A CENTRAL ANGLE OF 08°22'46" FOR A DISTANCE OF 684.99 FEET TO A POINT BEING ON A LINE LYING 50.00 FEET EAST OF AND PARALLEL WITH (AS MEASURED AT RIGHT ANGLES) SAID WEST LINE OF THE EAST ONE-HALF (E 1/2) OF SAID SECTION 17;

THENCE NORTH 02°15'47" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 317.64 FEET TO A POINT BEING ON THE NORTH LINE OF THE NORTHEAST ONE-QUARTER (NE 1/4) OF SAID SECTION 17, ALSO BEING THE SOUTH LINE OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF SECTION 8, TOWNSHIP 39 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA; THE PRECEDING THREE (3) COURSES AND DISTANCES BEING COINCIDENT WITH THE EASTERLY RIGHT-OF-WAY LINE FOR PRATT & WHITNEY ROAD AS DESCRIBED IN OFFICIAL RECORD BOOK 111, PAGE 556, OFFICIAL RECORD BOOK 111, PAGE 551, OFFICIAL RECORD BOOK 111, PAGE 546 AND DEED BOOK 42, PAGE 524 OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA;

THENCE SOUTH 89°59'32" WEST ALONG SAID NORTH LINE, A DISTANCE OF 30.03 FEET TO A POINT BEING ON A LINE LYING 20.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE EAST ONE-HALF OF SECTION 8, TOWNSHIP 39 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA, ALSO BEING THE EAST LINE OF THE 40 FOOT WIDE POSTED AND VIEWED RIGHT-OF-WAY FOR KANSAS AVENUE BY THE DECLARATION OF THE COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, DATED SEPTEMBER 5, 1923;

THENCE NORTH 01°58'42" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 834.99 FEET TO A POINT BEING ON A LINE LYING 834.49 FEET NORTH OF AND PARALLEL WITH (AS MEASURED AT RIGHT ANGLES) THE SOUTH LINE OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF SAID SECTION 8;

THENCE NORTH 89°59'32" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 2,218.93 FEET TO A POINT BEING ON THE WESTERLY RIGHT-OF-WAY LINE FOR THE SUNSHINE STATE PARKWAY (FLORIDA TURNPIKE) AS DEPICTED ON THE RIGHT-OF-WAY MAP FOR THE SUNSHINE STATE PARKWAY AS PREPARED BY SMITH & GILLESPIE, CONTRACT NUMBER 5.1, SHEET 4 OF 6, DATED JUNE 15, 1955;

THENCE SOUTH 22°15'27" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 665.97 FEET TO A POINT BEING ON THE EAST LINE OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF SAID SECTION 8;

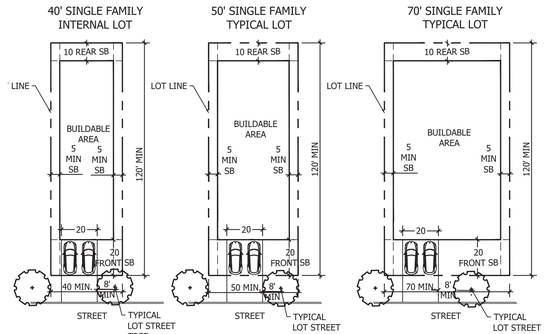
THENCE SOUTH 03°46'16" WEST ALONG SAID EAST LINE, A DISTANCE OF 218.59 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 8, ALSO BEING THE NORTHEAST CORNER OF SAID SECTION 17;

THENCE SOUTH 00°42'48" WEST ALONG THE EAST LINE OF SAID SECTION 17, ALSO BEING THE EAST LINE OF TRACTS 1, 8, 9 AND 16, TROPICAL FRUIT FARMS, SECTION 17, TOWNSHIP 39 SOUTH, RANGE 41 EAST, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGE 6, OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA, A DISTANCE OF 4,841.57 FEET TO A POINT BEING ON THE NORTH LINE OF SAID 130 FOOT WIDE STRIP OF LAND CONVEYED TO THE SCHOOL BOARD OF MARTIN COUNTY, FLORIDA AS MENTIONED IN THAT CERTAIN WARRANTY DEED RECORDED IN OFFICIAL RECORD BOOK 494, PAGE 2683 OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA;

THENCE NORTH 89°57'57" WEST ALONG SAID NORTH LINE, A DISTANCE OF 2,536.54 FEET TO THE POINT OF BEGINNING.

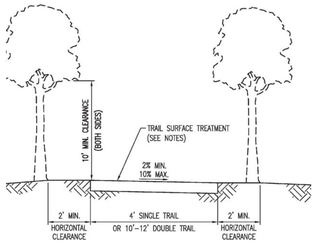
SAID LANDS SITUATE, LYING AND BEING IN MARTIN COUNTY, FLORIDA.
CONTAINING 13,982,792 SQUARE FEET/321.00 ACRES MORE OR LESS.
SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS, AND RIGHTS-OF-WAY OF RECORD.

TYPICAL LOT LAYOUTS



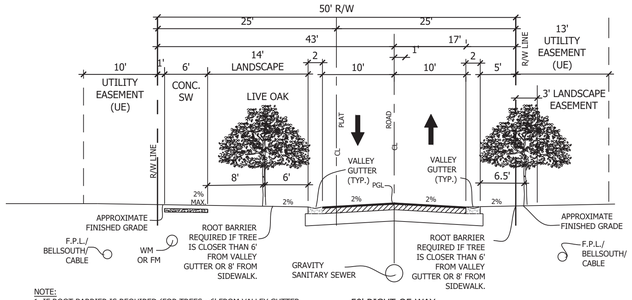
NOTES FOR SINGLE FAMILY LOTS:
STREET TREE PLACEMENT ON LOT SHALL BE NO CLOSER THAN 8 FEET FROM DRIVEWAY, WATER AND SEWER LINES AND ASSOCIATED LATERALS WITHOUT THE INSTALLATION OF APPROVED ROOT BARRIERS. STREET TREES MAY NOT BE REMOVED WITHOUT APPROVAL FROM GROWTH MANAGEMENT DEPARTMENT, AND TREES MUST BE REPLACED PER THE PUD AGREEMENT.

EQUESTRIAN TRAIL



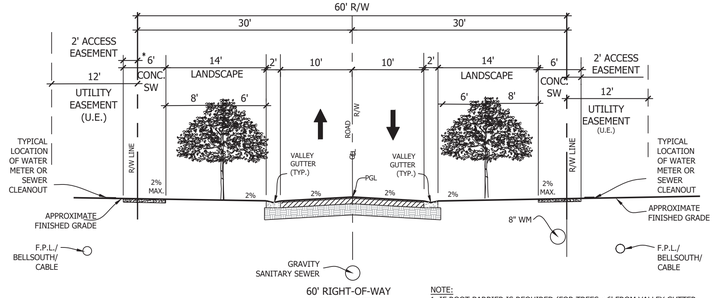
NOTES FOR AGGRESSIVE TRAIL:
1. SURFACES ARE NATURAL
2. TREE AND SHRUB ENCROACHEMNT ARE LEFT NATURAL
3. EROSION IS LEFT NATURAL BUT SHOULD NOT INTERRFERE WITH TRAIL UTILIZATION
4. MISSING AND/OR DAMAGED SIGNS ARE REPLACED/REPAIRED
5. LITTER IS COLLECTED AT LEAST TWICE MONTHLY; BROKEN GLASS IS REMOVED
6. NO MOTORIZED VEHICLES ALLOWED ON TRAIL

RIGHT-OF-WAY SECTIONS



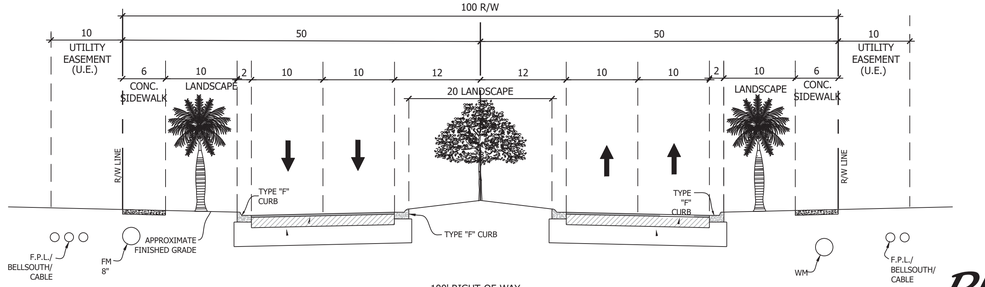
NOTE:
1. IF ROOT BARRIER IS REQUIRED (FOR TREES <6' FROM VALLEY GUTTER OR <8 ' FROM SIDEWALK), A ROOT BARRIER SHALL BE INSTALLED ALONG ALL STRUCTURES WITHIN TEN FEET OF TREE TRUNK. ALL ROOT BARRIERS SHALL BE MAINTAINED OR REPLACED AS NEEDED TO REMAIN FUNCTIONAL.
2. ANY PROPOSED STREET TREE REMOVAL AND REPLACEMENT MUST BE AUTHORIZED BY MARTIN COUNTY GROWTH MANAGEMENT DEPARTMENT IN ACCORDANCE WITH THE PUD AGREEMENT.

50' RIGHT-OF-WAY
TYPICAL SECTION
POSTED SPEED 25 MPH



60' RIGHT-OF-WAY
TYPICAL SECTION
POSTED SPEED 25 MPH

NOTE:
1. IF ROOT BARRIER IS REQUIRED (FOR TREES <6' FROM VALLEY GUTTER OR <8 ' FROM SIDEWALK), A ROOT BARRIER SHALL BE INSTALLED ALONG ALL STRUCTURES WITHIN TEN FEET OF TREE TRUNK. ALL ROOT BARRIERS SHALL BE MAINTAINED OR REPLACED AS NEEDED TO REMAIN FUNCTIONAL.
2. ANY PROPOSED STREET TREE REMOVAL AND REPLACEMENT MUST BE AUTHORIZED BY MARTIN COUNTY GROWTH MANAGEMENT DEPARTMENT IN ACCORDANCE WITH THE PUD AGREEMENT.



100' RIGHT-OF-WAY
TYPICAL ENTRANCE SECTION
POSTED SPEED 25 MPH

*SEE CIVIL PLANS FOR CONSTRUCTION DETAILING.

PUD MASTER SITE PLAN

Cotleur & Hearing
Landscape Architects
Land Planners
Environmental Consultants
1934 Commerce Lane
Suite 1
Jupiter, Florida 33458
561.747.6336 · Fax 747.1377
www.cotleurhearing.com
Lic# LC-26000535

HIGHPOINTE
PUD MASTER SITE PLAN
Martin County, Florida

DESIGNED	DTS
DRAWN	JLD/LAH
APPROVED	DTS
JOB NUMBER	19-0127
DATE	06-10-19
REVISIONS	11-26-19
	04-25-22 07-28-20
	12-03-20
	03-26-21
	05-18-21
	07-02-21

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These drawings are the property of the architect and are not to be used for extensions or on other projects except by agreement in writing with the architect. Immediately report any discrepancies to the architect.

PRESERVE AREA MANAGEMENT PLAN

MARTIN COUNTY
GROWTH MANAGEMENT DEPARTMENT
ENVIRONMENTAL DIVISION



RECEIVED
SEP 24 2013
GROWTH MANAGEMENT DEPARTMENT

Christ Fellowship

Sections 8, 17 Township 39S, Range 41E

Unincorporated Martin County, Florida

Prepared By:

Crossroads Environmental Consultants, Inc.

MARTIN COUNTY GROWTH MANAGEMENT DEPARTMENT
PROJECT: C148-001
Date Approved: 10/31/13
By: Shawn McCarthy
Project Coordinator
ENVIRONMENTAL DIVISION

Approved by/Date : _____

PART I
ENVIRONMENTAL ASSESSMENT

Environmental Assessment
Christ Fellowship

I. Existing Conditions

The proposed project encompasses the 322 acre former development known as "Martin Preserve" and is located in Sections 8 and 17, Township 39S, Range 41E, east of South Fork High School and bounded on the west by C.R. 711. The PAMP for this former project was approved by the BOCC on October 28, 2008 and then revised in November of 2008 with secondary approvals by the Martin County growth Management Department in December of 2008. Based on the approval by the BOCC, the current applicant, Christ Fellowship, is incorporating the former approved wetland habitat areas and jurisdiction wetland limits as part of their proposed PAMP. However, the current application reflects a modification of the upland preserve configuration and increases the preserve area by more than 2.0 acres.

The soils within the property have not changed and are listed in the previous EA conducted by others. See soils section of this PAMP for applicable soils information.

The habitat areas and their FLUCCS acreage delineation within the property have not changed since the 2008 approved PAMP. As stated above, those FLUCCS classifications and acreages have been incorporated into this PAMP. The habitat map has been recreated based on the 2008 habitat assessment and approved wetland jurisdictional determinations for the purpose of providing a clear and complete PAMP. Please note that the site has a US Army Corps of Engineers Permit and a valid South Florida Water Management District permit (43-01664-P) of which includes the approved jurisdictional wetland delineation.

The intent of this revised PAMP is to amend the site plan from residential to institutional development, as well as amend the location of the proposed upland preserve areas to provide a more contiguous configuration. The new configuration will provide a connected wildlife corridor and serve as a native buffer to South Fork High School. The new preserve also ties into the County preserve located adjacent to the northern end of the Christ Fellowship preserve.

A. Proposed Conditions

The new applicant is proposing to construct a church community worship center and children's worship area. The development is proposed to be constructed in several phases with the first phase to encompass construction of the main worship center, entrance feature and parking areas. Please see the site plan as prepared by Cotleur and Hearing.

The applicant proposes an upland preserve area greater than the total acreage to the previously approved PAMP. Additionally, the applicant has reconfigured the preserve to provide a continuous north to south wildlife corridor. The total reconfigured preserve area is proposed to include 15.89 acres of wetlands, 23.18 acres of wetland buffer, 1.62 acres of wetland buffer restoration, and 41.83 acres of upland preserve.

B. Previous Impacts

This property has experienced minor impacts associated with historic agricultural activities. This includes creation of ditches and clearing of land for pasture.

II. Soils

Based on a review of the USDA Soil Survey of Martin County Area, Florida, the site is composed of:

#16 Oldsmar Fine Sand – This poorly drained soil is found typically in broad areas in the flatwoods. The water table is at a depth of less than 10 inches for 1 to 3 months during the wet season. The soil is well suited for pasture and hay crops.

#17 Wabasso Sand – This soil is a nearly level, poorly drained soil in broad open areas of the flatwoods. The water table is typically as t depth of less than 10 inches for 1 to 2 months during the wet season and at a depth of 10 to 40 inches for 6 months or more.

#20 Riviera Fine Sand – This nearly level soil is poorly drained and has a surficial layer of dark gray sand about four inches thick. The water table is typically at less than 10 inches for two to four inches thick. The water table is typically at less than 10 inches for two to four months of the year. The soil is well suited for pasture and hay crops.

#21 Pineda Sand – This soil is nearly level, poorly drained soil in low grassy flats. The water table is typically at a depth of less than 10 inches for 2 to 6 months during wet seasons, and at a depth of 10 to 40 inches for the remaining time.

#49 Riviera Fine Sand, Depressional – This soil is often in depressions and it has smooth to cncave slopes that range from 0 to 2 percent. The soil is often ponded for six to nine months of the year. The soil is often a component of wetland areas.

#54 Oldsmar Fine Sand, Depressional – This nearly level soil is poorly drained. It is in wet depression in the flatwoods. This soil is ponded for six to nine months during the year and the surface layer is fourteen inches of black muck. The soil is too wet for cultivated crops in its native condition.

#62 Nettles Sand, Depressional – This nearly level soil is poorly drained. It is in depressions and drainageways in the flatwoods. Slopes are smooth and range from 0 to 2 percent. Typically, the surface layer is about 12 inches thick. The water table is at a depth of 10 to 40 inches for 4 to 6 months or more during most years. It is a depth of less than 10 inches for 2 to 4 months during wet seasons.

 # 63 – Nettles Sand – This nearly level soil is poorly drained. It is found in broad areas of flatwoods, mainly in the northeastern part of the county. Areas are generally quite large, ranging up to 2,000 acres. Slopes are smooth and range from 0 to 2 percent. The water table is at a depth of 10 to 40 inches for 4 to 6 months or more during most years. It is at a depth of 10 inches for 2 to 4 months during wet seasons.

#64 EauGallie Fine Sand – This soil is a nearly level, poorly drained soil in broad open areas of the flatwoods. The water table is typically at a depth of less than 10 inches for 2 to 4 months during wet seasons, and within a depth of 40 inches for more than 6 months.

III. Existing Habitat/FLUCCS

A. Wetland Habitats

Per the approved Martin Preserve PAMP and SFWMD Permit, multiple wetland areas exist within the limits of the parcel. Wetland habitats and acreages are as follows:
#621 Cypress (1.81 acres)
#641 Freshwater Marsh (9.23 acres)
#643 Wet Prairie (4.85 acres)

B. Upland Habitats

As described in the currently approved Martin Preserve PAMP, upland portions of the site are comprised of Improved Pasture, Rural Lands in Transition, Brazilian Pepper, Pine Flatwoods and Disturbed Lands. An upland preserve of ±39.12 acres of Pine Flatwoods and ±24.8 acres of wetland buffer was proposed as part of the Martin Preserve project. Some alteration in the configuration of the Christ Fellowship upland preserve allowing for larger contiguous sections of habitat preservation is the major component of this PAMP modification. The new upland preserve will increase to a total of 41.38 acres.

As indicated in previously approved PAMP covering this property, identified upland classifications have been previously approved as the following FLUCCS categories:

#211 Improved Pasture (54.6 acres)
#411 Pine Flatwoods (212.9 acres)
#741 Rural Lands in Transition (25.7 acres)
#422 Brazilian Pepper (1.2 acres)

These classifications remain relevant with this project.

C. Other Classifications

The previously approved PAMP additionally lists the following other land classifications:

#510 Streams and Waterways – (1.4 acres)
#524 Lakes Less Than 10 AC. (4.9 acres)
#830 Utilities (2.3 acres)

These Classifications also remain relevant today.

IV. Wildlife Observations

The qualified biologists with Crossroads Environmental Consultants, Inc. have conducted multiple site visits for the purposes of conducting wildlife surveys. Site visits were conducted during March 2012 and February 2013, and May 2013. During these surveys pedestrian transects were made throughout the parcel for the observation of wildlife, scat, tracks, nesting areas, dens, and burrows. Please see the enclosed wildlife transect map. As wildlife populations and nesting/breeding locations change over time and this is a large site with upland and wetland preserves capable of supporting various species of both listed and non-listed flora and fauna, additional wildlife surveys will need to be conducted prior to the construction of each phase in order to ensure adequate protection of species habitats. During Crossroads site visit in February 2013 gopher tortoise burrows, listed as threatened by the state were observed on the property. A gopher tortoise survey was conducted across 15% of the total site that contained suitable gopher tortoise habitat. Areas considered to be of suitable were determined bases on the definition as stated in the Florida Fish and Wildlife Conservation Commission Gopher Tortoise Permitting Guidelines Issued April 2008, Revised September 2012. The 15% survey was also conducted in accordance with these same guidelines. Additional wildlife sightings include:

Reptiles: Gopher Tortoise (*Gopherus polyphemus*), Black Racer (*Coluber constrictor priapus*)
Amphibians: None

Mammals: Raccoon Tracks (*Procyon lotor*) , Feral Hog (*Sus scrofa*), Deer Tracks (*Odocoileus virginianus*), Coyote (*Canis latrans*), Armadillo Dens (*Dasypus novemcinctus*)
Aves: Mocking Bird (*Mimus polyglottos*), Blue Heron (*Ardea Herodias*) Black Bird (*Agelaius phoeniceus*), Black Vulture (*Coragyps atratus*), Red Shouldered Hawk (*Buteo lineatus*)

V. Protected Species

Crossroads Environmental Consultants, Inc. conducted a pedestrian survey throughout the property to investigate for the presence of any plant or animal listed species. Gopher tortoise burrows, listed by the state as a threatened species were observed. See the enclosed gopher tortoise map for locations of burrows and survey transects. All gopher tortoises will be protected in accordance with the Florida Fish and Wildlife Conservation Commission Gopher Tortoise Permitting Guidelines Issued April 2008, Revised September 2012. As this is a phased project 100% surveys will be conducted within the limits of each phase prior to issuance of a land clearing permit in accordance with Florida Fish and Wildlife Conservation Commission Gopher Tortoise Permitting Guidelines Issued April 2008, Revised September 2012 or most current supplement.

Additionally, a database search request was made to the FFWCC for any documented occurrences of listed species or critical/imperiled habitats. A database search request from FFWCC indicates no recorded species occurrence the subject property. However, the FFWCC search request letter does indicate that there are documented occurrences of the Eastern Indigo Snake and other species listed by FNAI off the property to the east of the Florida Turnpike, critical habitats for the Coopers hawk and Swallow tailed kite are located within the project area, and priority wetlands within the limits of the property. While neither the Coopers hawk nor Swallow tailed kite bird species are state or federally listed as threatened or endangered, they utilize forested cypress systems for nesting, foraging, and roosting. All cypress wetlands are proposed for preservation and enhancement through land management (exotic plant removal) as well as water quality improvements through the installation of a surface water management system. The current ecological state of the onsite cypress wetlands are good to moderate with varying infestations of Old World Climbing Fen and Brazilian pepper. Management for these exotic plant species will serve to greatly improve the existing habitat for both the Coopers hawk and swallow tailed kite. The U.S. Fish and Wildlife Information Planning, and Conservation System (IPAC) was also consulted. A list of twenty-nine (29) potential species was generated as part of this on line database search. During pedestrian transects no Federal listed species were observed. This list is included in the appendix of this document.

VI. Restoration/Mitigation Planting Plan

A. Eradication of Nuisance and Exotic Vegetation

Exotic vegetation is present inside the wetland buffer preserve areas in varying quantities ranging from minor cluster to areas of 100% spot coverage. All nuisance and exotic vegetation as listed by the Florida Exotic Pest Plant Council will be eradicated from the preserve area.

- All Brazilian pepper trees and other woody exotics will be eradicated by cutting of the trunk and treatment of the stump with an appropriately labeled herbicide. All vegetative debris will be removed from preserve areas and disposed of off-site.
- The criterion for completion of the woody exotic eradication will be 100 percent kill. If initial eradication efforts do not achieve this criterion, follow up treatment will be conducted.
- Any debris removed will be handled in accordance with the disposal specifications.
- All eradication of non-woody exotic vegetation will be through application of appropriately labeled herbicide.

- **The criterion for acceptance of eradication for all non-woody exotic vegetation will be 100 percent kill. If initial eradication efforts do not achieve this criterion, follow up treatment will be conducted**
- **The exotic vegetation eradication in the preservation area could generate minimal vegetative debris that requires disposal. There will be a staging and storage area provided adjacent to the preservation area on the proposed project site, outside the limit of the preserve.**
- **Transport of vegetative debris from the preservation area to the staging area will be conducted in a fashion that minimizes the distribution and dispersal of seeds from such debris.**
- **No cut exotic or nuisance vegetative material will be left in the wetland preservation area.**
- **All vegetative debris, either whole or chipped/mulched will be hauled off site and disposed of at a landfill or other such appropriately licensed facility.**

Herbicides are required for the treatment of all stumps of woody vegetation to prevent re-growth, and for eradication of non-woody exotic and nuisance vegetation.

- **All herbicide application activity will be conducted under the supervision of a Florida Agriculture licensed applicator, licensed for application of aquatic herbicides.**
- **All herbicides applied within the wetland area must be properly labeled for application in wetlands.**
- **All herbicide applied must include a visible tracer dye in the mix to facilitate observation of treated vegetation.**

B. Replanting with Native Wetland/Transitional/Upland Vegetation

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

1. Restoration of Wetland Buffer Preserve Areas

The wetland buffer preserve contains a mixture of native and exotic vegetation. Maintenance activities will include the eradication of exotic invasive vegetation. If re-vegetation is required post exotic removal the plant material will consist of similar species currently found within the wetland buffer areas. Any re-vegetation efforts will achieve 80% coverage of native vegetation within 18 months post restoration. The actual plant material quantities will be a site-specific decision. However, the following plant list has been established for the site and is based on observations of the on-site wetland species composition.

The quantities listed are for 0.10 acres of wetland buffer planting (if necessary). The actual quantities may vary depending on the size and nature of the area to be planted.

Common Name	Scientific Name	Size	Quantity	Size
Slash Pine	*Pinus ellottii*	10g	3	10' O.C.
Cabbage Palm	*Sabal pametto*	10g	3	10' O.C
Saw Palmetto	*Serenoa repens*	3g	5	5' O.C
Wax Myrtle	*Myrica cerifera*	3g	5	3' O.C
Beauty Berry	*Callicarpa americana*	3g	20	3' O.C
Sand Cordgrass	*Spartina bakeri*	1g	15	3' O.C

2. Restoration of Wetland Preserve Areas

The wetland areas within the Christ Fellowship property were previously managed as part of an agricultural operation. This type of management has ceased on the property and the wetlands are currently re-vegetating with a variety of native species. Based on this, the applicant will, as part of the continued onsite monitoring, determine if supplemental planting of the wetlands is required within six (6) months of the approval of the PAMP.

If supplemental planting is required, the owner will utilize the following planting plan as a base. The quantities listed are for one quarter acre of wetland planting (if necessary). The actual quantities may vary depending on the size and nature of the area to be planted.

Common Name	Scientific Name	Size	Quantity
Soft Rush	*Juncus spp.*	br	500
Yellow Eyed Grass	*Xyris spp.*	br	400
Maidencane	*Panicum hemitomon*	br	450
Swamp Fern	*Blechnum serrulatum*	br	250
Broom Grass	*Andropogon spp.*	br	250
Spikerush	*Eleocharis spp.*	br	500

The vegetative success criteria for the preservation area includes the requirement for 80 percent coverage of desirable vegetation by the end of the second year, and aerial coverage of exotic vegetation at zero percent and nuisance vegetation limited to 5 percent or less. Wetland areas will be monitored as per the attached SFWMD wetland monitoring plan, and the County will be copied on the report submission.

VI. Conclusion

The Christ Fellowship project entails an amendment of the approved Martin Preserve PAMP and site plan for the development of an institutional facility (community worship center) as well as relocation of a portion of the upland preserve areas in order to provide more contiguous habitat areas.

Pedestrian surveys were conducted across representative portions of areas proposed for development to investigate for the presence of listed flora and fauna as well as to obtain general habitat and wildlife information. Gopher tortoise burrows, listed by FFWCC as threatened were observed on the property. All gopher tortoises will be protected in accordance with the Florida Fish and Wildlife Conservation Commission Gopher Tortoise Permitting Guidelines Issued April 2008, Revised September 2012. This will include conducting 100% surveys of all areas proposed for development prior to land clearing and the incorporation of applicable protection measures.

VII. List of Exhibits

Attachment 1: Location Map
Attachment 2: Aerial Photograph
Attachment 3: Soils Map
Attachment 4: FLUCCS/Habitat Map
Attachment 5: SFWMD Monitoring Plan
Attachment 6: LAMP
Attachment 7: Previous PAMP
Attachment 8: Upland Preserve Map
Attachment 9: Proposed Preserve Sign

PART II
CONDITIONS

A. RECORDING

This modified Preserve Area Management Plan (PAMP) will be recorded by the Martin County Clerk of Courts and labeled with the appropriate O.R. Book and Page Number. One copy of the recorded document will be provided to the Martin County Environmental Planning Administrator within thirty (30) days of the Recording date. This PAMP may be altered or amended only with the agreement of the Martin County Environmental Planning Administrator and the owner/developer and with the approval of the Martin County Board of County Commissioners. If the PAMP is altered or amended, the revised document will be recorded by the Martin County Clerk of Courts and one copy of the revised document will be provided to the Martin County Environmental Planning Administrator within thirty (30) days of the Recording date.

B. COMPLIANCE

The owner(s) of the lands to be preserved/maintained by this Preserve Area Management Plan (PAMP) and the developer(s) of the property described in this PAMP, their successors and assigns, and their environmental consultants and contractors, will implement and comply with all portions of this PAMP.

C. MONITORING AND REPORTING

Compliance with the terms of this PAMP includes submittal of Monthly Monitoring Reports on PAMP compliance throughout all phases of project construction and submittal of an Annual Monitoring Report each year for a period of five years following completion of project construction, pursuant to Section 10.17 of the Martin County Land Development Regulations. The owner(s) of the lands to be preserved shall have ultimate responsibility for the submittal of all Monitoring Reports.

Annual monitoring will be conducted by a qualified environmental professional no later than November 30 of each year following issuance of a Certificate of Occupancy for development described in the PAMP. A report presenting the results of the annual monitoring will be submitted by the environmental professional to the Martin County Environmental Planning Administrator within thirty days of the completion of the monitoring. Included in the Annual Monitoring Report will be a list of any violations of the PAMP during the previous year, with recommendations for, and a schedule of, remedial actions and any enhancement activities proposed for the coming year. All Annual Monitoring Reports are due no later than December 31 of the year they are to be submitted. After the first five-year monitoring period, the Preserve Areas may be subject to further monitoring and maintenance to ensure environmental integrity and consistency with the provisions of the Plan. A copy of the suggested template for the Annual Monitoring Report is attached to this PAMP as an Appendix.

D. TRANSFER OF OWNERSHIP

The Martin County Environmental Planning Administrator shall be notified in writing within thirty (30) days of transfer of ownership of any lands preserved by this PAMP. Failure to notify will be considered as a non-compliance with the terms of this PAMP.

E. SITE PLAN

The Site Plan included as an appendix to this PAMP illustrates all preserve areas, right-of-ways and easements, proposed structures, with distances to on- and off-site upland preserves, wetlands and wetland buffers, proposed final grade of developed area, and location of permanent preserve area signs. Included on the Site Plan is a summary of the following: total acreage of the Site; acreage of wetland habitats under preservation; acreage of native and common upland habitats under preservation; acreage of upland buffer on-site; acreage of on-site wetland mitigation areas; and total acreage under preservation. The Site Plan will contain the notation: **"PRESERVE AREAS ARE NOT TO BE ALTERED WITHOUT WRITTEN PERMISSION OF THE MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS."**

F. PRESERVE AREA SURVEYING REQUIREMENTS

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

G. PRESERVE AREA SIGNAGE REQUIREMENTS

Preserve Areas will be posted with permanent signs. These signs will be at least 11 x 14 inches in size and will be posted in conspicuous locations along the Preserve Area boundary, at a frequency of no less than one (1) sign per 500 feet. Boundary Markers will be placed at the corners of residential lots abutting Preserve Areas. All signs and boundary markers will be approved by the Martin County Environmental Planning Administrator and will be in place prior to issuance of a building permit for construction on the site. An example of the Preserve Area Sign is included in the original PAMP for the project (attached).

H. SITE CLEARING

The Land Clearing/Erosion Control Plan appended to this PAMP contains information on land clearing to be conducted, existing vegetation to be retained, location of construction barricades around preserve areas, procedures for debris removal and soil stabilization, and location of silt fences. Where clearing of vegetation is proposed (i.e. building envelope, utilities, drainage, road right-of-way, etc.), the developer will ensure that all Preserve Areas and buffers are protected with construction barricades and erosion control devices in accordance with the following guidelines.

Construction barricades will be placed at least 10 feet outside of all Upland Preserve Areas, or at the dripline of the canopy trees, whichever is greater. Barricades will be inspected by County Environmental Division staff prior to work approval. Barricades will consist of high-visibility orange safety fence extending from the ground to a height of at least 4 feet and will not be attached to vegetation. Removal of the barricades will be approved only after issuance of a Certificate of Occupancy.

All native vegetation not slated for removal as part of the development plans will be retained in its undisturbed state and will be barricaded at or outside the dripline of the trees. Wetlands will be protected from possible surface water and sediment runoff by the placement of erosion control devices (e.g., silt screens, hay bales or other turbidity control measures) at least 5 feet outside the perimeter of the wetland buffer.

All barricades, silt screens and other erosion control devices will be upright and maintained intact for the duration of construction.

The owner/developer to required to inform all contractors of site clearing requirements. Failure to comply with these requirements will be considered a violation of the Site Plan approval. Work on the project may be stopped until compliance is achieved.

I. ACTIVITIES ALLOWED IN PRESERVE AREAS

Property owners are encouraged to enjoy the natural beauty of their Preserve Areas. Although development of Preserve Areas is not allowed, passive uses, such as bird-watching and other non-destructive uses of natural areas are encouraged, as long as they do not affect the hydrology or vegetative cover of a Preserve Area.

J. ACTIVITIES PROHIBITED IN PRESERVE AREAS

Activities prohibited in Preserve Areas or easements within Preserve Areas include, but are not limited to: construction; dumping or placing building materials, soil, garbage, trash, or dead vegetation on or above the ground; removal or destruction of native trees, shrubs or other native vegetation; excavation or dredging of soil; diking or fencing; vehicular traffic including use by non-motorized vehicles, recreational vehicles and off-road vehicles; permanent irrigation; trimming, pruning, or fertilization; and any other activities detrimental to drainage, flood control, water conservation, erosion control or fish and wildlife conservation and preservation.

No hazardous material other than fuel for refueling on-site equipment may be stored during construction. On-site fuel tanks may not be located within twenty-five (25) feet of any Preserve Areas and will be removed upon completion of construction work. Buildings proposed to be located adjacent to Preserve Areas will be set back a minimum of ten (10) feet to allow for construction and maintenance without encroaching into the Preserve Area. All other structures (e.g. pools, sheds, decks, fences) shall be set back a minimum of five (5) feet from the Preserve Area boundary.

Development activities such as the construction of building pads for associated structures, swales, or culverts for surface water management shall not alter the

hydrology of adjacent Preserve Areas. Nor shall any activities increase non-point source pollution in Preserve Areas.

Grazing of cattle and horses or other livestock in Preserve Areas, while not prohibited, is discouraged. Over-grazing can result in destruction of habitat, loss of top soils and changes in hydrology of the area as a result of the loss of ground cover material, increased fertilization from animal droppings, and contamination of surface waters. These and other effects of over-grazing will be considered violations of this PAMP and will be addressed as any other PAMP violation.

K. RESTORATION AND MAINTENANCE ACTIVITIES

Except for approved restoration and maintenance activities, Preserve Areas will be left undisturbed. All maintenance of Preserve Areas will be in accordance with this PAMP. Maintenance and management activities will be performed by or under the supervision of a qualified environmental professional and must be approved by the Martin County Environmental Planning Administrator. A description of all proposed restoration and maintenance activities to be conducted on the site will be included in the Restoration/Mitigation Planting Plan prepared as part of the EA. The following restoration and maintenance activities may be allowed within Preserve Areas with prior written approval from the Environmental Planning Administrator: exotic plant removal; revegetation with native plants; removal of plant material that is dead, diseased, or considered to be a safety hazard; and controlled burns.

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

Revegetation - Any revegetation which might be necessary as a result of exotic vegetation removal or site construction activities shall consist of native plant species representative of the existing native plant community. This will ensure that the Preserve Areas maintain indigenous plant associations. Revegetation plans shall be included in the Restoration/Mitigation Planting Plan prepared as part of the EA.

All monitoring provisions necessary to assure the survivorship and maintenance responsibility for the reclamation areas of littoral and upland transition zone buffer areas around lakes constructed on the site managed by this PAMP shall be identified in the Restoration/Mitigation Planting Plan included in the EA for this site.

Vegetation Removal - Dead or diseased plant material shall be removed from Preserve Areas upon approval by the Martin County Environmental Planning Administrator. Revegetation may be required for any removed plant material. No debris, including dead plants, plant clippings or wood scraps, shall be allowed in Preserve Areas. All dead

plant material and debris removed from Preserve Areas shall be disposed of in a County-approved recycling facility.

Prescribed Burns - Martin County considers prescribed burns an acceptable habitat management tool. When approved by the Martin County Environmental Planning Administrator, prescribed burns may be conducted by a certified burn manager who will be responsible for obtaining all appropriate permits from State and local agencies.

Other Restoration and Maintenance Activities – Alternative and innovative management techniques, which may provide for the long-term viability and habitat value of the Preserve Areas and for protection against imminent threats to public health and safety, may be approved by the Martin County Environmental Planning Administrator.

L. SITE HYDROLOGY

Previous or potential drainage impacts will be corrected to the extent technically feasible. Water quality and the rate, timing, and volume of run-off shall recreate natural conditions for the benefit of onsite wetlands and other waterbodies. Wetlands and waterbodies on adjacent properties shall be protected from adverse impacts.

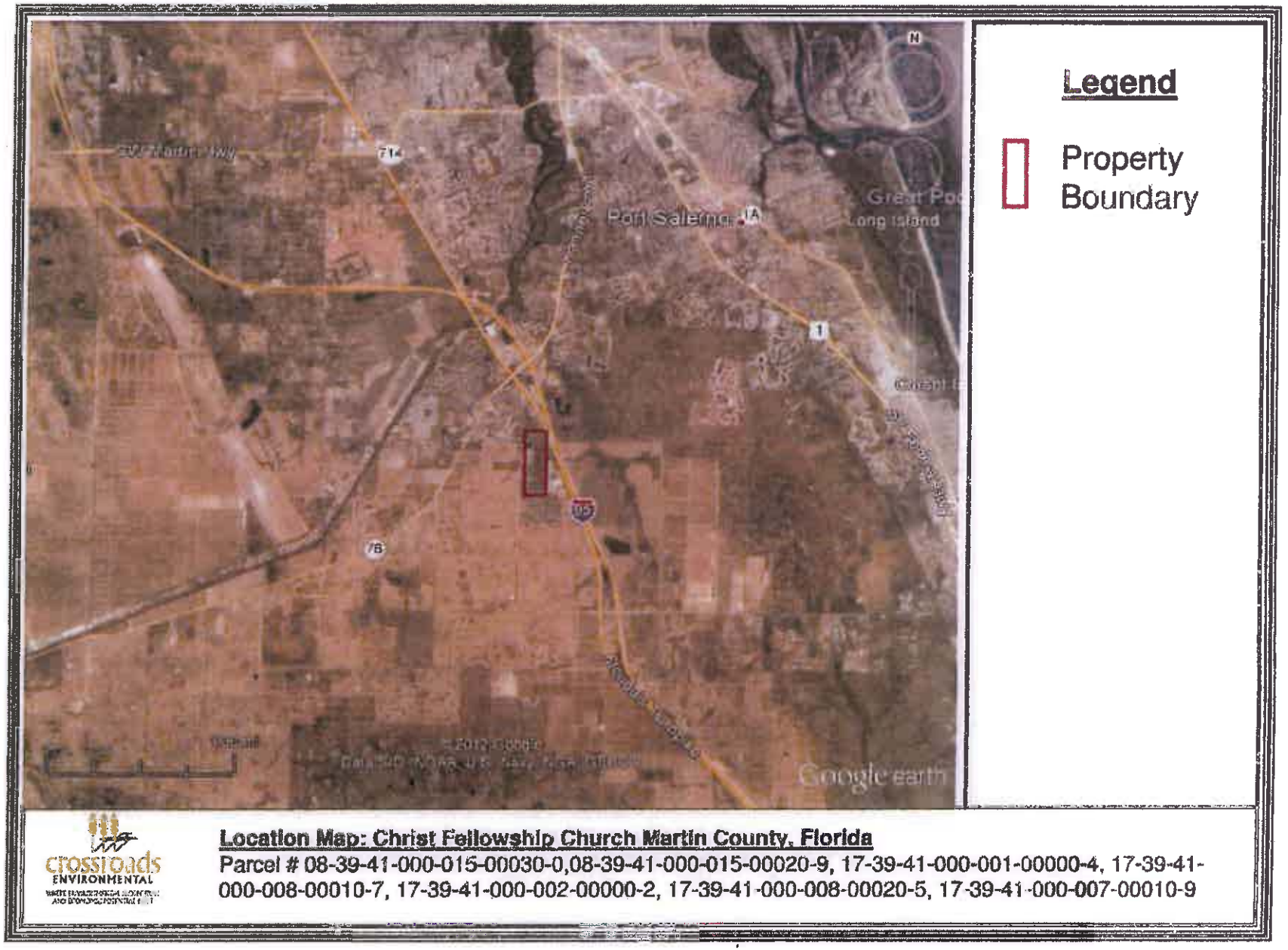
M. PROTECTED SPECIES

If a protected species survey conducted as part of the Environmental Assessment of the project site indicates the presence of protected plant or animal species, the Environmental Assessment will include a Protected Species Management Plan. This Plan will include the results of the protected species survey; a listing and description of protected species occurring on, or utilizing, the site; documentation of the protection status of each species; a map of active and inactive burrows, nests, cavity trees, etc. found as part of the survey; a description of the protective measures being provided for each listed species found on the site; and copies of all correspondence with applicable state and federal agencies regarding the protection of listed species.

N. INSPECTIONS AND ENFORCEMENT

Martin County is authorized to inspect any County regulated site or appurtenance. Duly authorized representatives of Martin County may, at any time, upon presenting proper identification, enter upon and shall be given access to any premises for the purpose of such inspection. Martin County shall have the right to enforce the provisions of this PAMP through any available administrative or civil proceeding, which may result in penalties. Restoration of habitat and other remedies, such as fines and fees covering staff time, may be required of any person, corporation or other entity found in violation of any of the provisions of this PAMP or of Article 10 of the Martin County Land Development Regulations.

APPENDICES



crossroads ENVIRONMENTAL

Location Map: Christ Fellowship Church Martin County, Florida

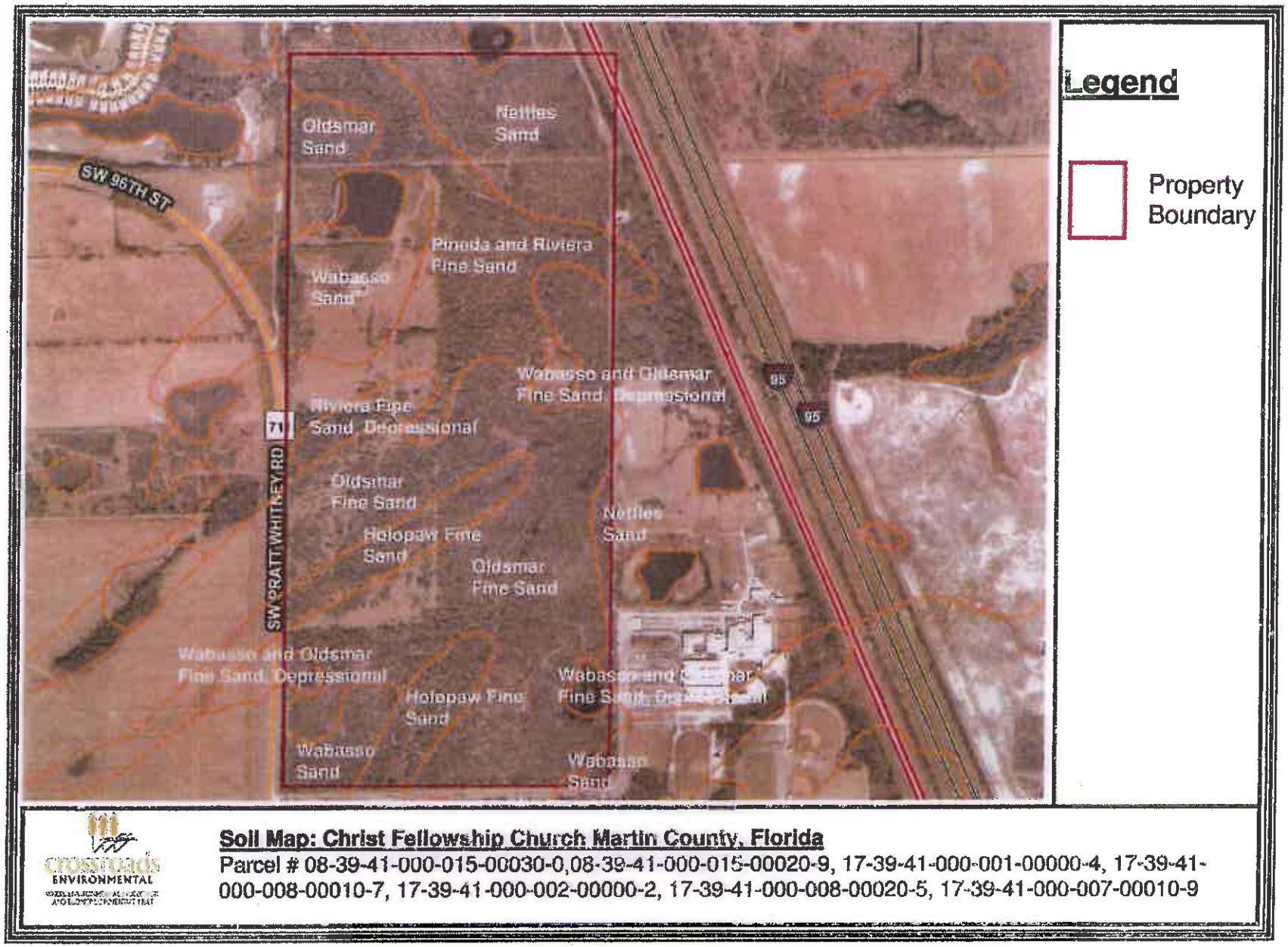
Parcel # 08-39-41-000-015-00030-0,08-39-41-000-015-00020-9, 17-39-41-000-001-00000-4, 17-39-41-000-008-00010-7, 17-39-41-000-002-00000-2, 17-39-41-000-008-00020-5, 17-39-41-000-007-00010-9



Crossroads Environmental

Aerial Map: Christ Fellowship Church Martin County, Florida

Parcel # 08-39-41-000-015-00030-0,08-39-41-000-015-00020-9, 17-39-41-000-001-00000-4, 17-39-41-000-008-00010-7, 17-39-41-000-002-00000-2, 17-39-41-000-008-00020-5, 17-39-41-000-007-00010-9



Soil Map: Christ Fellowship Church Martin County, Florida

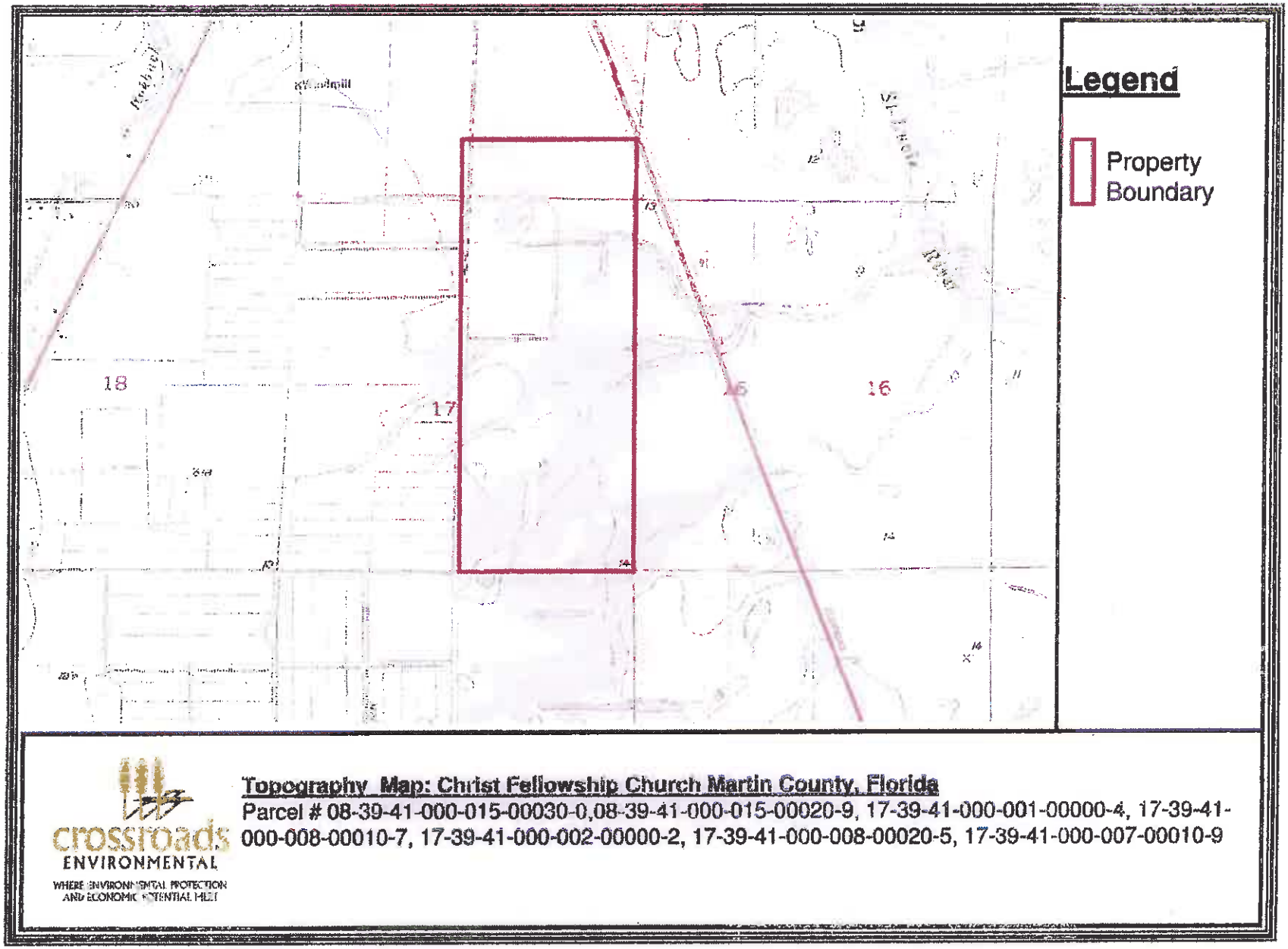
Parcel # 08-39-41-000-015-00030-0,08-39-41-000-015-00020-9, 17-39-41-000-001-00000-4, 17-39-41-000-008-00010-7, 17-39-41-000-002-00000-2, 17-39-41-000-008-00020-5, 17-39-41-000-007-00010-9



crossroads ENVIRONMENTAL

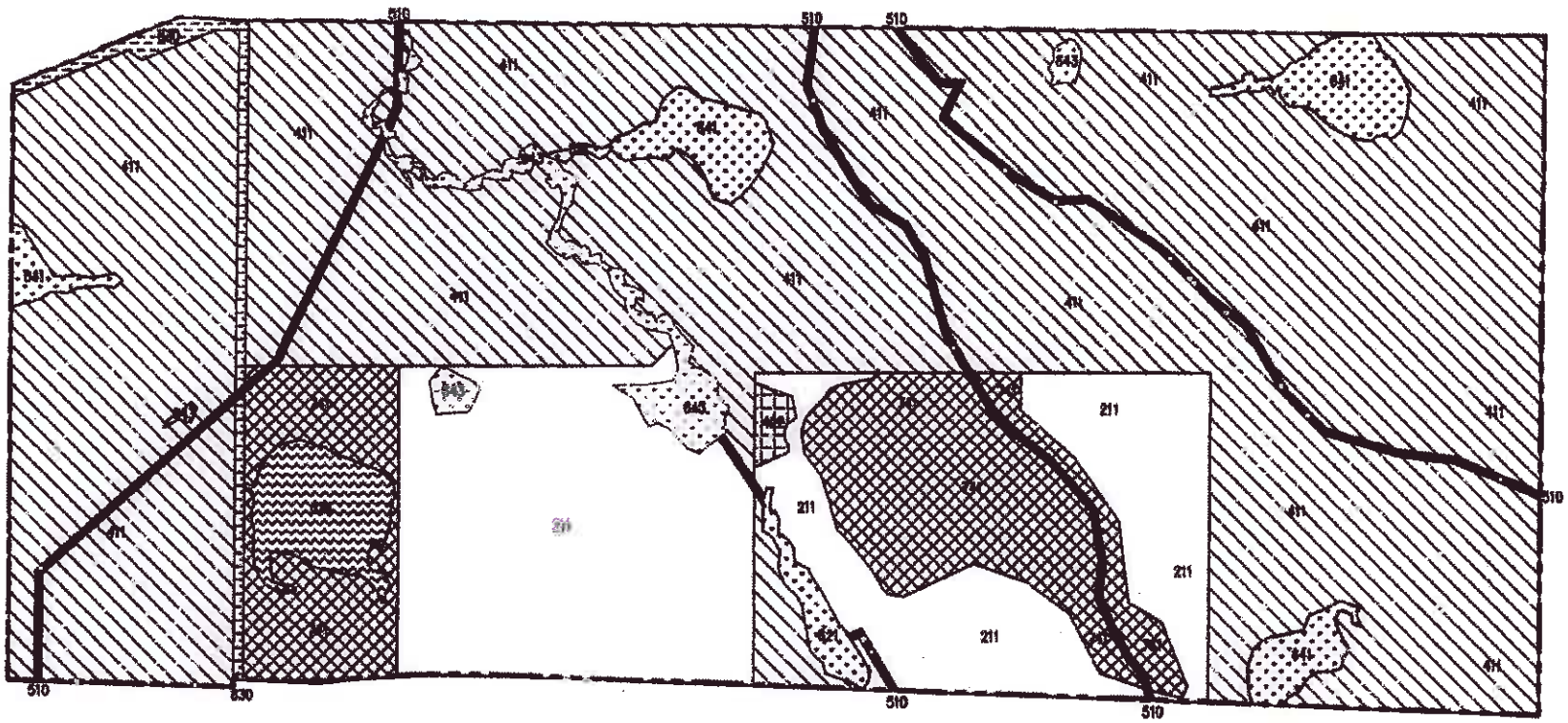
FEMA Map: Christ Fellowship Church Martin County, Florida

Parcel # 08-39-41-000-015-00030-0,08-39-41-000-015-00020-9, 17-39-41-000-001-00000-4, 17-39-41-000-008-00010-7, 17-39-41-000-002-00000-2, 17-39-41-000-008-00020-5, 17-39-41-000-007-00010-9



Topography Map: Christ Fellowship Church Martin County, Florida

Parcel # 08-39-41-000-015-00030-0,08-39-41-000-015-00020-9, 17-39-41-000-001-00000-4, 17-39-41-000-008-00010-7, 17-39-41-000-002-00000-2, 17-39-41-000-008-00020-5, 17-39-41-000-007-00010-9



LEGEND:

- 211 Improved Pastures (54.6 AC.)
- 411 Pine Flatwoods (212.6 AC.)
- 510 Streams And Waterways (1.4 AC.)
- 534 Lakes Less Than 10 AC. (4.9 AC.)
- 621 Cypress (7.81 AC.)
- 641 Freshwater Marshes (9.23 AC.)
- 643 Wet Prairie (4.85 AC.)
- 741 Rural Land In Transition (25.7 AC.)
- 630 Utilities (2.3 AC.)
- 422 Brazilian Pepper (1.2 Ac.)

Total Site: 319.05±
Total Site Area Provided by Associated Land Surveyors Inc.

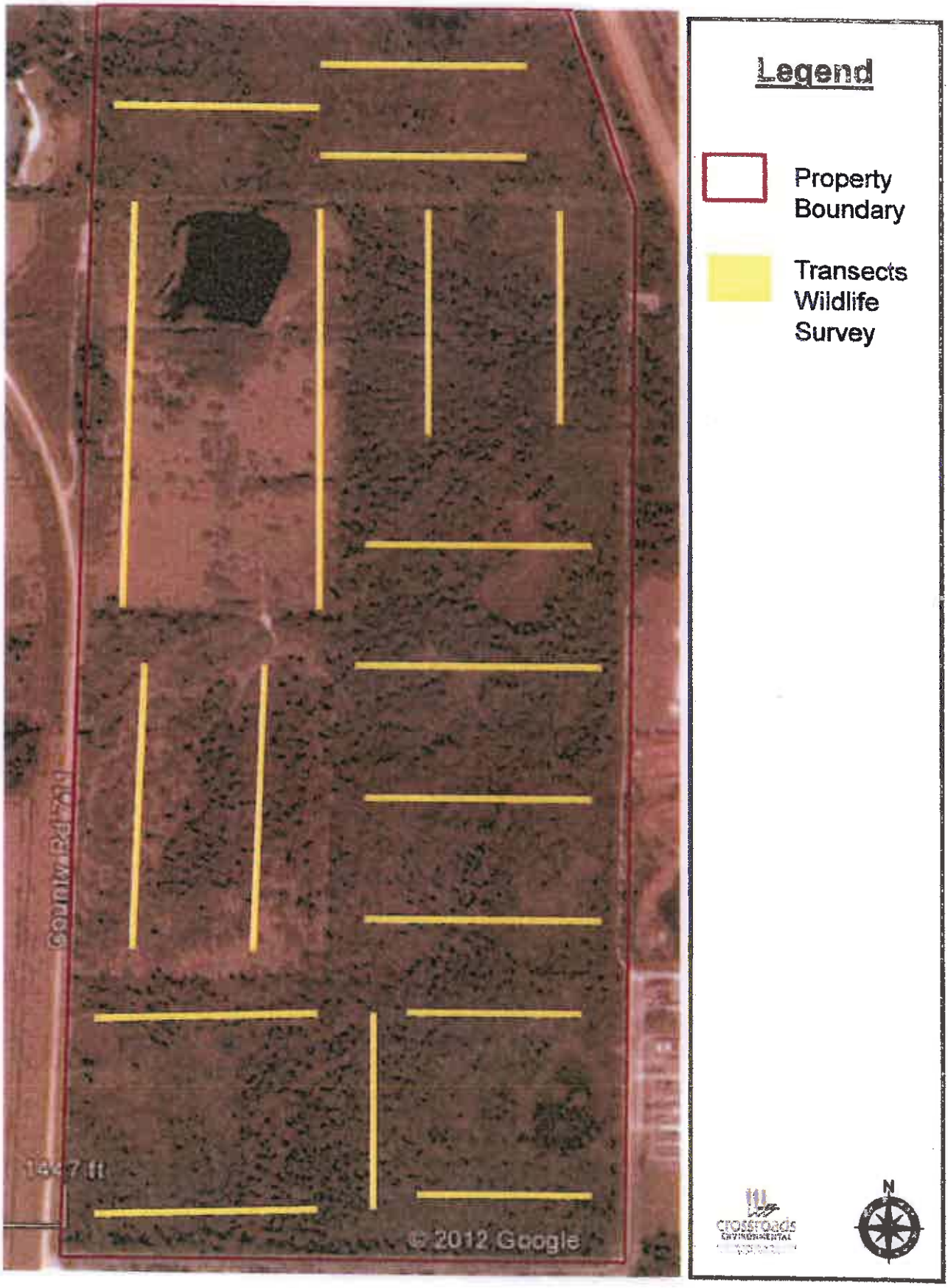
GRAPHIC SCALE

600 0 600

(IN FEET)

1 inch = 600 ft.

ENVIRONMENTAL	PROJECT: Proposed Christ Fellowship Martin County, Florida	DRAWING: FLUCCS Map	DESIGNED BY: D. Wolland PROJECT NO. 1345.01	SCALE: 600 DATED 12/3/12	REVISION	SHEET: 1 of 1


Legend
Property Boundary
Transects Wildlife Survey
N
© 2012 Google



Legend

Property Boundary

Transects 15% Gopher Tortoise Burrow Survey

Total Site Acreage	322
Lake	4.9
Streams and Waterways	1.4
Cypress	1.8
Freshwater Marshes	8.9
Wet Prairies	4.8
Brazilian Pepper	1.2
Total Acreage of Suitable Habitat	299
15% Gopher Tortoise Survey Total Acreage to be Surveyed	44.85

Crossroads Environmental

N



Legend

15% Gopher Tortoise Burrow Survey

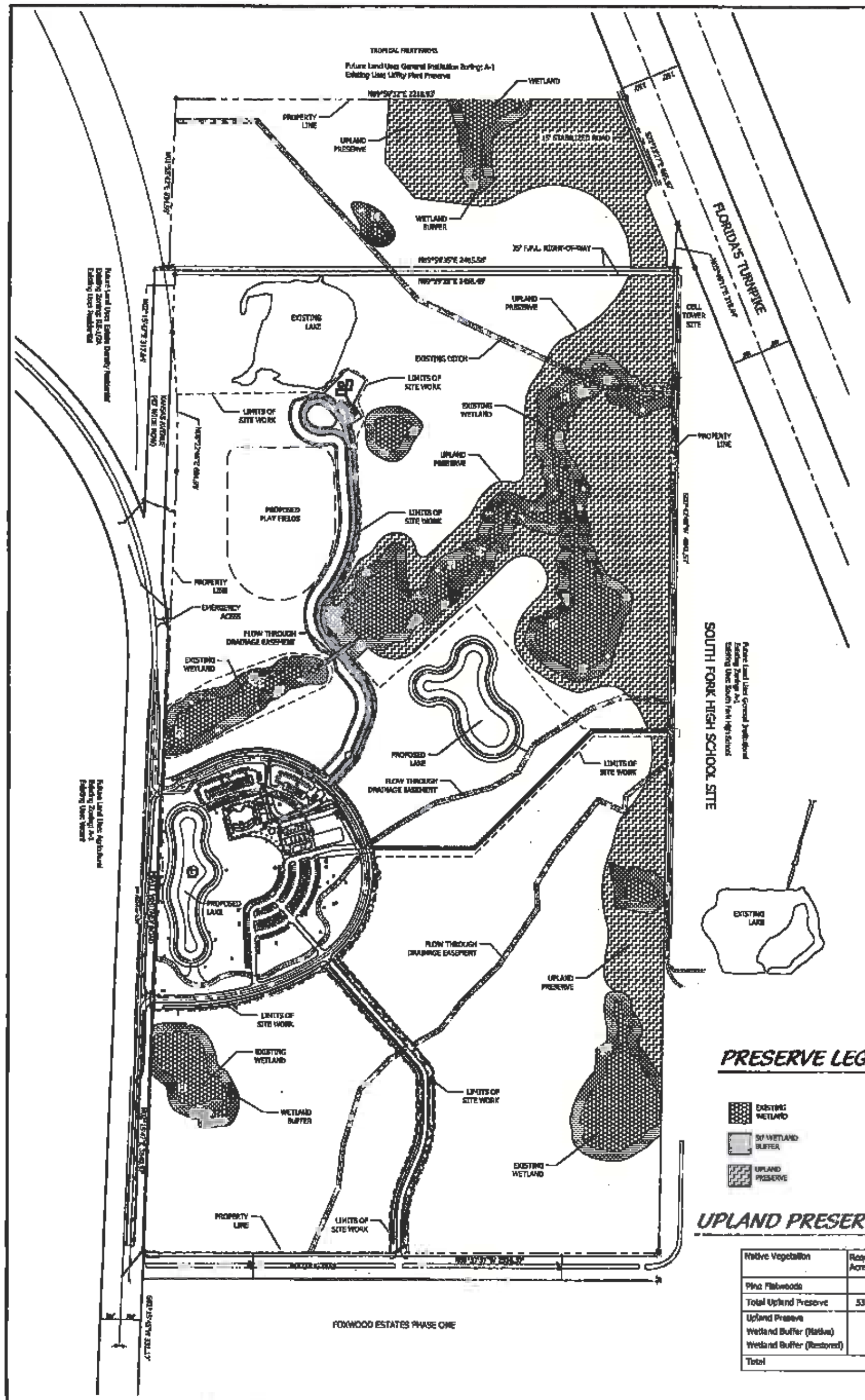
Total Site Acreage	322
Lake	4.9
Streams and Waterways	1.4
Cypress	1.8
Freshwater Marshes	8.9
Wet Prairies	4.8
Brazilian Pepper	1.2
Total Acreage of Suitable Habitat	299
15% Gopher Tortoise Survey Total Acreage Surveyed	44.85

Gopher Tortoise Burrow Location

1	27° 5'16.46"N	80°15'35.84"W
2	27° 5'24.57"N	80°15'34.24"W
3	27° 5'17.45"N	80°15'31.01"W
4	27° 5'16.82"N	80°15'31.27"W
5	27° 5'20.61"N	80°15'39.86"W
6	27° 5'18.12"N	80°15'40.34"W
7	27° 5'17.89"N	80°15'40.13"W
8	27° 5'16.80"N	80°15'40.81"W
9	27° 5'15.38"N	80°15'17.57"W
10	27° 5'14.27"N	80°15'26.98"W
11	27° 5'14.28"N	80°15'26.50"W
12	27° 5'9.67"N	80°15'21.29"W
13	27° 5'9.68"N	80°15'20.36"W
14	27° 5'6.84"N	80°15'20.13"W
15	27° 4'37.02"N	80°15'41.28"W
16	27° 4'31.00"N	80°15'30.52"W
17	27° 4'33.39"N	80°15'29.17"W
18	27° 4'37.81"N	80°15'29.28"W
19	27° 4'33.05"N	80°15'27.37"W
20	27° 4'54.83"N	80°15'17.79"W
21	27° 4'50.30"N	80°15'21.88"W
22	27° 4'48.53"N	80°15'24.59"W
23	27° 4'48.99"N	80°15'25.69"W
24	27° 4'52.80"N	80°15'29.20"W
25	27° 4'49.35"N	80°15'27.54"W
26	27° 4'49.25"N	80°15'28.23"W
27	27° 4'41.13"N	80°15'31.52"W
28	27° 4'43.84"N	80°15'35.79"W

crossroads ENVIRONMENTAL

N



LEGAL DESCRIPTION

ALL OF TRACTS 1, 2, 7, 8, 9, 10 AND THE NORTH THREE QUARTERS OF TRACTS 15 AND 16, SECTION 17, TOWNSHIP 39 SOUTH, RANGE 41 EAST, TROPICAL FRUIT FARMS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGE 6, PUBLIC RECORDS OF PALM BEACH COUNTY (NOW MARTIN COUNTY), FLORIDA.

TOGETHER WITH THE SOUTH 834.49 FEET OF THAT PART OF TRACTS 15 AND 16, SECTION 8, TOWNSHIP 39 SOUTH, RANGE 41 EAST, OF SAID PLAT OF TROPICAL FRUIT FARMS, LYING WESTERLY OF THE RIGHT-OF-WAY FOR FLORIDA'S TURNPIKE.

EXCEPTING THEREFROM THE RIGHT-OF-WAY DEEDED TO MARTIN COUNTY IN DEED BOOK 42, PAGE 517 AND DEED BOOK 42, PAGE 524, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.

ALSO EXCEPTING THE RIGHTS-OF-WAY DEEDED TO MARTIN COUNTY IN OFFICIAL RECORD BOOK 111, PAGE 546 AND OFFICIAL RECORD BOOK 111, PAGE 551, AND OFFICIAL RECORD BOOK 111, PAGE 558, ALL OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.

ALSO EXCEPTING THE RIGHT-OF-WAY FOR THE SOUTH FORK HIGH SCHOOL ACCESS ROAD, RECORDED IN OFFICIAL RECORD BOOK 494, PAGE 2883, OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.

ALSO EXCEPTING THE 40 FOOT POSTED AND VIEWED RIGHT OF WAY (KANSAS AVENUE) BY DECLARATION OF THE COUNTY COMMISSIONERS OF PALM BEACH COUNTY SEPTEMBER 5, 1923.

ALL OF THE ABOVE LANDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND BEING COMPRISED OF ALL OF TRACTS 1, 8, AND 9, AND A PORTION OF TRACTS 2, 7, 10, 15 AND 16, SECTION 17, TOWNSHIP 39 SOUTH, RANGE 41 EAST, TROPICAL FRUIT FARMS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGE 6, OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA;

TOGETHER WITH A PORTION OF TRACTS 15 AND 16, SECTION 8, TOWNSHIP 39 SOUTH, RANGE 41 EAST, TROPICAL FRUIT FARMS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGE 6, OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA, IN ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF SECTION 17, TOWNSHIP 39 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA;

THENCE NORTH 02°15'47" EAST (AS A BASIS OF BEARINGS) ALONG THE WEST LINE OF THE EAST ONE-HALF (E 1/2) OF SAID SECTION 17, A DISTANCE OF 481.84 FEET TO A POINT BEING ON THE NORTH LINE OF THE 130 FOOT WIDE STRIP OF LAND CONVEYED TO THE SCHOOL BOARD OF MARTIN COUNTY, FLORIDA, AS MENTIONED IN THAT CERTAIN WARRANTY DEED RECORDED IN OFFICIAL RECORD BOOK 494, PAGE 2883 OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA;

THENCE SOUTH 88°57'57" EAST ALONG SAID NORTH LINE, A DISTANCE OF 100.08 FEET TO A POINT BEING ON A LINE LYING 100.00 FEET EAST OF AND PARALLEL WITH (AS MEASURED AT RIGHT ANGLES) THE WEST LINE OF THE EAST ONE-HALF (E 1/2) OF SAID SECTION 17 AND THE POINT OF BEGINNING;

THENCE NORTH 02°15'47" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 3,840.97 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 4,683.75 FEET, A CENTRAL ANGLE OF 08°22'48" FOR A DISTANCE OF 684.99 FEET TO A POINT BEING ON A LINE LYING 50.00 FEET EAST OF AND PARALLEL WITH (AS MEASURED AT RIGHT ANGLES) SAID WEST LINE OF THE EAST ONE-HALF (E 1/2) OF SAID SECTION 17;

THENCE NORTH 02°15'47" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 317.84 FEET TO A POINT BEING ON THE NORTH LINE OF THE NORTHEAST ONE-QUARTER (NE 1/4) OF SAID SECTION 17, ALSO BEING THE SOUTH LINE OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF SECTION 8, TOWNSHIP 39 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA; THE PRECEDING THREE (3) COURSES AND DISTANCES BEING COINCIDENT WITH THE EASTERLY RIGHT-OF-WAY LINE FOR PRATT & WHITNEY ROAD AS DESCRIBED IN OFFICIAL RECORD BOOK 111, PAGE 558, OFFICIAL RECORD BOOK 111, PAGE 551, OFFICIAL RECORD BOOK 111, PAGE 546 AND DEED BOOK 42, PAGE 524 OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA;

THENCE SOUTH 89°59'32" WEST ALONG SAID NORTH LINE, A DISTANCE OF 30.05 FEET TO A POINT BEING ON A LINE LYING 20.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE EAST ONE-HALF OF SECTION 8, TOWNSHIP 39 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA, ALSO BEING THE EAST LINE OF THE 40 FOOT WIDE POSTED AND VIEWED RIGHT-OF-WAY FOR KANSAS AVENUE BY THE DECLARATION OF THE COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, DATED SEPTEMBER 5, 1923;

THENCE NORTH 01°38'42" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 834.99 FEET TO A POINT BEING ON A LINE LYING 834.49 FEET NORTH OF AND PARALLEL WITH (AS MEASURED AT RIGHT ANGLES) THE SOUTH LINE OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF SAID SECTION 8;

THENCE NORTH 89°59'32" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 2,218.93 FEET TO A POINT BEING ON THE WESTERLY RIGHT-OF-WAY LINE FOR THE SUNSHINE STATE PARKWAY (FLORIDA TURNPIKE) AS DEPICTED ON THE RIGHT-OF-WAY MAP FOR THE SUNSHINE STATE PARKWAY AS PREPARED BY SMITH & GILLESPIE, CONTRACT NUMBER 5.1, SHEET 4 OF 6, DATED JUNE 15, 1955;

THENCE SOUTH 22°16'27" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 865.97 FEET TO A POINT BEING ON THE EAST LINE OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF SAID SECTION 8;

THENCE SOUTH 03°46'18" WEST ALONG SAID EAST LINE, A DISTANCE OF 218.89 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 8, ALSO BEING THE NORTHEAST CORNER OF SAID SECTION 17;

THENCE SOUTH 00°42'48" WEST ALONG THE EAST LINE OF SAID SECTION 17, ALSO BEING THE EAST LINE OF TRACTS 1, 8, 9 AND 16, TROPICAL FRUIT FARMS, SECTION 17, TOWNSHIP 39 SOUTH, RANGE 41 EAST, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGE 6, OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA, A DISTANCE OF 4,841.57 FEET TO A POINT BEING ON THE NORTH LINE OF SAID 130 FOOT WIDE STRIP OF LAND CONVEYED TO THE SCHOOL BOARD OF MARTIN COUNTY, FLORIDA AS MENTIONED IN THAT CERTAIN WARRANTY DEED RECORDED IN OFFICIAL RECORD BOOK 494, PAGE 2883 OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA;

THENCE NORTH 88°57'57" WEST ALONG SAID NORTH LINE, A DISTANCE OF 2,530.54 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN MARTIN COUNTY, FLORIDA.
CONTAINING 13,982,782 SQUARE FEET/321.00 ACRES MORE OR LESS.
SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS, AND RIGHTS-OF-WAY OF RECORD.

SITE DATA

TOTAL SITE AREA:	13,982,760 SQ. FT.	321 AC.	100%
ZONING:	RE-2A		
FUTURE LAND USE:	RURAL DENSITY		
PCN:	17394100000700010000000		
PROPOSED USE:	WORSHIP CENTER		

OPEN SPACE

TOTAL OPEN SPACE			
REQUIRED:	6,969,600 SQ. FT.	160 AC.	50%
PROVIDED:	13,399,686 SQ. FT.	307.6 AC.	95%
OTHER OPEN SPACE			
WETLAND BUFFER:	1,009,720 SQ. FT.	23.18 AC.	7.22%
WETLAND:	692,168 SQ. FT.	15.89 AC.	4.95%
UPLAND PRESERVE:	1,822,114 SQ. FT.	41.83 AC.	13.03%

IMPERVIOUS AREA

TOTAL DEVELOPED AREA			
BUILDING:	48,042. SQ. FT.	1.10 AC.	.34%
PAVILION:	1,600. SQ. FT.	.04 AC.	.01%
PAVEMENT:	291,852. SQ. FT.	6.70 AC.	2.09%
SIDEWALKS & CURB:	27,442.8 SQ. FT.	.63 AC.	.19%
PAVERS, GRASS PKG, ROCK ROAD:	78,408.0 SQ. FT.	1.80 AC.	.56%
SURFACE WATER AREA:	230,868. SQ. FT.	5.30 AC.	1.65%

BUILDING DATA

TOTAL GROSS FLOOR AREA:	48,042 SQ. FT. 1.10 AC. .34%
BUILDING COVERAGE	FAR = .0035
HEIGHT: (# STORIES)	1
USE 1:	WORSHIP CENTER (30,502 SQ. FT.)
USE 2:	WORSHIP CENTER ANNEX (17,540 SQ. FT.)

PARKING

DEMONSTRATE PARKING CALCULATIONS

WORSHIP CENTER (800 SEATING CAPACITY @ 1 SPACE / 3 SEATS) = 267 SPACES

WORSHIP CENTER ANNEX (250 CAPACITY @ 1 SPACE / 4 SEATS) = 63 SPACES

TOTAL PARKING REQUIRED: 330 SPACES
TOTAL PARKING PROVIDED: 337 SPACES (274 IMPERVIOUS, 63 GRASS PARKING STALLS)

REQUIRED HANDICAP SPACES: 10 STALLS
PROVIDED HANDICAP SPACES: 11 STALLS

LEGEND

HC	HANDICAP	HC SIGN	PARKING LIGHT
LB	LANDSCAPE BUFFER	STOP SIGN	PEDESTRIAN LIGHT
R	RADIUS	DO NOT ENTER	FPL COACH LIGHT
SB	SETBACK	PEDESTRIAN CROSSING	
SW	SIDEWALK		
TYP	TYPICAL		

PROJECT TEAM

OWNER/CLIENT:
CHRIST FELLOWSHIP
5343 NORTHLAKE BOULEVARD
PALM BEACH GARDENS, FLA. 33418
561.799.7603
CONTACT: LEO ABDELLA

ENGINEER:
THE MILCOR GROUP, INC.
6526 KANNER HIGHWAY, #236
STUART, FL 34997
TEL: 772.223.1350
CONTACT: MELISSA CORBETT

LANDSCAPE ARCHITECT/PLANNER:
COTLEUR & HEARING, INC.
1934 COMMERCE LANE, SUITE 1
JUPITER, FL 33458
561.747.6336
CONTACT: DANIEL SORROW

ENVIRONMENTAL:
CROSSROADS ENVIRONMENTAL CONSULTANTS INC.
1251 SW 27TH STREET, SUITE 2
PALM CITY, FL 34990
772.223.5200
CONTACT: TOBIN R. OVERDORF

ARCHITECT:
BECK ARCHITECTURE, LLC
1807 ROSS AVENUE, SUITE 500
DALLAS, TX 75201-8006
214.303.6822
CONTACT: MICHAEL ARCHER

TRAFFIC CONSULTANT:
PINDER TROUTMAN
2005 VISTA PARKWAY, SUITE 111
WEST PALM BEACH, FL 33411-6700
561.296.9698
CONTACT: REBECCA MULCAHY

SURVEYOR:
CAULFIELD & WHEELER, INC.
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
561.392.1991
CONTACT: DAVID LINDLEY

GENERAL NOTES

REFUSE SERVICE SHALL BE ACCOMPLISHED BY WAY OF INDIVIDUAL DUMPSTER AND RECYCLING AS SHOWN ON THE SITE PLAN.

10' X 30' SAFE SIGHT TRIANGLE SHALL BE PROVIDED AT THE PROJECTS ENTRY ROADS.

RAMPS SHALL BE PROVIDED AT ALL SIDEWALK AND STREET INTERSECTIONS IN ACCORDANCE WITH ADA AND THE FLORIDA HANDICAP ACCESSIBILITY CODE.

ALL A/C UNITS SHALL BE LOCATED TO THE REAR OR SIDE OF ALL BUILDINGS AND FULLY SCREENED ON THREE SIDES WITH LANDSCAPING.

THE BUILDING, LANDSCAPE AND LIGHTING DESIGN SHALL MAXIMIZE THE USE OF CPTED DESIGN PRINCIPLES.

MINIMUM TYPE CONSTRUCTION FOR ALLOWABLE HEIGHT & BUILDING AREA MUST BE COMPLIANCE WITH THE FLORIDA BUILDING CODE (AFTER OCT. 1, 2005 FBC 2004)

ALL SIGNAGE SHALL CONFORM TO THE REQUIREMENTS OF MARTIN COUNTY LDR'S.

STREET LIGHTS TO BE FPL COACH LIGHTS MOUNTED ON 12' TALL POLES.

THE PRESERVE AREAS WILL BE PROTECTED AND MAINTAINED IN ACCORDANCE WITH THE RECORDED PRESERVE AREA MANAGEMENT PLAN (PAMP)

ALL EXOTIC PLANT SPECIES SHALL BE REMOVED AND ALL NECESSARY PRESERVE RESTORATION SHALL BE COMPLETED PRIOR TO THE CERTIFICATE OF OCCUPANCY (CO)

ALL EROSION CONTROL MEASURES SHALL BE MAINTAINED DURING CONSTRUCTION TO PROTECT THE PRESERVE AREAS IN ACCORDANCE WITH THE APPROVED EROSION CONTROL PLAN.

PRESERVE LEGEND

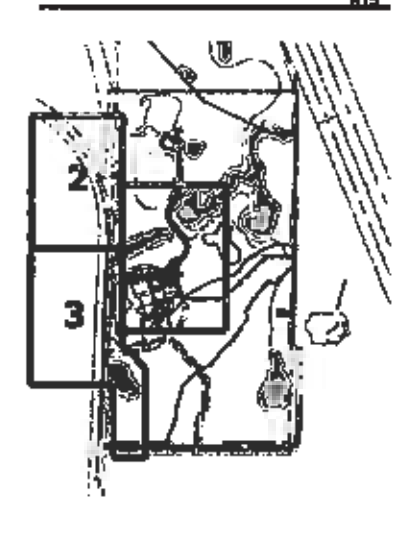
EXISTING WETLAND
50' WETLAND BUFFER
UPLAND PRESERVE

UPLAND PRESERVE TABLE

Native Vegetation	Required Acreage	Provided Acreage
Pine Flatwoods		112.9
Total Upland Preserve	53.23	
Upland Preserve		41.38
Wetland Buffer (Native)		23.18
Wetland Buffer (Restored)		1.62
Total		66.18

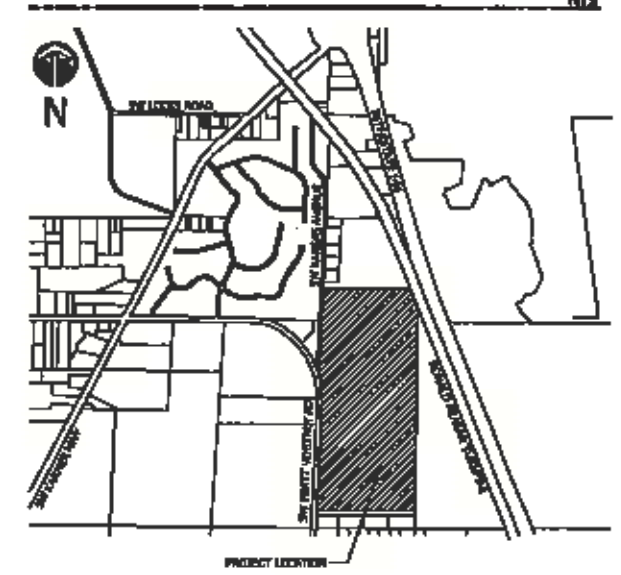
KEY SHEET

NTS



LOCATION MAP

NTS



Final Site Plan

0' 150' 300' 600' 900' 1200'

Scale: 1" = 300'

North

Cotleur & Hearing
Landscape Architects
Land Planners
Environmental Consultants
1934 Commerce Lane
Suite 1
Jupiter, Florida 33458
561.747.6336 · Fax 747.1377
www.cotleurhearing.com
Lic# LC-C000239

CHRIST FELLOWSHIP

Martin County, Florida

DESIGNED	DTB
DRAWN	DTB
APPROVED	DEH
JOB NUMBER	12-0207
DATE	08-20-13
REVISIONS	

PAGE 1 OF 7

© COTLEUR & HEARING, INC.

November 30, 2012

Ms. Jennifer Acevedo
Crossroads Environmental
1251 SW 27th Street
Suite 2
Palm City, FL 34990

Dear Ms. Acevedo:

This letter is in response to your request for listed species occurrence records and critical habitats for your project (Christ Fellowship) located in Martin County, Florida. Records from The Florida Fish and Wildlife Conservation Commission's database indicate that critical habitat is located within the project area. Enclosed are 8.5 x 11 maps showing listed species locations, SHCA's for swallow-tailed kite and Cooper's hawk, prioritized SHCA's, species richness, priority wetlands for listed species, and land cover for the project site and the surrounding area.

This letter and attachments should not be considered as a review or an assessment of the impact upon threatened or endangered species of the project site. It provides FWC's most current data regarding the location of listed species and their associated habitats.

Our fish and wildlife location data represents only those occurrences recorded by FWC staff and other affiliated researchers. It is important to understand that our database does not necessarily contain records of all listed species that may occur in a given area. Also, data on certain species, such as gopher tortoises, are not entered into our database on a site-specific basis. **Therefore, one should not assume that an absence of occurrences in our database indicates that species of significance do not occur in the area.**

The Florida Natural Areas Inventory (FNAI) maintains a separate database of listed plant and wildlife species, please contact FNAI directly for specific information on the location of element occurrences within the project area. Because FNAI is funded to provide information to public agencies only, you may be required to pay a fee for this information. County-wide listed species information can be located at their website (http://www.fnai.org).

Please credit the Florida Fish and Wildlife Conservation Commission in any publication or presentation of these data. If you have any questions or further requests, please contact me at (850) 488-0588 or gisrequests@myfwc.com.

Sincerely,

Jan Stearns

Jan Stearns
Staff Assistant

js
2012_5885
Enclosure

Kenneth W. Wright
Chairman
Winter Park

Kathy Barco
Vice Chairman
Jacksonville

Ronald M. Bergeron
Fort Lauderdale

Richard A. Corbett
Tampa

Aliese P. "Liesa" Priddy
Immokalee

Charles W. Roberts III
Tallahassee

Brian S. Yablonski
Tallahassee

Nick Wiley
Executive Director

Greg Holder
Assistant Executive Director

Karen Ventimiglia
Chief of Staff

Gil McRae
Director

(727) 896-8626
(727) 823-0166 FAX

Managing fish and wildlife resources for their long-term well-being and the benefit of people.

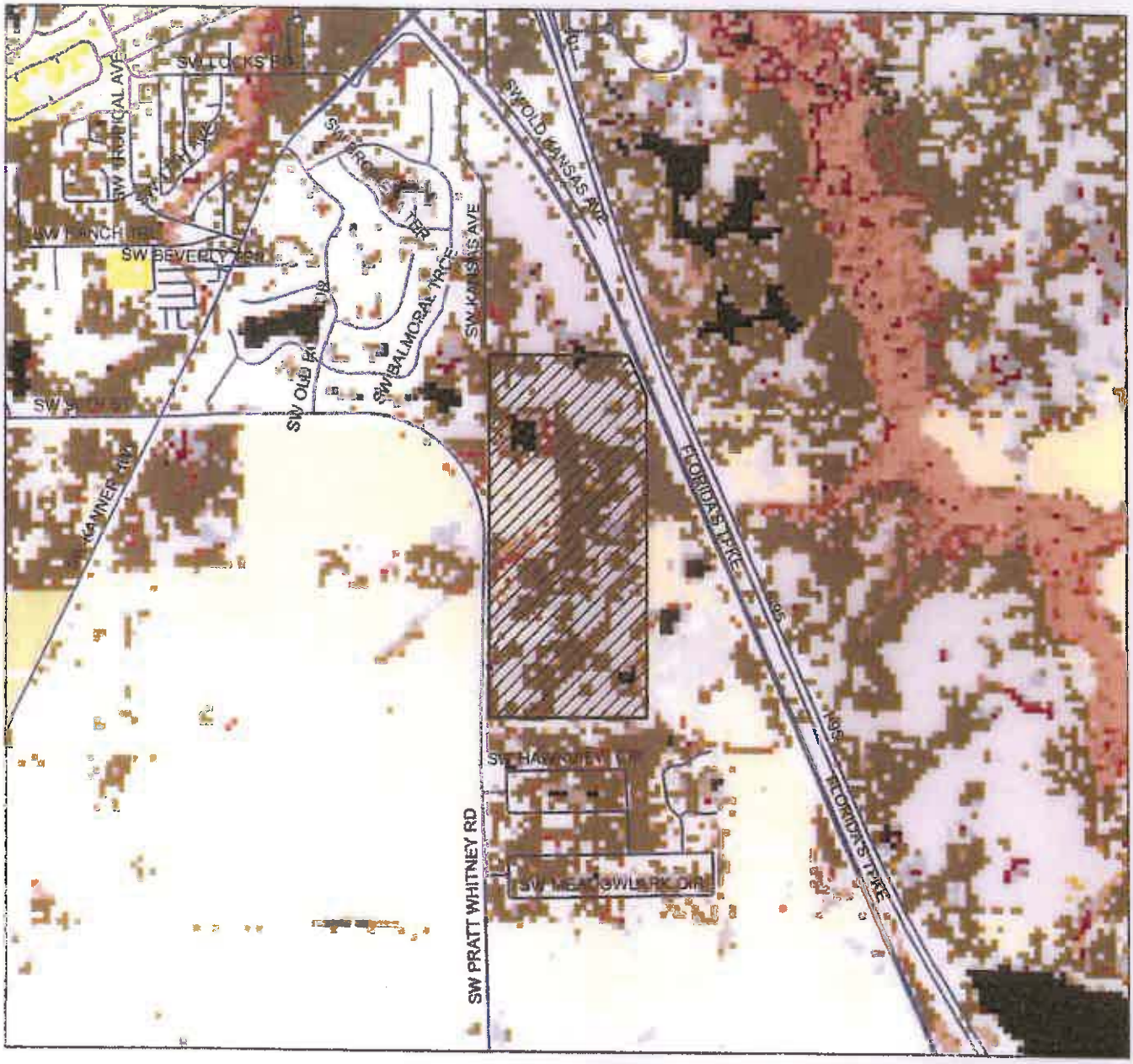
Fish and Wildlife
Research Institute
620 South Meridian Street
Tallahassee, Florida
32399-1600
Voice: (850) 410-0656

Hearing/speech-impaired:
(800) 955-8771 (T)
(800) 955-8770 (V)

MyFWC.com/Research

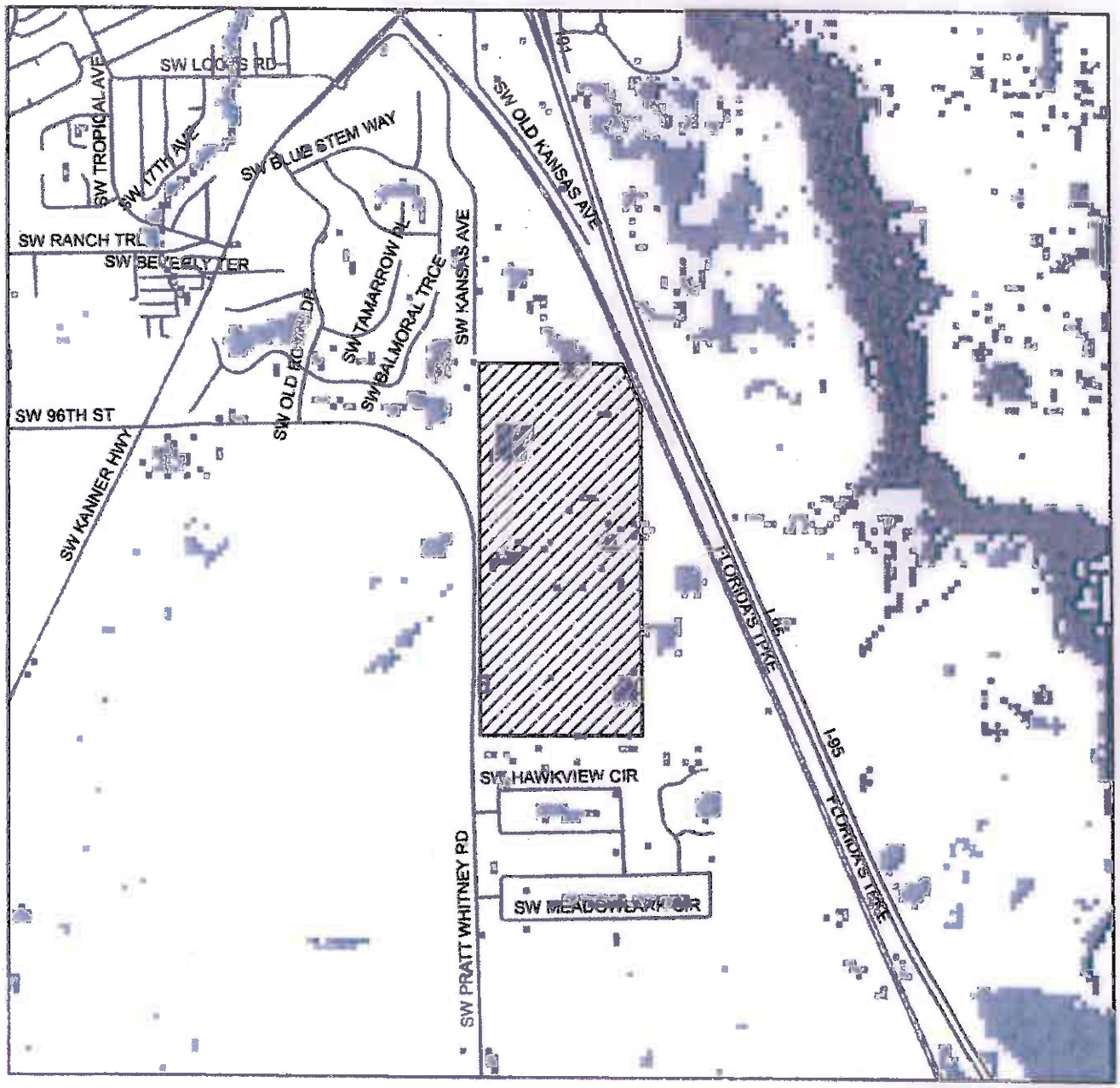
Florida Land Cover - 2003

Christ Fellowship



Priority Wetlands

Christ Fellowship



Priority Wetlands
- 1-3 Species, Wetlands habitat
- 4-6 Species, Wetlands habitat
- 7-9 Species, Wetlands habitat
- 10-11 Species, Wetlands habitat

County Boundary
Project Site

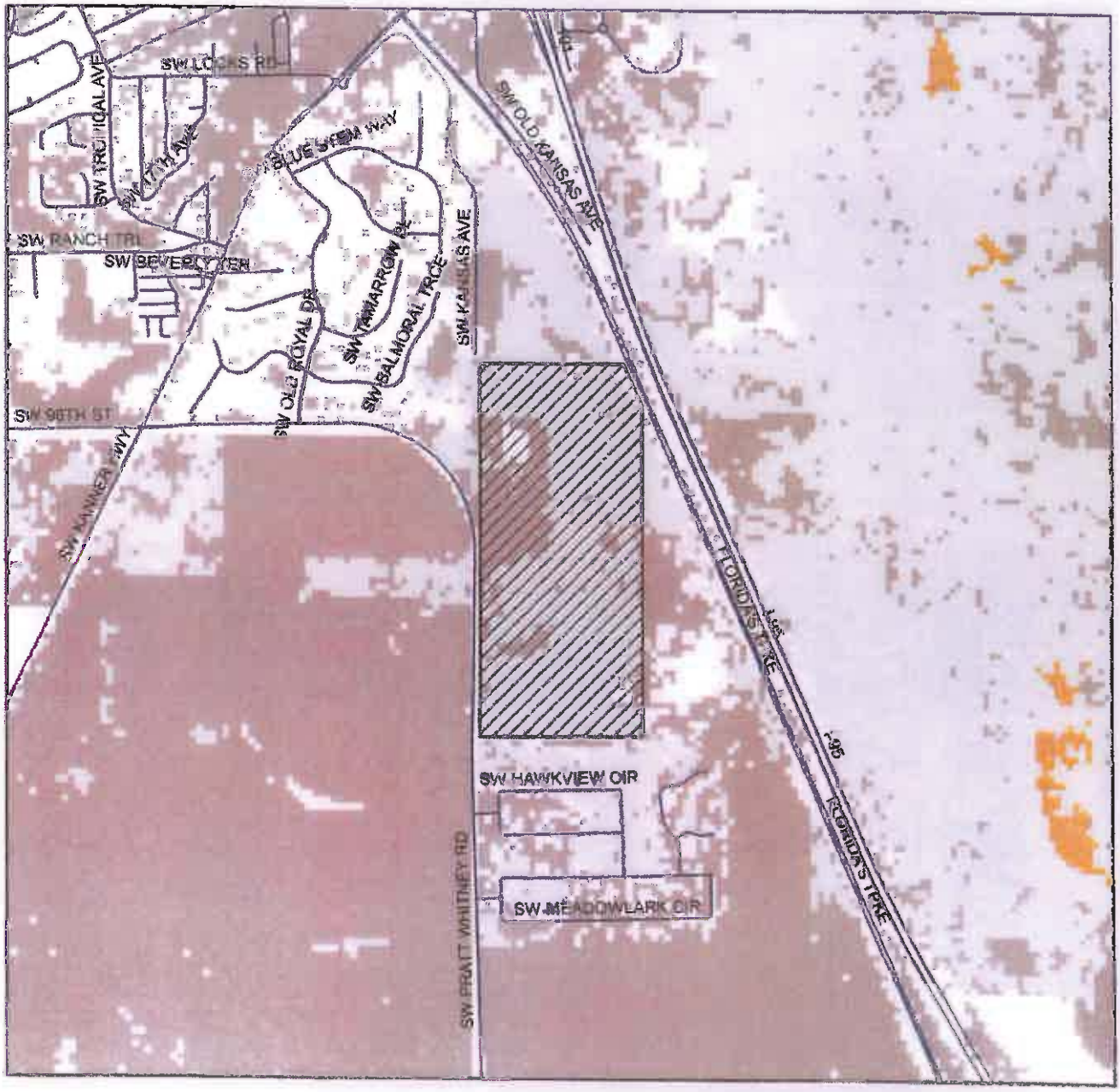
Miles
0 0.3 0.6 0.9

N

2012_5885

Species Richness

Christ Fellowship



Species Richness
- 1 - 3
- 4 - 6
- 7 - 9
- 10 - 13

County Boundary
Project Site

Miles
0 0.3 0.6 0.9

N

2012_5885

Prioritized SHCA's

Christ Fellowship



Prioritized SHCA's
- Priority 1
- Priority 2
- Priority 3
- Priority 4
- Priority 5

County Boundary
Project Site

Miles
0 0.3 0.6 0.9

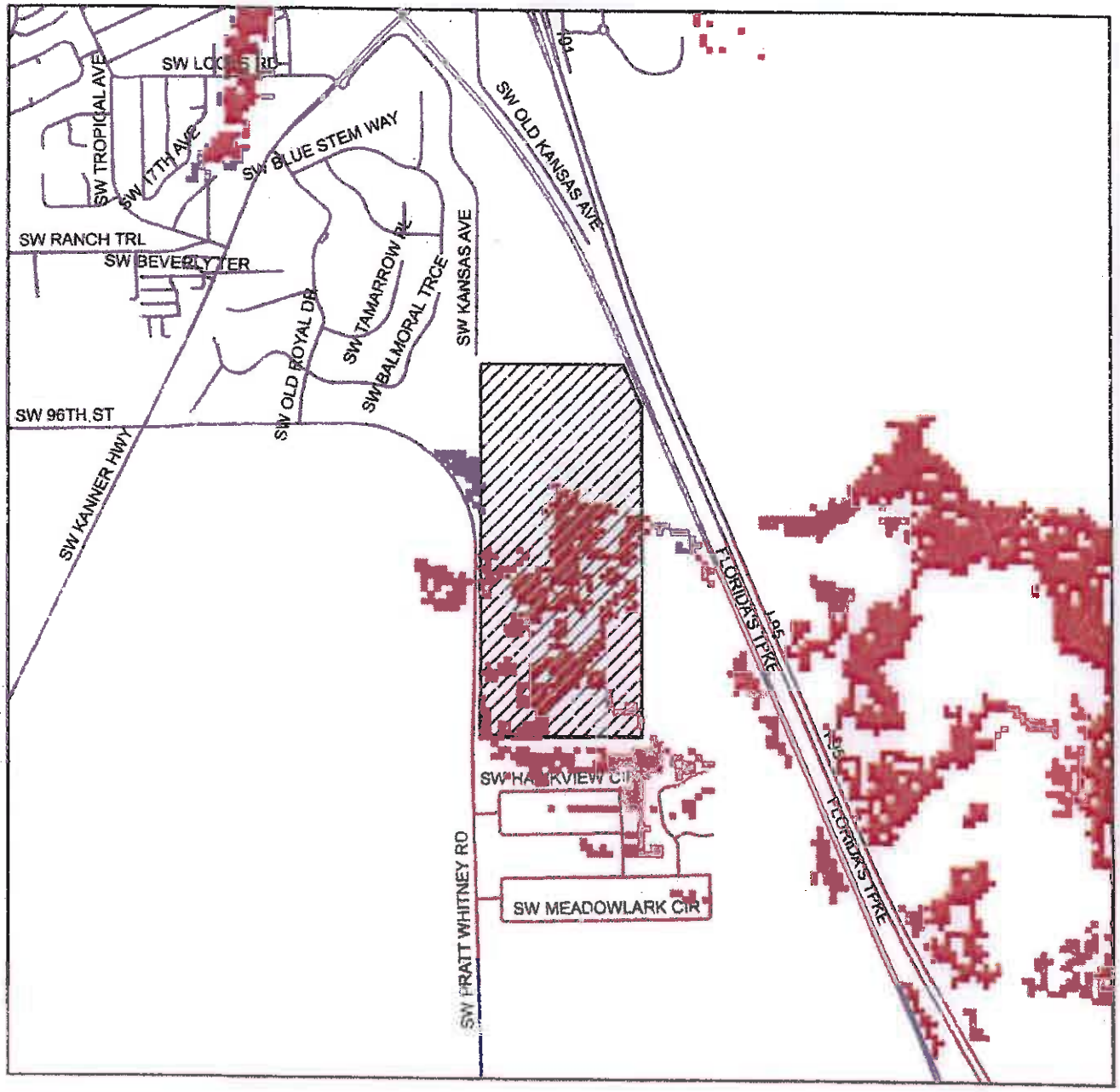
N

The prioritized SHCA map identifies 5 classes of SHCA based upon Heritage ranking criteria developed by The Nature Conservancy, the Natural Heritage Program Network, and the Florida Natural Areas Inventory. There are 2 possible ranks used to prioritize a species' SHCA: 1) the global rank based on a species worldwide status, and 2) the state rank based upon the species status in Florida. The state and global ranks are based upon many factors such as known occurrence locations, estimated abundance, range, amount of habitat currently protected, perceived levels of threats towards the species, and ecological fragility.

2012_5885

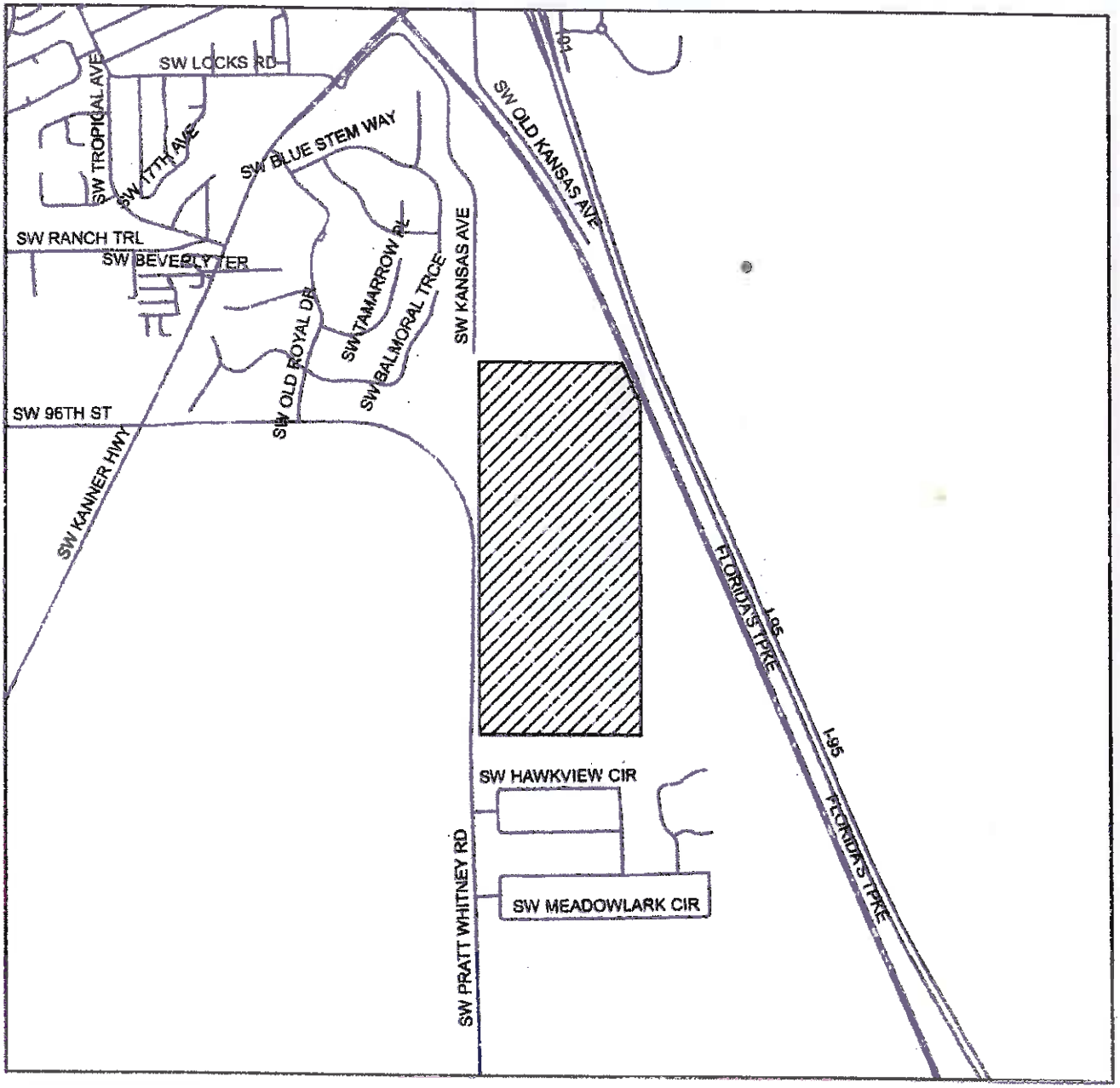
Strategic Habitat Conservation Areas

Christ Fellowship



Species Occurrences

Christ Fellowship



- Indigo Snake
- Florida Natural Inventory Areas
- County Boundary
- Project Site

0 0.3 0.6 0.9 Miles

N

2012_5885

U.S. Fish and Wildlife Service

Natural Resources of Concern

This resource list is to be used for planning purposes only — it is not an official species list.

Endangered Species Act species list information for your project is available online and listed below for the following FWS Field Offices:

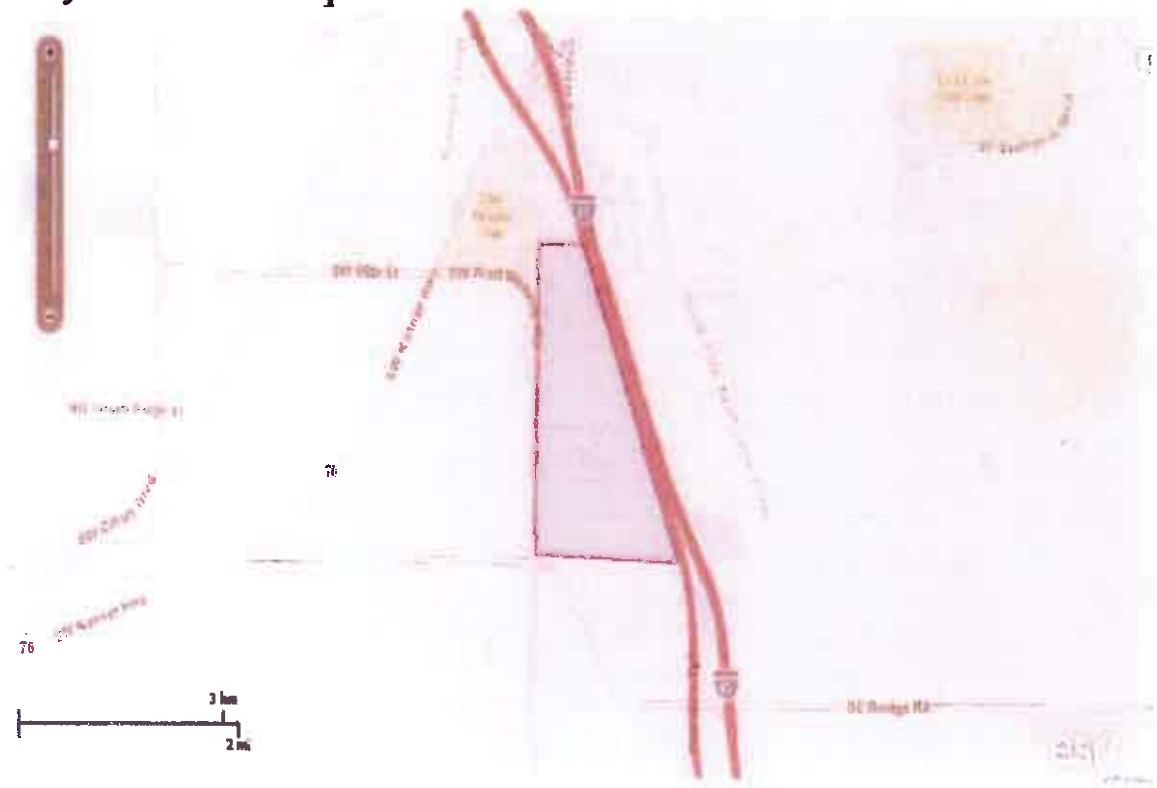
SOUTH FLORIDA ECOLOGICAL SERVICES FIELD OFFICE
1339 20TH STREET
VERO BEACH, FL 32960
(772) 562-3909
http://fws.gov/verobeach

Project Name:
Christ Fellowship

U.S. Fish and Wildlife Service

Natural Resources of Concern

Project Location Map:



Project Counties:

Martin, FL

Geographic coordinates (Open Geospatial Consortium Well-Known Text, NAD83):

MULTIPOLYGON (((-80.2623032 27.0911345, -80.2556084 27.0909816, -80.2417038 27.0585852, -80.2628181 27.0593419, -80.2626551 27.0607253, -80.2629898 27.0625598, -80.2623032 27.0911345)))

Project Type:

Development

U.S. Fish and Wildlife Service

Natural Resources of Concern

Endangered Species Act Species List (USFWS Endangered Species Program).

There are a total of 29 threatened, endangered, or candidate species, and/or designated critical habitat on your species list. Species on this list are the species that may be affected by your project and could include species that exist in another geographic area. For example, certain fishes may appear on the species list because a project could cause downstream effects on the species. Please contact the designated FWS office if you have questions.

Species that may be affected by your project:

Birds	Status	Species Profile	Contact
Audubon's Crested caracara (*Polyborus plancus audubonii*) Population: FL pop.	Threatened	species info	South Florida Ecological Services Field Office
Everglade Snail kite (*Rostrhamus sociabilis plumbeus*) Population: FL pop.	Endangered	species info	South Florida Ecological Services Field Office
Florida scrub-jay (*Aphelocoma coerulescens*)	Threatened	species info	South Florida Ecological Services Field Office
Ivory-Billed woodpecker (*Campephilus principalis*) Population: entire	Endangered	species info	South Florida Ecological Services Field Office
Kirtland's Warbler (*Dendroica kirtlandii*)	Endangered	species info	South Florida Ecological Services Field Office
Piping Plover (*Charadrius melodus*) Population: except Great Lakes watershed	Threatened	species info	South Florida Ecological Services Field Office
Red Knot (*Calidris canutus ssp. rufa*)	Candidate	species info	South Florida Ecological Services Field Office
Red-Cockaded woodpecker (*Picoides borealis*)	Endangered	species info	South Florida Ecological Services Field Office

U.S. Fish and Wildlife Service

Natural Resources of Concern

Whooping crane (*Grus americana*) Population: U.S.A. (CO, ID, FL, NM, UT, and the western half of Wyoming)	Experimental Population, Non-Essential	species info	South Florida Ecological Services Field Office
Wood stork (*Mycteria americana*) Population: AL, FL, GA, SC	Endangered	species info	South Florida Ecological Services Field Office
Fishes			
Smalltooth sawfish (*Pristis pectinata*)	Endangered	species info	South Florida Ecological Services Field Office
Flowering Plants			
Beach jacquemontia (*Jacquemontia reclinata*)	Endangered	species info	South Florida Ecological Services Field Office
Four-Petal pawpaw (*Asimina tetramera*)	Endangered	species info	South Florida Ecological Services Field Office
Johnson's seagrass (*Halophila johnsonii*)	Threatened	species info	South Florida Ecological Services Field Office
Lakela's mint (*Dicerandra immaculata*)	Endangered	species info	South Florida Ecological Services Field Office
Tiny polygala (*Polygala smallii*)	Endangered	species info	South Florida Ecological Services Field Office
Insects			
Florida Leafwing Butterfly (*Anaea troglodyta floridalis*)	Candidate	species info	South Florida Ecological Services Field Office
Miami Blue Butterfly (*Cyclargus thomasi bethunebakeri*)	Endangered	species info	South Florida Ecological Services Field Office

U.S. Fish and Wildlife Service

Natural Resources of Concern

Lichens			
Florida Perforate cladonia (*Cladonia perforata*)	Endangered	species info	South Florida Ecological Services Field Office
Mammals			
Florida panther (*Puma concolor coryi*)	Endangered	species info	South Florida Ecological Services Field Office
puma (*Puma concolor*) Population: FL	Similarity of Appearance (Threatened)	species info	South Florida Ecological Services Field Office
Southeastern Beach mouse (*Peromyscus polionotus niveiventris*)	Threatened	species info	South Florida Ecological Services Field Office
West Indian Manatee (*Trichechus manatus*)	Endangered	species info	South Florida Ecological Services Field Office
Reptiles			
American alligator (*Alligator mississippiensis*)	Similarity of Appearance (Threatened)	species info	South Florida Ecological Services Field Office
American crocodile (*Crocodylus acutus*) Population: FL pop.	Threatened	species info	South Florida Ecological Services Field Office
Eastern Indigo snake (*Drymarchon corais couperi*)	Threatened	species info	South Florida Ecological Services Field Office
Green sea turtle (*Chelonia mydas*) Population: FL, Mexico nesting pops.	Endangered	species info	South Florida Ecological Services Field Office
Hawksbill sea turtle (*Eretmochelys imbricata*)	Endangered	species info	South Florida Ecological Services Field Office

U.S. Fish and Wildlife Service

Natural Resources of Concern

Leatherback sea turtle (*Dermochelys coriacea*)	Endangered	species info	South Florida Ecological Services Field Office

FWS National Wildlife Refuges (USFWS National Wildlife Refuges Program).

There are no refuges found within the vicinity of your project.

FWS Migratory Birds (USFWS Migratory Bird Program).

Most species of birds, including eagles and other raptors, are protected under the Migratory Bird Treaty Act (16 U.S.C. 703). Bald eagles and golden eagles receive additional protection under the Bald and Golden Eagle Protection Act (16 U.S.C. 668). The Service's Birds of Conservation Concern (2008) report identifies species, subspecies, and populations of all migratory nongame birds that, without additional conservation actions, are likely to become listed under the Endangered Species Act as amended (16 U.S.C 1531 et seq.).

NWI Wetlands (USFWS National Wetlands Inventory).

The U.S. Fish and Wildlife Service is the principal Federal agency that provides information on the extent and status of wetlands in the U.S., via the National Wetlands Inventory Program (NWI). In addition to impacts to wetlands within your immediate project area, wetlands outside of your project area may need to be considered in any evaluation of project impacts, due to the hydrologic nature of wetlands (for example, project activities may affect local hydrology within, and outside of, your immediate project area). It may be helpful to refer to the USFWS National Wetland Inventory website. The designated FWS office can also assist you. Impacts to wetlands and other aquatic habitats from your project may be subject to regulation under Section 404 of the Clean Water Act, or other State/Federal Statutes. Project Proponents should discuss the relationship of these requirements to their project with the Regulatory Program of the appropriate U.S. Army Corps of Engineers District.

GSH 1/3

FLORIDA DEPARTMENT of STATE

RICK SCOTT
Governor

KEN DETZNER
Secretary of State

TO: Jennifer Acevedo
Crossroads Environmental
Phone: 772.223.5200
Fax: 772.223.5103

Total Number of Pages (Including Title): 3

December 3, 2012

REF: Christ Fellowship

Ms. Acevedo,

I have attached one letter and one roster for your review. If you have any questions or need any further assistance, please do not hesitate to contact me. Have a great day!

Kind Regards,

Gabrielle McDonnell
Archaeological Data Analyst
Florida Master Site File
Direct Line: 850.245.6424
Email: Gabrielle.McDonnell@DOS.myflorida.com

Florida Master Site File

GJM

This record search is for informational purposes only and does NOT constitute a project review. This search only identifies resources recorded at the Florida Master Site File and does NOT provide project approval from the Division of Historical Resources. Contact the Compliance and Review Section of the Division of Historical Resources at 850-245-6333 for project review information.

December 3, 2012

Florida Master Site File

Jenifer Acevedo
Crossroads Environmental
1251 SW 27th St., Suite 2
Palm City, FL 34990
Phone: 772.223.5200
Fax: 850.245.6439

In response to your inquiry of December 3, 2012, the Florida Master Site File lists no previously recorded archaeological sites, and three standing structures found in the following parcels of Martin County:

T39S R41E Sections 08 & 17

When interpreting the results of our search, please consider the following information:

- **This search area may contain *unrecorded* archaeological sites, historical structures or other resources even if previously surveyed for cultural resources.**
- **Because vandalism and looting are common at Florida sites, we ask that you limit the distribution of location information on archaeological sites.**
- **While many of our records document historically significant resources, the documentation of a resource at the Florida Master Site File does not necessarily mean the resource is historically significant.**
- **Federal, state and local laws require formal environmental review for most projects. This search DOES NOT constitute such a review. If your project falls under these laws, you should contact the Compliance and Review Section of the Division of Historical Resources at 850-245-6333.**

Please do not hesitate to contact us if you have any questions regarding the results of this search.

Sincerely,

Gabby McDonnell
Archaeological Data Analyst
Florida Master Site File
Gabrielle.McDonnell@DOS.myflorida.com

Florida Master Site File

Florida Master Site File

AR=0
SS=3
CM=0
RG=0
BR=0
Total=3

Created: 12/3/2012

Cultural Resource Roster

SiteID	Type	Site Name	Address	Additional Info	SHPO Eval	NR Status
MT00535	SS	3010 SW KANSAS AVENUE	3010 SW KANSAS AVE, ST LUCIE LOCK/CANAL VIC	c1946 Frame Vernacular		
MT00546	SS	1100 SW KANNER HIGHWAY	1100 SW KANNER HWY, STUART	c1925 Frame Vernacular		
MT00558	SS	5400 SW MAPP ROAD	5400 SW MAPP RD, PALM CITY	c1930 Frame Vernacular		

Lake Area Management Plan

Prepared For:

Christ Fellowship

Sections 8 and 17, Township 39S, Range 41E

&

Martin County Growth Management

Prepared By:

crossroads
ENVIRONMENTAL
WHERE ENVIRONMENTAL PROTECTION
AND ECONOMIC POTENTIAL MEET

1251 SW 27th St., Suite 2
Palm City, Florida 34990

©Crossroads Environmental Consultants, Inc.
May 2013

The following Lake Area Maintenance Plan (LAMP) is provided as an appendix to the PAMP for the Christ Fellowship project in Stuart, Martin County, Florida. It is provided to augment the littoral and the upland transition zone planting plan associated with the onsite lake improvements within the Christ Fellowship project.

Plant Material –

The upland transitional zone and littoral planting zone within and adjacent to the constructed lake will be planted with native material in accordance with the planting plan on the approved site plans and associated detail sheets. Modifications to proposed plant installation material can be completed only after receiving written permission from the Martin County Growth Management Department or their assigns. Plants will be installed in accordance with spacing and hydrological zone reference as depicted on the approved final site plan. Planting of the littoral and upland transitional zone will be done in accordance with the approved South Water Management District (SFWMD) project schedule. Temporary irrigation will be installed for 45 days after the initial planting, if necessary, in order to ensure survival of the plantings. Monitoring will be conducted by an Environmental Professional with experience in restoration ecology. An Environmental Professional familiar with littoral and upland transition zone plant installation shall oversee the installation activity.

Maintenance of Littoral and Upland Transition Zone Areas –

Littoral and upland transition zone planting areas as shown on the approved final site plan will be kept free of nuisance and exotic vegetation as listed by the Florida Exotic Pest Plant Council. Exotic removal will be conducted through manual removal or the application of appropriate herbicides. All manual eradication will be conducted through hand clearing and non-native material will be disposed of off-site. The criterion for eradication will be the 100% removal of viable exotic vegetation after maintenance activities. If initial activity is not successful in achieving this criterion, additional treatment will be required. Transportation of exotic vegetation out of the maintenance area will be conducted in a fashion to minimize the distribution of seeds. All herbicide application will be conducted under the supervision of a Florida Department of Agriculture (FDA) licensed applicator, licensed for the application of aquatic herbicides. All herbicides applied within the lake system must be properly labeled for such use in accordance with FDA regulations. All herbicide applied in the maintenance area must contain a visible tracer dye in the mix to facilitate observation of treated vegetation.

The vegetative success criteria for the littoral and upland transition zone areas include the requirement for 80 percent coverage of desirable vegetation by the end of the second year

(after installation), aerial coverage of exotic vegetation at zero percent, and aerial coverage of nuisance species limited to five percent. After five years, the littoral and upland transition zones will meet the vegetative success criteria of 80 percent coverage of desirable vegetation.

Littoral and Upland Transition Zone Alteration Provision –

It shall be prohibited to alter the approved slopes, contours, or cross-sections of the upland transition zone or littoral zone after initial planting has occurred without the permission of the Growth Management Director or his assigns and a modified SFWMD permit (as it pertains to littoral zones). Regular maintenance as outlined above is allowed within the upland transition zone and littoral zone. However, it is the responsibility of the owner, developer, property owners association, it successors or assigns to maintain the required survivorship and native plant coverage of the upland transitional zone and the littoral shelf.

Littoral and Upland Transition Zone Monitoring –

The littoral and upland transition zones will be monitored in conjunction with the approved SFWMD permit. SFWMD monitoring reports will be submitted to the County within 30 days of completion of monitoring activities.

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

Water Management Procedures –

To ensure the continued viability and health of the littoral and transitional area plantings the lake will be held at or near the prescribed control level elevation in accordance with the approved SFWMD permit. In order to avoid siltation and/or eutrophication, practices such as pumping and the discharge of turbid waste will be avoided. As per Florida's Storm Water Regulatory Program, Best Management Practices (BMPs) will be used both during and after construction to minimize erosion and sedimentation and to properly manage runoff for both storm water quality and quantity. Additionally, the littoral and transitional area plantings will act to stabilize the area, limiting siltation and the probability of eutrophication. Areas of the lake without littoral or transitional plantings with stabilized with sod or grass seed. The system will be operated and maintained in perpetuity in accordance with the approved SFWMD permit.

END OF DOCUMENT

Christ Fellowship

WETLAND MONITORING AND MAINTENANCE PLAN

Prepared for:

South Florida Water Management District

Prepared by:

crossroads
ENVIRONMENTAL
WHERE ENVIRONMENTAL PROTECTION
AND ECONOMIC POTENTIAL MEET

1251 SW 27th Street, Ste. 2
Palm City, FL 34990

©Crossroads Environmental Consultants, Inc.
November 2012

Introduction

The Christ Fellowship project includes wetland maintenance and monitoring. Exotic vegetation eradication within the existing ±15.89 acres of wetland systems is the major component of the project's proposed activity. The vegetative success criteria for the preservation area includes the goal for 80 percent coverage of desirable vegetation by the end of the second year, and areal coverage of exotic vegetation at zero percent and nuisance vegetation limited to 5 percent or less. After five years, the preservation area will meet the vegetative success criteria of 80 percent coverage of desirable vegetation and areal coverage of exotic vegetation at zero percent and nuisance vegetation limited to 5 percent or less. Maintenance will be perpetual.

Wetland Preservation

The wetland preservation activity proposed will incorporate on-site, jurisdictional areas which will be maintained in perpetuity. The jurisdictional areas encompass twelve (12) wetland systems for a total of 15.89 acres. Wetland systems are classified as follows:

Wetland 1 – 1.92 acres freshwater marsh (641)
Wetlands 2-3 – 3.33 acres combined freshwater marsh (641)
Wetland 4 – 0.35 wetland prairie (643)
Wetlands 5 and 6 – 1.65 acres combined cypress swamp (621)
Wetlands 7, 8, and 9 – 7.03 acres combined (3.89 acres wet prairie (643), 0.16 acres cypress swamp (621), 2.98 acres fresh water marsh (641))
Wetland 10 – 0.52 acres wet prairie (643)
Wetland 11 – 1.0 acres freshwater marsh (641)
Wetland 12 – 0.09 acres wet prairie (643)

The specific preservation activities include: eradication of nuisance and exotic vegetation. This activity is described in detail as follows.

Eradication of Nuisance and Exotic Vegetation -

All nuisance and exotic vegetation as listed by the Florida Exotic Pest Plant Council will be eradicated from the preservation area. The primary woody exotic vegetation that occurs within the on site preservation areas is Brazilian pepper. This species present in densities that vary from 5 percent coverage to less than 1 percent spot coverage.

- All woody exotics will be eradicated by cutting of the trunk and treatment of the stump with an appropriately labeled herbicide. Vegetative debris will be hand removed from the wetland and disposed of in accordance with SFWMD standards.
- The criterion for completion of the woody exotic eradication will be 100 percent kill. If initial eradication efforts do not achieve this criterion, follow up treatment will be conducted.

- Any debris removed will be handled in accordance with the disposal specifications.

The exotic/nuisance vegetation present in the preservation area also includes non-woody species that primarily include old world climbing fern.

- All eradication of non-woody exotic vegetation will be through application of appropriately labeled herbicide and subsequent hand removal of any persistent rhizome materials.
- The criterion for acceptance of eradication for all non-woody exotic vegetation will be 100 percent kill. If initial eradication efforts do not achieve this criterion, follow up treatment will be conducted.

Herbicides are required for the treatment of all stumps of woody vegetation to prevent re-growth, and for eradication of non-woody exotic and nuisance vegetation.

- All herbicide application activity will be conducted under the supervision of a Florida Department of Agriculture licensed applicator, licensed for application of aquatic herbicides.
- All herbicides applied within the wetland area must be properly labeled for application in wetlands.
- All herbicide applied must include a visible tracer dye in the mix to facilitate observation of treated vegetation.

Wetland Monitoring

The wetland monitoring plan includes photo stations and data collection stations established along transects through the preservation areas. A total of twelve (12) data collection stations will be established along with twelve (12) "panoramic" photo stations in order to document vegetative coverage and hydrologic conditions in the preservation area (See attached wetland monitoring map with transects and stations overlaid)

Vegetative coverage will be documented at each of the data collection stations in the Monitoring Plan. The vegetative coverage will be measured as absolute coverage within an area of approximately 2500 square feet at each monitoring station. The vegetation will be measured in percent coverage of the aquatic wetland vegetation. The total percent cover will not exceed 100 percent, and each species documented will be reported in both common and Latin names. The coverage will be measured by visual observation in each of four quadrants from the fixed monitoring point. Observations will extend approximately twenty five (25) feet from the observer in each direction thus covering approximately 2500 square feet at each station. The data from each quadrant observation will be combined to calculate the vegetative coverage. Station locations will be permanently marked with PVC pipe to ensure consistency in data collection. At least three (3) photos will be collected from compass points at each of the established photo stations to provide documentation of vegetative coverage.

In addition to vegetative coverage documentation, the water level and/or soil saturation at each data collection station will be reported, as well as any observed aquatic macrofauna, wildlife utilization, or indicators of wildlife (i.e. tracks, scat, etc.). Also, each report will include data on rainfall from the closest available rain gauge (within 2 miles of preservation areas).

The monitoring will be conducted on an annual basis with data collection at or near the end of the wet season. The data will be collected into one report that will be provided on an annual basis for five (5) years so that maintenance activity can be closely tracked. The reports provided will include a discussion and conclusion regarding progress towards the achievement of the success criteria as per the permit.

Maintenance

Each monitoring report will include recommendations for maintenance if necessary. The threshold for maintenance requirements will be any area that has five (5) percent or more total vegetative coverage by nuisance or exotic vegetation at any time during the monitoring period. Additionally, any areas that have not achieved the 80 percent coverage requirement at the end of two (2) years will be recommended for supplemental planting to meet this criterion. The vegetative success criteria for the preservation area include the requirement for 80 percent coverage of desirable vegetation by the end of the second year and fifth year, and areal coverage of exotic vegetation at zero percent and nuisance vegetation limited to five (5) percent or less. Maintenance will be provided in perpetuity in accordance with permit requirements.

At the request of District staff, the dates for field data collection will be provided in advance so that arrangements can be made to accompany the field biologist during the monitoring.

Restoration

The fifty foot upland buffers contain a mixture of native vegetation, exotic plant species, and non invasive grasses. All areas of the wetland buffer are not representative of a native upland community as a result of the presence of dense colonies of Brazilian pepper. All areas that do not exhibit at least 20% coverage of native vegetation post exotic removal will be revegetated in order to achieve 80% coverage of native vegetation in all areas of the wetland buffer within 18 months post exotic removal. The plant material will consist of similar species currently found within the wetland buffer. The actual plant material quantities will be a site-specific decision. However, the following plant list has been established for the site and is based on observations of the on-site buffer species composition.

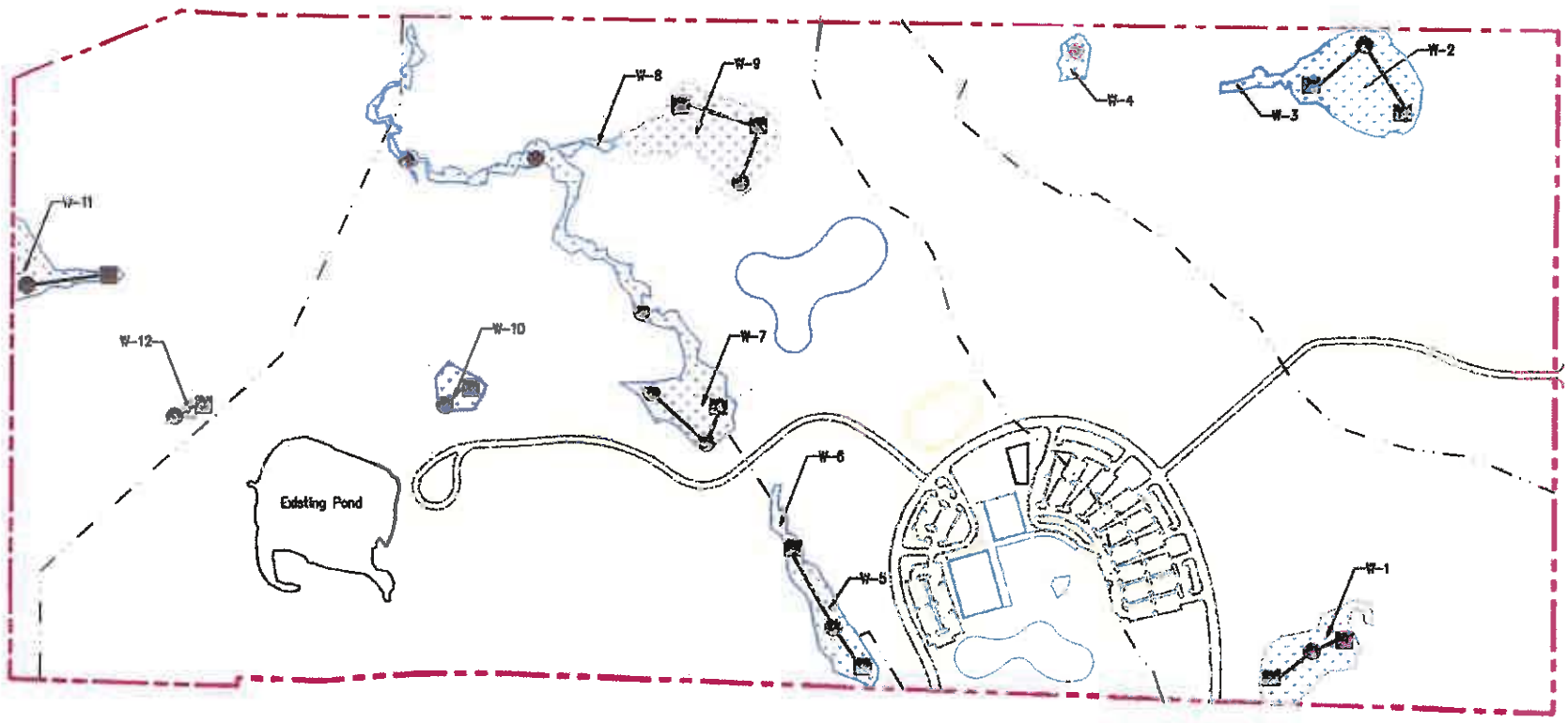
The quantities listed are for 0.10 acres of wetland buffer planting. The actual quantities may vary depending on the size and nature of the area to be planted.

Common Name	Scientific Name	Size	Quantity	Size
Slash Pine	*Pinus ellottii*	7g	16	10' O.C.
Dahoon Holly	*Ilex cassine*	7g	5	10' O.C.
Broom Grass	*Andropogen* spp.	1g	21	5' O.C
Coccoplum	*Chrysobalanus icaco*	7g	7	7' O.C.
Wiregrass	*Aristida stricta*	1g	120	2' O.C.
Saw Palmetto	*Serenoa repens*	7g	7	7' O.C
Wax Myrtle	*Myrica cerifera*	7g	7	7' O.C
Rusty Lyonia	*Lyonia spp.*	7g	17	5' O.C
Sand Cordgrass	*Spartina bakeri*	3g	15	5' O.C

Monitoring/Maintenance Work Schedule

The schedule for conducting the proposed monitoring and maintenance is based on the date of notice to proceed from the appropriate agencies. The following schedule is proposed, with specific dates based upon receipt of notice to proceed.

Activity	Months after Notice to Proceed
Field locate wetland preserve area limits	1 month
Agency inspection of proposed preservation area	2 months
Conduct Baseline Monitoring	3 months
Conduct exotic removal within preservation area	4 months
Complete Exotic Eradication	5 months
First Annual Monitoring Report	Baseline + 12 months
Second Annual Monitoring Report	Baseline + 24 months
Third Annual Monitoring Report	Baseline + 36 months
Fourth Annual Monitoring Report	Baseline + 48 months
Fifth Annual Monitoring Report	Baseline + 60 months



WETLAND	AC
1	1.92
2	3.06
3	0.27
4	0.35
5	1.63
6	0.07
7	3.89
8	0.18
9	2.98
10	0.52
11	1.00
12	0.09
	15.89

Legend

- Photo Station (13)
- Sampling Station (12)

GRAPHIC SCALE

600 0 600

(IN FEET)

1 inch = 600 ft.

ENVIRONMENTAL
1351 SW 27th Ct. Suite 2
Palm City, Florida 34990

PROJECT:
Proposed Christ Fellowship
Martin County, Florida

DRAWING:
Wetland Monitoring Map

DESIGNED BY:
D. Wollard

PROJECT NO.
1343.01

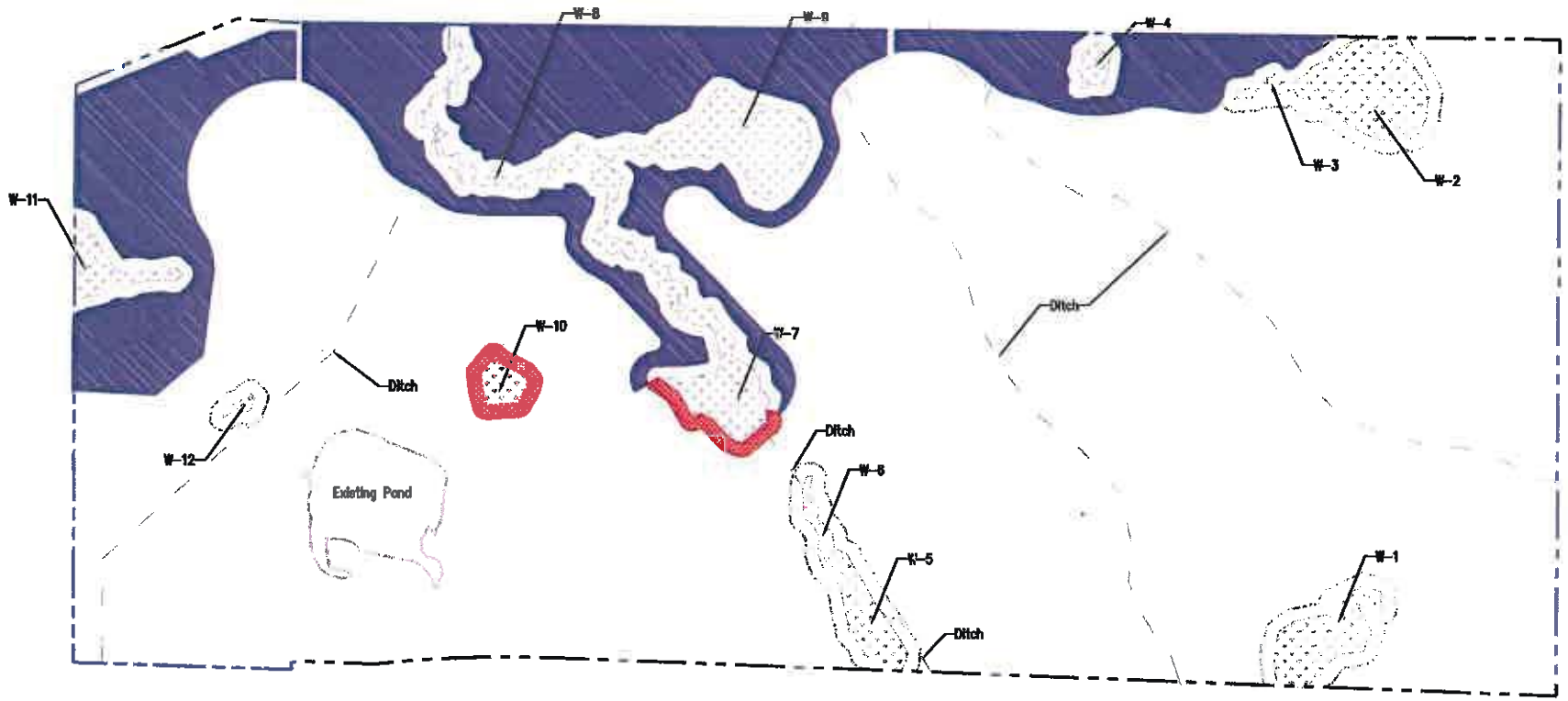
SCALE
600

DATED
12/04/12

REVISION:

SHEET:
1 of 1

PROPOSED UPLAND PRESERVE MAP



Legend

41.38 Acres of Upland Preserve.

1.62 Acres of Wetland Buffer Restoration.

	Square Feet	Acres
Wetland	692,168.4	15.89
Wetland Buffer	1,009,519	23.18
Wetland Buffer Restoration	70,769	1.62
Upland Preserve	1,802,836.40	41.38

GRAPHIC SCALE

600 0 600

(IN FEET)

1 inch = 600 ft.

crossroads
ENVIRONMENTAL
1251 SW 27th St. Suite 2
Palm City, Florida 34990

PROJECT: Christ Fellowship
Martin County, Florida

DRAWING: Upland Preserve Map

DESIGNED BY: A. Trovato

PROJECT NO. 1343.01

SCALE: 600

DATE: 07/30/13

REVISION:

SHEET: 4 of 4

PRESERVE AREA



PLEASE PROTECT

17479-51323

VOSS SIGNS, LLC. MANLIUS, NY 13104-0653 1-800-473-8698 www.vosssigns.com

MARTIN COUNTY, FLORIDA

PRESERVE AREA MANAGEMENT PLAN

ANNUAL MONITORING REPORT FOR (*Year*)

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

All Annual Monitoring Reports shall contain the following information:

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

Signature/Date : _____

Typed Name/Title : _____

Company Name (if applicable) : _____

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CONTRACT FOR CONSTRUCTION OF REQUIRED IMPROVEMENTS AND INFRASTRUCTURE FOR HIGHPOINTE PUD – PHASE 1

THIS CONTRACT, made and entered into this _____ day of _____, 20___, by and between Pulte Home Company, L.L.C., hereinafter referred to as Developer, and Martin County, a political subdivision of the State of Florida, hereinafter referred to as 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 Highpointe PUD Phase 1 Plat ; 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 28, 2023, Developer shall complete the required improvements and infrastructure for the above referenced project pursuant to the final site plan approved on September 28, 2021, and construction plans accepted by the County Engineer or her 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 $4,628,153.00. 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 (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 the 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:

Garrett Dinsmore
Name

1475 Centrepark Blvd, Suite 140
Address

West Palm Beach, FL 33401
City, State and Zip

(304)290-6022
Telephone

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be made and entered into the day and year first written above. The date of this Contract shall be the date on which this Contract was approved by the Board of County Commissioners.

Exhibit A – Engineer's Opinion of Probable Cost
Exhibit B –Security Form

[For an individual acting in his own right]

OWNER/DEVELOPER

WITNESSES:

_____

Name _____

_____

Name _____

_____

Name _____

_____

Name _____

OWNER(S):

_____

Name _____

_____

Name _____

Date: _____

Address: _____

_____

STATE OF _____
COUNTY OF _____

The foregoing Contract for Construction of Required Improvements and Infrastructure was acknowledged before me by means of ___ physical presence or ____ online notarization this _____ day of _____, 20___, by_____ who ____ is personally known to me or ____ produced _____ as identification.

NOTARY PUBLIC

[NOTARY STAMP]

_____
Name _____
My Commission Expires: _____

COUNTY

ATTEST

_____
Carolyn Timmann, Clerk of the
Circuit Court and Comptroller

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

_____
Doug Smith, Chairman

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

_____
Krista A. Storey
Senior Assistant County Attorney

[Corporation Execution Form]

OWNER/DEVELOPER

WITNESSES:

_____

Name _____

_____

Name _____

_____

CORPORATION:

_____

Name of Corporation

By:_____

Name _____

Title: _____

Attest:

_____

Secretary

Date: _____

Address: _____

_____

STATE OF _____

COUNTY OF _____

The foregoing Contract for Construction of Required Improvements and Infrastructure was acknowledged before me by means of ___ physical presence or ____ online notarization this _____ day of _____, 20___, by_____, _____ of _____ who ____ is personally known to me or ____ produced _____ as identification.

[NOTARY STAMP]

NOTARY PUBLIC

_____

Name: _____

My Commission Expires: _____

COUNTY

ATTEST

_____

Carolyn Timmann, Clerk of the
Circuit Court and Comptroller

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

_____

Doug Smith, Chairman

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

_____

Krista A. Storey
Senior Assistant County Attorney

PERFORMANCE SURETY BOND FOR
CONTRACT FOR CONSTRUCTION OF REQUIRED
IMPROVEMENTS AND INFRASTRUCTURE

Bond No. 800131206

KNOWN ALL MEN BY THESE PRESENTS:

That PULTE HOME COMPANY LLC, as Principal, and Atlantic Specialty Insurance Company, as Surety, are held and firmly bound unto Martin County Board of County Commissioners, Stuart, Florida, as Obligee, in the sum of (FOUR MILLION SIX HUNDRED TWENTY EIGHT THOUSAND ONE HUNDRED FIFTY THREE AND 00/100) $4,628,153.00, 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 Obligee pursuant to Section 4.913.B., Land Development Regulations, Martin County Code and the terms of the Contract for Construction of Required Improvements and Infrastructure for Highpointe PUD – Phase 1 between the Obligee and the Principal dated _____. As a condition precedent to the Obligee'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 Highpointe PUD – Phase 1, and to indemnify and save harmless the Obligee 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 as described in the Contract as evidenced by written approval of the Obligee, 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 Obligee (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 Highpointe PUD – Phase 1, the Surety will fully perform and complete the work, pay the costs of doing so, 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. If the Surety fails to perform its obligations under this bond, the Obligee 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 Highpointe PUD- Phase 1, upon the Principal's default, the Obligee, 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 14th day of April, 2022.

SURETY	**PRINCIPAL**
Atlantic Specialty Insurance Company	PULTE HOME COMPANY, LLC
By:_____	By:_____
Name: James I. Moore, FL License #A183300	Name: Gregory S. Rives
Title: Attorney-in-Fact	Title: Assistant Treasurer

Power of Attorney Must be Attached

Agenda Item Summary

File ID: 22-0524 DEPT-1 **Meeting Date:** 5/3/2022

PLACEMENT: Departmental

TITLE:

OFFICE OF MANAGEMENT AND BUDGET ITEMS WHICH REQUIRE BOARD APPROVAL

EXECUTIVE SUMMARY:

This is a placeholder on all Board meeting agendas to streamline the process for grant applications, awards, budget resolutions, budget transfers from reserves, and CIP amendments. Specific items requiring approval, if any, will be provided by Supplemental Memorandum.

DEPARTMENT: Administration

PREPARED BY: **Name:** Office of Management and Budget
Title:

REQUESTED BY: Various

PRESET:

PROCEDURES: None

BACKGROUND/RELATED STRATEGIC GOAL:

This item serves as a placeholder for grant related items which require Board approval.

ISSUES:

None

LEGAL SUFFICIENCY REVIEW:

Items requiring approval provided via Supplemental Memorandum.

RECOMMENDED ACTION:

RECOMMENDATION

Provided via Supplemental Memorandum.

ALTERNATIVE RECOMMENDATIONS

Provided via Supplemental Memorandum.

FISCAL IMPACT:

RECOMMENDATION

Provided via Supplemental Memorandum.

Funding Source	County Funds	Non-County Funds
Subtotal		
Project Total		

ALTERNATIVE RECOMMENDATIONS

None

DOCUMENT(S) REQUIRING ACTION:

☐ Budget Transfer / Amendment ☐ Chair Letter ☐ Contract / Agreement

☐ Grant / Application ☐ Notice ☐ Ordinance ☐ Resolution

☐ Other:

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BCC MEETING DATE: May 3, 2022
AGENDA ITEM: DEPT-1

MARTIN COUNTY, FLORIDA
SUPPLEMENTAL MEMORANDUM

TO: Honorable Members of the Board of County Commissioners **DATE:** April 26,2022

VIA: Taryn Kryzda
County Administrator

FROM: Jennifer Manning
Director of the Office of Management & Budget

REF: 22-0524
SUBJECT: OFFICE OF MANAGEMENT AND BUDGET ITEMS WHICH REQUIRE BOARD APPROVAL

PERMISSION TO APPLY

1. PERMISSION TO APPLY FOR THE 2022 FEDERAL HIGHWAY ADMINISTRATION'S NATIONAL SCENIC BYWAYS PROGRAM

- **Requestor –** Public Works Department's Field Operations Division
- **Granting Agency –** U.S. Department of Transportation (DOT), Federal Highway Administration (FHWA)
- **Project Description –** Martin County's 'Martin Grade Scenic Highway' provides a twelve-mile connection between east coast beaches and western agricultural lands. Known to locals as 'The Grade', this canopy road's old growth of Live oaks, Sabal palms, Slash pine, Sugar hackberry, and Strangler figs is estimated to have specimens from as early as the 1900's. In 2021, Martin County staff identified over 167 acres of right-of-way with high infestations of Category 1 & 2 exotics, mainly Brazilian Pepper and Pothos Vine, as defined by the Florida Invasive Species Council. These exotics are altering the ecology of the area, reducing habitat for threatened and endangered species, and contributing to erosion and decreased water quality. The presence of these exotics has reduced the resilience of the native vegetation creating conditions of overcrowding limiting both space and resources. Additionally, much of the historic canopy is reaching its' lifespan limit. This project would involve the removal category 1 & 2 invasive species, the replacement of dead and dying canopy trees using a diverse native community, and educational signage and marketing.
- **Requested Grant Award –** $400,000
- **Budgetary Impact –** Grant Match of $100,000
- **Annual Operating Costs –** Staff time to administer grant.

ALTERNATIVE ACTION:

- **Programmatic Implication if not approved –** The County will not utilize available Federal funding sources for invasive vegetation control or canopy tree replacement on the Martin Grade Scenic Highway.
- **Financial Fiscal Impact if not approved –** The County will continue to use operating funds for general maintenance of the canopy trees. Invasive vegetation control will be limited and dead and dying canopy trees will be removed but not replaced.

DOCUMENTS REQUIRING ACTION:

- None

RECOMMENDATION:

- Move that the Board authorize the Public Works Department's Field Operations Division to apply for the FHWA National Scenic Byways Program.

OTHER OMB ITEM

2. BUDGET RESOLUTION TO ALLOCATE FUNDING FOR MINING ORDINANCE CONSULTING SERVICES

On August 24th, 2021, the Board of County Commissioners made the following motion:

"MOTION: A motion was made by Vice Chairman Smith, seconded by Commissioner Ciampi, to direct staff to prepare a CCNA request for qualifications for mining purposes; who will be able to advise and give more direction and understanding from our [County's] perspective; allowing staff to return with a clearly defined recommendation; to quickly prepare a RFP, respond to, hire and bring back before the Board as soon as time will allow; and the applicant will cover the cost of the consultants up to $10,000 for this phase with the understanding that future mining operations will be covered by the applicant."

The County has received a proposal to provide these services in the amount of $23,400. The applicant has pledged a contribution of $10,000 and the Public Works Department is requesting authorization of the balance ($13,400) to come from Development Review Fees. The Office of Management and Budget requests adoption of a Budget Resolution to allocate the unanticipated contribution.

DOCUMENTS REQUIRING ACTION:

- Budget Resolution

RECOMMENDATION:

- Move that the Board adopt the Budget Resolution recognizing the $10,000 contributing from the applicant for the mining ordinance consulting services.

REVIEWED BY COUNTY ATTORNEY'S OFFICE

3. CIP SHEET AMENDMENTS FOR DEVELOPER-FUNDED TURN LANES

The Public Works Department is requesting FY22 CIP Sheet Amendments for the following projects to recognize the developer-funded contributions and establish budgets:

A. SW High Meadow Ave Left-Turn Lane at SW Martin Highway

Last year, the County Engineer accepted the applicant's probable cost to construct the second northbound left tum lane on CR-713 (SW High Meadow Avenue) at CR-714 (SW Martin Highway) associated with Palm Pike Crossings Major Final Site Plan approval. The probable cost was deemed to be $167,400. The applicant pre-paid the $167,400 as its transportation impact fee in June 2021. Staff has since

accepted a bid from one of the County's continuing service contractors in the amount of $258,452. This amendment to the Capital Improvement Plan Sheet will reflect the actual construction costs, which will be funded from the applicant's impact fees for the balance of Palm Pike Crossings.

B. SE Salerno Road at S Kanner Highway

The Board of County Commissioners acquired additional right-of-way for SE Salerno Road. This additional right-of-way width allows for the expansion of the road to include bicycle lanes, additional travel lanes, a 6-foot sidewalk, and stormwater retention. The additional travel lanes result in increased capacity for the eastbound traffic. Impact fees from the proposed development along the southerly right-of-way of SE Salerno Road will contribute to the construction of the additional travel lanes, bicycle lanes, and sidewalk.

DOCUMENTS REQUIRING ACTION:

- Amended FY22 CIP Sheets for the SW High Meadow Ave Left-Turn Lane at SW Martin Hwy and SE Salerno Road at SW Kanner Highway
- Budget Resolution

RECOMMENDATION:

- Move that the Board adopt the amended FY22 CIP Sheets for the SW High Meadow Avenue Left-Turn Lane at SW Martin Highway and SE Salerno Road at SW Kanner Highway; and
- Move that the Board adopt the Budget Resolution.

REVIEWED BY COUNTY ATTORNEY'S OFFICE

4. BUDGET RESOLUTION TO INCREASE THE GENERAL FUND REVENUES AND APPROPRIATION

The County is receiving a one-time donation from the Hedwig R. Varall Estate designated for the Hobe Sound Library. The funding will be specifically used for the Hobe Sound Library; and funds will be used to update the furniture in the Hobe Sound Library Teen area.

DOCUMENTS REQUIRING ACTION:

- Budget Resolution

RECOMMENDATION:

- Move that the Board adopt the Budget Resolution.

REVIEWED BY COUNTY ATTORNEY'S OFFICE

5. BUDGET TRANSFER FROM DISASTER RECOVERY RESERVES FOR POTENTIAL DISASTER-RELATED EXPENSES

Disaster Funds are placed in reserves annually. The Office of Management and Budget is requesting a Budget Transfer from Disaster Recovery Reserves to allocate the funds to an operating expense line for various potential disaster-related expenses. Authorization of a Budget Transfer would make funds immediately available in the event of a declared emergency or disaster event.

DOCUMENTS REQUIRING ACTION:

- Budget Transfer from Disaster Recovery Reserves

RECOMMENDATION:

- Move that the Board authorize a Budget Transfer from Disaster Recovery Reserves.

6. BUDGET RESOLUTION TO ACCEPT FY21/22 STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) FUNDING AND MISCELLANEOUS REVENUES

Florida Housing administers the SHIP program, which provides funds to local governments as an incentive to create partnerships that produce and preserve affordable homeownership and multifamily housing. The program was designed to serve very low, to moderate income families. The County was awarded $1,084,184 in SHIP funds for funding housing rehabilitation assistance, demolition/replacement of home assistance, emergency assistance, down payment assistance, sewer, and water hookup assistance for very low to moderate income families. Additionally, miscellaneous revenues in the amount of $63,871 have been received. A Budget Resolution is required to accept the funds into the budget.

DOCUMENTS REQUIRING ACTION:

- Budget Resolution

RECOMMENDATION:

- Move that the Board approve the Budget Resolution.

REVIEWED BY COUNTY ATTORNEY'S OFFICE

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Office of Management and Budget - Supplemental Memo Attachments

Item #1 – PERMISSION TO APPLY FOR THE 2022 FEDERAL HIGHWAY ADMINISTRATION'S NATIONAL SCENIC BYWAYS PROGRAM

DOCUMENTS REQUIRING ACTION:

- None

Office of Management and Budget - Supplemental Memo Attachments

Item #2 – BUDGET RESOLUTION TO ALLOCATE FUNDING FOR MINING ORDINANCE CONSULTING SERVICES

DOCUMENTS REQUIRING ACTION:

- Budget Resolution

BEFORE THE BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

RESOLUTION NUMBER

RESOLUTION INCREASING THE UNINCORPORATED MSTU FUND REVENUES AND APPROPRIATIONS

WHEREAS, the County is receiving a contribution from an applicant for the purposes of engaging in a mining ordinance consulting service as directed by the BOCC on 8/24/2021; and

WHEREAS, Unanticipated funds must be appropriated in accordance with Section 129.06(2)(d), Fla. Stat., and

NOW, THEREFORE, BE IT RESOLVED, BY THE BOARD OF COUNTY COMMISSIONERS OF MARTIN COUNTY, FLORIDA, THAT THESE RECEIPTS AND APPROPRIATIONS BE ADDED TO THE BUDGET AS FOLLOWS:

FUND

ACCOUNT NUMBER					AMOUNT	LINE ITEM DESCRIPTION
Fund	Organization	Account	Program	Activity		
REVENUES:						
1110	7001	36600	000		$10,000.00	Contibutions/Private Sources
TOTAL:					**$10,000.00**	
APPROPRIATIONS:						
1110	7001	03100	515		$10,000.00	Professional Services
TOTAL:					**$10,000.00**	

DULY PASSED AND ADOPTED THIS 3RD DAY OF MAY, 2022

ATTEST:

Carolyn Timmann, Clerk of the Circuit Court and Comptroller

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

Doug Smith, Chairman

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Sarah W. Woods, County Attorney

5/3/2022 — Agenda Date
DEPT-1 — Item Number

Batch Number
Input Date

Office of Management and Budget - Supplemental Memo Attachments

Item #3 – CIP SHEET AMENDMENTS FOR DEVELOPER-FUNDED TURN LANES

DOCUMENTS REQUIRING ACTION:

- Amended FY22 CIP Sheets for the SW High Meadow Ave Left-Turn Lane at SW Martin Hwy and SE Salerno Road at SW Kanner Highway
- Budget Resolution

SE Salerno Road at SR-76 (S Kanner Highway) AMENDED 5/3/22



Category Concurrency
Project Number 101613
Location Stuart
District Two & Four

Project Limits SE Salerno Road from S Kanner Highway to SE Lake Circle Drive

Related Projects 1016
Lead Dept/Division Public Works / Traffic
Year Project Initiated 2022

Project Life Cycle 15 Years

Resilience Requirements ☐ 2040 Vulnerabilty ☐ 2070 Vulnerability ☐ 2100 Vulnerability



DESCRIPTION

Design and construction of second eastbound through lane and the extension of the existing westbound right turn lane on SE Salerno Road east of the intersection with S Kanner Highway. Roadway widening for on-street bike lanes from S Kanner Highway to SE Lake Circle Drive. Construction of a 6' wide concrete sidewalk along the southerly right-of-way of SE Salerno Road from S Kanner Highway east 735 feet. Construction of a dry retention area and associated drainage inlets and pipes to improve the water quality and stormwater attenuation at the intersection.

BACKGROUND

Recently, the Board of County Commissioners acquired additional right-of-way for SE Salerno Road. This additional right-of-way width allows for the expansion of the road to include bicycle lanes, additional travel lanes, a 6-foot sidewalk, and stormwater retention. The result of the additional travel lanes is increased capacity for the eastbound traffic at the intersection. Impact fees from the proposed development along the southerly right-of-way of SE Salerno Road contributed to the construction of the additional travel lanes.

PROJECT ORIGINATION

Infrastructure Needs

JUSTIFICATION

				Funded					Unfunded
Expenditures	**Total**	**To Date**		**FY22**	**FY23**	**FY24**	**FY25**	**FY26**	**FY27-FY31**
Design	20,000			20,000					
Construction	792,100				792,100				
Expenditure Total	**812,100**			**20,000**					**0**

Revenues	**Total**	**To Date**	**Carryover**	**FY22**	**FY23**	**FY24**	**FY25**	**FY26**	**FY27-FY31**
Gas Tax	186,600				186,600				
Developer Funds	324,820			324,820					
Impact Fees	300,680		24,449	276,231					
Revenue Total	**812,100**			**601,051**	**186,600**				

Total Unfunded **0**

OPERATING BUDGET IMPACT

Maintenance costs during the first five years after drainage replacement, resurfacing and restriping will be minimal;
Added pavement will be put in the roadway system with a 15-30 year cycle at $125,000/mile

BEFORE THE BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

RESOLUTION NUMBER

RESOLUTION INCREASING THE URBAN ROAD IMPACT FEE FUND REVENUES AND APPROPRIATIONS

WHEREAS, the County is receiving developer contributions for the SW High Meadow Ave Left-Turn Lane at SW Martin Hwy and SE Salerno Road at S Kanner Hwy projects; and

WHEREAS, Unanticipated funds must be appropriated in accordance with Section 129.06(2)(d), Fla. Stat., and

NOW, THEREFORE, BE IT RESOLVED, BY THE BOARD OF COUNTY COMMISSIONERS OF MARTIN COUNTY, FLORIDA, THAT THESE RECEIPTS AND APPROPRIATIONS BE ADDED TO THE BUDGET AS FOLLOWS:

FUND

ACCOUNT NUMBER					AMOUNT	LINE ITEM DESCRIPTION
Fund	Organization	Account	Program	Activity		
REVENUES:						
1458	1323	32432	000	101607	$91,052.00	Impact Fees/Commercial-Transportation
1458	1323	36600	000	101613	$540,327.00	Contributions/Private Sources
1458	1323	32432	000	101613	$60,724.00	Impact Fees/Commercial-Transportation
TOTAL:					**$692,103.00**	
APPROPRIATIONS:						
1458	1323	06300	541	101607	$91,052.00	Improvements other than Buildings
1458	1323	06300	541	101613	$601,051.00	Improvements other than Buildings
TOTAL:					**$692,103.00**	

DULY PASSED AND ADOPTED THIS 3RD DAY OF MAY, 2022

ATTEST:

Carolyn Timmann, Clerk of the Circuit Court and Comptroller

5/3/2022 DEPT-1
Agenda Date Item Number

Batch Number Input Date

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

Doug Smith, Chairman

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Sarah W. Woods, County Attorney

Office of Management and Budget - Supplemental Memo Attachments

Item #4 – BUDGET RESOLUTION TO INCREASE THE GENERAL FUND REVENUES AND APPROPRIATION

DOCUMENTS REQUIRING ACTION:

- Budget Resolution

BEFORE THE BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

RESOLUTION NUMBER

RESOLUTION INCREASING THE GENERAL FUND REVENUES AND APPROPRIATIONS

WHEREAS, The County is receiving a one-time donation and it is specifically to be used for the Hobe Sound Library; and

WHEREAS, Funds will be used to update the furniture in the Hobe Sound Library Teen area.

WHEREAS, Unanticipated funds must be appropriated in accordance with Section 129.06(2)(d), F.S.;

NOW, THEREFORE, BE IT RESOLVED, BY THE BOARD OF COUNTY COMMISSIONERS OF MARTIN COUNTY, FLORIDA, THAT THESE RECEIPTS AND APPROPRIATIONS BE ADDED TO THE BUDGET AS FOLLOWS:

ACCOUNT NUMBER					AMOUNT		LINE ITEM DESCRIPTION
Fund	Organization	Account	Program	Activity			
REVENUES:							
0001	1105	36600	000		$	5,000.00	Contributions/ Private Sources
TOTAL:					**$**	**5,000.00**	
APPROPRIATIONS:							
0001	1105	05179	571		$	5,000.00	Other equipment
TOTAL:					**$**	**5,000.00**	

DULY PASSED AND ADOPTED THIS 3rd DAY OF MAY, 2022

ATTEST:

Carolyn Timmann
Clerk of the Circuit Court and Comptroller

Agenda Date Item Number

Batch Number Input Date

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

Doug Smith
Chairman

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Sarah W. Woods
County Attorney

Office of Management and Budget - Supplemental Memo Attachments

Item #5 – BUDGET TRANSFER FROM DISASTER RECOVERY RESERVES FOR POTENTIAL DISASTER-RELATED EXPENSES

DOCUMENTS REQUIRING ACTION:

- Budget Transfer from Disaster Recovery Reserves

Office of Management and Budget - Supplemental Memo Attachments

Item #6 – BUDGET RESOLUTION TO ACCEPT FY21/22 SHIP FUNDING AND MISCELLANEOUS REVENUES

DOCUMENTS REQUIRING ACTION:

- Budget Resolution

BEFORE THE BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

RESOLUTION NUMBER

RESOLUTION INCREASING THE SHIP FISCAL 21/22 GRANT FUND REVENUES AND APPROPRIATIONS

WHEREAS, Florida Housing administers the State Housing Initiatives Partnership program (SHIP), which provides funds to local governments as an incentive to create partnerships; and

WHEREAS, No County match is required; and

WHEREAS, Appropriations of unanticipated funds must be appropriated in accordance with Section 129.06(2)(d), Fla. Stat., and

NOW, THEREFORE, BE IT RESOLVED, BY THE BOARD OF COUNTY COMMISSIONERS OF MARTIN COUNTY, FLORIDA, THAT THESE RECEIPTS AND APPROPRIATIONS BE ADDED TO THE BUDGET AS FOLLOWS:

FUND

ACCOUNT NUMBER					AMOUNT	LINE ITEM DESCRIPTION
Fund	Organization	Account	Program	Activity		
REVENUES:						
13301	0214	33450	000		$1,084,184.00	State Grants/ Economic Environment
13301	0214	36900	000		$63,871.00	Other Miscellaneous Revenues
TOTAL:					**$1,148,055.00**	
APPROPRIATIONS:						
13301	0214	08202	554		$1,148,055.00	SHIP - Rehabilitation
TOTAL:					**$1,148,055.00**	

DULY PASSED AND ADOPTED THIS 3RD DAY OF MAY, 2022

ATTEST:

Carolyn Timmann, Clerk of the Circuit Court and Comptroller

3-May-22 — Agenda Date
DEPT-1 — Item Number

Batch Number
Input Date

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

Doug Smith, Chairman

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Sarah W. Woods, County Attorney

Board of County Commissioners

2401 SE Monterey Road
Stuart, Florida 34996

Agenda Item Summary

No Items

File ID: 22-0521 DEPT-2 **Meeting Date:** 5/3/2022

PLACEMENT: Departmental

TITLE:

CONTRACTS THAT MEET THE THRESHOLD FOR BOARD APPROVAL $1 MILLION OR GREATER

EXECUTIVE SUMMARY:

This item is a placeholder on all Board meeting agendas to streamline the process for items that meet the Board approval threshold. Specific items requiring approval, if any, will be provided by Supplemental Memorandum. If there are no items, a Supplemental Memorandum will not be attached.

DEPARTMENT: Administration

PREPARED BY: **Name:** Krysti Brotherton
Title: Purchasing Manager

REQUESTED BY: Various

PRESET:

PROCEDURES: None

BACKGROUND/RELATED STRATEGIC GOAL:

This item serves as a placeholder for those items that meet the threshold for Board approval for contracts $1 million or greater and contract change orders or amendments that meet the $1 million threshold and cumulatively increase the original contact value by 10% or more.

ISSUES:

None

LEGAL SUFFICIENCY REVIEW:

Items requiring approval provided via Supplemental Memorandum.

RECOMMENDED ACTION:

RECOMMENDATION

Provided via Supplemental Memorandum.

ALTERNATIVE RECOMMENDATIONS

Provided via Supplemental Memorandum.

FISCAL IMPACT:

RECOMMENDATION

Provided via Supplemental Memorandum. No items will be brought forward unless there is funding available within the CIP, department budget, or reserves.

Funding Source	County Funds	Non-County Funds
Subtotal		
Project Total		

ALTERNATIVE RECOMMENDATIONS

None

DOCUMENT(S) REQUIRING ACTION:

☐ Budget Transfer / Amendment ☐ Chair Letter ☐ Contract / Agreement

☐ Grant / Application ☐ Notice ☐ Ordinance ☐ Resolution

☐ Other:

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Agenda Item Summary

File ID: 22-0453 DEPT-3 **Meeting Date:** 5/3/2022

PLACEMENT: Departmental

Request to Withdraw

TITLE:

APPROVAL OF AWARD AND DEVELOPMENT AGREEMENT BETWEEN MARTIN COUNTY AND EAST TO WEST DEVELOPMENT CORPORATION FOR EIGHT VACANT LOTS IN THE PORT SALERNO COMMUNITY REDEVELOPMENT AREA (CRA)

EXECUTIVE SUMMARY:

Through the RFP process, East to West Development Corporation (Developer) was recommended for award of eight vacant lots in the Port Salerno CRA (Property), upon which Developer will construct four single-family homes. The homes will be marketed and sold as affordable housing to income-eligible buyers. The Developer has executed a Purchase, Sale and Development Agreement (Agreement), which is presented to the Board for consideration.

DEPARTMENT: Administration

PREPARED BY: **Name:** Susan Kores
Title: Manager, Office of Community Development

REQUESTED BY:

PRESET:

PROCEDURES: None

BACKGROUND/RELATED STRATEGIC GOAL:

On January 12, 2021, the Board of County Commissioners removed certain properties, (including the Property and 10 lots on Hawthorne Street in the Golden Gate CRA), from the Affordable Housing Inventory List. Consistent with that decision and prior Board direction, a Request for Proposal (RFP) was prepared and distributed, which sought proposals from organizations for the development of the Property as affordable housing, with the intent of transferring the Property to the organization(s) for such development.

Two proposals were received: one from Port Salerno Affordable, LLC and one from Developer. A selection committee made up of county staff, community members, Neighborhood Advisory Committee members and Affordable Housing Advisory Committee members convened to evaluate the proposals based on a specific set of criteria. Developer was recommended for the award.

The requirements of the RFP will be implemented through the proposed Purchase, Sale and Development Agreement for Port Salerno Affordable Housing (Agreement). Pursuant to the Agreement, Developer will have until 90 days after the effective date of the Agreement to conduct its

due diligence on the Property, and the closing on the Property will occur 120 days after the effective date of the Agreement. At closing, the County will convey title to the Property to Developer, after which Developer will have 18 months to construct the four single-family homes. The Developer shall bear all costs related to the design, permitting and construction of the Property, along with all closing costs associated with the transaction. Additionally, the Developer will work with agencies in Martin County to recruit Martin County residents and assist them in the homebuying process.

The deed conveying the Property to the Developer, along with each deed conveying a home to an income-eligible buyer, will include certain deed restrictions, including (i) the Property shall remain as affordable housing for a period of 20 years, (ii) prior written consent shall be required from the County in the event the Developer or any subsequent owner sells, leases or otherwise transfers the Property or any portion thereof and (iii) a right of reverter, whereby the Developer shall transfer the Property back to the County if the deed restrictions are violated or if construction of the homes is not completed within the timelines set forth in the Agreement.

As stated above, the Property is being provided for the purpose of creating safe, decent and affordable housing for households that could not otherwise afford it. Affordable housing is defined as housing for which monthly rents or mortgage payments, including taxes, insurance and utilities do not exceed 30 percent of that amount which represents the percentage of the median adjusted gross annual income for the household categories, as defined below. The income ranges for the household categories are based on the percentage of median household income for Martin County and are adjusted for household size. The five household categories used to define affordable housing are as follows:

- Extremely low-income households: annual gross income does not exceed 30 percent;
- Very low-income households: annual gross income does not exceed 50 percent;
- Low income households: annual gross income does not exceed 80 percent;
- Moderate income households: annual gross income does not exceed 120 percent;
- Workforce housing: annual gross income does not exceed 140 percent.

Attached are the conceptual drawings of the four proposed homes to be constructed on the Property, with square footage and floorplans included. The Developer has executed the Agreement, which is attached for the Board's consideration.

Representatives from Developer will be available to make a brief presentation and to answer any questions the Board might have.

ISSUES:

None

LEGAL SUFFICIENCY REVIEW:

This item has been reviewed for legal sufficiency to determine whether it is consistent with applicable law, has identified and addressed legal risks, and has developed strategies for legal defensibility.

RECOMMENDED ACTION:

RECOMMENDATION

Move that the Board approve the award of the eight Port Salerno lots to Developer for the construction of four single-family homes as provided herein; approve the Purchase, Sale and Development Agreement between Developer and the County; and authorize the Chairman to execute any and all documents necessary to complete the transaction.

ALTERNATIVE RECOMMENDATIONS

Provide alternative direction to staff.

FISCAL IMPACT:

RECOMMENDATION

None

ALTERNATIVE RECOMMENDATIONS

None

DOCUMENT(S) REQUIRING ACTION:

☐ Budget Transfer / Amendment ☐ Chair Letter ☒ Contract / Agreement

☐ Grant / Application ☐ Notice ☐ Ordinance ☐ Resolution

☐ Other:

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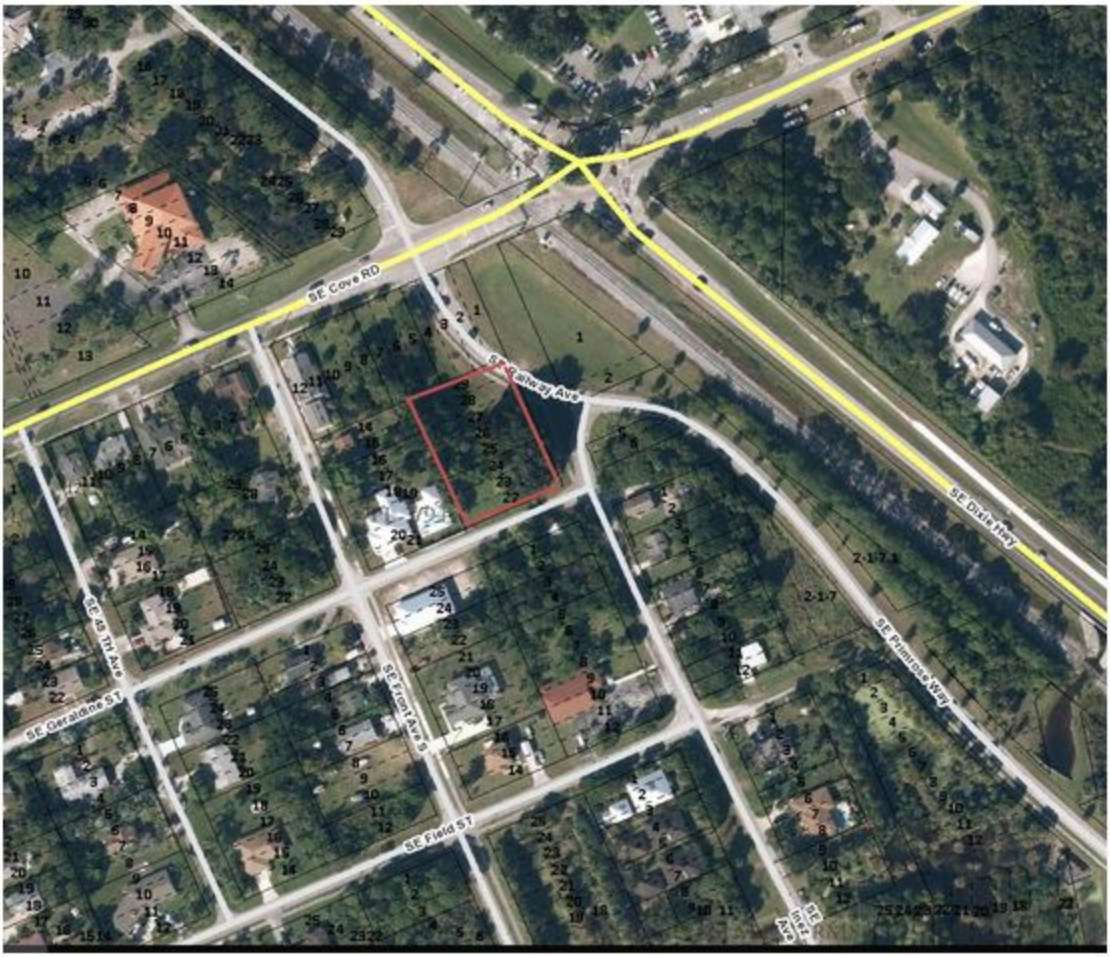

SE Cove RD
SE Railway Ave
SE Dixie Hwy
SE Primrose Way
SE 4th Terr Ave
SE Geraldine ST
SE Front Ave S
SE Field ST
SE Front Ave

SECTION 5: CONCEPTUAL SITE PLAN





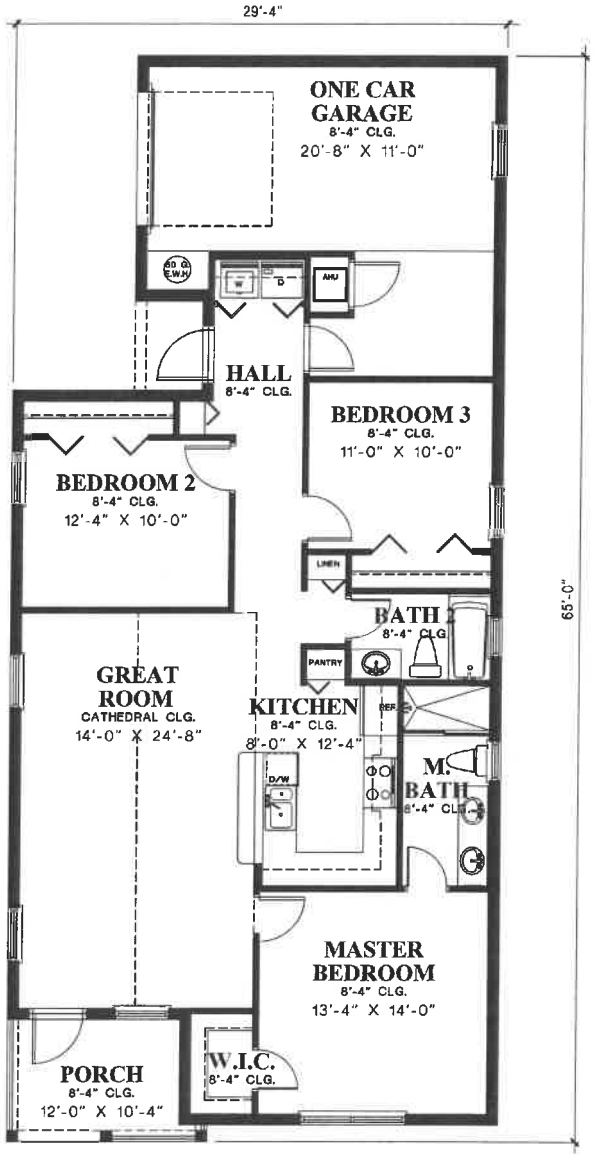
THE LUTHER

The Luther III

Three Bedrooms, Two Baths, One Car Garage

AREA CALCULATIONS:

A/C LIVING AREA:	1,297 SQ. FT.
GARAGE:	347 SQ. FT.
PORCH:	76 SQ. FT.
TOTAL:	1,720 SQ. FT.





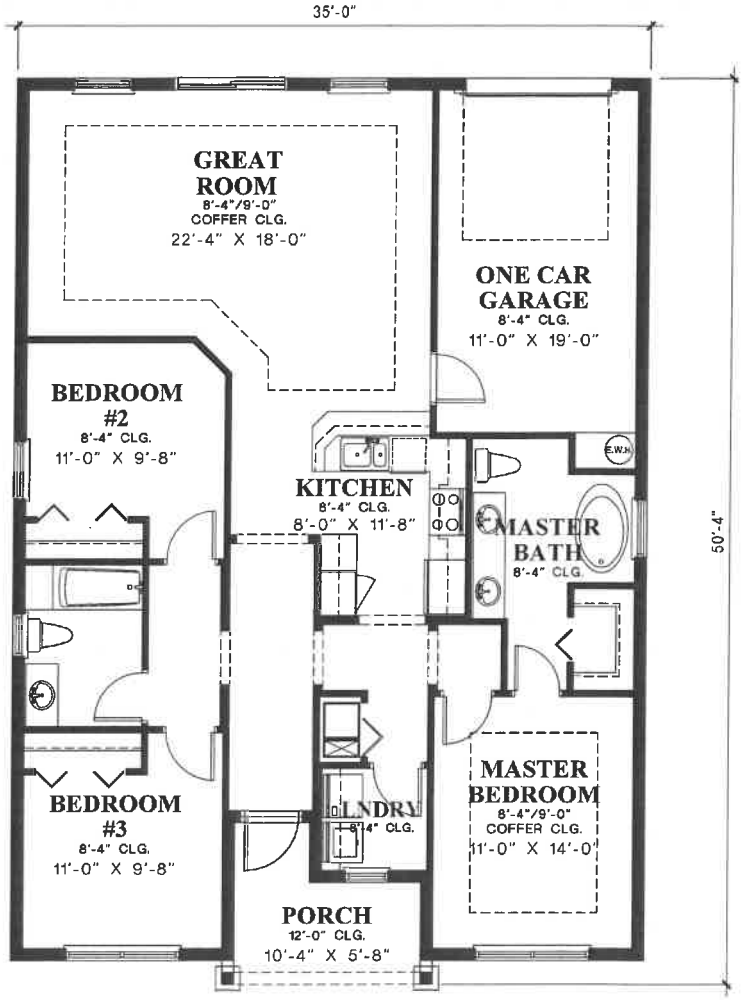
ALL IDEAS DESIGNS ARRANGEMENTS AND PLANS INDICATED OR REPRESENTED BY THIS DRAWING ARE OWNED BY AND THE PROPERTY OF THIS OFFICE AND WERE CREATED , EVOLVED AND DEVELOPED FOR USE ON, AND IN CONNECTION WITH, THE SPECIFIED PROJECT. NONE OF SUCH IDEAS, DESIGN, ARRANGEMENTS OR PLANS SHALL BE USED BY OR DISCLOSED TO ANY PERSON, FIRM OR CORPORATION FOR ANY PURPOSE WHATSOEVER WITHOUT THE WRITTEN PERMISSION OF MAURICE MENASCHE, ARCHITECT.

Stuart & Shelby Development, Inc.
217 N.E. 4th Street, Delray Beach, FL 33444 • Phone: (561) 637-7902 • Fax: (561) 637-7904 • www.stuartandshelby.com


THE SANDPIPER

The Sandpiper II

Three Bedrooms, Two Baths, One Car Garage



AREA CALCULATIONS:

A/C LIVING AREA:	1,408 SQ. FT.
GARAGE:	237 SQ. FT.
PORCH:	74 SQ. FT.
TOTAL:	1,719 SQ. FT.



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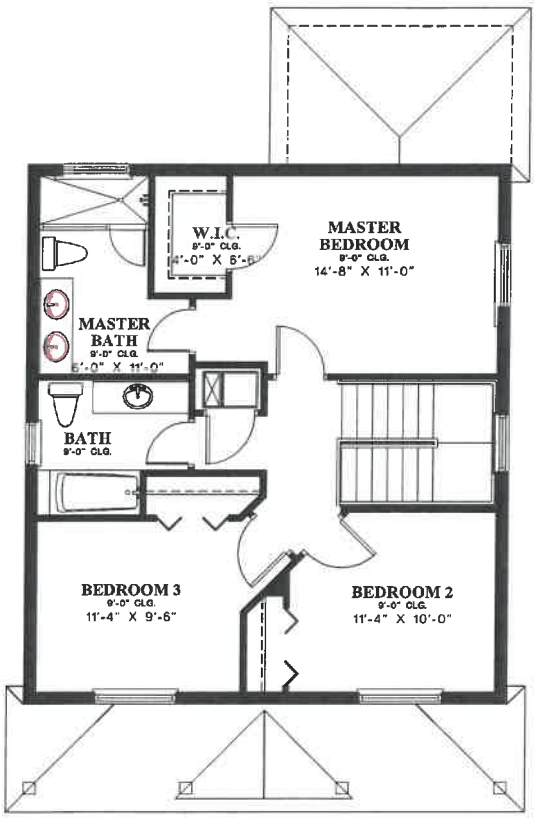
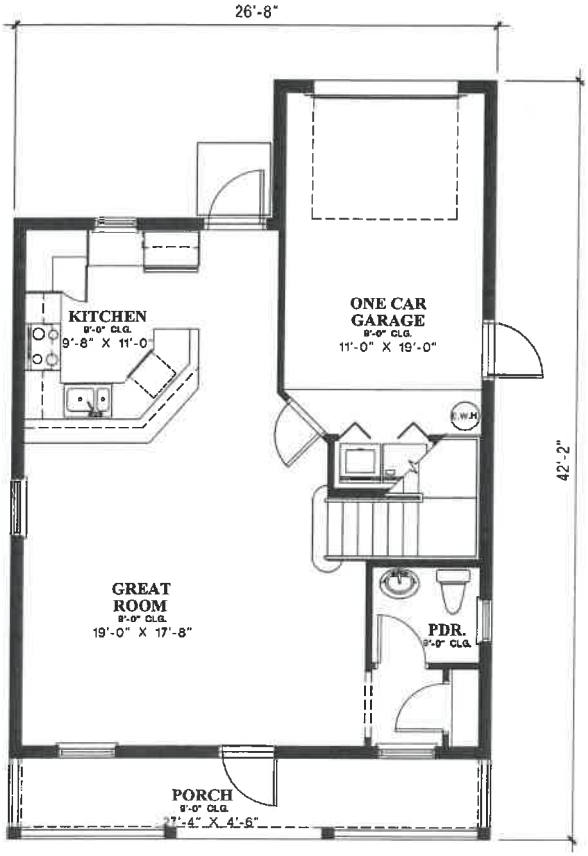
THE MARTIN

The Martin II

Three Bedrooms, 2 1/2 Baths, One Car Garage



SECOND FLOOR PLAN



FIRST FLOOR PLAN

AREA CALCULATIONS:

FIRST FLOOR A/C AREA:	633 SQ. FT.
SECOND FLOOR A/C AREA:	735 SQ. FT.
TOTAL A/C LIVING AREA:	1,368 SQ. FT.
GARAGE:	232 SQ. FT.
PORCH:	120 SQ. FT.
TOTAL:	1,720 SQ. FT.



ALL IDEAS DESIGNS ARRANGEMENTS AND PLANS INDICATED OR REPRESENTED BY THIS DRAWING ARE OWNED BY AND THE PROPERTY OF THIS OFFICE AND WERE CREATED , EVOLVED AND DEVELOPED FOR USE ON, AND IN CONNECTION WITH, THE SPECIFIED PROJECT. NONE OF SUCH IDEAS, DESIGN, ARRANGEMENTS OR PLANS SHALL BE USED BY OR DISCLOSED TO ANY PERSON, FIRM OR CORPORATION FOR ANY PURPOSE WHATSOEVER WITHOUT THE WRITTEN PERMISSION OF MAURICE MENASCHE, ARCHITECT.

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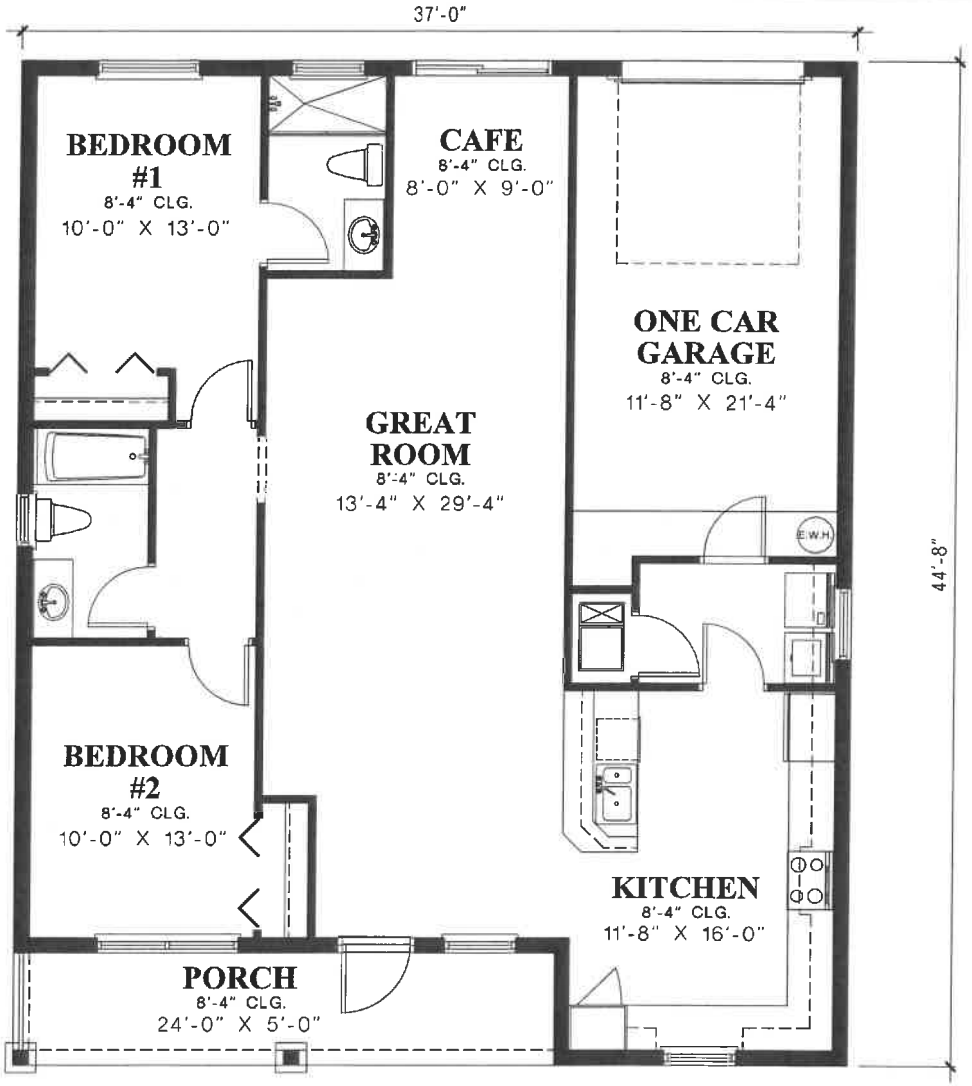
THE FLAMINGO

The Flamingo II

Two Bedrooms, Two Baths, One Car Garage



AREA CALCULATIONS:

A/C LIVING AREA:	1,258 SQ. FT.
GARAGE:	276 SQ. FT.
PORCH:	120 SQ. FT.
TOTAL:	1,654 SQ. FT.



ALL IDEAS DESIGNS ARRANGEMENTS AND PLANS INDICATED OR REPRESENTED BY THIS DRAWING ARE OWNED BY AND THE PROPERTY OF THIS OFFICE AND WERE CREATED , EVOLVED AND DEVELOPED FOR USE ON, AND IN CONNECTION WITH, THE SPECIFIED PROJECT. NONE OF SUCH IDEAS, DESIGN, ARRANGEMENTS OR PLANS SHALL BE USED BY OR DISCLOSED TO ANY PERSON, FIRM OR CORPORATION FOR ANY PURPOSE WHATSOEVER WITHOUT THE WRITTEN PERMISSION OF MAURICE MENASCHE, ARCHITECT.

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PURCHASE, SALE AND DEVELOPMENT AGREEMENT

for Port Salerno Affordable Housing

THIS PURCHASE, SALE AND DEVELOPMENT AGREEMENT FOR PORT SALERNO AFFORDABLE HOUSING ("Agreement") is made and entered into as of this ___ day of May 2022 ("Effective Date"), by and between East to West Development Corporation, a Florida not-for-profit corporation ("Developer"), and Martin County, a political subdivision of the State of Florida ("County").

RECITALS:

1. The County is the sole owner of that certain real property located at 4701 SE Geraldine Street, Stuart, FL (Parcel ID# 25-38-41-002-007-00220-8) and 5358 SE Railway Avenue, Stuart, FL (Parcel ID# 25-38-41-002-007-00250-1), consisting of approximately .69 acres between SE Railway Avenue and SE Front Avenue South and fronting SE Railway Avenue and SE Geraldine Street, as more particularly described on **Exhibit A** attached hereto ("Property"), upon which Developer will construct four (4) new single-family detached homes ("Project") for Developer's income-eligible buyers of affordable housing ("Intended Use").

2. The County published Request for Proposal #2021-3335 ("RFP") in order to identify qualified organizations to construct the Project, and Developer's proposal was recommended and selected by the County for the award.

3. Pursuant to the RFP, Developer will provide County, on or before the Closing Date, with a firm financing commitment from a lending institution or other source of investment financing for construction of the Project, and Developer desires to construct the Project to meet or exceed all the minimum requirements of the RFP.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein set forth, the Developer and County agree as follows:

Section 1. **Recitals**. The foregoing recitals are true and correct and are incorporated by this reference.

Section 2. **Definitions**. As used in this Agreement, the following terms shall have the following meanings or refer to a particular exhibit attached to this Agreement:

"Affordable Housing" shall have the meaning of "Affordable" as set forth in Section 420.0004, Florida Statutes and of "Affordable housing" as set forth in Section 2.4 of the Martin County Comprehensive Growth Management Plan.

"Applicable Laws" shall mean any applicable federal, state or local law, statute, code, ordinance, regulation, court or administrative order, permits, and other requirements now existing or hereafter enacted, adopted, promulgated, entered, or issued by Governmental Authorities, including but not limited to the Code, the Florida Building Code, the Florida Construction Lien Law, and that govern the environment and the health, safety and welfare of the public.

"Business Day" shall mean Monday through Friday, except for federal and state holidays. All other references to days in this Agreement shall mean calendar days.

"Code" shall mean the Port Salerno Community Redevelopment Plan, Martin County

Comprehensive Growth Management Plan, Land Development Regulations and General Ordinances now existing or hereafter enacted, adopted, promulgated, entered, or issued by the County.

"Governmental Authorities" shall mean the United States, the State of Florida, Martin County, or any other governmental agency or any instrumentality of any of them.

"Total Development Costs" shall mean the total costs, fees and expenses contained in the Development Budget, as described in Section 6.2 below, for Developer to perform the Work and complete the Project.

"Unit" shall mean a new, single-family, detached residential housing unit in the Project to be sold by Developer to an income-eligible buyer for affordable housing.

Section 3. Representations and Warranties.

3.1 County. The County represents and warrants to the Developer on the Effective Date of this Agreement and on the Closing Date, as follows:

(a) That (i) it has the full right, power and lawful authority to enter into this Agreement and to perform its obligations under this Agreement, and upon execution and delivery of this Agreement shall constitute the valid and binding contract of the County, fully enforceable in all respects; and (ii) the execution and delivery of this Agreement and the performance by the County hereunder, shall not conflict with, or breach or result in a default under, any contract to which it is bound.

(b) To the best of County's knowledge, there are no pending or threatened litigation, or judicial, municipal, or administrative proceedings, consent decrees or judgments against County, or has the County received a written summons, citation, directive, notice, complaint or letter from any Governmental Authorities specifying an alleged violation of any Applicable Laws concerning the Property, or that the Property has not been used or is presently being used for the generation, release, treatment, discharge, emission, handling, storage, transportation or disposal of any hazardous or toxic substances, contaminants, pollutants, wastes, or materials which is regulated by Governmental Authorities, which would prevent, hinder, or delay the County's ability to perform its obligations hereunder, or would materially and adversely affect the Property or Developer's Intended Use and development of the Property.

(c) The County exclusively owns fee simple title to the Property, there are no leases and there are no parties other than the County in possession of the Property; there are no rights of first offer, rights of first refusal, or any options to purchase the Property, and none of the foregoing exist on the Effective Date of this Agreement and shall not exist on the Closing Date. Seller has no knowledge and has received no notice that there are any condemnation or eminent domain proceedings which are pending or have been threatened that affect the Property; and the County shall not take any action that amends or terminates an existing easement, dedication, restriction, or right-of-way affecting the Property or that creates a new easement, dedication, restriction, or right-of way affecting the Property, without first providing thirty (30) days written notice to Developer of its intent to do so.

3.2 Developer. The Developer represents and warrants to the County on the Effective Date of this Agreement and on the Closing Date, as follows:

(a) That (i) it is duly organized, validly existing and in good standing under the laws of Florida; (ii) it has the full right, power and lawful authority to enter into this Agreement and to perform its obligations under this Agreement, and upon execution and delivery of this Agreement shall constitute the valid and binding contract of the Developer, fully enforceable in all respects; and (iii) the execution and delivery of this Agreement and the performance by the Developer hereunder, shall not conflict with, or

breach or result in a default under, any contract to which it is bound or Developer's governing documents. Developer shall have site control over the Project, and shall always own and control the foregoing for the duration of this Agreement, whether or not the Developer subsequently assigns this Agreement in accordance with Section 12.3 below.

(b) The Developer possesses and shall maintain during the term of this Agreement all licenses required by Applicable Laws to perform the Work.

(c) To the best of Developer's knowledge, there is no pending or threatened litigation, or judicial, municipal or administrative proceedings, consent decrees or judgments against Developer, which would prevent, hinder or delay the Developer's ability to perform its obligations hereunder.

Section 4. Property Transaction.

4.1 Property Transfer. Subject to the provisions of this Agreement, including but not limited to the obligation of Developer to construct owner-occupied affordable housing on the Property, County agrees to transfer title to the Property to Developer on the Closing Date (defined below), together with all easements, rights of way, appurtenances, riparian and littoral rights, if any, and other rights and benefits belonging to or in any way related to the Property, for nominal consideration, subject to the terms, covenants and conditions set forth herein. Notwithstanding any provision of this Agreement to the contrary, the term "Property" shall not include that certain parcel of land consisting of approximately .039 acres, as more particularly described on **Exhibit A-1** attached hereto ("Excluded Parcel"). County shall retain possession of and title to the Excluded Parcel.

4.2 Due Diligence Period. Within fifteen (15) days after the Effective Date, County, at its sole expense, shall deliver to Developer a copy of all Property reports, tests and studies (such as a land survey, Property appraisal, title policy, soil boring, hydrological, topographical, and environmental site assessment audit), in its possession or control, which Property reports shall be provided on an "AS IS, WHERE IS" basis. Developer shall have the right from the Effective Date and continuing uninterrupted for the following ninety (90) days ("Due Diligence Period") to access the Property and conduct a due diligence investigation and analysis of the Property, including but not limited to obtaining current surveys, soil boring tests, hydrological and topographical studies, and environmental site assessment audits. If Developer determines that it is not satisfied with its due diligence investigation and analysis of the Property, in Developer's sole judgment, and Developer notifies County before the expiration of the Due Diligence Period of its election to terminate this Agreement, this Agreement shall become void and of no further force or effect, and there shall be no further obligation or liability on either of the parties, except as otherwise specifically provided in this Agreement. If any inspection or test conducted by Developer disturbs the Property, Developer shall restore the Property to substantially the same condition it existed before such inspection or test was performed. If Developer elects to terminate this Agreement, as permitted and as provided for herein, then, at County's request, Developer shall deliver to County a copy of all inspection reports obtained by Developer pertaining to the Property. Any inspection of the Property performed by Developer or Developer's agents, contractors or consultants prior to the Closing Date shall be performed at the sole risk, cost and expense of Developer, and Developer shall be solely responsible for the acts, omissions, faults or neglects of Developer and Developer's agents, contractors and consultants with respect to any such inspections. Developer hereby agrees to indemnify and defend County and hold County harmless against all losses, damages, claims, demands, and liabilities incurred in connection with or arising out of Developer's inspection(s) of the Property unless any claim results from an act (or omission to act) of the County, or its employees or agents, or by a third party not under the supervision of or in a direct contract with Developer. Developer shall not allow any liens to be filed against the Property in connection with Developer's access and inspection rights contained herein, and if such liens are filed against any portion of the Property, Developer shall have such liens bonded or released of record within thirty (30) days of Developer's or County's notice of the filing of same. This section shall survive any termination of this

Agreement.

Developer agrees to treat all non-public information received with respect to the Property, whether such information is obtained from County or from Developer's due diligence investigations, in a confidential manner. Developer shall not disclose any such information to any third parties, other than such disclosure to Developer's counsel, consultants, accountants and advisers as may be required in connection with the transaction contemplated hereby (such disclosure to be made expressly subject to this confidentiality requirement), unless required by law or court order.

4.3 Title Examination. During the Due Diligence Period, Developer, at its sole expense, shall obtain a title insurance commitment ("Title Commitment") and, after Closing, an owner's policy of title insurance issued by a Florida licensed title insurer. The costs and expenses relative to the issuance of the Title Commitment and owner's policy (i.e. policy premium, title search, closing fee, etc.) shall be borne by Developer. County shall have no obligation to cure or remove any title exceptions listed on Schedule B-II of the Title Commitment, except for (i) those "standard exceptions" relating to mechanics' liens, parties in possession, taxes or assessments which are not shown as existing liens in the public records, and the "gap" exception and (ii) liens, encumbrances and reservations directly caused by County (or its employees or agents) or any third party following the Effective Date through and including the Closing Date. Developer's right to terminate this Agreement under Section 4.2 hereof shall be Developer's sole right with respect to any exceptions disclosed in the Title Commitment that are unacceptable to Developer.

4.4 Closing Conditions.

(a) Developer's obligation to acquire the Property under this Agreement from County is subject to the satisfaction of each of the following conditions (any one of which may be waived in whole or in part by Developer): (a) Developer is satisfied at the expiration of the Due Diligence Period, in its sole discretion, with the strong likelihood that Developer shall secure sufficient development and construction funding sources ("Sources of Funds") on or before the first closing of a Unit, to fully cover the anticipated Project Deficit (defined below), and those likely Sources of Funds shall be identified on **Exhibit E** attached hereto; (b) Developer has in fact secured funding for the total infrastructure costs for the Project, expected to be approximately Two Hundred and Fifty Thousand Dollars ($250,000.00), on or before the Closing Date; (c) all representations and warranties by County set forth in this Agreement are true and correct, in all material respects, on the Closing Date; (d) County shall have performed, observed and complied with all terms, covenants and conditions required by this Agreement to be performed on its part prior to the Closing Date; (e) there are no pending or threatened building, development, utility or other moratoria, injunction, or court order in effect, at the expiration of the Due Diligence Period or on the Closing Date, which would interfere with the immediate development, construction, use or occupancy of the Property for Developer's Intended Use; (f) there is no material and adverse change to the physical or environmental condition of the Property from the Effective Date except to the extent caused by Developer; and (g) there shall not be any litigation or other proceedings, pending or threatened, against the Property, that would affect the Developer's development and Intended Use of the Property. Unless all the conditions contained in this Section 4.4(a) are satisfied (or waived by Developer) by the specified time period: (i) Developer or County may, without any obligation, extend the Closing Date until such conditions are satisfied (not to exceed ninety (90) days), (ii) Developer may terminate this Agreement, or (iii) Developer may consummate the Closing in which event this Agreement shall be construed as if such conditions no longer exist.

(b) County's obligation to convey the Property under this Agreement to Developer is subject to the satisfaction of each of the following conditions (any one of which may be waived in whole or in part by County): (a) all representations and warranties by Developer set forth in this Agreement are true and correct, in all material respects, on the Closing Date and (b) Developer shall have performed, observed and complied with all terms, covenants and conditions required by this Agreement to be performed on its part prior to the Closing Date. Unless all the conditions contained in this Section 4.4(b) are satisfied (or waived by County) by the specified time period: (i) Developer or County may, without any obligation, extend

the Closing Date until such conditions are satisfied (not to exceed ninety (90) days), (ii) County may terminate this Agreement, or (iii) County may consummate the Closing in which event this Agreement shall be construed as if such conditions no longer exist.

4.5 Closing; Closing Documents. The closing of County's transfer of the Property to Developer ("Closing") shall occur on the date that is one hundred twenty (120) days after the Effective Date ("Closing Date") at County's office or by "mail-away" closing. At Closing, County shall deliver to Developer the following documents properly executed (and notarized, if required by applicable law): (a) county deed to the Property ("Deed"); (b) no-lien, gap and exclusive possession owner's affidavit of title stating there are no leases or parties in possession; (c) a non-foreign transferor certification that complies with the requirements of Section 1445 of the Internal Revenue Code of 1986, as amended; (d) a closing affidavit in the form as required by the title insurer to allow for the deletion of the standard title exceptions on the title insurance policy; (e) closing statement; (f) a recordable Project Declaration (as hereinafter defined); and (g) such other documents as are reasonably requested by the title insurer or County to consummate the Closing of the Property. At Closing, Developer shall deliver to County the following documents properly executed: (a) Developer resolution approving its acquisition of the Property from County, authorizing Developer's execution and delivery of all closing documents to consummate the transactions contained in this Agreement, and specifying the officers duly authorized to execute those closing documents on behalf of Developer have the full authority, power and right to act accordingly; (b) a buyer's closing affidavit in the form as required by the title insurer to allow for the deletion of the standard title exceptions on the title insurance policy; (c) closing statement; (d) a recordable Project Declaration; and (e) such other documents as are reasonably requested by County or the title insurer to consummate the Closing of the Property. All Closing documents specified above shall follow the custom and practice for similar transactions in the County where the Property is located.

The parties acknowledge and agree that the Deed described in this Section 4.5 shall provide for the County's Right of Reverter (defined below) in the event the Property (i) is not developed in accordance with this Agreement or (ii) fails to remain as Affordable Housing as provided in the Project Declaration. Additionally, the Deed shall provide that prior written consent shall be required from the County in the event the Developer or any subsequent owner sells, leases or otherwise transfers the Property or any portion thereof, and the Deed shall include an "Affordability Clause" which shall be a restrictive covenant running with the land for a period of twenty (20) years. Developer agrees that the deed restrictions set forth above shall be included in any deed conveying title to a Unit from Developer to an end user. The Affordability Clause shall read as follows:

"AFFORDABILITY PERIOD. This Property has been provided for the purpose of creating safe, decent and affordable housing for households that could not otherwise afford it. The Property shall be owner-occupied by an affordable housing qualified recipient, as such is defined in the Martin County Code or other applicable law. Should the Property be transferred thereafter at any time during the 20-year affordability period, it shall be transferred to an affordable housing qualified recipient. This deed restriction shall remain in effect for a period of twenty (20) years commencing on the date title is transferred to the first owner and ending twenty years thereafter."

4.6 Closing Costs. The County shall bear no closing costs associated with the conveyance of the Property, except for its own attorneys' fees and as specified in Section 4.3 above. Developer shall pay for all closing costs associated with the conveyance of the Property, including, without limitation, the following: (a) all recordation costs; (b) all documentary and transfer taxes on the Deed; (c) the cost of title insurance and all related costs; (d) all costs and expenses relating to financing; (e) all costs related to Developer's due diligence and survey; (f) closing fees of the title and closing agent; and (g) the costs of Developer's consultants to consummate the Closing of the Property. Developer acknowledges and the County represents that the Property is free and clear of ad valorem and non-ad valorem taxes due to the County's tax-exempt status and shall convey the Property as such. Developer shall be responsible for the payment of all ad valorem and non-ad valorem taxes from and after the date of Closing. County shall have

the right to select the title and closing agent.

4.7 Property Sold As-Is; Release. DEVELOPER HEREBY EXPRESSLY ACKNOWLEDGES AND AGREES THAT DEVELOPER WILL HAVE, AS OF CLOSING, THOROUGHLY INSPECTED AND EXAMINED THE STATUS OF TITLE TO THE PROPERTY, THE SURVEY OF THE PROPERTY, THE PHYSICAL CONDITION OF THE PROPERTY, AND ALL REPORTS OBTAINED BY DEVELOPER DURING THE DUE DILIGENCE PERIOD TO THE EXTENT DEEMED NECESSARY BY DEVELOPER IN ORDER TO ENABLE DEVELOPER TO FULLY EVALUATE THE PURCHASE OF THE PROPERTY. DEVELOPER HEREBY FURTHER ACKNOWLEDGES AND AGREES THAT DEVELOPER IS RELYING SOLELY UPON THE INSPECTION, EXAMINATION, AND EVALUATION OF THE PHYSICAL CONDITION OF THE PROPERTY BY DEVELOPER AND THAT DEVELOPER IS PURCHASING, AND AT CLOSING WILL ACCEPT, THE PROPERTY ON AN "AS IS," "WHERE IS" AND "WITH ALL FAULTS" BASIS, WITHOUT REPRESENTATIONS, WARRANTIES AND/OR COVENANTS, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE, EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT OR IN THE CLOSING DOCUMENTS.

Except as specifically set forth in this Agreement or in the closing documents, Developer acknowledges and agrees that it has not (and shall not) rely upon any statement and/or information from whomsoever made or given (including, but not limited to, any broker, attorney, agent, employee or other person representing or purporting to represent County) directly or indirectly, verbally or in writing, and County is not and shall not be liable or bound by any such statement and/or information.

Based solely on Developer's investigations of the Property and the County's representations and warranties contained in this Agreement, Developer, on behalf of itself and all future owners and occupants of the Property, to the extent permissible by Applicable Laws, hereby waives and releases County from any claims for recovery of costs associated with conduct of any voluntary action or any remedial responses, corrective action or closure under any applicable federal, state or local environmental laws ("Environmental Laws"). For purposes of this Agreement, the term "Environmental Laws" shall include, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9601 *et seq.* and the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6901 *et seq,.* as amended from time to time; and any similar federal, state and local laws and ordinances and the regulations and rules implementing such statutes, laws and ordinances. The foregoing waiver and release (i) shall not extend under any circumstances to the intentional acts (or omission to act), willful misconduct, fraud, misrepresentation, breach of trust or other duty of the County under this Agreement or Applicable Laws, or negligence of the County, or its employees or agents; (ii) shall be deemed received on the Closing Date as if agreed to at that time; and (iii) shall survive the Closing.

Section 5. Pre-Development Stage.

5.1 Pre-Development Budget. The County disclosed and the Developer has acknowledged that the Project site is not serviced by any utility infrastructure. Consequently, the Developer has formulated a detailed budget outlining the soft costs and hard costs of constructing the infrastructure for the Project ("Pre-Development Budget"), which is attached as **Exhibit B** to this Agreement. Subsequent to formulating a funding strategy and securing the necessary funds, the Developer will begin design, permitting and construction of the infrastructure improvements. Potable water is available through a Martin County Utilities 6" diameter water main adjacent to the Property within the SE Railway Avenue right-of-way. Developer shall be responsible for the permitting and construction of necessary water taps and laterals from the water main to the Property and shall pay the appropriate water Capital Facility Charges at the time of development. For sanitary sewer, Developer may use the Martin County Utilities 12" force main adjacent to the Property within the SE Primrose right-of-way. Developer shall be responsible for the permitting and construction of a single tap to serve the Property via one or more private grinder stations and shall pay the

appropriate wastewater Capital Facility Charges at the time of development. This Property is planned to be served by vacuum sewer in the future, and the Developer, at the time of availability, will have the option to connect to the new system and remove the grinders at its sole cost and expense.

5.2 Governmental Approvals. The term "Development Approvals" as used in this Agreement, shall mean all County approvals, consents, permits, amendments, re-zonings, conditional uses or variances as well as such other official actions of the Governmental Authorities which are necessary to commence construction of the Project. Development Approvals shall further include the approval of a Project declaration of covenants, conditions and restrictions to govern the Units ("Project Declaration") that shall be prepared by Developer and approved by County, and shall be signed at Closing and recorded against the Property. The Project Declaration shall include, without limitation, the following provisions: (i) that the Project shall meet the standards for affordable housing, as set forth in the Martin County Comprehensive Plan, for a period of twenty (20) years; (ii) that the Project shall comply with the Port Salerno Redevelopment Plan and the Martin County Land Development Regulations; (iii) that the County's written consent shall be required prior to Developer's or any subsequent owner's sale, lease or transfer of a Unit in the Project; and (iv) any additional restrictions reasonably required by the County.

Developer shall be responsible for initiating and diligently pursuing the Development Approval applications. The County shall fully cooperate with the Developer in processing all necessary Development Approvals to be issued by the County and any other Governmental Authorities. The parties recognize that certain Development Approvals will require the County and/or its boards, departments or agencies, acting in their police power/quasi-judicial capacity, to consider certain governmental actions. The parties further recognize that all such considerations and actions shall be undertaken in accordance with established requirements of Applicable Laws in the exercise of the County's jurisdiction under its police power. Nothing in this Agreement is intended to limit or restrict the powers and responsibilities of the County in acting on such applications by virtue of the fact that the County may have been required to join in and consent to such applications. Notwithstanding any provision of this Agreement to the contrary, County and Developer agree that the cost of all Development Approvals, including, without limitation, all permit fees and impact fees payable to any governmental agencies with respect to all applications for Development Approvals, shall be paid for by Developer, except that Developer shall be entitled to all impact fee credits, if any, in effect for the Property. Nothing in this Agreement is intended to, nor shall be construed as, zoning by contract.

5.3 Potential Homebuyer Plan. The Developer agrees to prepare a Potential Homebuyer Plan to attract qualified buyers who either live or work in Martin County to purchase the Units to be constructed at the Project ("Potential Homebuyer Plan"). Developer commits to engaging with the County to determine if their current employees may be income eligible, and Developer agrees that conveyance of each Unit shall be to a qualified buyer who has either lived or worked in Martin County for a minimum of twelve (12) months immediately preceding the purchase of a Unit. A homebuyer outreach program may be part of the Potential Homebuyer Plan, which may include recruitment of buyers in local law enforcement and teachers in local area schools. The Potential Homebuyer Plan shall also include engaging local banks and area lending institutions that have program requirements to provide mortgages for income eligible, first-time homebuyers. Developer shall provide the Potential Homebuyer Plan to the County Staff within sixty (60) days following the Effective Date. Subject to the reasonable approval of the County and in accordance with Applicable Laws, the Developer shall have the right to place one or more appropriate signs upon the Property indicating that the Developer is building Units for sale and to indicate there will be models and sales activity at the Project.

5.4 The provisions of this Section 5 shall survive the Closing.

Section 6. Development Stage.

6.1 Developer's Project Work. Subject to the terms and provisions of this Agreement, Developer shall be responsible for the design, engineering, permitting and construction of the Project in accordance with the Governmental Approvals, together with the infrastructure improvements necessary to serve the Project. In connection therewith, Developer shall provide or cause to be provided and furnish or cause to be furnished, all materials, supplies, apparatus, appliances, equipment, fixtures, tools, implements and all other facilities provided for in the Governmental Approvals, and shall provide all labor, supervision, transportation, utilities and all other services, as and when required for or in connection with the construction, furnishing or equipping of, or for inclusion or incorporation in the Project (collectively, the "Work"). The Work shall be substantially complete upon issuance of the final certificate of occupancy ("CO") by the County for a Unit and upon satisfaction by the Developer of all applicable regulatory building requirements and Developer obligations under this Agreement. The County and Developer hereby agree that the completion date for the Project (i.e. the date by which all Units shall have received a CO) shall be on or before that date that is eighteen (18) months after the Closing Date (the "Construction Completion Date"), subject to Force Majeure events and other permitted extensions as provided in this Agreement.

6.2 Development Plan and Development Budget. Developer and County acknowledge that the Total Development Costs for the Project are expected to exceed the anticipated total sales revenue generated from the sales of all Units to be constructed on the Property. The actual deficit between total sales revenue of the Units and the Total Development Costs ("Project Deficit") can only be determined when all Units in the Project are sold. The County and Developer acknowledge that the Project Deficit shall be funded using proceeds from sources secured in accordance with the funding strategy. Developer shall provide the County, not later than thirty (30) days following the closing of the last Unit in the Project, a summary report detailing the closing dates of the Units, the purchase price of each Unit, and other relevant Project sales information. A Development Plan and Development Budget shall be attached as **Exhibit C** and **Exhibit D**, respectively, to this Agreement.

6.3 The provisions of this Section 6 shall survive the Closing.

Section 7. Performance of the Work.

7.1 In the event that the Developer discovers any Hazardous Materials on the Property, Developer shall promptly notify the County of such discovery. To the extent that the Work cannot legally proceed until such Hazardous Materials have been remediated, the Developer shall not proceed with any further Work until the remediation is complete and the Developer is legally permitted to recommence the Work, which shall be evidenced by a no further action letter issued by the applicable Governmental Authorities to County and Developer. The cost of remediating such Hazardous Materials shall be Developer's sole responsibility unless County fails to comply with its environmental obligations under this Agreement, in which case, County shall be responsible for its own acts or omissions. Absent County's non-compliance, as described in the immediately preceding sentence, the Developer, at its sole cost and expense, shall diligently proceed to take such actions as may be required by the applicable Governmental Authorities to complete such remediation and to obtain a no further action letter from the applicable Governmental Agencies.

7.2 Prior to commencement of construction of the Project, Developer shall obtain and deliver to the County, (i) performance bonds and labor and material payment bonds reasonably acceptable to the County (collectively referred to herein as the "Bonds"), which Bonds shall be dual obligee bonds in favor of Developer and the County, or (ii) a completion guaranty in form and substance reasonably acceptable to the County and its legal counsel from an entity or individual reasonably acceptable to the County, taking into account the combined assets of such entity and/or individual. The Bonds, if required under the preceding sentence, shall in all respects conform to the requirements of the laws of the State of Florida and

shall: (a) name the Developer and County as obligees; (b) be in a form and substance reasonably satisfactory to the County and its legal counsel; (c) the surety(ies) providing the Bonds must be licensed and duly authorized to transact business in the State of Florida and must be listed in the Federal Register (Dept. of Treasury, Circular 570); (d) the cost of the premiums for the Bonds shall be included in the Development Budget; and (e) within ten (10) Business days of their issuance, Developer shall record the Bonds in the Public Records of Martin County, which may be recorded by attaching the same to the notice of commencement.

7.3 Except as may be otherwise expressly set forth in this Agreement and specifically excluding all costs and expenses incurred by the County to administer this Agreement or otherwise perform its obligations hereunder, Developer shall be responsible for all costs and expenses for the design, engineering, permitting, construction, administration, and inspection of the Work including, but not limited to, the following: (a) all labor and materials for the construction of the Work; (b) all compensation for the design professionals and engineers (and any other consultants) in connection with the preparation of the site plan, Governmental Approvals, and other documents; (c) all permit, license, connection and impact fees, and other fees of Governmental Authorities which are legally required at any time during the Developer's performance of the Work, except as otherwise waived by this Agreement; (d) all costs associated with the installation, connection, removal, replacement, relocation and protection of all utilities and all related infrastructure including but not limited to water, sewer, stormwater drainage, telephone, cable, or electric, (e) all sales, use and other similar taxes for the Work, which are legally required at any time during the Developer's performance of the Work; and (f) all license fees that are legally required at any time during the Developer's performance of the Work. The parties acknowledge and agree that such costs and expenses shall be included in the Pre-Development Budget and/or Development Budget. Developer shall defend all suits or claims for Developer's infringement of any intellectual property rights related to the Work to be performed by Developer hereunder and shall hold County harmless from any loss, liability or expense on account thereof, including reasonable attorneys' fees (at both the trial and appellate levels) unless any claim results from an act (or omission to act) of the County or its employees or agents, or by a third party not under the supervision of or in a direct contract with Developer.

7.4 Developer agrees that the Work performed under this Agreement shall be performed in accordance with Applicable Laws.

7.5 Developer represents and warrants to the County that it possesses and shall maintain during the term of this Agreement and through construction of the Project all the licenses required by Applicable Laws to perform the Work and that the direct contracts entered into by Developer shall require that: (a) its contractors, subcontractors, design professionals, engineers and consultants possess the licenses required by Applicable Laws to perform the Work, (b) the Work shall be executed in a good and workmanlike manner, free from defects, and (c) all materials shall be new (not used or reconditioned), except as otherwise expressly provided for in the Governmental Approvals.

7.6 Developer shall comply with Applicable Laws of Governmental Authorities having jurisdiction for safety of persons and property to protect them from damage, injury or loss, and shall erect and maintain commercially reasonable safeguards for such safety and protection, taking into consideration the effect on the Development Budget. Developer shall notify owners of adjacent property regarding the commencement of the Work if required by Applicable Laws. All damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the acts or omissions of Developer, any contractor, subcontractor, materialman, supplier, vendor, or any other individual or entity directly or indirectly engaged by any of them to perform or furnish any of the Work shall be remedied by Developer. Developer's duties and responsibilities for safety and the protection of the construction on the Project site shall continue until final completion of the Project.

7.7 Developer shall be responsible for coordinating any disclosure of material safety data

sheets or other hazardous communication information required by Applicable Laws. In emergencies affecting the safety or protection of persons during construction at the Property, Developer, without special instruction or authorization from the County, shall take reasonably appropriate action to prevent threatened damage, injury or loss. Developer shall give County prompt written notice if Developer believes that any significant changes in the construction or variation from the Governmental Approvals have been caused thereby.

7.8 In emergencies affecting the safety or protection of persons during construction at the Property, Developer, without special instruction or authorization from the County, shall take reasonably appropriate action to prevent threatened damage, injury or loss. Developer shall give County prompt written notice if Developer believes that any significant changes in the construction or variation from the Governmental Approvals have been caused thereby.

7.9 Developer shall confine construction equipment, the storage of materials and equipment, and the operations of construction on the Property, to not unreasonably interfere with the use of easements, rights-of-way, and other third-party property.

7.10 During the performance of the Work, Developer shall keep the Property free from accumulations of waste materials, rubbish, dust and other debris resulting from the construction. Upon final completion of the Work, Developer shall remove the foregoing and all construction equipment and machinery from the Property. Developer shall leave the Property clean and ready for occupancy by the Unit buyers at the time of substantial completion of the Units except as necessary to achieve final completion.

7.11 Developer shall not allow or seek to allow Work to occur outside of the County's designated hours for construction without the prior written consent of the County in each instance, which consent shall not be unreasonably withheld, delayed or conditioned.

7.12 Developer shall diligently pursue in good faith the completion of the Work, so that final completion of the Project is achieved on or before the Construction Completion Date, subject to Force Majeure events and any other permitted extensions as provided in this Agreement.

7.13 If Developer fails to commence construction of each Unit within ninety (90) days of issuance of all necessary permits for each Unit or fails to complete construction of all Units on or before the Construction Completion Date, subject to Force Majeure events and other permitted extensions as provided in this Agreement, County may, in addition to those other rights and remedies that are available to the County under this Agreement, require that the Property be transferred back to the County ("Right of Reverter"). The County must first deliver written notice of breach to Developer and Developer shall have the right to cure that breach in accordance with Section 9.1(a) below, before County's Right of Reverter may be exercised. If Developer fails to cure the breach in accordance with Section 9.1(a) below and the County exercises its Right of Reverter, then Developer, for nominal consideration, shall execute and deliver to County within ten (10) Business Days thereafter: (a) a special warranty deed ("Reverter Deed") which shall transfer title to the Property to the County and (b) an affidavit stating all labor, services and materials concerning the Property through the date of execution of the Reverter Deed have been paid in full, at which time this Agreement shall automatically be terminated and have no further force or effect, and there shall be no further obligation or liability on either of the parties, except as otherwise specifically provided in this Agreement. If the County exercises its Right of Reverter, Developer shall satisfy any and all liens affecting the Property and pay the cost to record the Reverter Deed. Conversely, upon the occurrence of event (b) in Section 9.2 below, County's Right of Reverter shall be totally extinguished and the County agrees to execute and deliver to Developer a total waiver and release of County's Right of Reverter ("Reverter Release"), in recordable form and reasonably acceptable to Developer, within ten (10) Business days following the occurrence of event (b) in Section 9.2 below, and County shall pay the cost to record the Reverter Release. The County agrees to subject and subordinate its Right of Reverter to any construction

mortgage financing obtained by Developer to complete the Project.

7.14 Developer shall provide to each Unit purchaser a one (1) year limited warranty for the Unit ("Limited Warranty") starting from the date of closing of that Unit.

7.15 Developer shall design, engineer and construct each Unit in accordance with the Governmental Approvals and the specifications and requirements within the RFP, solely to the extent such specifications and requirements of the RFP are listed on **Exhibit F** to this Agreement.

7.16 The provisions of this Section 7 shall survive the Closing.

Section 8. Books and Records.

8.1 Developer shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by it in conjunction with this Agreement. Developer shall comply with Florida's Public Records Law. Specifically, Developer shall:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the County to perform the service.

(b) Upon request, provide the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in state law or otherwise provided bylaw.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following termination of the Agreement if Developer does not transfer the records to the County.

(d) Meet all requirements for retaining public records and transfer, at no cost, to the County all public records in possession of Developer upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology system of the County.

IF DEVELOPER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, DEVELOPER SHOULD CONTACT THE COUNTY'S CUSTODIAN OF RECORDS AS FOLLOWS:

County Clerk's Office
100 SE Ocean Boulevard
Stuart, FL 34994
772-288-5576

8.2 Failure of Developer to comply with these requirements shall constitute a material breach of this Agreement.

Section 9. Default; Termination.

9.1 Default.

(a) If Developer shall default in complying with any term, covenant or condition of this Agreement to be performed or complied with by Developer or any representation or warranty shall prove to be incorrect, which default is not cured within thirty (30) days following Developer's receipt of written notice thereof (or such longer period of time as may be reasonably required by Developer to cure the breach if such breach is by its nature not reasonably susceptible of being cured within such thirty (30) day period provided that Developer advises County in writing of such fact and commences its cure within the initial thirty (30) day period and diligently proceeds to completely cure that breach), the County shall be entitled to seek any available legal and equitable remedies, including but not limited to the right to terminate this Agreement, a lawsuit for monetary damages (excluding consequential, special and punitive damages), exercise of the Right of Reverter, and/or specific performance of Developer's obligations hereunder.

(b) If the County shall default in complying with any term, covenant or condition of this Agreement to be performed or complied with by the County or any representation or warranty shall prove to be incorrect, which default is not cured within thirty (30) days following the County's receipt of written notice thereof (or such longer period of time as may be reasonably required by the County to cure the breach if such breach is by its nature not reasonably susceptible of being cured within such thirty (30) day period provided that the County advises Developer in writing of such fact and commences its cure within the initial thirty (30) day period and diligently proceeds to completely cure that breach), Developer shall be entitled to seek any available legal and equitable remedies, including but not limited to the right to terminate this Agreement, a lawsuit for monetary damages (excluding consequential, special and punitive damages), and/or specific performance of the County's obligations hereunder.

9.2. Termination. This Agreement shall terminate upon the occurrence of the earlier of the following events: (a) a termination under Section 9.1 above; or (b) the completion of the development and construction of the Work and the remaining obligations of the parties under this Agreement with respect to the Project pursuant to the terms and conditions of this Agreement

9.3 Effect of Termination by County. Upon termination of this Agreement as a result of Section 9.1(a) above, the Developer shall, as soon as reasonably practicable but in no event later than the forty-fifth (45th) day after notice is given by County in accordance with Section 9.1 hereof: (a) deliver to the County all materials, equipment, tools and supplies, keys, contracts and documents relating to the Project, and copies of such other accountings, papers, and records as the County shall reasonably request pertaining to the Project; (b) assign such existing contracts relating to the development of the Project, to the extent assignable, as the County shall require; (c) vacate any portion of the Project then occupied by the Developer as a consequence of County's termination of this Agreement; (d) furnish all such information and cooperate in good faith in order to effectuate an orderly and systematic ending of the Developer's duties and activities hereunder and (e) deliver to the County any written reports required hereunder for any period not covered by prior reports at the time of termination. Developer shall further reproduce and retain copies of such records as it may need for record retention purposes and shall deliver the originals to the County.

Section 10. Indemnification.

10.1 Indemnification by the Developer. Developer agrees to indemnify and hold the County, its commissioners, officials, and employees harmless to the fullest extent permitted by Applicable Laws, from and against any and all liabilities, losses, interest, damages, causes of action, costs or expenses (including without limitation, reasonable attorneys' fees, whether suit is instituted or not and if instituted, whether incurred at any trial or appellate level or post judgment), threatened or assessed against, levied upon, or collected from, the County arising out of, from, or in any way resulting from the negligence, willful misconduct, omission, fraud, or breach of trust or other duty of the Developer under this Agreement or Applicable Laws, or from a failure of the Developer to perform its obligations under this Agreement after the curative period under Section 9.1 has expired. Nothing herein shall be construed as a waiver of County's sovereign immunity, the provisions of Section 768.28, Fla. Stat., nor consent to be sued by third parties.

10.2 Notice of Indemnification. A party's duty to indemnify pursuant to the provisions of this Section 10 shall be conditioned upon the giving of written notice by such party of any suit or proceeding and upon the indemnifying party being permitted (without any obligation) to assume in conjunction with the indemnitor the defense of any such action, suit or proceeding in accordance with Section 10.3 below.

10.3 Third Party Claim Procedure. If a third party (including, without limitation, a governmental organization) asserts a claim against a party to this Agreement and indemnification in respect of such claim is sought under the provisions of this Section 10 by such party against another party to this Agreement, the party seeking indemnification hereunder (the "Indemnified Party") shall promptly (but in no event later than ten (10) Business Days prior to the time in which an answer or other responsive pleading or notice with respect to the claim is required) give written notice to the party against whom indemnification is sought (the "Indemnifying Party") of such claim. The Indemnifying Party shall have the right at its sole election to take over the defense or settlement of such claim by giving prompt written notice to the Indemnified Party at least five (5) Business Days prior to the time when an answer or other responsive pleading or notice with respect thereto is required. If the Indemnifying Party makes such election, it may conduct the defense of such claim through counsel or representative of its choosing (subject to the Indemnified Party's approval of such counsel or representative, which approval shall not be unreasonably withheld, conditioned or delayed), shall be responsible for the expenses of such defense, and shall be bound by the results of its defense or settlement of claim to the extent it produces damage or loss to the Indemnified Party. The Indemnifying Party shall not settle any such claim without prior written notice to and consultation with the Indemnified Party, and no such settlement involving any equitable relief or which might have a material and adverse effect on the Indemnified Party may be agreed to without its prior written consent. So long as the Indemnifying Party is diligently contesting any such claim in good faith, the Indemnified Party may pay or settle such claim at its own expense. Within twenty (20) Business Days after the receipt by the Indemnifying Party of written request by the Indemnified Party, the Indemnifying Party shall make financial arrangements reasonably satisfactory to the Indemnified Party, such as the posting of a bond or a letter of credit, to secure the total payment of its obligations under this Section 10 in respect of such claim. If the Indemnifying Party does not make such election, or having made such election does not proceed diligently to defend such claim, or does not make the financial arrangements described in the immediately preceding sentence, then the Indemnified Party may, upon three (3) Business Days' written notice (or shorter notice if a pleading must be filed prior thereto) and at the sole expense of the Indemnifying Party, take over the defense and proceed to handle such claim in its exclusive discretion and the Indemnifying Party shall be bound by any defense or settlement that the Indemnified Party may make in good faith with respect to such claim. The parties agree to reasonably cooperate in defending such third-party claims and the defending party shall have reasonable access to records, information, and personnel in control of the other party which are pertinent to the defense thereof.

Section 11. Insurance

11.1 Required Insurance. Upon the Effective Date of this Agreement, Developer shall provide insurances certificates to the County showing proof that the following policies and coverages have been issued, all such certificates naming the County as an additional insured. Such certificate of insurance shall specifically state that the insurance is primary and non-contributory over any other insurance that may be available to County, and that a waiver of subrogation shall apply in favor of County. In addition, all policies shall provide that the County will receive thirty (30) days prior written notice of cancellation of any of the said polices.

Commercial General Liability Insurance - comprehensive general liability policy with minimum limits of One Million Dollars ($1,000,000) per occurrence, and not less than Two Million Dollars ($2,000,000) aggregate, which shall include contractual liability coverage under all indemnification provisions of this Agreement.

During Developer's construction of the Project, Developer shall maintain in full force and effect and at its expense any and all insurance policies as are reasonable and customary for a construction project of similar size, scope and location as the Project. If requested to do so by County, Developer shall, within thirty (30) days after receipt of a written request from County, provide County a certified, complete copy of the policies of insurance providing the coverage required.

Section 12. Miscellaneous.

12.1 Notices. All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the party giving such notice) delivered by overnight courier by a nationally recognized courier, or by registered or certified mail (postage prepaid, return receipt requested), or by electronic mail, addressed to:

(a) If to the County:

Martin County Real Property Manager
2401 SE Monterey Road
Stuart, FL 34996
Attn: Carla Segura
Email: Real_Property@martin.fl.us

With a copy to:

County Attorney's Office
2401 SE Monterey Road
Stuart, FL 34996
Attn: Sarah Woods, County Attorney
Email: swoods@martin.fl.us

(b) If to the Developer:

East to West Development Corporation
700 U.S. Highway One, Suite C
North Palm Beach, Florida 33408
Attn: Daniel A. Rosemond
Chief Executive Officer
Email: daniel@etwdc.org

and

Stuart & Shelby Development, Inc.

217 NE 4th Street
Delray Beach, Florida 33444
Attn: Charles G. Halberg, President
Email:chuckh@stuartandshelby.com

With a copy to Developer's legal counsel:

Michael Robert Flam P.A.

20125 Ocean Key Drive
Boca Raton, Florida 33498

Attn: Michael R. Flam, President
Email: michael@flamlawyer.com

Each such notice shall be deemed delivered: (a) on the date electronically mailed, (b) the next business day after deposited with an overnight courier, or (c) on the date upon which the return receipt is signed or delivery is refused, as the case may be, if by registered or certified mail. The parties may change their respective contact information at any time by providing written notice to the other party.

12.2 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all together shall constitute one and the same instrument.

12.3 Assignment. The Developer may not assign or transfer this Agreement, in whole or in part, without the prior written consent of the County, except to a Florida legal entity in which Developer shall own or control a majority interest, provided that Developer's assignee shall assume all of Developer's liabilities, obligations and duties hereunder, and Developer shall not be relieved of liability in the event of any such assignment.

12.4 Attorney's Fees and Costs. ln any claim, litigation or controversy arising out of or relating to this Agreement, each Party shall bear its own attorney's fees, costs and expenses, at all judicial levels including appeals.

12.5 No Conflicts of Interest. No member, official or employee of County shall have any direct or indirect interest in the subject matters of this Agreement or participate in any decision which is prohibited by Applicable Laws relating to this Agreement or the Project.

12.6 Governing Law. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Florida without regard to that state's conflict of law provisions.

12.7 Entire Agreement. This Agreement, together with all exhibits attached to this Agreement ("Exhibits"), collectively constitute the entire understanding between the parties regarding the subject matters of this Agreement and totally replace all prior and contemporaneous understandings, promises, representations, warranties and inducements regarding the subject matters of this Agreement, whether oral or written, or express or implied, between the parties. In the event of any conflict between the Exhibits and this Agreement, this Agreement shall always control. No amendment to this Agreement shall be effective unless made by a supplemental contract in writing and executed by the parties.

12.8 No Joint Venture. Developer shall not be deemed to be a partner or a joint venturer with the County.

12.9 Severability. If any term or provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable the remainder of this Agreement.

12.10 Successors. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and permitted assigns.

12.11 Further Assurances. The parties agree to reasonably cooperate with each other and to

execute and deliver such additional documents as may be reasonably necessary, to carry out the purposes and intent of this Agreement; provided that the foregoing shall in no way be deemed to inhibit, restrict or require the exercise of the County's police power or actions of the County when acting in a quasi-judicial capacity.

12.12 Brokers. Developer and the County each represent and warrant to the other that they have not had any direct or indirect dealings with any real estate brokers, salesmen or agents in connection with the Property and this transaction. The Developer agrees with the County that it will pay and will defend and hold the County harmless from and against any and all finder's and/or broker's commissions due or claimed to be due on account of this transaction and arising out of contracts made by or the acts of the Developer.

12.13 Force Majeure. For purposes of this Agreement, "Force Majeure" shall mean the inability of either party to commence or complete its obligations under this Agreement by the dates required in this Agreement because of delays caused by hurricanes or other inclement weather; fires; strikes, picketing, or labor/parts shortages; federal, state, or local government emergencies, decrees or orders; Acts of God; war, acts of terrorism; or other causes beyond either party's reasonable control. It is expressly understood by the parties that the events described in the preceding sentence do not provide either party with the right to terminate this Agreement under any circumstances, unless mutually agreed, in writing, by the parties. Written notice that a party is exercising its rights under this section must be promptly delivered to the other party in accordance with the notice requirements of this Agreement. Events of Force Majeure shall extend the period for the performance of the obligations under this Agreement for the period equal to the period(s) of any such delay(s).

12.14 Third Party Rights. The provisions of this Agreement are for the exclusive benefit of the parties to this Agreement. No third party including without limitation, any creditor of the County or the Developer, shall have any right or claim against the County or the Developer by reason of this Agreement or be entitled to enforce this Agreement.

12.15 Survival. All covenants, contracts, representations and warranties made in this Agreement, including without limitation those found in Sections 3-11, both inclusive, and this Section 12, shall survive (continue after) the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

12.16 Remedies Cumulative. To the extent permitted by Applicable Laws and except for those certain rights and remedies excluded in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by either party of one or more of those rights or remedies shall not preclude the exercise by a party, at the same time or different times, of any other rights or remedies for a default by the other party.

12.17 No Waiver. Any failure by a party to require strict performance by the other party of any term or provision of this Agreement, or to exercise any right or remedy under this Agreement, shall not waive that party's right to subsequently demand strict compliance with that particular term or provision, or to exercise that right or remedy under this Agreement.

12.18 Construction. This Agreement shall be interpreted without regard to any presumption or rule requiring construction against the primary party who drafted this Agreement.

12.19 Time. Time is of the essence in the performance of this Agreement.

12.20 Jurisdiction; Venue; and Waiver of Jury Trial. EACH OF THE PARTIES IRREVOCABLY AND UNCONDITIONALLY: (A) AGREES THAT ANY SUIT, ACTION OR OTHER

LEGAL PROCEEDING ARISING FROM OR RELATING TO THIS AGREEMENT SHALL BE BROUGHT IN THE STATE COURT SITUATED IN MARTIN COUNTY, FLORIDA; AND (B) WAIVES ANY OBJECTION WHICH IT MAY HAVE TO THE LAYING OF VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING IN ANY OF SUCH COURTS. EACH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ALL RIGHTS TO A TRIAL BY JURY (INCLUDING AN ADVISORY JURY) IN ALL LITIGATION RELATING TO OR ARISING FROM THIS AGREEMENT.

Section 13. E-Verify

13.1 Developer, as required by Section 448.095(2)(a), Florida Statutes, and any subcontractors shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The County, Developer, and any subcontractors may not enter into a contract unless each party uses the E-Verify System. Developer shall provide documentation of its compliance with this requirement upon request by the County.

13.2 If Developer enters into a contract with a subcontractor, the subcontractor must provide Developer with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Developer shall maintain a copy of the affidavit during the term of this Agreement.

13.3 The County will not intentionally award contracts to any Developer who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions of the Immigration and Nationality Act ("INA"). The County shall consider the employment by Developer of unauthorized aliens a violation of Section 8 U.S.C. 1324(a)(3) (Section 274(e) of the INA). Developer agrees that violation by Developer shall be grounds for unilateral termination of this Agreement by the County.

[*Signature pages follow*]

IN WITNESS WHEREOF, the parties have caused this instrument to be duly executed by their duly authorized officers as of the date first above written.

WITNESSES:

Nicole Clark
Print name: Nicole Clark

Kelly Tatessian
Print name: Kelly Tatessian

DEVELOPER:

EAST TO WEST DEVELOPMENT CORPORATION,
A FLORIDA NOT-FOR-PROFIT CORPORATION

By:
Print name: DANIEL A ROSEMOND
Its: CEO

ATTEST:

CAROLYN TIMMANN, CLERK OF THE
CIRCUIT COURT AND COMPTROLLER

MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS

DOUG SMITH, CHAIRMAN

APPROVED AS TO FORM & LEGAL SUFFICIENCY:

SARAH W. WOODS, COUNTY ATTORNEY

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

Exhibit A

The Property

MARTIN COUNTY, STUART, FLORIDA

2401 S.E. MONTEREY ROAD PHONE NO. 772-288-5927

DWG. NAME :17-160.DWG	M.C. PROJ. NO. 17-160	SHEET NO. 1 OF 3

EXHIBIT "A"

SURVEYOR'S NOTES

1. THIS SKETCH AND LEGAL DESCRIPTION IS BASED ON A BOUNDARY AND TOPOGRAPHIC SURVEY BY MARTIN COUNTY DATED MARCH 1, 2013, PROJECT NUMBER 13-007, DRAWING NUMBER 13-007, CAD FILE 001 SURVEY 13-007.DWG AND THE PLAT OF NEW MONROVIA REVISED, PLAT BOOK 3, PAGE 94, MARTIN COUNTY, FLORIDA.

2. THIS LEGAL DESCRIPTION SHALL NOT BE VALID:
   A. UNLESS PROVIDED IN ITS ENTIRETY CONSISTING OF SHEETS 1, 2, AND 3, SHEET 3 BEING A SKETCH.
   B. WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR.

3. BEARING AND REFERENCE: BEARING IS SOUTH 66°15'25" WEST, REFERENCE IS THE SOUTHERLY RIGHT OF WAY OF COVE ROAD AND ALL OTHERS ARE RELATIVE TO SAID BEARING.

4. THE PURPOSE OF THIS SKETCH AND DESCRIPTION IS TO DESCRIBE A PARCEL OF LAND OWNED BY MARTIN COUNTY.

5. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHT-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.

6. THIS IS NOT A SURVEY AND DOES NOT DEFINE OWNERSHIP OR ENCROACHMENTS.

7. PROPERTY, TRACT, AND PARCEL LINES SHOWN ARE APPROXIMATE IN NATURE AND NOT TO BE RELIED UPON FOR LAND POSITIONING OR DETERMINATIONS.

8. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

9. LEGEND: A=ARC LENGTH, Δ=DELTA, MC=MARTIN COUNTY, R=RADIUS, POB=POINT OF BEGINNING, ROW=RIGHT OF WAY

SURVEYOR AND MAPPER IN RESPONSIBLE CHARGE

SEAL

THOMAS M. WALKER, JR., P.S.M.
MARTIN COUNTY SURVEYOR
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA LICENSE NO. P.S.M. 6875

DATE: 01/25/18

NOTE: THIS IS NOT A SURVEY. THIS SHEET IS NOT VALID WITHOUT SHEETS 2 AND 3

SKETCH AND LEGAL DESCRIPTION

LOTS 22-26 & A PORTION OF LOTS 27-29

BLOCK 7, PLAT OF NEW MONROVIA REVISED, MC, FL

SUPERVISED BY : TMW	
DRAWN BY : BDY	SCALE : N/A
DATE : 12/22/17	
DRAWING # 17-160	

MARTIN COUNTY, STUART, FLORIDA

2401 S.E. MONTEREY ROAD PHONE NO. 772-288-5927

DWG. NAME : 17-160.DWG	M.C. PROJ. NO. 17-160	SHEET NO. 2 OF 3

EXHIBIT "A"

DESCRIPTION

LOTS 22, 23, 24, 25, 26, AND A PORTION OF LOTS 27, 28, AND 29 OF BLOCK 7, NEW MONROVIA REVISED, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 3, PAGE 94 OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEASTERLY CORNER OF SAID LOT 22; THENCE NORTH 23°49'08" WEST, ALONG THE EAST LINE OF SAID LOTS 22 THROUGH 27, A DISTANCE OF 133.56 FEET TO A POINT ON A 410.00 FOOT RADIUS CURVE, CONCAVE NORTHEASTERLY, RADIAL TO SAID POINT BEARS SOUTH 24°52'16" WEST; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11°25'43", AN ARC DISTANCE OF 81.78 FEET TO THE NORTHERLY LINE OF SAID LOT 29; THENCE SOUTH 66°10'52" WEST ALONG SAID NORTHERLY LINE, A DISTANCE OF 102.44 FEET TO THE WESTERLY LINE OF SAID LOTS 22 THROUGH 29; THENCE SOUTH 23°49'08" EAST ALONG SAID WESTERLY LINE, A DISTANCE OF 200.00 FEET TO THE SOUTHWESTERLY CORNER OF SAID LOT 22; THENCE NORTH 66°10'52" EAST, A DISTANCE OF 150.00 TO THE POINT OF BEGINNING.

SAID LANDS CONTAIN 28,333.99 SQUARE FEET (0.650 ACRES) +/-.

NOTE: THIS IS NOT A SURVEY. THIS SHEET IS NOT VALID WITHOUT SHEETS 1 AND 3

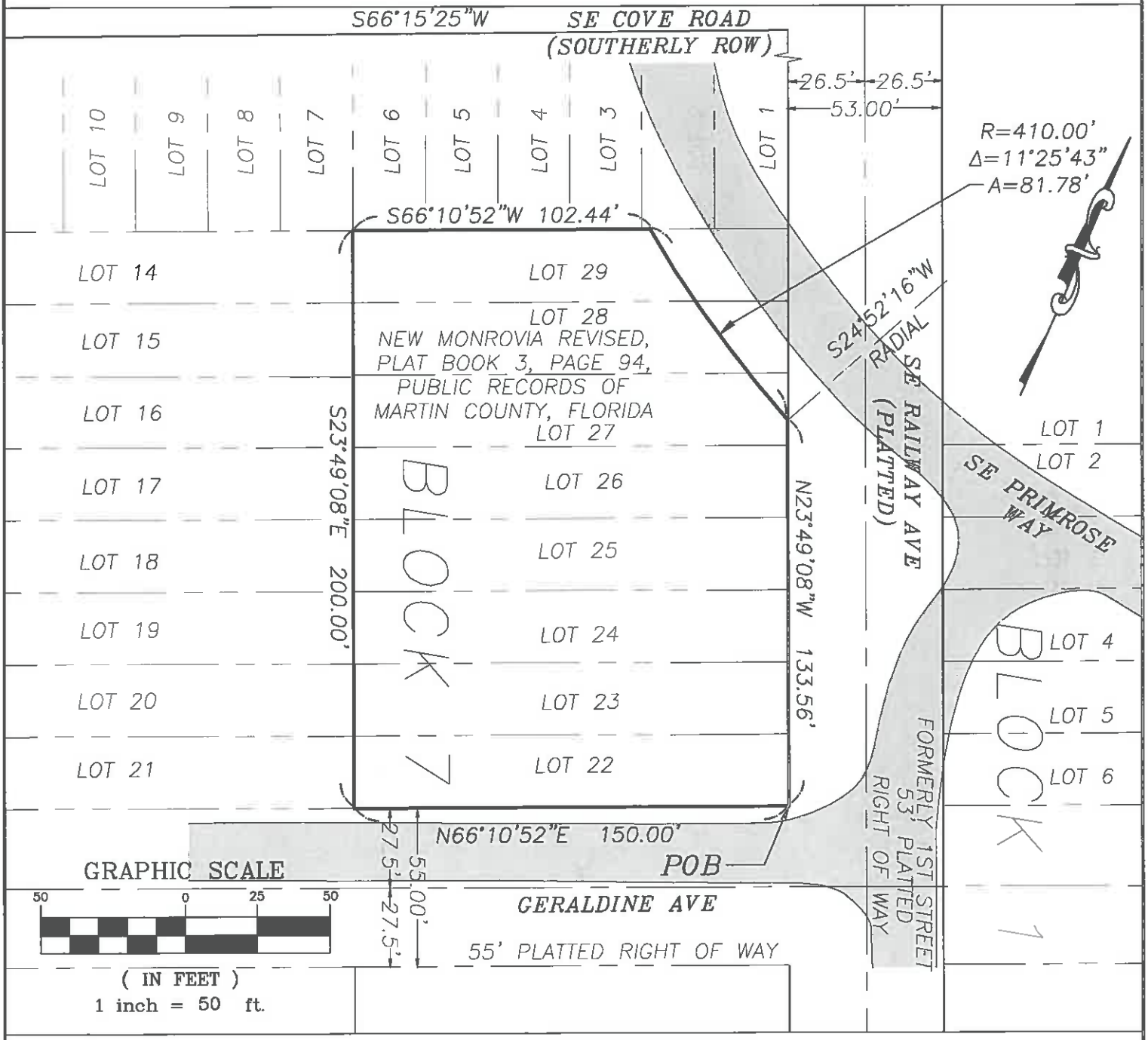
SKETCH AND LEGAL DESCRIPTION	SUPERVISED BY : *TMW*
	DRAWN BY : *BDY* | SCALE : *N/A*
LOTS 22-26 & A PORTION OF LOTS 27-29	DATE : *12/22/17*
BLOCK 7, PLAT OF NEW MONROVIA REVISED, MC, FL	DRAWING # *17-160*

MARTIN COUNTY, STUART, FLORIDA

2401 S.E. MONTEREY ROAD PHONE NO. 772-288-5927

DWG. NAME :17-160.DWG | M.C. PROJ. NO. 17-160 | SHEET NO. 3 OF 3

EXHIBIT "A"



NOTE: THIS IS NOT A SURVEY. THIS SHEET IS NOT VALID WITHOUT SHEETS 1 AND 2

THIS MAP IS INTENDED TO BE DISPLAYED AT A SCALE OF 1"=50' OR SMALLER.

SKETCH AND LEGAL DESCRIPTION

LOTS 22-26 & A PORTION OF LOTS 27-29

BLOCK 7, PLAT OF NEW MONROVIA REVISED, MC, FL

SUPERVISED BY : TMW	
DRAWN BY : BDY	SCALE : 1"=50'
DATE : 12/22/17	
DRAWING # 17-160	

Exhibit A-1

Excluded Parcel

MARTIN COUNTY, STUART, FLORIDA

2401 S.E. MONTEREY ROAD PHONE NO. 772-288-5927

DWG. NAME :17-161.DWG	M.C. PROJ. NO. 17-161	SHEET NO. 1 OF 3

EXHIBIT "A-1"

SURVEYOR'S NOTES

1. THIS SKETCH AND LEGAL DESCRIPTION IS BASED ON A BOUNDARY AND TOPOGRAPHIC SURVEY BY MARTIN COUNTY DATED MARCH 1, 2013, PROJECT NUMBER 13-007, DRAWING NUMBER 13-007, CAD FILE 001 SURVEY 13-007.DWG AND THE PLAT OF NEW MONROVIA REVISED, PLAT BOOK 3, PAGE 94, MARTIN COUNTY, FLORIDA.

2. THIS LEGAL DESCRIPTION SHALL NOT BE VALID:
   A. UNLESS PROVIDED IN ITS ENTIRETY CONSISTING OF SHEETS 1, 2, AND 3, SHEET 3 BEING A SKETCH.
   B. WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR.

3. BEARING AND REFERENCE: BEARING IS SOUTH 66°15'25" WEST, REFERENCE IS THE SOUTHERLY RIGHT OF WAY OF COVE ROAD AND ALL OTHERS ARE RELATIVE TO SAID BEARING.

4. THE PURPOSE OF THIS SKETCH AND DESCRIPTION IS TO DESCRIBE A PARCEL OF LAND OWNED BY MARTIN COUNTY.

5. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHT-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.

6. THIS IS NOT A SURVEY AND DOES NOT DEFINE OWNERSHIP OR ENCROACHMENTS.

7. PROPERTY, TRACT, AND PARCEL LINES SHOWN ARE APPROXIMATE IN NATURE AND NOT TO BE RELIED UPON FOR LAND POSITIONING OR DETERMINATIONS.

8. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

9. LEGEND: A=ARC LENGTH, Δ=DELTA, MC=MARTIN COUNTY, R=RADIUS, POB=POINT OF BEGINNING, ROW=RIGHT OF WAY

SURVEYOR AND MAPPER IN RESPONSIBLE CHARGE

SEAL

THOMAS M. WALKER, JR., P.S.M.
MARTIN COUNTY SURVEYOR
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA LICENSE NO. P.S.M. 6875
DATE: 01/25/18

NOTE: THIS IS NOT A SURVEY. THIS SHEET IS NOT VALID WITHOUT SHEETS 2 AND 3

SKETCH AND LEGAL DESCRIPTION

A PORTION OF LOTS 27-29

BLOCK 7, PLAT OF NEW MONROVIA REVISED, MC, FL

SUPERVISED BY : TMW	
DRAWN BY : BDY	SCALE : N/A
DATE : 12/22/17	
DRAWING # 17-161	

MARTIN COUNTY, STUART, FLORIDA

2401 S.E. MONTEREY ROAD PHONE NO. 772-288-5927

DWG. NAME :17-161.DWG	M.C. PROJ. NO. 17-161	SHEET NO. 2 OF 3

EXHIBIT "A-1"

DESCRIPTION

A PORTION OF LOTS 27, 28, AND 29 OF BLOCK 7, NEW MONROVIA REVISED, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 3, PAGE 94 OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEASTERLY CORNER OF LOT 22, BLOCK 7 OF SAID PLAT OF NEW MONROVIA REVISED; THENCE NORTH 23°49'08" WEST, ALONG THE EAST LINE OF SAID LOTS 22 THROUGH 27, A DISTANCE OF 133.56 FEET TO THE POINT OF BEGINNING, A POINT ON A 410.00 FOOT RADIUS CURVE, CONCAVE NORTHEASTERLY, RADIAL TO SAID POINT BEARS SOUTH 24°52'16" WEST; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11°25'43", AN ARC DISTANCE OF 81.78 FEET TO THE NORTHERLY LINE OF SAID LOT 29; THENCE NORTH 66°10'52" EAST ALONG SAID NORTHERLY LINE, A DISTANCE OF 47.52 FEET TO THE NORTHEASTERLY CORNER OF SAID LOT 29; THENCE SOUTH 23°49'08" EAST ALONG THE EASTERLY LINE OF SAID LOTS 27 THROUGH 29, A DISTANCE OF 66.39 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAIN 1688.50 SQUARE FEET (0.039 ACRES) +/-.

NOTE: THIS IS NOT A SURVEY. THIS SHEET IS NOT VALID WITHOUT SHEETS 1 AND 3

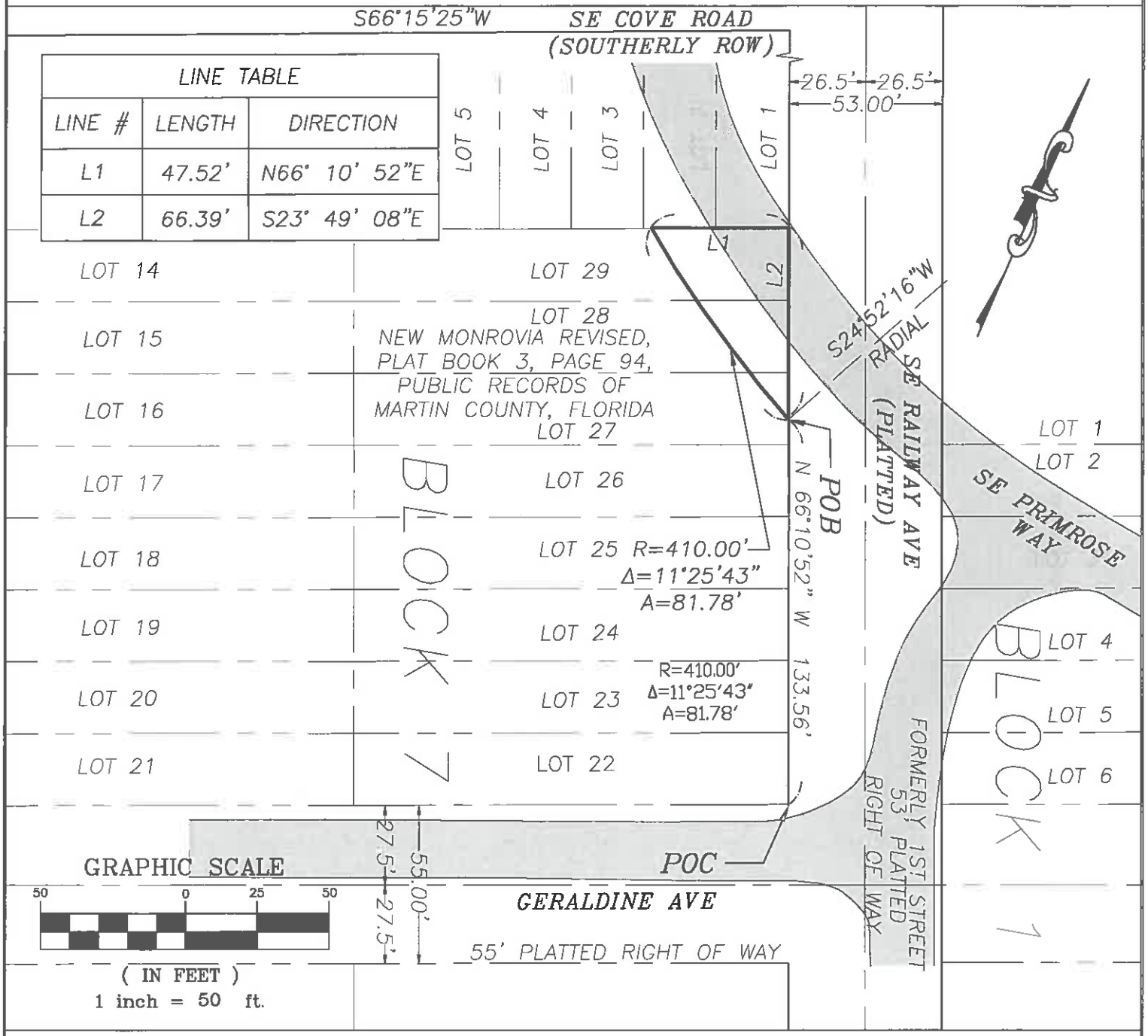
SKETCH AND LEGAL DESCRIPTION	SUPERVISED BY : *TMW*
A PORTION OF LOTS 27-29	DRAWN BY : *BDY* / SCALE : *N/A*
	DATE : *12/22/17*
BLOCK 7, PLAT OF NEW MONROVIA REVISED, MC, FL	DRAWING # *17-161*

MARTIN COUNTY, STUART, FLORIDA

2401 S.E. MONTEREY ROAD PHONE NO. 772-288-5927

DWG. NAME :17-161.DWG | M.C. PROJ. NO. 17-161 | SHEET NO. 3 OF 3

EXHIBIT "A-1"



NOTE: THIS IS NOT A SURVEY. THIS SHEET IS NOT VALID WITHOUT SHEETS 1 AND 2

THIS MAP IS INTENDED TO BE DISPLAYED AT A SCALE OF 1"=50' OR SMALLER.

SKETCH AND LEGAL DESCRIPTION

A PORTION OF LOTS 27-29

BLOCK 7, PLAT OF NEW MONROVIA REVISED, MC, FL

SUPERVISED BY : TMW

DRAWN BY : BDY | SCALE : 1"=50'

DATE : 12/22/17

DRAWING # 17-161

Exhibit B

Pre-Development Budget

PORT SALERNO HOUSING
EXHIBIT B - PRE-DEVELOPMENT PLAN

CONSTRUCTION		
Flamingo Model		-
Luther Model		-
Martin Model		-
Sandpiper Model		-
Total Construction	$	-
DESIGN, PERMITTING, FEES		
GC Fees and Project Management		-
Permitting & Developer Fees		15,000.00
Builders' Risk & Wind, Bonding/Insurance		3,000.00
Legal		5,000.00
Environmental Assessment		5,000.00
Title Insurance		10,000.00
Closing Costs		14,000.00
Land		-
Permit		-
Impact Fees		-
Architect		27,252.00
Civil Engineer and Testing		10,000.00
Water Connection Fees		18,500.00
Strip/grub/demo/ready site		192,000.00
Interest on Construction Loan		8,500.00
Land Development		included
Utilities		included
Total Design, Permitting and Fees	$	308,252.00
Total Project Cost	$	308,252.00

Note:
Impact fees subject to any outstanding credits to the Developer for the property.
All of the above figures are approximate and subject to change, based on force majeure and other events beyond Developer's control

Exhibit C

Development Plan

PORT SALERNO HOUSING
EXHIBIT C - DEVELOPMENT PLAN

CONSTRUCTION		
Flamingo Model		185,516.28
Luther Model		192,918.99
Martin Model		192,918.99
Sandpiper Model		192,806.82
Total Construction	$	764,161.08
DESIGN, PERMITTING, FEES		
GC Fees and Project Management		154,265.77
Permitting & Developer Fees		45,000.00
Builders' Risk & Wind, Bonding/Insurance		20,000.00
Legal		5,000.00
Environmental Assessment		-
Title Insurance		-
Closing Costs		-
Land		-
Permit		6,129.28
Impact Fees		54,708.48
Architect		-
Civil Engineer		-
Water Connection Fees		-
Strip/grub/demo/ready site		
Interest on Construction Loan		25,500.00
Land Development		included
Utilities		included
Total Design, Permitting and Fees	$	310,603.53
Total Project Cost	$	1,074,764.61

Note:
Impact fees subject to any outstanding credits to the Developer for the property.
All of the above figures are approximate and subject to change, based on force majeure and other events beyond Developer's control

Exhibit D

Development Budget

PORT SALERNO HOUSING
EXHIBIT D - DEVELOPMENT BUDGET

CONSTRUCTION		
Flamingo Model		185,516.28
Luther Model		192,918.99
Martin Model		192,918.99
Sandpiper Model		192,806.82
Total Construction	$	764,161.08
DESIGN, PERMITTING, FEES		
GC Fees and Project Management		154,265.77
Permitting & Developer Fees		60,000.00
Builders' Risk & Wind, Bonding/Insurance		23,000.00
Legal		10,000.00
Environmental Assessment		5,000.00
Title Insurance		10,000.00
Closing Costs		14,000.00
Land		-
Permit		6,129.28
Impact Fees		54,708.48
Architect		27,252.00
Civil Engineer and Testing		10,000.00
Water Connection Fees		18,500.00
Strip/grub/demo/ready site		192,000.00
Interest on Construction Loan		34,000.00
Land Development		included
Utilities		included
Total Design, Permitting and Fees	$	618,855.53
Total Project Cost	$	1,383,016.61

Note:
Impact fees subject to any outstanding credits to the Developer for the property.
All of the above figures are approximate and subject to change, based on force majeure and other events beyond Developer's control

Exhibit E

Sources of Funds

Exhibit E

Sources of Funds

TO BE PROVIDED IN ACCORDANCE WITH SECTION 4.4(a) OF THE PURCHASE, SALE AND DEVELOPMENT AGREEMENT FOR PORT SALERNO AFFORDABLE HOUSING, TO WHICH THIS EXHIBIT IS ATTACHED

Exhibit F

RFP Requirements

In order to achieve Port Salerno's development objectives and vision, the following elements should be included for each Unit:

- Architectural style complementing the neighborhood.
- Residences shall feature a front porch with parking in the rear.
- The housing units are to be sold or rented as affordable housing, as provided in the Agreement.
- The proposed construction design can consist of one story or two-story homes, town homes or apartments of CBS construction with floor plans and elevations based on the dimensions of the parcel. The overall square footage of the units will range from a minimum of 1,090 square feet to 1,720 square feet and will include a minimum of two bedrooms and two bathrooms. The Proposer(s) are responsible for every item necessary for completion of the unit, including coordination or installation of, and connection of all utilities, as agreed to with the County. The following amenities are required in every unit:

    - Minimum two (2) full baths
    - Minimum two (2) bedrooms
    - Central A/C system
    - Double kitchen sink
    - Sod and proper irrigation systems, including automated in-ground Sprinkler Systems
    - Trees and exterior plantings consistent with Florida-friendly landscaping
    - Interior to be smooth or knockdown finish with satin enamel or semi-gloss paint
    - Parking facilities to accommodate 2 cars per unit, placed in the rear of the structure
    - Mini-blinds or better
    - Stamped or solid concrete driveways
    - Three-dimensional or architectural shingle roof or better
    - Impact, quality aluminum or aluminum-clad, CGI windows
    - Any horizontal wood siding must be cedar, Hardi-plank, or equivalent
    - Interior flooring of ceramic tile (entryway, kitchen, and baths), carpet or other equivalent
    - All appliances including refrigerator, stove/oven, dishwasher, microwave and washer and dryer of better than minimum standard
    - All the above improvements may further include an equivalent alternative of equal or greater quality, as determined by Developer, based on product availability, market conditions and homebuyer preferences

BCC MEETING DATE: May 3, 2022
AGENDA ITEM: DEPT-3

MARTIN COUNTY, FLORIDA
SUPPLEMENTAL MEMORANDUM

TO: Honorable Members of the Board of County Commissioners **DATE:** April 27, 2022

VIA: Taryn Kryzda
County Administrator

FROM: Susan Kores, Manager

REF: 22-0453

SUBJECT: **APPROVAL OF AWARD AND DEVELOPMENT AGREEMENT BETWEEN MARTIN COUNTY AND EAST TO WEST DEVELOPMENT CORPORATION FOR EIGHT VACANT LOTS IN THE PORT SALERNO COMMUNITY REDEVELOPMENT AREA (CRA)**

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Staff is withdrawing this item from the Agenda.

TK/SK/dg

Agenda Item Summary

File ID: 22-0165 DEPT-4 **Meeting Date:** 5/3/2022

PLACEMENT: Departmental

TITLE:

ADOPTION OF A RESOLUTION INITIATING AN AMENDMENT TO THE FUTURE LAND USE MAP FOR CERTAIN PROPERTIES LOCATED IN THE PORT SALERNO CRA TO ALLOW FOR CONSTRUCTION OF THE MANATEE POCKET SW PRONG STA

EXECUTIVE SUMMARY:

This summary of the Manatee Pocket SW Prong STA Project (Project), located in the Port Salerno CRA, describes the transactions necessary to allow for successful completion of the Project. The Project will occur in phases, and prior to the County's commencement of construction activities, the following must occur: (i) the Grien family (Landowner) will convey certain lots to the County to be used for the Project, (ii) County will initiate amendments to the Future Land Use Map and Zoning Atlas for certain properties owned by Landowner, and (iii) the County will abandon certain unopened rights-of-way for the benefit of Landowner.

DEPARTMENT: Administration

PREPARED BY: **Name:** Susan Kores
Title: Manager, Office of Community Development

REQUESTED BY: Ecosystems Restoration and Management Division, Public Works Department

PRESET:

PROCEDURES: None

BACKGROUND/RELATED STRATEGIC GOAL:

Summary of the Project

Staff with the Ecosystem Restoration and Management Division of the Public Works Department has worked to plan and develop the Project, which aims to reduce harmful nutrients in the SW Prong. The SW Prong is the last tributary of the Manatee Pocket to receive necessary water treatment and is critical to the overall health of the waterway. The Project will consist of a treatment train involving two wet detention ponds (approximately 0.5 and 1.1 acres), two diversion weir structures, enhanced vegetated channels, and a Summit High-Performance Upflow Filter System with bioactive media prior to discharge. It is projected to remove approximately 334 pounds of TN (total nitrogen) and 234 pounds of TP (total phosphorous) per year from the downstream Manatee Pocket and the Indian River Lagoon, which are currently designated impaired by FDEP. This Project is in the Ecosystems Division CIP and is fully funded.

Transactions with Landowner

To realize this important water quality project, County Staff has negotiated with Landowner to obtain six (6) of Landowner's vacant lots located in the Port Salerno CRA totaling approximately 1.88 acres (Lots). The Landowner has agreed to convey the Lots to the County at no cost, in consideration for the County's (i) abandonment of four (4) unopened rights-of-way in the vicinity of the Project, totaling approximately 0.99 acres (ROWs) and (ii) initiation of amendments to the Future Land Use Map and Zoning Atlas for the abandoned ROWs and the northern portion of three (3) parcels owned by Landowner along Cove Road, totaling approximately 1.97 acres (Retained Parcels). The proposed Future Land Use Designation and Zoning Classification for the Retained Parcels and the ROWs will change from CRA Neighborhood to CRA Center and from Detached to Corridor, respectively. In addition, Landowner has agreed to grant County a temporary construction and permanent access easement (Easement) over a portion of the ROWs necessary to construct and maintain the Project.

The properties that are the subject of this agenda item are depicted on the attached Exhibit A. The Lots to be conveyed to the County are outlined in yellow. The Retained Parcels are outlined in green, and the ROWs to be abandoned are shaded in purple. The legal descriptions and land areas of the properties subject to this agenda item are shown on Exhibit B.

Summary of Next Steps

If authorized today, additional future agenda items will come before the Martin County Board of County Commissioners (BOCC), including proposed (i) adoption of resolutions abandoning the ROWs, accepting the Easement and accepting the deed for the Lots, (ii) adoption of an amendment to the Future Land Use Map for the Retained Parcels and the abandoned ROWs and (iii) adoption of an amendment to the Zoning Atlas for the Retained Parcels and the abandoned ROWs. The proposed changes in the Future Land Use Map and Zoning Atlas will be subject to a full staff analysis and must meet all policies and regulations governing such map amendments. The proposed amendments will be the subject of public hearings before the Local Planning Agency and the Board of County Commissioners at a future date.

Additionally, the BOCC will be presented with an escrow agreement, which will address the timing requirements of the several steps described herein (Escrow Agreement). The Escrow Agreement will be prepared by County Staff and will set forth the process for recording the deed conveying the Lots, the Easement and the resolution abandoning the ROWs. In short, once executed, these three documents will be held in escrow until all public meetings have occurred and all appeals periods related to the proposed changes in the Future Land Use Map and Zoning Atlas have expired. Upon expiration of the applicable appeals periods, all documents will be released from escrow, and the transaction with Landowner will be complete.

Conclusion

In summary, this project aims to provide important nutrient reduction in the Manatee Pocket SW Prong, enhance the natural environment and provides the public with open space and access to the area's natural features. The Lots to be conveyed to the County are key to achieving better drainage, reduced flooding and increased water quality in the Port Salerno CRA, as required by the Community Redevelopment Plan's Public Services Goal of "providing basic public infrastructure for stormwater, potable water, and sanitary systems for existing and future development." Since much of the existing development in Port Salerno was built before basic stormwater standards were established, retrofit

projects represent important improvements to water quality and protection of the Manatee Pocket.

ISSUES:

None

LEGAL SUFFICIENCY REVIEW:

This item has been reviewed for legal sufficiency to determine whether it is consistent with applicable law, has identified and addressed legal risks, and has development strategies for legal defensibility.

RECOMMENDED ACTION:

RECOMMENDATION

Move that the Board adopt a resolution initiating an amendment to the Future Land Use Map for the properties described herein and authorize staff to proceed with the additional steps outlined above to realize the successful construction of the Manatee Pocket SW Prong STA project.

ALTERNATIVE RECOMMENDATIONS

1. Move that the Board provide direction to staff.
2. Move that the Board take no action.

FISCAL IMPACT:

RECOMMENDATION

Growth Management, CRA and Ecosystem Restoration and Management staff time.

ALTERNATIVE RECOMMENDATIONS

None

DOCUMENT(S) REQUIRING ACTION:

☐ Budget Transfer / Amendment ☐ Chair Letter ☐ Contract / Agreement
☐ Grant / Application ☐ Notice ☐ Ordinance ☒ Resolution
☐ Other:

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Notes:

1- Project No.: 600724x4

2- Data Sources - Martin County, SFWMD

3- This map is intended to be used for planning purposes only. It is not a survey.

Date: 4-28-21
Drawn By: JCC

Legend

N

- Flow Arrows
- Proposed Work Location
- Roadway
- Manatee Pocket Sub-Basin
- Martin County Storm Sewer
- Parcel Lines

0 100 200

1" = 200'

wood.

Figure B.2.
Manatee Pocket Southwest Prong Basin
Proposed Conceptual BMP1
Water Quality Needs Assessment
Martin County, FL

400

File Path: T:\600724 Martin County Water Quality Needs Assessment_2020\Working\Task4-Figures\MXD\Figure X12 - Manatee Pocket SW Prong - Proposed BMP1.mxd

Exhibit A: Properties

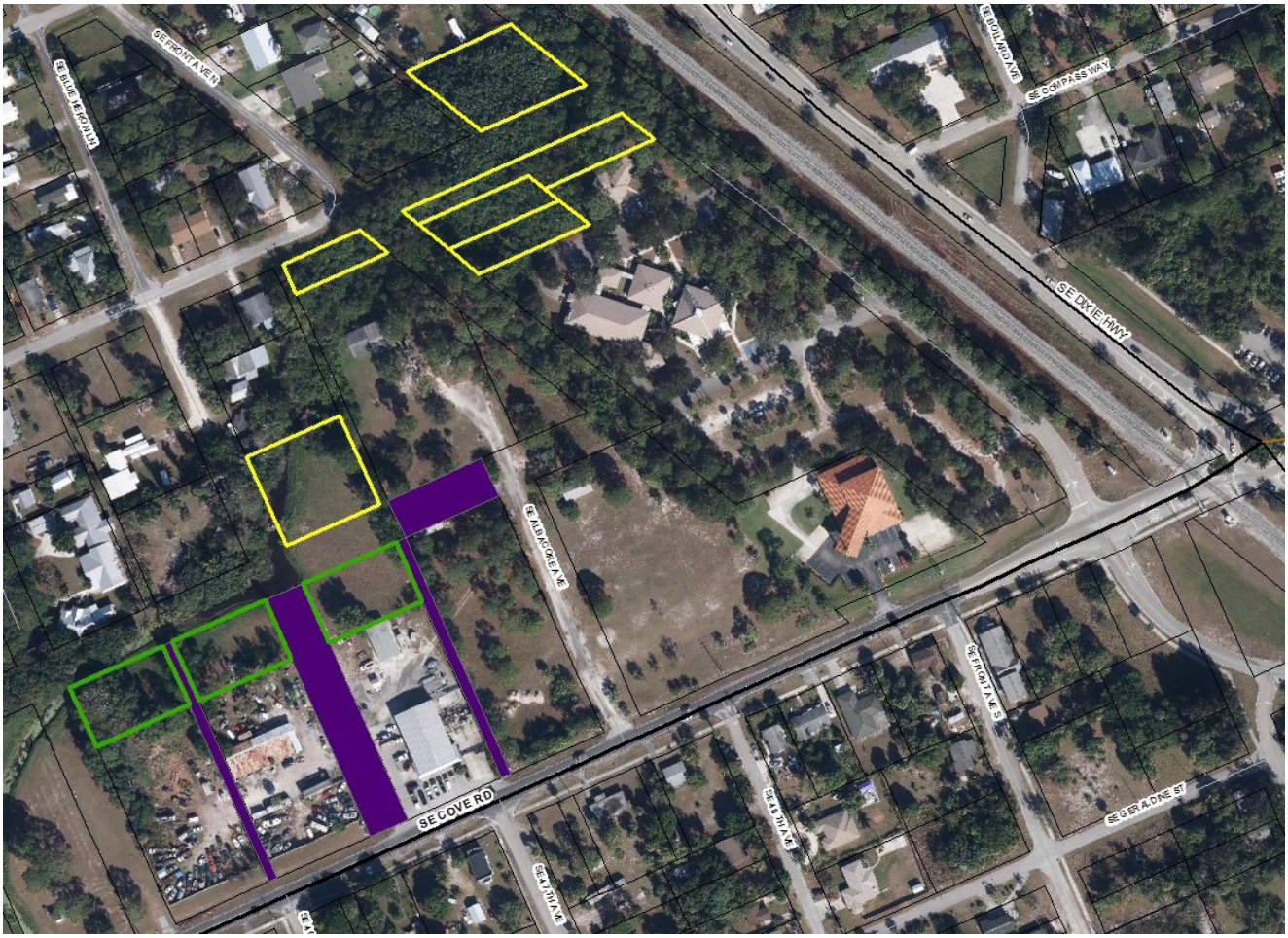

Exhibit B: Property Descriptions

Lots to be conveyed to Martin County

PID:	Legal Description:	Land Area (acres):
51-38-41-001-052-00090-8	Lot 9, Block 52, Salerno *	.147
51-38-41-001-056-00010-6	Lot 1, 16 and 17, Block 56, and closed alley between said Lots 1 and 16, and West 1/2 of closed alley adjacent to said Lot 17, Salerno	.336
51-38-41-001-056-00020-4	Lots 2 and 3, Block 56 and West 1/2 of adjacent closed alley, Port Salerno **	.214
51-38-41-001-056-00040-0	Lots 4 and 5, Block 56 and West 1/2 of adjacent closed alley, Port Salerno	.204
51-38-41-001-057-00110-3 (portion)	Lots 26, 27, 28, 29 and 30, Block 57, Salerno	.485
51-38-41-001-052-00060-4	Lots 6, 7 and 8, Block 52, Port Salerno	.491
	Total Land Area	**1.88 acres**

Properties subject to proposed Future Land Use amendment and zoning subdistrict amendment

PID:	Legal Description:	Land Area (acres):
51-38-41-001-046-00010-7	Lots 1, 2, 9 and 10, Block 46, Port Salerno	.6540
51-38-41-001-053-00010-3	Lots 1 & 2, Block 53, Port Salerno	.3270
Rights-of-Way:		
15-foot wide alley lying between Lots 1 through 8, Block 46 and lots 9 through 16, Block 46, Port Salerno		.1308
15-foot wide alley lying between Lots 1 through 8, Block 53 and Lots 9 through 16, Block 53, Port Salerno		.1308
A portion of a 60-foot wide ROW lying between Block 46 and Block 53, Port Salerno		.2066
A portion of a 60-foot wide ROW lying between Lot 16, Block 52 and Lot 9, Block 53, Port Salerno		.5234
	Total Land Area	**1.97 acres**

County-Owned Rights-of-Way to be abandoned

Description:	Land Area (acres):
15-foot wide alley lying between Lots 1 through 8, Block 46 and lots 9 through 16, Block 46, Port Salerno	.1308
15-foot wide alley lying between Lots 1 through 8, Block 53 and Lots 9 through 16, Block 53, Port Salerno	.1308
A portion of a 60-foot wide ROW lying between Block 46 and Block 53, Port Salerno	.2066
A portion of a 60-foot wide ROW lying between Lot 16, Block 52 and Lot 9, Block 53, Port Salerno	.5234
Total Land Area	**.99 acres**

* All references to "Salerno" shall refer to the Plat of Salerno, recorded in Plat Book 1, Page 75, Public Records of Martin County, Florida.
* All references to "Port Salerno" shall refer to the Plat of Port Salerno, recorded in Plat Book 1, Page 132, Public Records of Martin County, Florida.

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BEFORE THE BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

RESOLUTION NUMBER 22-

A RESOLUTION OF MARTIN COUNTY, FLORIDA, TO INITIATE FUTURE LAND USE MAP AMENDMENTS TO THE COMPREHENSIVE GROWTH MANAGEMENT PLAN

WHEREAS, the Martin County Comprehensive Growth Management Plan, Section 1-11, Amendment Procedures, states that the Martin County Board of County Commissioners may, by resolution, initiate a request to amend, modify, add to, or change the Comprehensive Growth Management Plan; and

WHEREAS, on April 25, 2022, the Community Redevelopment Agency took action to request that the Board of County Commissioners initiate an amendment of the Future Land Use Map within the Port Salerno Community Redevelopment Area to help realize important regional stormwater objectives and to better facilitate redevelopment in the Port Salerno CRA; and

WHEREAS, the subject properties, as more particularly described on Exhibits A and B, are generally located at the corner of SE Cove Road and SE Albacore Avenue, in the Port Salerno CRA and total approximately 1.97 acres.

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

The Martin County Board of Commissioners herein initiates an amendment of the Comprehensive Growth Management Plan to change the future land use designation to the most appropriate designations for the property identified on the attached Exhibits A and B, which contain the Location Map, Property Descriptions and total acreage.

DULY PASSED AND ADOPTED THIS 3rd DAY OF MAY 2022.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

_____
CAROLYN TIMMANN,
CLERK OF THE CIRCUIT
COURT AND COMPTROLLER

BY:_____
DOUG SMITH, CHAIRMAN

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

BY:_____
SARAH W. WOODS,
COUNTY ATTORNEY

Exhibit A

Location Map

Subject properties are outlined in green and shaded in purple.

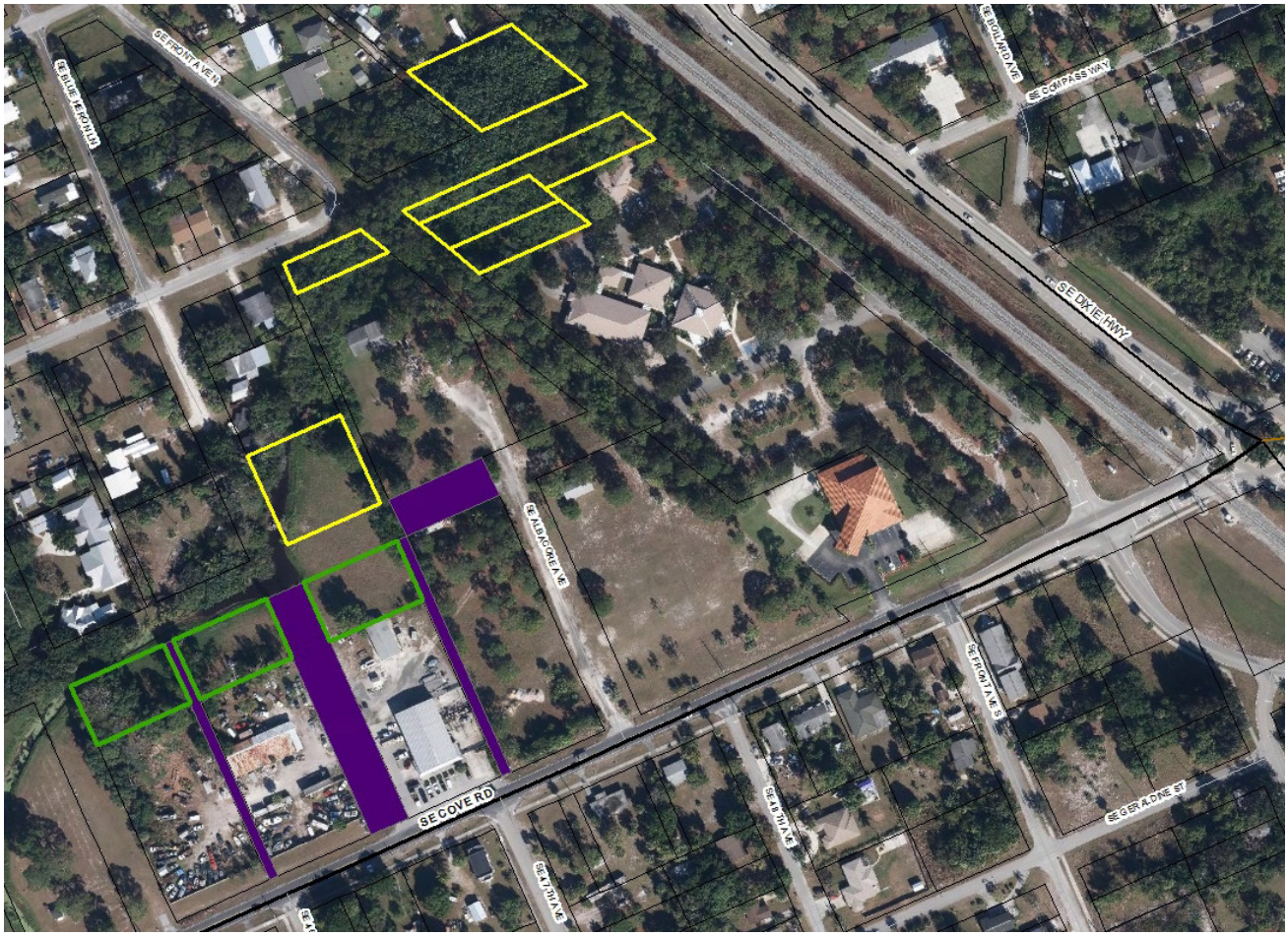

Exhibit B

Property Descriptions

Properties subject to proposed Future Land Use amendment and zoning subdistrict amendment

PID:	Legal Description:	Land Area (acres):
51-38-41-001-046-00010-7	Lots 1, 2, 9 and 10, Block 46, Port Salerno	.6540
51-38-41-001-053-00010-3	Lots 1 & 2, Block 53, Port Salerno	.3270
Rights-of-Way:		
15-foot wide alley lying between Lots 1 through 8, Block 46 and lots 9 through 16, Block 46, Port Salerno		.1308
15-foot wide alley lying between Lots 1 through 8, Block 53 and Lots 9 through 16, Block 53, Port Salerno		.1308
A portion of a 60-foot wide ROW lying between Block 46 and Block 53, Port Salerno		.2066
A portion of a 60-foot wide ROW lying between Lot 16, Block 52 and Lot 9, Block 53, Port Salerno		.5234
	Total Land Area	**1.97 acres**

* All references to “Port Salerno” shall refer to the Plat of Port Salerno, recorded in Plat Book 1, Page 132, Public Records of Martin County, Florida.

Agenda Item Summary

File ID: 22-0754 DEPT-5 **Meeting Date:** 5/3/2022

PLACEMENT: Departmental

TITLE:

UPDATE ON MARTIN COUNTY AIRPORT/WITHAM FIELD'S DIVERSIFICATION AND AERONAUTICAL USE

EXECUTIVE SUMMARY:

This agenda item concerns an update on the diversification and aeronautical use of Martin County Airport/Witham Field.

DEPARTMENT: Airport

PREPARED BY: **Name:** Sam Carver
Title: Airport Manager

REQUESTED BY: Board of County Commissioners

PRESET:

PROCEDURES: None

BACKGROUND/RELATED STRATEGIC GOAL:

This agenda item concerns an update on the future diversification and aeronautical use of Martin County Airport/Witham Field (the "Airport") that was requested by Commissioner Hetherington at a Board of County Commissioner's meeting in March of 2022.

1. **Ross Aviation (the former Stuart Jet Center premises)**. In August of 2021, Ross Aviation acquired Stuart Jet Center, and subsequently, Atlantic Aviation has entered into merger negotiations with Ross Aviation. The merger would not change the name of the Lessee on the Lease, which will remain Ross Aviation. The merger is not yet consummated but should be prior to the end of 2022. The boundaries of the premises are unchanged.

2. **APP Properties, Inc. (the former Atlantic Aviation premises).** Contemporaneously with Atlantic Aviation's merger with Ross Aviation, APP Properties, Inc., doing business as APP Jet Center ("APP"), purchased Atlantic Aviation's leasehold interest, such that Atlantic Aviation is assigning its interest to APP, making APP the new Lessee. Staff vetted APP and recommended the County Administrator approve the assignment as required by the Lease. County Administrator approved the assignment on April 8, 2022. The boundaries of the premises are unchanged.

3. **New Federal Aviation Administration funding.** In March of 2022, the Federal Aviation Administration ("FAA") notified the Airport that an additional $3.8 Million would be made available to the Airport as a result of the Bipartisan Infrastructure Law ("BIL"). The BIL funds must be used in accordance with FAA Airport Improvement Program grants and all FAA Grant Assurances. If the Board approves this acceptance of the FAA's BIL grant, the grants would be awarded annually over five years, with each grant totaling approximately $760,000 per year. The Airport would be required to match the annual grants in the amount of ten percent of each grant or about $76,000 per year from the Airport's enterprise fund. No matching funds would be required from the County's general fund.

   The FAA requested Airport Administration ask the Board to consider whether the Board would authorize the Airport to acquire land currently used by the County's Parks and Recreation Department in order to return the Runway 30 Safety Area back to FAA Standards. Doing so would significantly reduce maintenance costs, as much as 50%, by eliminating the need for the Engineered Material Arresting System blocks ("EMAS") at the end of Runway 30 and replacing it with an open field, which would require minimal maintenance compared with EMAS. The Airport would also relocate the existing golf cart path.

   The additional property would not increase Airport traffic or change the types of aircraft allowed at the Airport.

   Accordingly, Airport Administration is seeking direction from the Board on how to proceed. Airport Administration has included illustrations within the attachments to illustrate this request.

4. **Future Aeronautical Use**. Airport Administration has identified three separate areas at the Airport for potential aeronautical use. These three areas are depicted on the attached maps, graphics, and tables. Each location presents specific constraints that are associated with their location at the Airport.

   Airport Administration is prepared to speak regarding the process and procedure for conducting a Request or Requests for Proposal for Aeronautical Property. Airport Administration seeks the Board's direction as to how to proceed.

ISSUES:

What direction to provide Airport Administration as to the new FAA funding and the future aeronautical use of the three areas depicted on the attachments to this item.

LEGAL SUFFICIENCY REVIEW:

This item has been reviewed for legal sufficiency to determine whether it is consistent with applicable law, has identified and addressed legal risks, and has developed strategies for legal defensibility.

RECOMMENDED ACTION:

RECOMMENDATION

Move that the Board direct staff with Option 1, Option 2, Addendum A, or provide further direction.

Staff recommends the Board provide Airport Administration on how to proceed with available

properties at Martin County Airport.

ALTERNATIVE RECOMMENDATIONS

None

FISCAL IMPACT:

RECOMMENDATION

Upon the Board's direction to accept the FAA's Bipartisan Infrastructure Law grants, County will be required to match ten percent of each grant.

Funding Source	County Funds	Non-County Funds
Airport Enterprise Fund / FAA (BIL) Grants	380,000	3,420,000
Subtotal		
Project Total	3,800,000	

ALTERNATIVE RECOMMENDATIONS

None

DOCUMENT(S) REQUIRING ACTION:

☐ Budget Transfer / Amendment ☐ Chair Letter ☐ Contract / Agreement

☐ Grant / Application ☐ Notice ☐ Ordinance ☐ Resolution

☐ Other:

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Martin County Airport (Witham Field) Update

May 3, 2022

Fixed **Base** Operator (FBO) Status

- Stuart Jet Center was acquired by Ross Aviation (August 13, 2021)
- Ross Aviation and Atlantic Aviation are currently in the process of a merger acquisition.
- Atlantic Aviation's original leasehold was assigned to APP properties (April 8, 2022)
- The terms for Both FBO leases expire in 2047.

Fixed **Base** Operator (FBO) Status



Fixed **Base** Operator (FBO) Status



Bipartisan Infrastructure Law (BIL) Funding

- Also known as the Infrastructure Bill
- Martin County Airport has been allocated $3,815,000 over the next five (5) years.
- Projects must meet Airport Improvement Program (AIP) eligibility requirements.
- BIL allocated funds have the same Federal cost share as AIP grants. FAA 90% | FDOT 5% | Airport Enterprise Fund 5%.
- FAA has requested that Martin County Airport identify projects to be funded by BIL.

Engineered Material Arresting System (EMAS)

- The EMAS technology allows airports to be in compliance with FAA standards in cases where land is not available, or it is not possible to have the standard 1,000-foot overrun.

Runway	Current RSA Length	FAA Standard RSA Length
12	400'	1,000'
30	650'	1,000'



Staff Seeks Direction

AIP eligible projects identified in consultation with FAA:

- Option 1 – Rehabilitate and Maintain RWY 12/30 EMAS on both ends. Approximate cost $14 Million
- Option 2 – Rehabilitate and Maintain RWY 12 EMAS and eliminate RWY 30 EMAS. Approximate cost $6 Million.
- Addendum A – Standardize Hold Bay TWY A and RWY 30. Approximate cost $1 Million.



Runway 30 End Safety Area Improvements

- Option 2
  - Acquire golf course property from Martin County for an estimated $450,000
  - Remove existing EMAS, regrade and turf the standard Runway Safety Area, relocate cart path, and install wildlife fence for an estimated $2 Million



Runway 30 End Safety Area Improvements

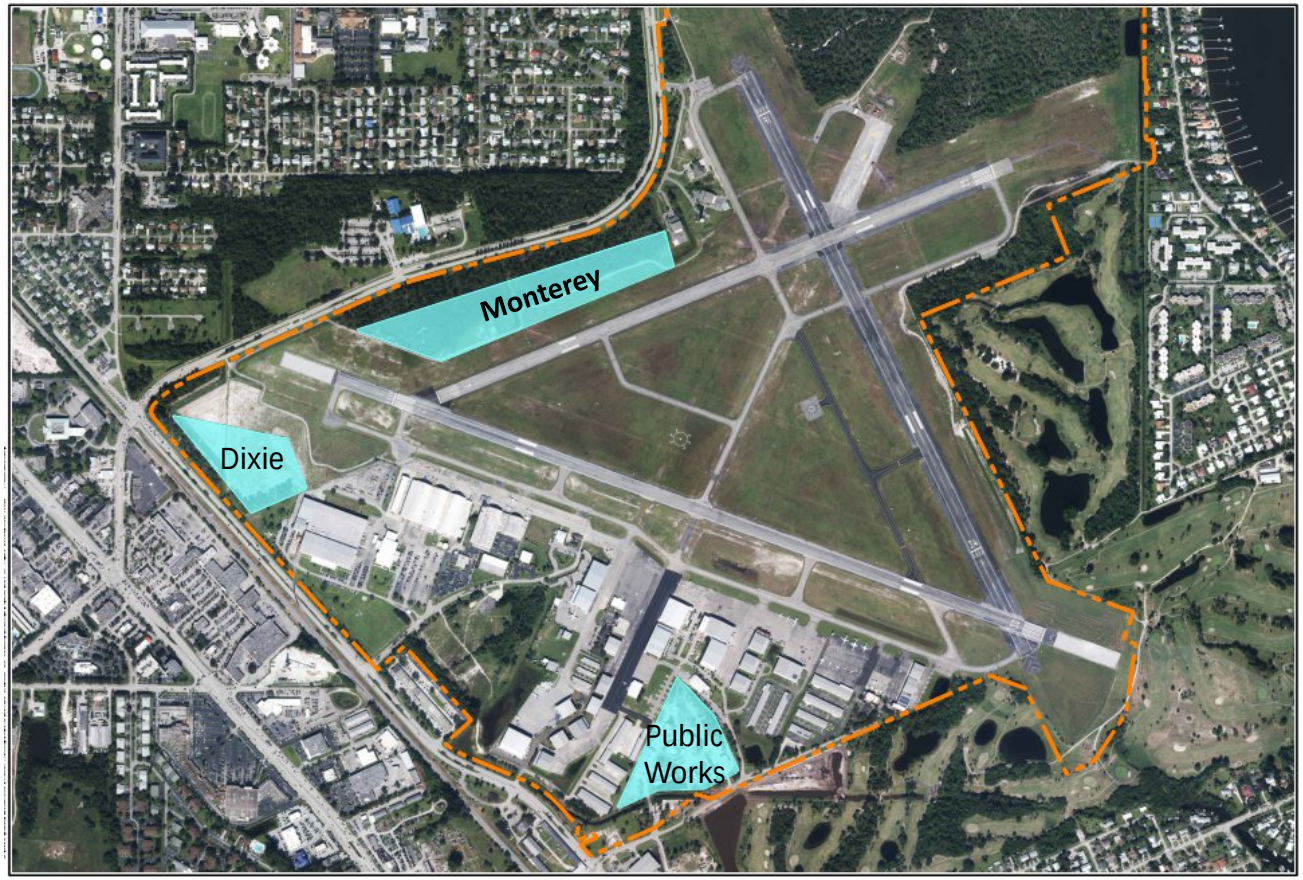




Runway 30 End Safety Area Improvements



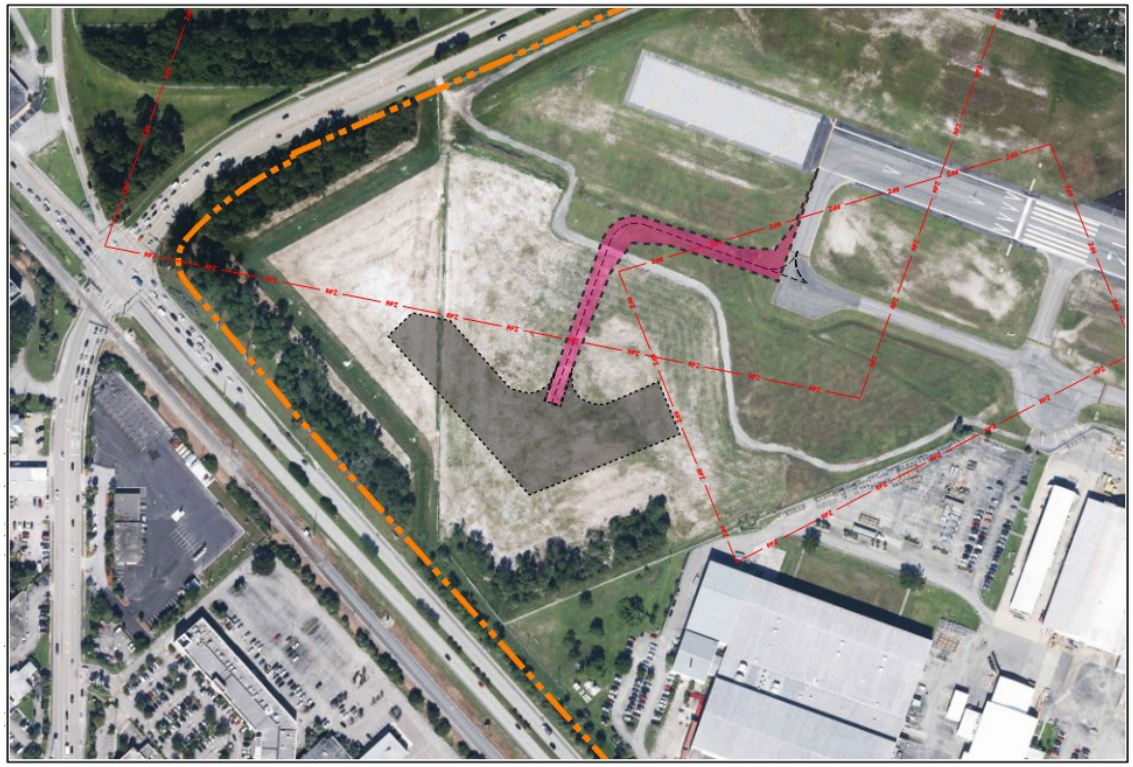
Available Aeronautical Property



- Public Works
  - Piston aircraft
  - Type of aircraft constrained by geometry
  - 3-5 years
- Dixie
  - Open for all GA aircraft
  - Slightly constrained
  - Need TWY A improvements
  - 2-3 years
- Monterey
  - Safety Area constraints

Dixie Layout

- Maintain 150’ green buffer
- Modify Taxiway A
- Access from Dixie Hwy must be created
- Estimated cost $1.5 Million



Action Needed from BOCC

1. Direct staff with Option 1, Option 2, Addendum A, or provide further direction
2. Provide direction to staff on how to proceed with available properties at Martin County Airport

Agenda Item Summary

File ID: 22-0739 DEPT-6 **Meeting Date:** 5/3/2022

PLACEMENT: Departmental

TITLE:

APPROVAL OF THE ACQUISITION OF A VACANT PARCEL IN POINCIANA GARDENS AND ADOPTION OF A RESOLUTION APPROVING AND ACCEPTING A WARRANTY DEED FROM KAREN M. ELROD

EXECUTIVE SUMMARY:

This is a request for the approval of the acquisition of a vacant parcel in Poinciana Gardens for conservation and adoption of a resolution approving and accepting a Warranty Deed from Karen M. Elrod.

DEPARTMENT: Public Works

PREPARED BY: **Name:** Carla T. Segura, FRP
Title: Real Property Manager

REQUESTED BY: John Maehl, Ecosystem Restoration and Management Manager

PRESET:

PROCEDURES: None

BACKGROUND/RELATED STRATEGIC GOAL:

1. Agreement/Contract drafted by: Martin County
2. Parties to the Agreement/Contract: Martin County - Grantee
   Karen M. Elrod- Grantor
3. Purpose of the Agreement/Contract: Acquisition of Vacant Land for Conservation efforts
4. New/Renewal/Modification: New
5. Duration: Perpetual
6. Benefits to Martin County: Additional conservation lands adjacent to the Atlantic Ridge Ecosystem
7. Cost to Martin County: $2,500.00 plus closing costs

Poinciana Gardens, located in Hobe Sound, consists of mostly single-family residential homes, as well as vacant undeveloped parcels located within the western portion of Poinciana Gardens. These vacant undeveloped parcels are adjacent to the Atlantic Ridge Ecosystem. In 2016, Martin County acquired 80 surplus parcels from the Board of Trustees of the Internal Improvement Trust Fund (TIITF) for conservation purposes. Currently, Martin County owns approximately 38 acres of vacant land within Poinciana Gardens.

In November 2021, Karen M. Elrod contacted County staff to discuss the sale of her vacant parcel to Martin County. The Martin County Property Appraiser shows a market value of the .203-acre parcel as $2,500. The parcel is located in the unimproved portion of Poinciana Gardens with no open road access. The Ecosystem Restoration & Management Department has approved the use of Conservation Funds for the purchase of this parcel, as it is beneficial for conservation efforts along the headwaters of the Northern Tributaries to the Loxahatchee River and will assist in providing a natural area buffer to the St. Lucie Inlet State Park.

ISSUES:

None

LEGAL SUFFICIENCY REVIEW:

This item has been reviewed for legal sufficiency to determine whether it is consistent with applicable law, has identified and addressed legal risks and has developed strategies for legal defensibility.

RECOMMENDED ACTION:

RECOMMENDATION

Move that the Board approve the acquisition of the vacant .203-acre parcel in Poinciana Gardens, adopt a resolution approving and accepting a Warranty Deed from Karen M. Elrod and authorize the Chairman to execute any and all documents necessary to complete the transaction.

ALTERNATIVE RECOMMENDATIONS

Deny and provide staff with alternative direction.

FISCAL IMPACT:

RECOMMENDATION

$2,500.00 purchase price. Minimal recording fees and closing costs

Funding Source	County Funds	Non-County Funds
3206-1322-06100-537-2155	$2,500.00	
Subtotal		
Project Total	$2,500.00	

ALTERNATIVE RECOMMENDATIONS

None

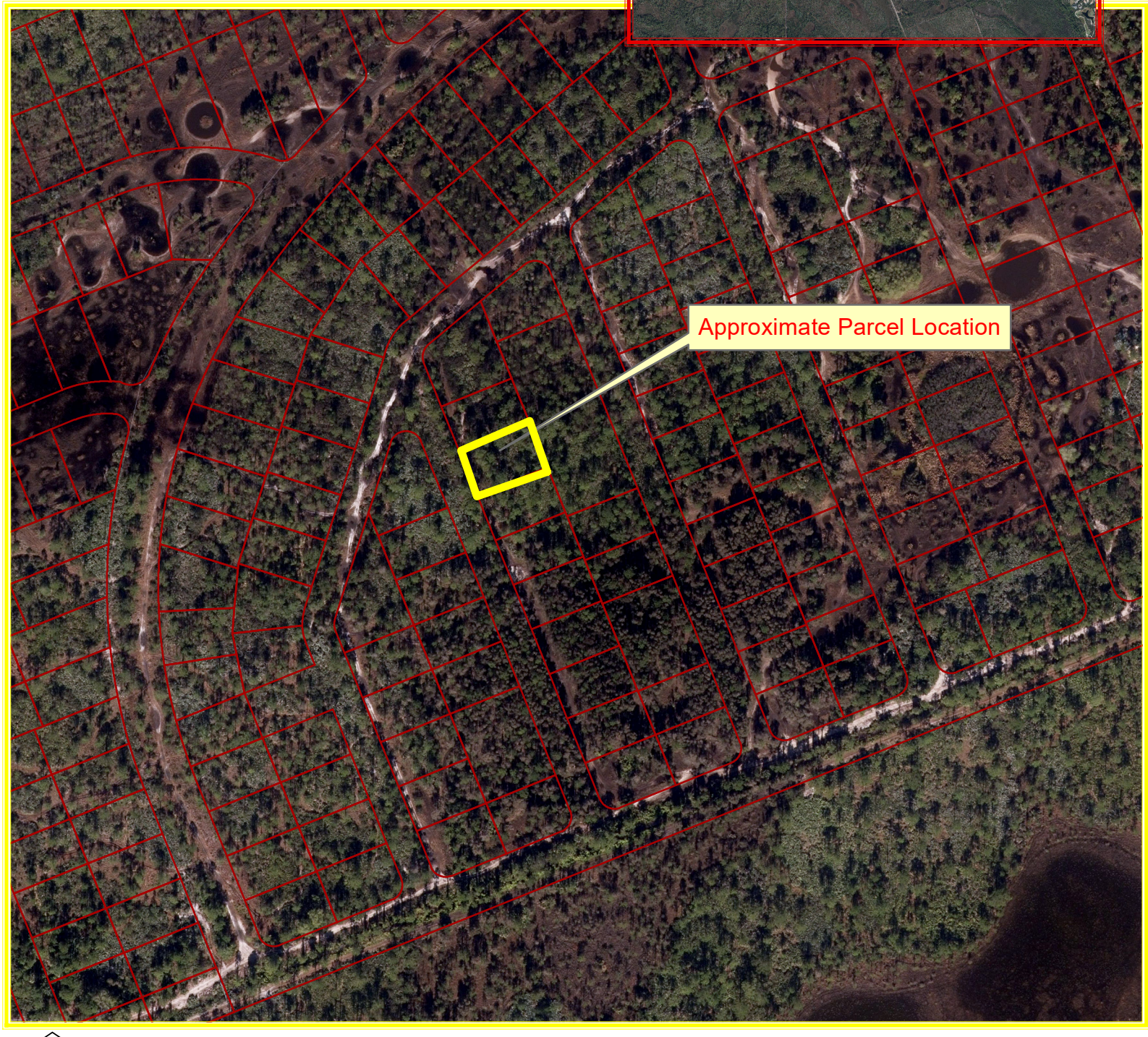
DOCUMENT(S) REQUIRING ACTION:

☐ Budget Transfer / Amendment ☐ Chair Letter ☐ Contract / Agreement
☐ Grant / Application ☐ Notice ☐ Ordinance ☒ Resolution
☐ Other:

MARTIN COUNTY
PUBLIC WORKS DEPARTMENT
REAL PROPERTY #3722

Poinciana Gardens Acq,
Lot 8, Block 19
Karen M. Elrod
Location Map





NOT TO SCALE
2021 AERIAL

EXHIBIT ONLY

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BEFORE THE BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

RESOLUTION NO. 22._____

WHEREAS, Martin County desires to acquire a vacant .203-acre parcel in Poinciana Gardens for conservation purposes from Karen M. Elrod, a single woman,

WHEREAS, by document entitled "Warranty Deed" executed on _____, by Karen M. Elrod, Martin County will acquire the property described in Exhibit "A", attached hereto and made a part hereof; and

WHEREAS, Sec. 139.31 and 139.32, General Ordinances, Martin County Code require that any conveyance of an interest in land to Martin County for any public purpose shall be accepted and approved by resolution by the Board of County Commissioners of Martin County.

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

Martin County hereby accepts and approves the Warranty Deed from Karen M. Elrod.

DULY PASSED AND ADOPTED THIS 3rd DAY OF May, 2022.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

CAROLYN TIMMANN, CLERK OF THE
CIRCUIT COURT AND COMPTROLLER

DOUG SMITH, CHAIRMAN

APPROVED AS TO FORM & LEGAL
SUFFICIENCY:

SARAH W. WOODS, COUNTY ATTORNEY

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This instrument prepared by:

Real Property Division
Mandee Johns, F.R.P.
Martin County
2401 SE Monterey Road
Stuart, FL 34996

Project Name: Poinciana Gardens Acq. Karen Elrod – RPM 3722
Property Address: Lot 8, Block 19, Section 3
PCN: 34-38-42-038-019-00080-0

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WARRANTY DEED

THIS WARRANTY DEED made this _____ day of _____, 2022, by KAREN M. ELROD, a single woman, whose address is 3135 SE Mimosa Street, Stuart, FL 34997, ("Grantor"), to MARTIN COUNTY, a political subdivision of the State of Florida, whose address is 2401 S.E. Monterey Road, Stuart, Florida 34996, ("Grantee").

WITNESSETH, that Grantor, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration paid to Grantor by Grantee, the receipt and sufficiency of which is hereby acknowledged, grants, bargains sells and conveys to Grantee the following described land (the "Property"), situate, lying and being in Martin County, Florida, to-wit:

> Lot 8, Block 19, Section 3, of POINCIANA GARDENS, a subdivision according to the Plat thereof, recorded in Plat book 2, pages 95 and 105, of the Public Records of Martin County, Florida.

SUBJECT TO conditions, restrictions, reservations, limitations and easements of record and taxes for the year 2022 and subsequent years.

TOGETHER, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND, Grantor hereby covenants with Grantee that Grantor is lawfully seized of the Property in fee simple; that Grantor has good right and lawful auhority to sell and convey the Property; and Grantor does hereby fully warrant the title to the Property and will defend the same against the lawful claims of all persons whomsoever.

Grantor further warrants that there are no mortgages encumbering the Property.

Accepted pursuant to
Resolution No. _____

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IN WITNESS WHEREOF, the Grantor has executed these presents the day and year first above written.

WITNESSES:

GRANTOR:

_____
Witness #1 Signature
Printed Name: _____

By: _____
Name: Karen M. Elrod

_____
Witness #2 Signature
Printed Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me ( ) by means of physical presence or ( ) online notarization this _____ day of _____, 2022, by Karen M. Elrod, who is ( ) personally known to me or ( ) has produced _____ as identification.

_____
Notary Public, State of _____
Print Name: _____
My Commission Expires: _____

MARTIN COUNTY
PROPERTY APPRAISER
Jenny Fields, CFA

Basic Info

PIN	AIN	Situs Address	Website Updated
34-38-42-038-019-00080-0	50776	UNASSIGNED	2/4/22

General Information

Property Owners
ELROD, KAREN M

Mailing Address
3135 SE MIMOSA ST
STUART FL 34997

Tax District
DISTRICT FOUR MSTU

Parcel ID
34-38-42-038-019-00080-0

Account Number
50776

Property Address
UNASSIGNED

Legal Description
POINCIANA GARDENS, SEC 3, LOT 8 BLK 19

Use Code/Property Class
0000 - 0000 Vacant Residential

Neighborhood
730081 Poinciana Gardens NW Pocket

Legal Acres
.2030

Ag Use Acres
N/A

Current Value

Year	Land Value	Improvement Value	Market Value	Value Not Taxed	Assessed Value	Total County Exemptions	County Taxable Value
2021	$ 2,500	$ 0	$ 2,500	$ 0	$ 2,500	$ 0	$ 2,500

Market values shown on the website reflect market conditions as of January 1st, the statutory assessment date. We are prohibited by law from relying on sales that occur after the January 1 assessment date. Therefore, market values shown on the website do not reflect today's market conditions, but rather the market conditions last year. In addition, the statutes require the county Property Appraiser to deduct for typical costs of sale (which include expenses such as commissions, title insurance, appraisals, inspection fees, etc.) when arriving at market value for tax purposes. That is why the market value for tax purposes is different from what a property would sell for today.

Current Sale

Sale Date	Grantor (Seller)	Doc Num
7/1/83	SELLER - see file for name	N/A
Sale Price	**Deed Type**	**Book & Page**
$ 4,500	Special Warranty Deed	0576 0278

Legal Description

POINCIANA GARDENS, SEC 3, LOT 8 BLK 19

The legal description is intended for general information only. The Property Appraiser assumes no responsibility for the uses or interpretations of the legal description.

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Agenda Item Summary

File ID: 22-0799 DEPT-7 **Meeting Date:** 5/3/2022

PLACEMENT: Departmental

TITLE:

UPDATE ON THE SEPTIC TO SEWER PROGRAM SERVICE AVAILABILITY AND CONNECTIONS

EXECUTIVE SUMMARY:

The Martin County Septic to Sewer Program has been in progress for approximately three years. Staff is prepared to provide an update on progress to-date, including service availability, number of homes connected and a summary of grant funding.

DEPARTMENT: Utilities and Solid Waste

PREPARED BY: **Name:** Sam Amerson, P.E.
Title: Utilities & Solid Waste Director

REQUESTED BY: Board of County Commissioners

PRESET:

PROCEDURES: None

BACKGROUND/RELATED STRATEGIC GOAL:

At the conclusion of the Tentative Capital Improvement (CIP) presentation at the regular meeting of March 22, 2022, staff was asked to provide an update on the Septic to Sewer Program.

The PowerPoint presentation (will be included with the Supplemental Memo) contains detailed information on progress to date as well as status of projects going forward.

ISSUES:

None

LEGAL SUFFICIENCY REVIEW:

To the extent this item contains legal issues; it has been reviewed for legal sufficiency although this is primarily a matter of Board policy.

RECOMMENDED ACTION:

RECOMMENDATION

None

ALTERNATIVE RECOMMENDATIONS

None

FISCAL IMPACT:

RECOMMENDATION

None

ALTERNATIVE RECOMMENDATIONS

None

DOCUMENT(S) REQUIRING ACTION:

☐ Budget Transfer / Amendment ☐ Chair Letter ☐ Contract / Agreement

☐ Grant / Application ☐ Notice ☐ Ordinance ☐ Resolution

☐ Other:

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BCC MEETING DATE: May 3, 2022
AGENDA ITEM: DEPT-7

MARTIN COUNTY, FLORIDA
SUPPLEMENTAL MEMORANDUM

TO: Honorable Members of the Board of County Commissioners

DATE: April 26, 2022

VIA: Taryn Kryzda
County Administrator

FROM: Sam Amerson, P.E.
Utilities & Solid Waste Director

REF: 22-0799

SUBJECT: UPDATE ON THE SEPTIC TO SEWER PROGRAM SERVICE AVAILABILITY AND CONNECTIONS

PowerPoint presentation for the update on the Septic to Sewer Program.

Reviewed by County Attorney's Office

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MARTIN COUNTY
CONNECT TO PROTECT

MARTIN COUNTY
UTILITIES & SOLID WASTE DEPARTMENT

BOCC SEPTIC TO SEWER PROGRAM UPDATE
MAY 3, 2022

SAM AMERSON, P.E.
UTILITIES & SOLID WASTE DIRECTOR


MARTIN COUNTY
CONNECT TO
PROTECT

PROJECTS COMPLETED TO DATE

FEBRUARY 2019 – MARCH 2022

- Grinder Sewer

  11 neighborhoods/service availability to 1500 parcels: Jensen CRA, North Mapp, Palm Lake Park, North Sewall's Point, Magnolia Bluff, Tropical Farms, Indian River Drive, Palm Lake Estates, Savannah Highlands, and Rio West

- Vacuum Sewer

  1 neighborhood/service availability to 292 parcels: North River Shores Phase II





PROJECTS UNDER CONSTRUCTION

CURRENTLY UNDERWAY

- Grinder Sewer

  2 neighborhoods/service availability to 206 parcels:

  Hideaway Isle, Rio South

- Vacuum Sewer

  1 neighborhood/service availability to 775 parcels:

  Golden Gate





PROJECTED PROJECTS

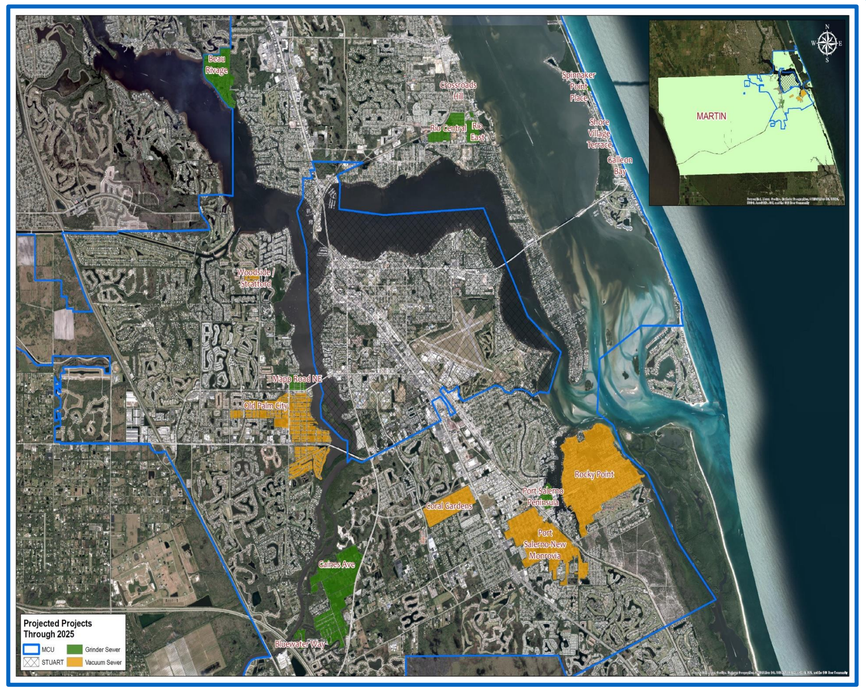
THROUGH 2025

- Grinder Sewer

  10 neighborhoods/service availability to 1870 parcels: NE Mapp, Port Salerno Peninsula, Bluewater Way, Misc. Hutchinson, Rio Central, Gaines Ave, Beau Rivage, Rio East/Crossroads, TBD (2)

- Vacuum Sewer

  5 neighborhoods/service availability to 3640 parcels: Stratford Downs / Woodside, Coral Gardens, Old Palm City, Port Salerno / New Monrovia, Rocky Point



CONNECTION FAQ'S

Service availability 2019-2022

- 1792 parcels
- Connected to date: 757 (42%)

Service availability 2019-2025

- 8283 parcels

Program average grinder sewer connection rate

- 32% first year

Program average vacuum sewer connection rate

- 63% first year

CURRENT GRANT AWARDS

Granting Agency	Grant Program	Assigned Project	Approved Dollars	Grant Period	Award Basis
FDEP	Nonpoint Source Management Program	Golden Gate (vacuum & grinder)	$750,000	2021-2025	Single
FDEP	Nonpoint Source Management Program	Old Palm City (vacuum & grinder)	$850,000 (pending)	2022-2026	Single
IRL Council	IRLNEP Water Quality Restoration	Various Grinder Sewer Communities	$500,000	2021-2023	Multiple (Annual)
SFWMD	IRL Water Quality Improvement	Old Palm City (vacuum)	$2,500,000	2021-2022 (amendment pending)	Single
FDEP/Legislative Appropriations	Water Quality Restoration	Golden Gate (vacuum)	$2,000,000	2020-2021 (amendment pending)	Single
FDEP/Legislative Appropriations	Water Quality Restoration	Port Salerno/New Monrovia (vacuum)	$500,000	2023-2025	Single
FDEP	Protecting Florida Together	Port Salerno/New Monrovia (vacuum)	$8,000,000	2022-2025	Single
FDEP	Protecting Florida Together	Rocky Point (vacuum)	$10,000,000	2022-2025	Single
Total Award to Date			**$25,100,000**		



QUESTIONS?

File ID: 22-0800 DEPT-8 **Meeting Date:** 5/3/2022

PLACEMENT: Departmental

TITLE:

UPDATE ON THE PREFERRED ALTERNATIVE FOR PROVIDING ADDITIONAL WATER TREATMENT CAPACITY FOR WESTERN PALM CITY AREA

EXECUTIVE SUMMARY:

Martin County Comprehensive Plan, Policy 11.1B.8. states: To ensure capacity of the regional water system, Martin County shall begin to design essential improvements when the system reaches 80 percent of total rated capacity. Construction will begin when the system reaches 90 percent of total rated capacity. No additional reservations shall be made at 100 percent of rated capacity unless construction of improvements is underway. Demand is at 82.3% of current capacity and 79.4% of uprated capacity, therefor design for additional capacity is scheduled to begin on FY2023.

DEPARTMENT: Utilities and Solid Waste

PREPARED BY: **Name:** Sam Amerson, P.E.
Title: Utilities & Solid Waste Director

REQUESTED BY:

PRESET:

PROCEDURES: None

BACKGROUND/RELATED STRATEGIC GOAL:

In planning for additional water treatment capacity, Kimley-Horn was contracted to provide a Water Treatment Plant Capacity Evaluation. The purpose of the report was to provide a capacity analysis and technical evaluation uprate each of three (3) Martin County Utilities' water treatment facilities to provide additional system capacity beyond the current master plan capacity of 22.5 gallons per day (MGD). This evaluation was limited to existing MCU sites in effort to reduce capital expenses and provide a phased approach towards maintaining adequate treatment capacity. It is assumed that an additional 1.25 MGD of capacity, up to 23.5 MGD of system treatment capacity will be needed as a result of the Western Palm City growth outside of the current service area. Based on the evaluation, the following is noted:

- **Martin Downs** expansion is the most economically feasible (capital & operating costs) option for immediate expansion of 2 MGD.
- **Tropical Farms** is the second most economically feasible option for expansion of 2 MGD.
- **Jensen Beach** is the least economically feasible option for expansion of 2 MGD.

From staff perspective, Martin Downs expansion is the preferred option. Staff has requested funds in FY 2023 for the design and permitting phase. The PowerPoint presentation (will be a Supplemental Memo) contains some additional information and a conceptual site plan for the Martin Downs expansion.

ISSUES:

None

LEGAL SUFFICIENCY REVIEW:

To the extent this item contains legal issues; it has been reviewed for legal sufficiency, although this is primarily a matter of Board policy.

RECOMMENDED ACTION:

RECOMMENDATION

Move that the Board support the Martin Downs water treatment capacity expansion as the preferred alternative to provide for additional demand in the western Palm City area.

ALTERNATIVE RECOMMENDATIONS

Move that the Board provide further direction to staff.

FISCAL IMPACT:

RECOMMENDATION

The tentatively adopted FY 2023 Capital Improvement Plan (CIP) identifies the proposed expense and revenue for the recommended action.

ALTERNATIVE RECOMMENDATIONS

None

DOCUMENT(S) REQUIRING ACTION:

☐ Budget Transfer / Amendment ☐ Chair Letter ☐ Contract / Agreement
☐ Grant / Application ☐ Notice ☐ Ordinance ☐ Resolution
☐ Other:

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BCC MEETING DATE: May 3, 2022
AGENDA ITEM: DEPT-8

MARTIN COUNTY, FLORIDA
SUPPLEMENTAL MEMORANDUM

TO: Honorable Members of the Board of County Commissioners **DATE:** April 26, 2022

VIA: Taryn Kryzda
County Administrator

FROM: Sam Amerson, P.E.
Utilities & Solid Waste Director

REF: 22-0800

SUBJECT: UPDATE ON THE PREFERRED ALTERNATIVE FOR PROVIDING ADDITIONAL WATER TREATMENT CAPACITY FOR WESTERN PALM CITY AREA

PowerPoint presentation for the update on the preferred alternative for providing additional water treatment capacity for Western Palm City area.

Reviewed by County Attorney's Office

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MARTIN COUNTY
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MARTIN COUNTY
UTILITIES & SOLID WASTE DEPARTMENT

WATER TREATMENT CAPACITY EVALUATION
BOCC MEETING MAY 3, 2022

Samuel Amerson, P.E. Utilities & Solid Waste
Mark Miller, P.E., Kimley-Horn and Associates, Inc.

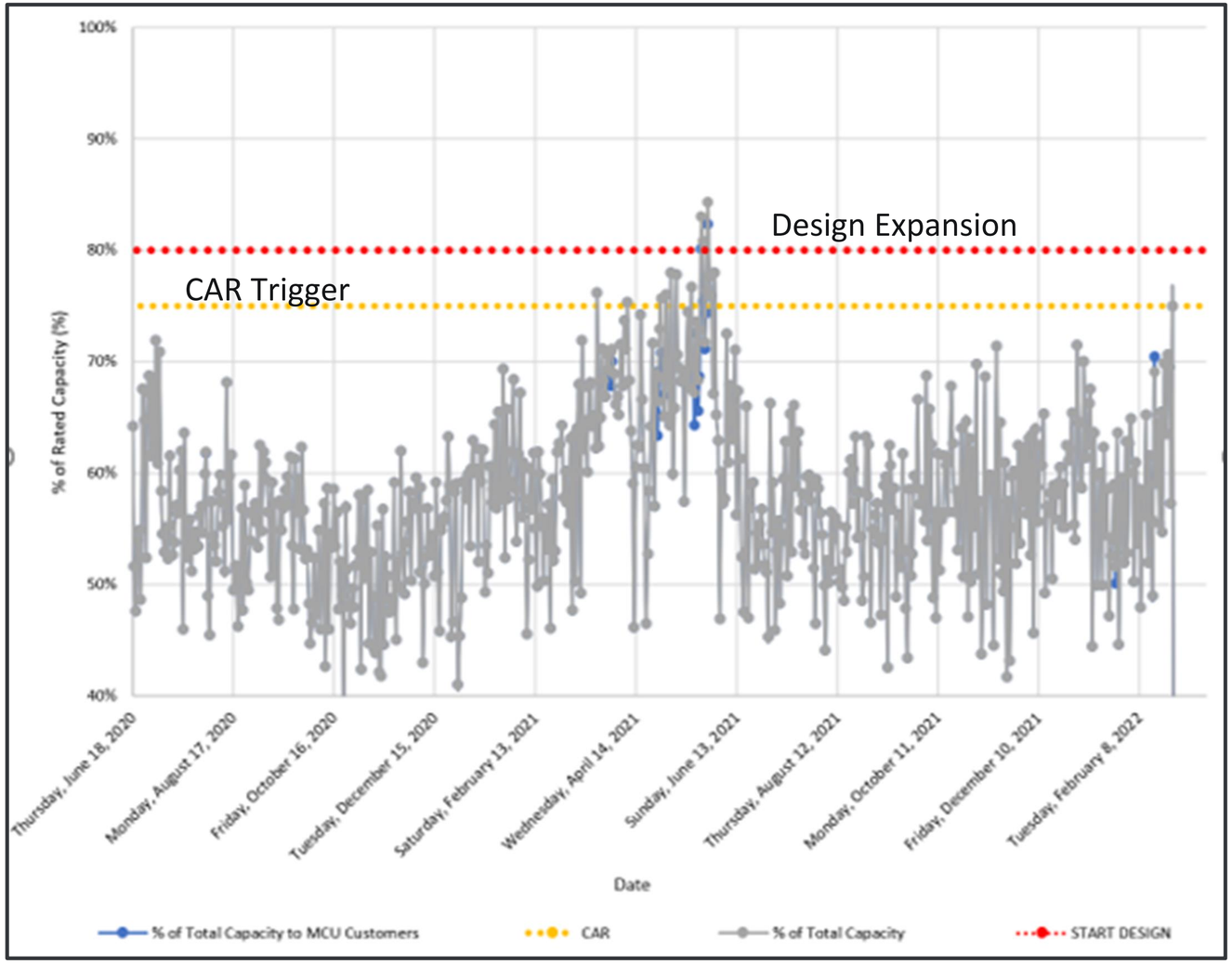
RULES AND REGULATIONS FOR WTP CAPACITY

- Florida Department of Environmental Protection (62-555.348(3)(a) F.A.C.)
  - Submit capacity analysis report (CAR) at **75%** of system design rated capacity

✓ CAR submitted October 2021

- Martin County Comprehensive Plan (Chapter 11 Section 5 Policy 11.1B.8.)
  - Begin design improvements at **80 %** of total system rated capacity
  - Begin construction at **90 %** of system total rated capacity
  - No additional reservations at 100 percent of rated capacity unless construction of improvements is underway

MARTIN COUNTY WATER SYSTEM CAPACITY AND FLOWS JUNE 2020-FEBRUARY 2022



CAPACITIES AND FLOWS

- Consolidated Water Treatment System Capacity

Current	18.8 MGD
Pre-Phase 1 (Tropical Farms Re-Rating)	19.5 MGD (+0 .7 MGD)
Phase 1 (Martin Downs WTP Improvements)	22.5 MGD (+ 3 MGD)
Phase 2 / Build out	24.5 MGD (+ 2 MGD)

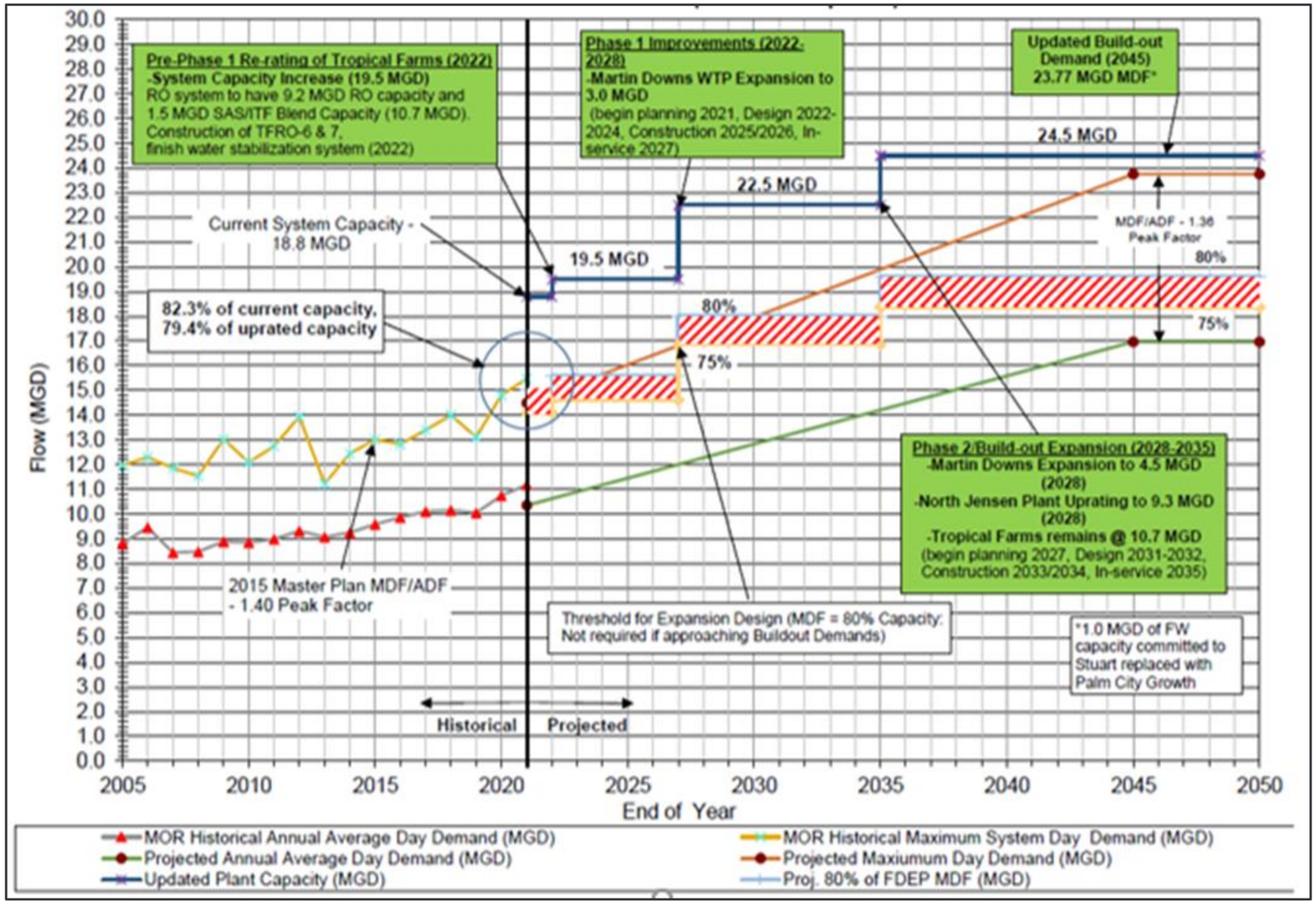
  - Build out assumes no additional service area proposed

- Flows

Annual Average Daily Water Demand	11.164 MGD
Maximum Daily Flow (Past 12 Months)	15.475 MGD (82%)
Population Served (February 2022)	98,379

  - Large system designation at 100,000

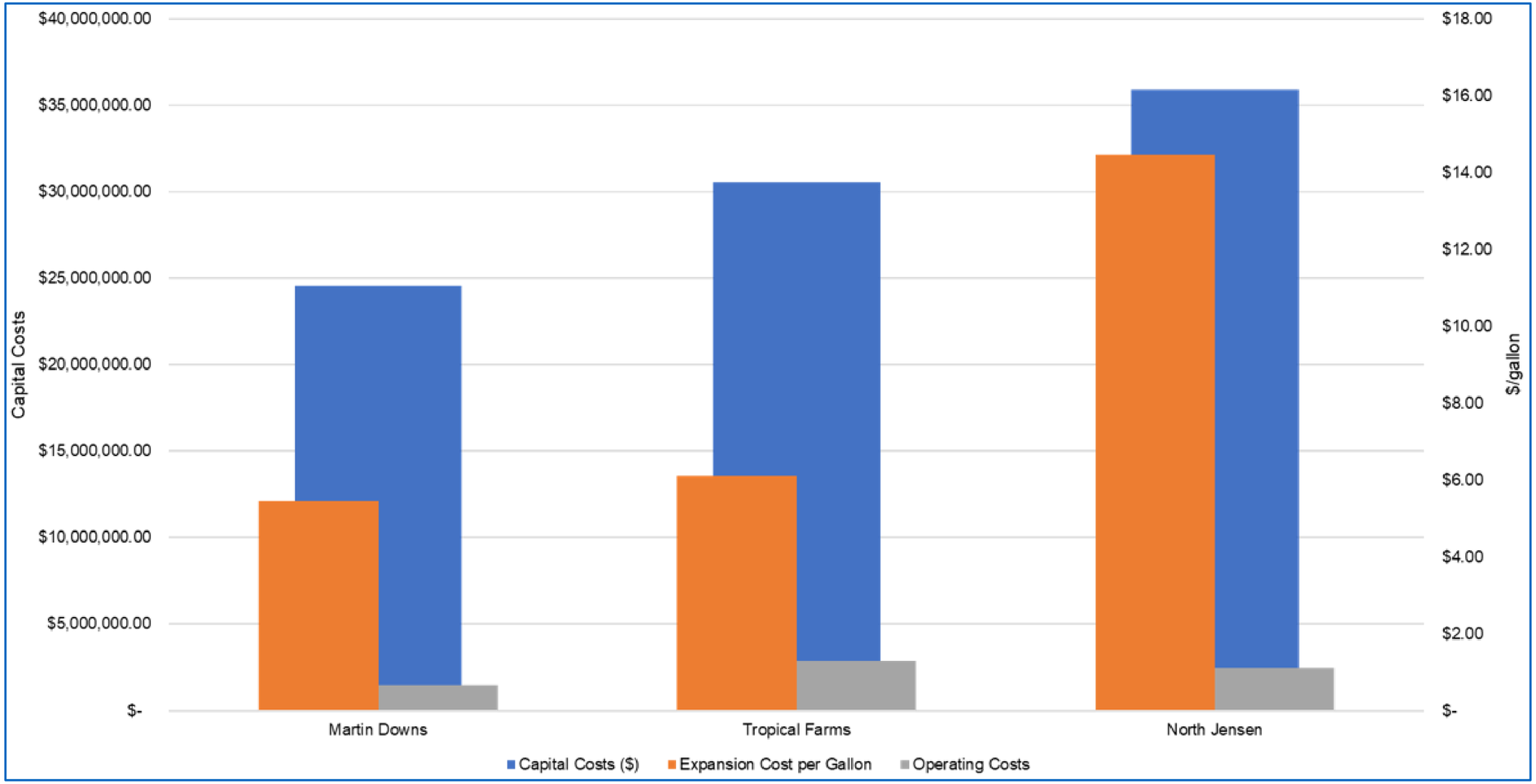
PAST TOTAL WATER PRODUCTION AND PROJECTED TOTAL WATER DEMAND



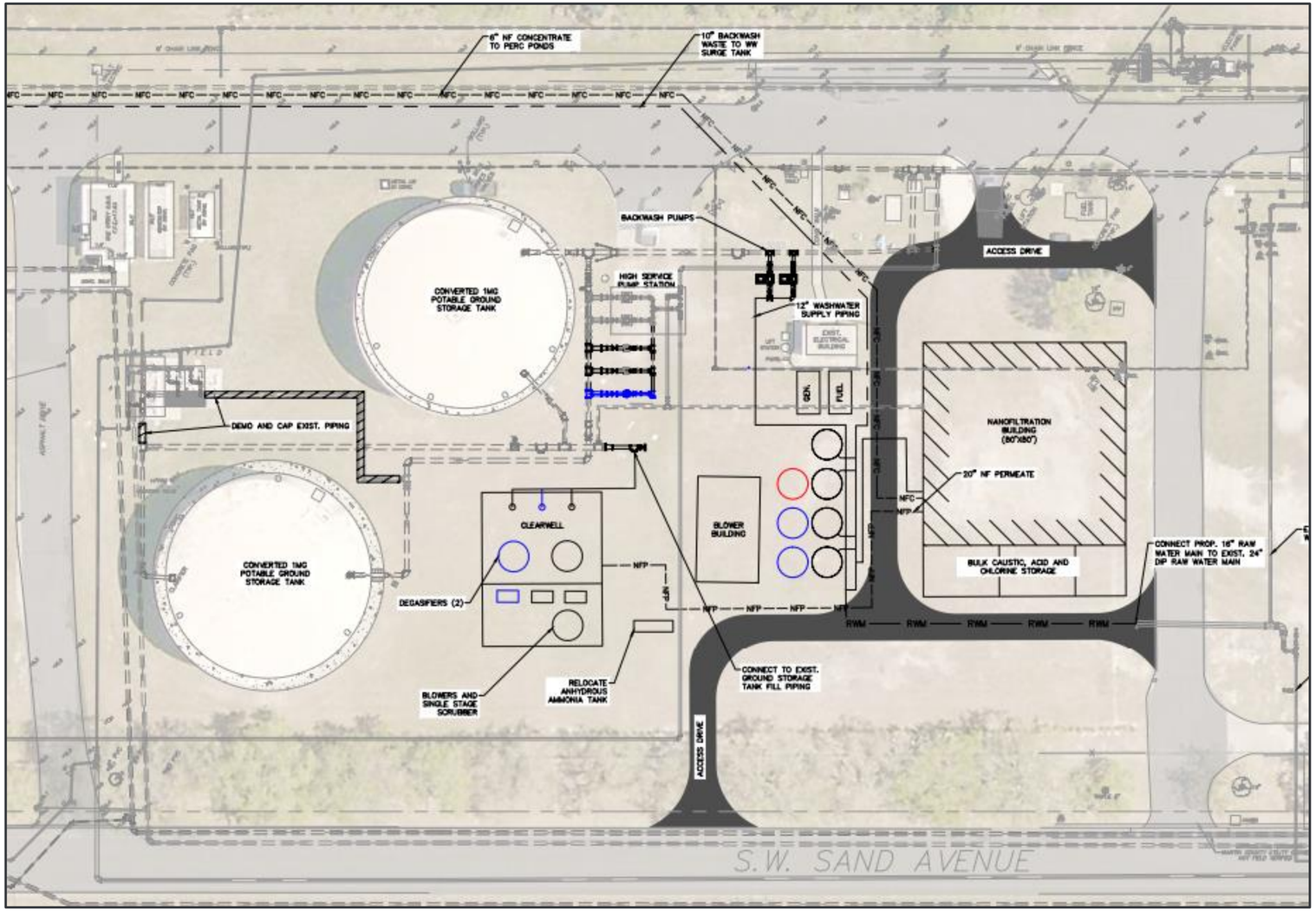
WTP CAPACITY EXPANSION EVALUATION

Site	North Jensen	Tropical Farms	Martin Downs
Existing Capacity	**8.8 MGD**	**10 MGD (10.7 MGD)**	**N/A**
Expandable to	9.3 MGD	13.5 MGD	4.5 MGD
Expansion Cost	$14.48 per Gallon	$6.11 per Gallon	$5.46 per Gallon
Operating Costs	$8.5/kgal	$6/kgal	$4.5/kgal
Infrastructure in place			
Future Expandability		✓	✓
MCU Owned Site	✓	✓	✓
Site Space Available		✓	✓
Adequately Staffed	✓	✓	
Existing Wellfield Capacity			✓
Water Use Allocation Available			✓
Potable Reuse Application		✓	✓
Concentrate Disposal		✓	✓
Available Storage			✓
Benefits Western Expansion			✓

2022 COST ESTIMATES



MARTIN DOWNS WTP CONCEPTUAL DESIGN



PREFERRED ALTERNATIVE: MARTIN DOWNS

WHAT ALREADY EXISTS

- Optimal Location to Serve Existing System And Western Corridor
- Site Large Enough For 4.5 MGD Treatment
- 4 Surficial Wells with 2 MGD Water Use Allocation
- Ground Storage Tank
- Reuse Infrastructure
- Percolation Ponds (Limited Concentrate Disposal)
- High Service Pump Station Slated For FY23



OTHER BENEFITS

- Provides Most Economical Option
- Improved Fire Flow Capability
- Improves Low Flow Issues
- Wellfield Expansion Possible (Both Surficial And Floridan Sources)
- High Potential for Indirect Potable Reuse



FUTURE NEEDS

- Additional staffing required
- Concentrate disposal well for Floridan/RO option

TROPICAL FARMS ALTERNATIVE

PROS

- No Additional Staff Required
- Wellfield Exists to Support The RO System Expansion
- Site Set Up for Expansion

CONS

- Surficial Aquifer Capacity in Tropical Farms Area is Limited
- Higher Capital Costs than Martin Downs
- Highest Operating Costs of All Expansion Options
- Does NOT Resolve Low Pressure Issues in Western Palm City





NORTH JENSEN ALTERNATIVE

PROS

- SAS Allocation Already Exists

CONS

- Concentrate Disposal Limited by Current Injection Well Sizing (2nd DIW Most Likely Required)
- Existing Electrical System is Limited
- Expansion Limited to Site Constraints
- Clearwell Capacity Limited
- Minimal Capacity Gained Through Feasible Expansion (< 0.5 MGD)

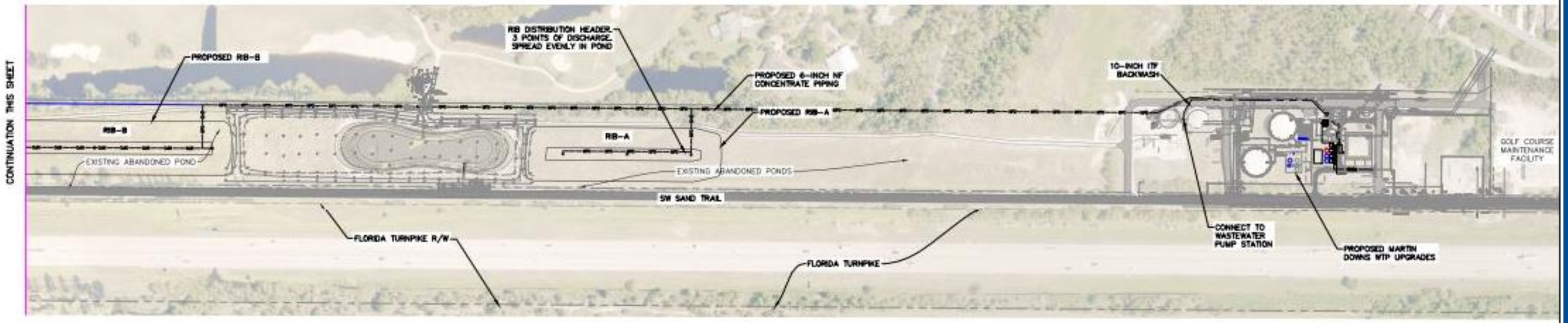


RECOMMENDATIONS



- BEGIN DESIGN MARTIN DOWNS WTP FY23 (OCTOBER 2022)
  - Per CIP
- UPDATE MASTER PLAN FY23
  - Most Recent Master Plan Completed In 2015
  - Need Updated Growth/Population Projections
  - Include >100,000 Customer Services
- SPOTLIGHT ON WATER CONSERVATION
  - 2 Day/Week Year-Round Irrigation Ordinance Effective June 2022
  - Reduce High Potable Water Use for Irrigation
    - Public Outreach & Education
    - Add More Stringent High Use Tier to Water Rate Structure

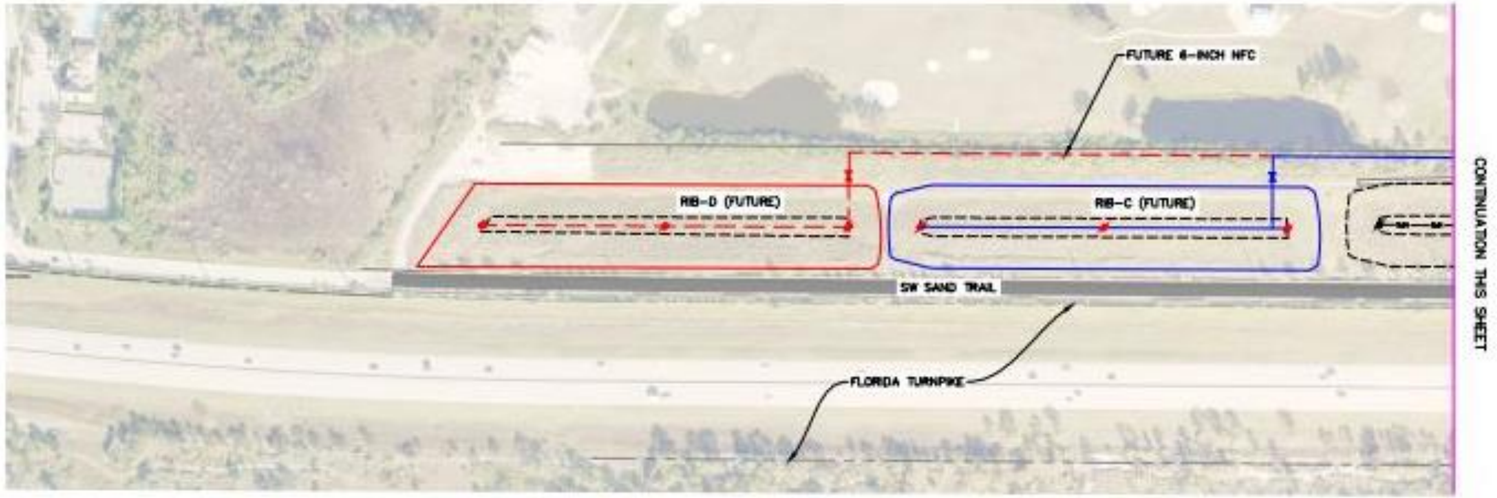




QUESTIONS?

LEGEND:

- PHASE 1: 2 MGD
- PHASE 2: 3 MGD
- PHASE 3: 4.5 MGD
- NANOFILTRATION CONCENTRATE
- NANOFILTRATION PERMEATE
- PIPE TO BE DEMOLISHED



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Board of County Commissioners

2401 SE Monterey Road
Stuart, Florida 34996

Agenda Item Summary

Additional Item

File ID: 22-0793 DEPT-9 **Meeting Date:** 5/3/2022

PLACEMENT: Departmental

TITLE:

DISCUSSION AND APPROVAL OF A RESOLUTION SUPPORTING THE MEDICAL EXAMINER'S NEED FOR A NEW FACILITY TO BE LOCATED ON INDIAN RIVER STATE COLLEGE'S TREASURE COAST PUBLIC SAFETY TRAINING COMPLEX PROPERTY IN FORT PIERCE

EXECUTIVE SUMMARY:

The 19th District Medical Examiner has asked the four counties of the 19th District to consider funding a new facility. Senator Gayle Harrell has requested that each of the counties in the 19th District adopt a resolution to support the request for a new facility and to support requesting funding from State and Federal partners.

DEPARTMENT: Administration

PREPARED BY: **Name:** Taryn G. Kryzda
Title: County Administrator

REQUESTED BY: Senator Gayle Harrell (Resolution)

PRESET:

PROCEDURES: None

BACKGROUND/RELATED STRATEGIC GOAL:

At the October 26, 2021 Treasure Coast Tri-County (Indian River, St. Lucie & Martin Counties) meeting the 19th District Medical Examiner, Dr. Patricia Aronica, did a presentation on the existing Medical Examiner's building and the need for a new facility. On October 29, 2021, Senator Gayle Harrell (who was in attendance at the 10/26/21 joint meeting) sent a letter to the Board of County Commissioners (Board) requesting that each of the 19th District counties (Indian River, St. Lucie, Martin and Okeechobee) appoint a Commissioner to be a representative on an Advisory Task Force (Task Force) that she was creating and would be facilitating. The purpose of the Task Force is to provide solutions to an on-going issue and communicate all progress from the Task Force to their respective Board's for further consideration. Commissioner Stacey Hetherington was appointed by the Board to the Task Force. The Task Force has met twice at Indian River State College (IRSC) in Ft. Pierce to discuss the situation. At the last Task Force meeting on March 24, 2022, Senator Harrell asked for each of the counties to adopt a resolution supporting the Medical Examiner's need for a new facility and to seek funding from grants, appropriations, or other state and federal financial assistance.

The Medical Examiners in Florida fall under the purview of the Medical Examiners Commission which is under the purview of Florida Department of Law Enforcement (FDLE). Chapter 406 of Florida State Statute (FS) has two parts: Medical Examiners (FS 406.01 - FS 406.17) and Disposition of Human Remains (FS 406.49 - FS 406.61). Medical Examiner Districts are established by the Medical Examiners Commission, the Medical Examiner's 19th District includes the same counties as the 19th Judicial Circuit. FS 406.08 'Payment of fees, salaries, and expenses: transportation costs; facilities' essentially states that the medical examiner will submit an annual budget request to the Board of County Commissioners. Each of the four counties in the 19th District pay a portion of the annual Medical Examiner's budget based upon the number of autopsies and deaths for each of the counties and the total number of autopsies and deaths for all of the 19th District counties, from the previous year's actual data. The Fiscal Year 2022-2023 (FY23) 19th District Medical Examiner's (Medical Examiner) budget request is $4,125,180 with a reduction of $975,000 in unused funds for a total of $3,150,180, the percentage split for the four counties is St. Lucie County 46.11%, Indian River County 24.36%, Martin County 22.42%, and Okeechobee County 7.11%. Martin County's obligation for FY23 will be $706,408 (after applying unused funds) compared to FY22 budget of $490,349, her budget proposal letter dated March 22, 2022 indicates an overall increase in her budget request is 37.60% over the prior year. Part of the justification for the increase is due to an increase in caseload. The most significant increase in the number of deaths and autopsies was from 2019 to 2020 and then 2020 to 2021. Prior to that, the increase was not as significant, nor is there an indication as to how the statistics were impacted by COVID-19.

Currently, the Medical Examiner has a facility located on the IRSC campus on Virginia Avenue in Ft. Pierce. The facility is roughly 9,500 square feet of space built in 1975. The facility that is being proposed by the Medical Examiner (from the Medical Examiner's presentation on 10/26/21) is based upon other medical examiner facilities and could be at least 17,000 square feet with a cost that is presently estimated to be $18M to $20M just for the building (land has been donated). The proposed location will be on an existing 2 acres that are adjacent to IRSC's Treasure Coast Public Safety Training Complex. IRSC's Board of Trustees entered into a memorandum of understanding to provide the parcel to the Medical Examiner for free with a long-term lease. Dr. Moore, President of IRSC, indicated in a meeting that having the Medical Examiner as an integral part of IRSC's facility will be beneficial to IRSC and their nursing and other forensic related programs. If the cost of the facility is to be $18.0M, based upon the existing formula, the County would need to be willing to fund $4.1M toward the new facility. In section FS 406.08(5) it states, 'Autopsy and laboratory facilities utilized by the district medical examiner or his or her associates may be provided on a permanent or contractual basis by the counties within the district.' The proposed facility by the Medical Examiner per the presentation that was given includes: separate decomposition room which would double as an infectious case room (COVID), stand-by generator for entire building during possible prolonged outages, space for possibility of mass fatality processing areas, viewing rooms for families standing guard over comrades, family room for private conversation with families, sterile room for tissue recovery, and conference space/library for depositions and lectures increasing education. There are also proposed offices for future expansion and other added square footage for areas that are not 'autopsy and laboratory' facilities.

St. Lucie County (SLC) has adopted a resolution whereby the SLC County Administrator is directed to enter into discussions with the other 19th District counties, the Medical Examiner and the Trustees leading into an agreement to design and construct a new Medical Examiner facility to be located on the campus of IRSC, and the SLC County Administrator and Legislative Affairs Director are directed to support and submit requests for state and federal funding to assist in funding the cost of designing and constructing a new Medical Examiner facility. Indian River County (IRC) has their resolution planned for discussion and adoption on May 3, 2022. The draft resolution that was provided directs

the IRC County Administrator to enter into discussions with the other 19th District counties, the Medical Examiner and the Trustees leading into an agreement to conduct a needs assessment, design and construct a new Medical Examiner facility to be located on the campus of IRSC, and is directed to support and submit requests for state and federal funding to assist in funding the cost of designing and constructing a new Medical Examiner facility. Okeechobee County's resolution was developed based upon IRC's language and was approved on April 26, 2022 with the same direction to the Okeechobee County Administrator as was reflected in IRC's resolution. Martin County's resolution language is the same as IRC and Okeechobee.

Senator Harrell and Representative Trabulsy would like to submit an Appropriation Project Request (APR) for $2M for the next legislative session to begin planning and design for the Medical Examiner. District 1 (Escambia, Santa Rosa, Okaloosa and Walton counties) has submitted two APRs on behalf of the FDLE for planning and design for their District 1 Medical Examiner to build a new facility. In 2021 the APR submitted by District 1 was for $500,000, and the state allocated $250,000, in 2022 their APR was for $500,000 and in the current budget awaiting the Governor's approval, reflects $500,000 for that APR. The request from Senator Harrell for a resolution of support from all counties in the 19th District, is necessary for her to proceed with submitting an APR for $2M.

When the Medical Examiner first began asking for the funding for a new facility (May 11, 2021) staff asked the County Attorney's office to render an opinion based upon state statute and the interlocal agreement with the Medical Examiner. The opinion provided indicated that there was no requirement for the counties to provide the Medical Examiner with a new facility. Staff has also taken the position that the Medical Examiner is similar to the Health Department and the County has extremely limited powers with regard to the operation of the Medical Examiner, who the Medical Examiner is (appointed by the Medical Examiner Commission through FDLE), again similar to the Health Department (reports directly to the Florida Surgeon General). When the Health Department needed a new facility, the State funded it, and the County maintains it. Staff has also received an Attorney General's (AG) opinion that was done on Medical Examiners, duties and responsibilities (the initial inquiry was focused on an audit that was done on the 21st District Medical Examiner) and within that AG opinion, it states 'Medical examiner districts are distinct and independent statutory entities created for restricted purposes; they are not state agencies, as their prescribed powers are definitely confined to a less than statewide area. Similarly, while there appear to be several medical examiner districts that encompass only one county, the districts' mandates may reach across county lines. Officers of a special district "are neither state nor county officers." Thus, it is my opinion that a district medical examiner is a district officer rather than a state or county officer.' It goes on further to explain that 'Chapter FS 116 and collection of funds and payment to the state or county treasury and the chapter does not apply to medical examiners. And similarly, Chapter FS 145 sets the compensation of county officials such as clerk, sheriff, supervisor of elections it does not prescribe the compensation of a district medical examiner.' It goes on further to state that other parts of the statute referencing officer, 'means county officer and that the medical examiner is not a county officer.' The reason that correlation is important, those same county officers (clerk, sheriff, supervisor of elections), the statutes are clear in the fact that the County will provide them with adequate facilities, if there is a determination that the Medical Examiner is not a county officer, then there is no statutory responsibility to provide funding for a capital expense to build a new facility.

The resolution drafted by the County Attorney's office is like the one IRC and Okeechobee adopted. The County's resolution does not bind the County to provide future funding for planning, design and construction of a new Medical Examiner facility. If the APR Senator Harrell and Representative Trabulsy submit does not get approved or fully funded, then the County may need to place funding for the initial planning and design (estimated to be $2M) in the budget, the County's portion, based

upon the current funding percentage for the Medical Examiner would be $448,400.

ISSUES:

From a budgetary perspective, other counties, like St. Lucie County, will most likely see a larger increase in their tax base due to the amount of industrial and commercial construction that has taken place there for the last few years. St. Lucie County was also successful in obtaining an additional half -cent infrastructure sales tax for ten years, for roads, sidewalks, and water quality projects, which alleviates ad valorem taxes being utilized to fund those projects. Martin County is anticipating a modest increase in the tax base, which limits the County's ability to fund a large capital project for a new Medical examiner facility without making other possible reductions in other areas of the County's budget.

A needs assessment should be done to determine the size of the facility based upon specific and required responsibilities. The County may determine to fund a portion of the facility as required by statute. The size that the Medical Examiner is referencing, is twice the size of the current facility and has additional square footage for future expansion.

Martin County may want to take the position that the Counties should only commit monetarily to a Medical Examiner facility based upon monies that the State allocates, as a 50% match scenario at the pro-rated formula used to fund her budget request. The Board could decide to send a letter to FDLE asking that they consider funding this facility, like the State funded the Health Department building, and the counties would continue to maintain the facility per an interlocal agreement.

It is anticipated that this new facility needs assessment, planning, design and construction will take at least five years to complete.

LEGAL SUFFICIENCY REVIEW:

This item has been reviewed for legal sufficiency.

RECOMMENDED ACTION:

RECOMMENDATION

Move the Board adopt the resolution directing the County Administrator to enter into discussions leading to an agreement to design and construct a new medical examiner facility and to support requests for State and Federal financial assistance.

ALTERNATIVE RECOMMENDATIONS

None

FISCAL IMPACT:

RECOMMENDATION

Will be dependent upon other financial assistance from the State and other possibilities.

ALTERNATIVE RECOMMENDATIONS

None

DOCUMENT(S) REQUIRING ACTION:

☐Budget Transfer / Amendment ☐ Chair Letter ☐Contract / Agreement

☐Grant / Application ☐Notice ☐Ordinance ☒Resolution

☐Other:

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BEFORE THE BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

RESOLUTION NUMBER _____

A RESOLUTION OF THE MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS DIRECTING THE COUNTY ADMINISTRATOR TO ENTER INTO DISCUSSIONS LEADING TO AN AGREEMENT TO DESIGN AND CONSTRUCT A NEW MEDICAL EXAMINER FACILITY AND TO SUPPORT REQUESTS FOR STATE AND FEDERAL FINANCIAL ASSISTANCE

WHEREAS, effective October 1, 2018, the District 19 Counties (collectively Indian River County, Martin County, Okeechobee County and St. Lucie County) entered into a Second Amended and Restated Interlocal Agreement ("Agreement") that provides for cost sharing of medical examiner services and related matters; and

WHEREAS, the Medical Examiner for District 19 has declared a need for a new facility to properly complete her statutory duties; and

WHEREAS, Section 406.08(5), Florida Statutes, provides that autopsy and laboratory facilities utilized by the district medical examiner or his or her associates may be provided on a permanent or contractual basis by the counties within the district; and

WHEREAS, a Medical Examiner's Advisory Task Force that included representatives from the District 19 Counties was created to review the Medical Examiner's request for a new facility; and

WHEREAS, the Advisory Task Force has reviewed and supports the Medical Examiner's request for a new facility; and

WHEREAS, the Medical Examiner's facility is a regional resource that supports services in the four counties within District 19; and

WHEREAS, Section 406.02(4)(c), Florida Statutes, provides that the Medical Examiners Commission shall oversee the distribution of state funds for the medical examiner districts, and

WHEREAS, the District Board of Trustees of Indian River State College ("Trustees") has entered into a Memorandum of Understanding with the District 19 Medical Examiner wherein the Trustees have agreed to negotiate a long term lease of 2 acres of Trustees owned land for the construction of a new Medical Examiner's facility; and

WHEREAS, St. Lucie County is willing to serve as the contract manager in the procurement process leading to the design and construction of a new medical examiner facility and Martin County agrees to have St. Lucie County serve as the contract manager; and

WHEREAS, Martin County conceptually agrees to utilize the funding formula set out in the Agreement referenced above to allocate funding for the design and construction of a new medical examiner facility; and

WHEREAS, Martin County supports requesting state and federal funding to assist in financing the cost of designing and constructing a new medical examiner facility; and

WHEREAS, this Board has determined that it is in the best interest of the health, safety and welfare of the citizens of Martin County, Florida to support funding sources for the design and construction of a new medical examiner facility as set out above.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, Martin County, Florida:

1. This Board adopts and ratifies those matters set forth in the foregoing recitals.

2. The County Administrator is directed to enter into discussions with the other District 19 Counties, the Medical Examiner and the Trustees leading to an agreement to conduct a needs assessment, design and construct a new medical examiner facility to be located on the campus of Indian River State College in Fort Pierce, Florida.

3. The County Administrator is directed to support and submit requests for state and federal funding to assist in funding the cost of designing and constructing a new medical examiner facility.

4. This resolution shall take effect upon adoption.

DULY PASSED AND ADOPTED THIS 3rd DAY OF MAY 2022.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

CAROLYN TIMMANN, CLERK OF THE
CIRCUIT COURT AND COMPTROLLER

DOUG SMITH, CHAIRMAN

APPROVED AS TO FORM & LEGAL
SUFFICIENCY:

SARAH W. WOODS, COUNTY ATTORNEY

Informational Materials Submitted with Agenda Item for Medical Examiner Resolution:

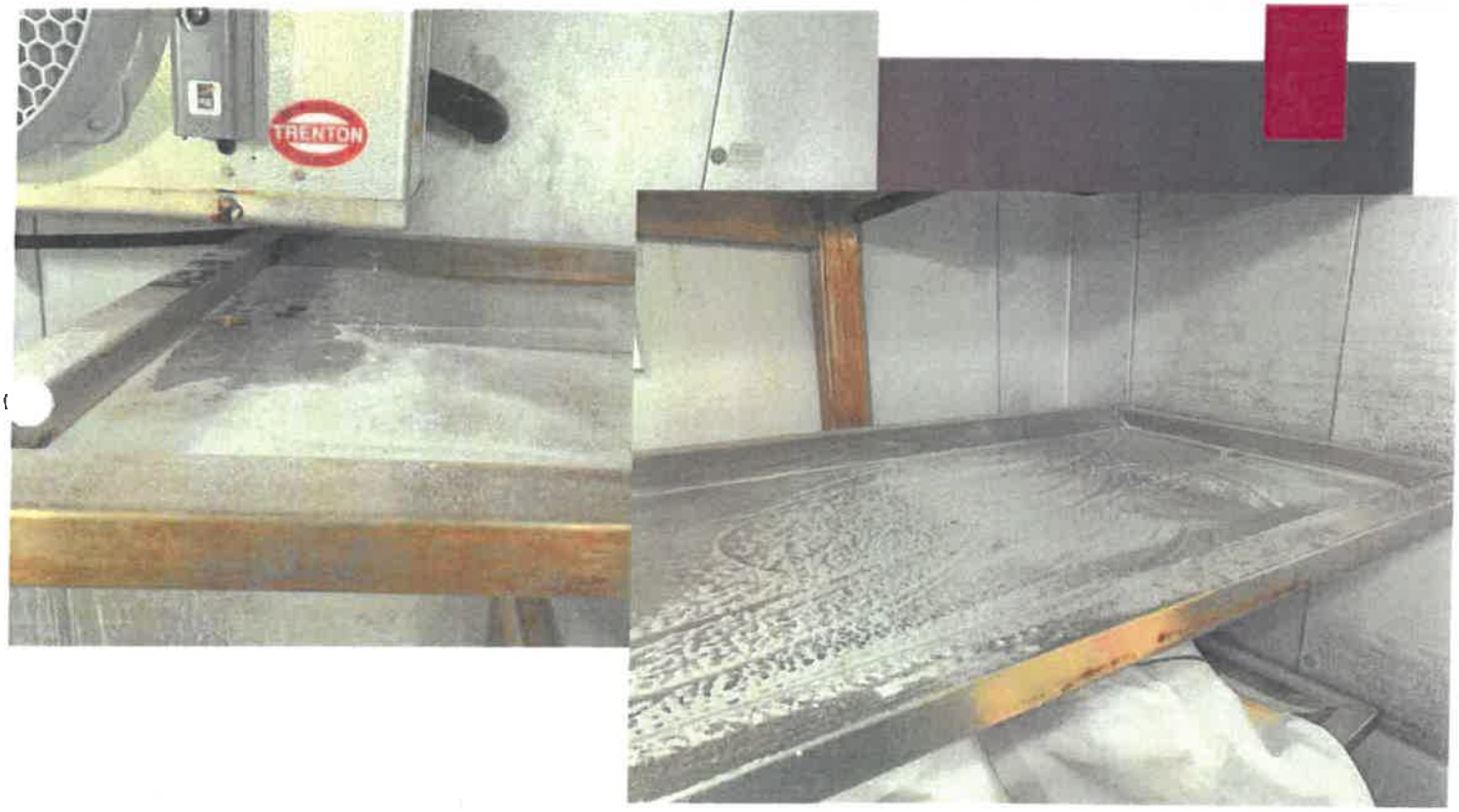
A. Medical Examiner's Presentation from 10/26/21
B. Senator Harrell's letter dated 10/29/21
C. E-mail from Senator Harrell's office requesting a resolution from each county
D. E-mail correspondence on 5/11/21 requesting funding for a new building from the counties
E. Opinion Letter Dated 5/19/21 from County Attorney's Office, Interlocal Agreement with Medical Examiner and Florida Senate Local Funding Imitative Request from District 1 for Medical Examiner Facility Planning and Design
F. Section from Attorney Generals Advisory Legal Opinion on Medical Examiners Duties and Responsibilities
G. State rule making and information on the Medical Examiners Commission
H. Florida Statute 406.08
I. Medical Examiner's FY23 Budget Request
J. Resolution from St. Lucie County Board of County Commissioners (BOCC)
K. Resolution from Indian River County BOCC
L. Resolution from Okeechobee County BOCC

OFFICE OF THE MEDICAL EXAMINER
DISTRICT – 19

BUILDING NEEDS AND CONCERNS

Overall Concerns with Building

- Completely outgrown the building
  - No room in coolers
  - No safe and secure place for files
  - Need to convert break room into two offices; absolutely no more room for anymore office space
- Building is OLD (built in the 1960's); roof leaks; continue to place costly temporary patches on all issues
- White powder spraying onto bodies, trays and floors; aluminum oxide
  - Currently have an estimate for cost to repair coolers of over $35,000
- Chiller plant shutdowns
  - Extreme heat and condensation build up in autopsy room; excess rust on equipment
- Cooler leaks, coolers on outside walls and lock to outside door into receiving cooler
- Water shut down coming in November where our building will have to be shut down completely for half a day or more


TRENTON



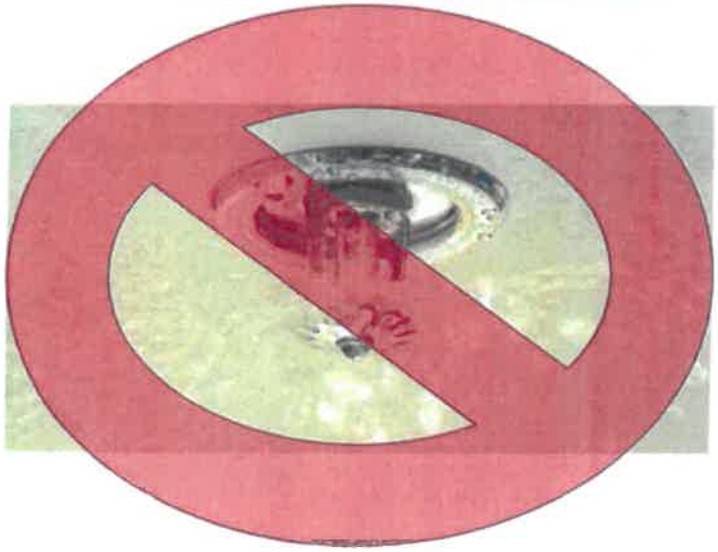


FILE STORAGE

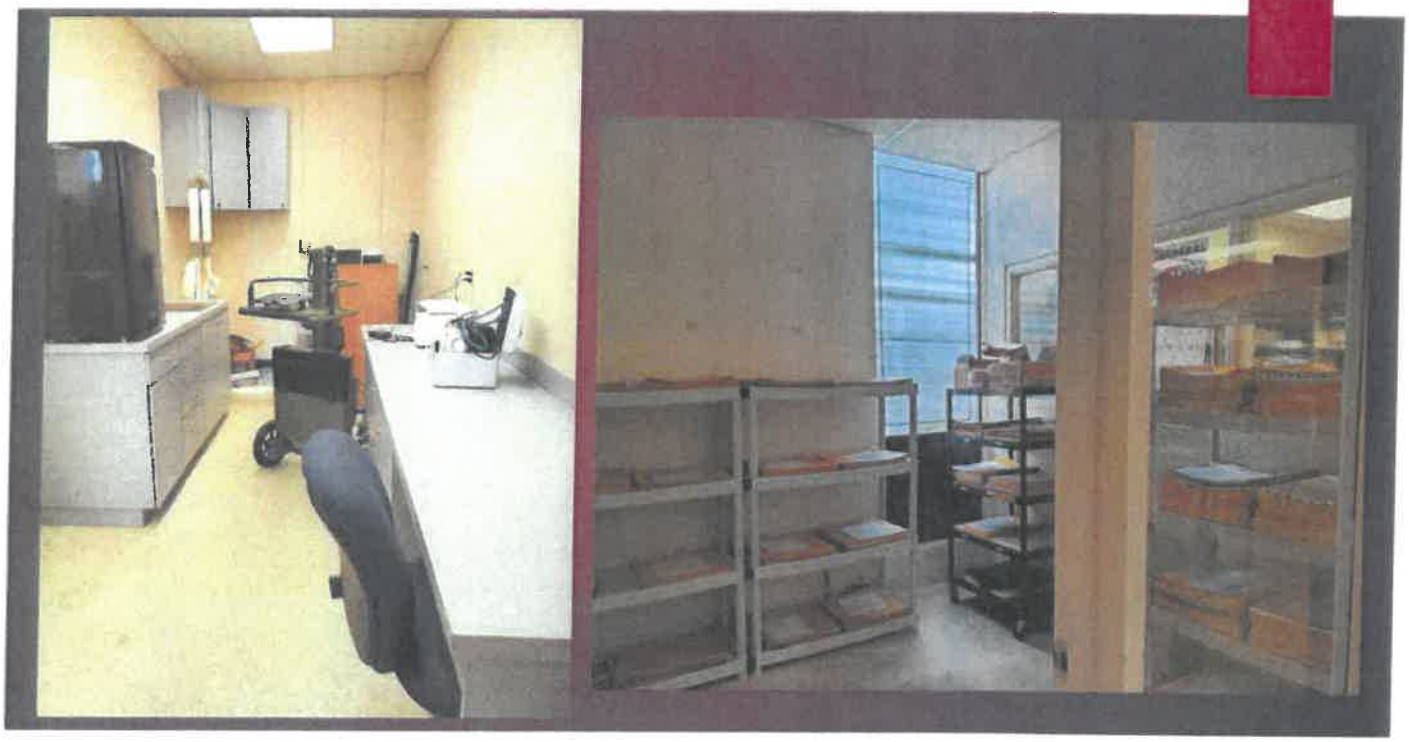


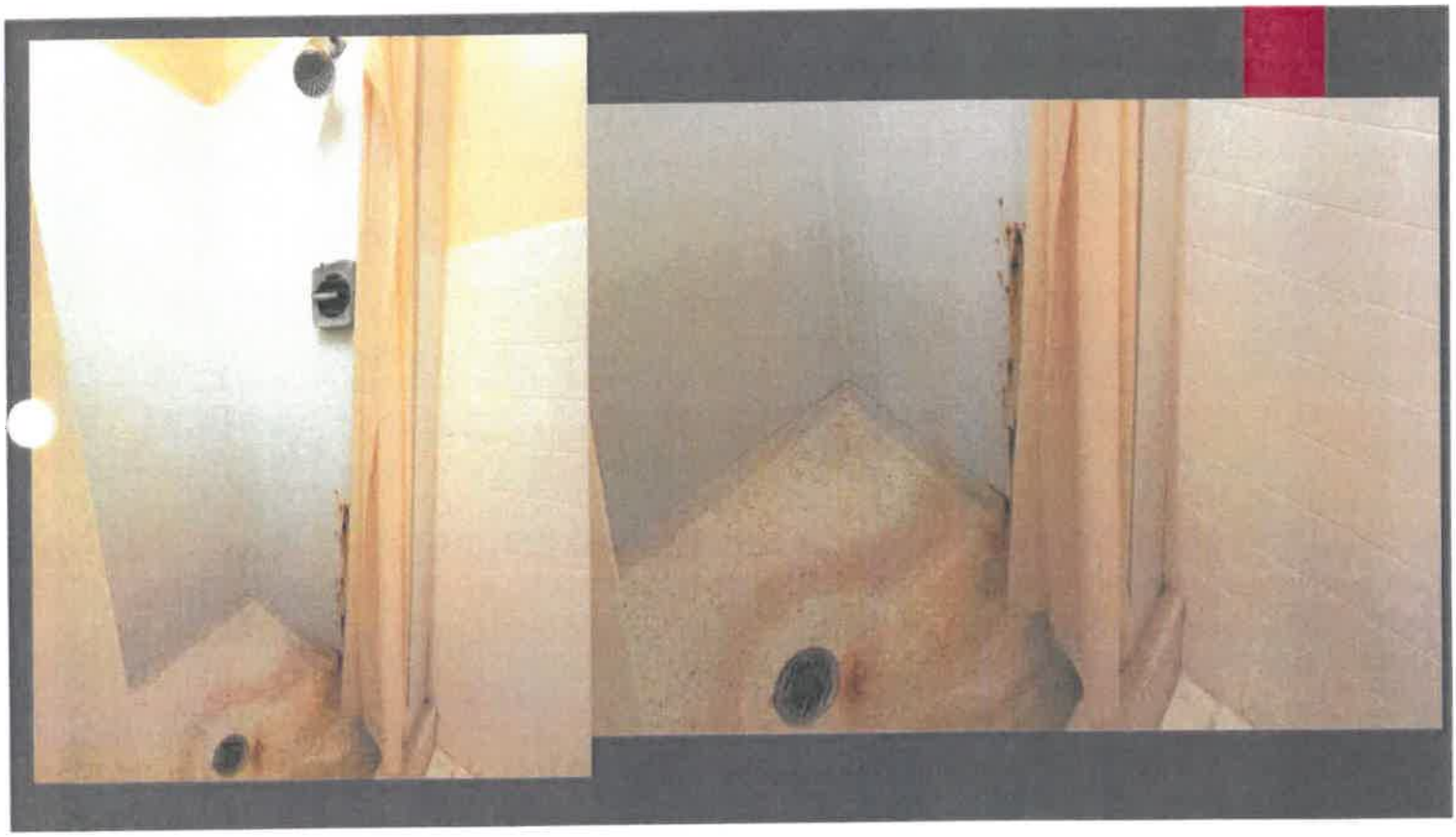


FIRE SAFETY









BODY STORAGE

Current Cooler Capacity

- Intake Cooler – 10 (maximum use)
- Decomposed Body Cooler – 9 (white powder accumulation)
- Main Body Storage Cooler – 15
- During busy times two decedents may need to be placed on the same shelf or tray or in a body bag on the floor

Manual and Hydraulic Lifts

- Hydraulic lift old and works intermittently despite numerous attempts to fix

Autopsy Suite Issues

- No separate room for decomposed remains
  - Odor and insect activity
- Funeral homes must come through the main autopsy area for removal of remains (regardless if cases are ongoing at that time)
  - Compromises confidentiality and dignity; increases exposure (COVID)

NAME
accreditation
preparation

- OUR BIGGEST PROBLEM:
  - Adequate space for employees and proper storage for decedents and materials (Phase II violation)

What Would a New Facility Provide?

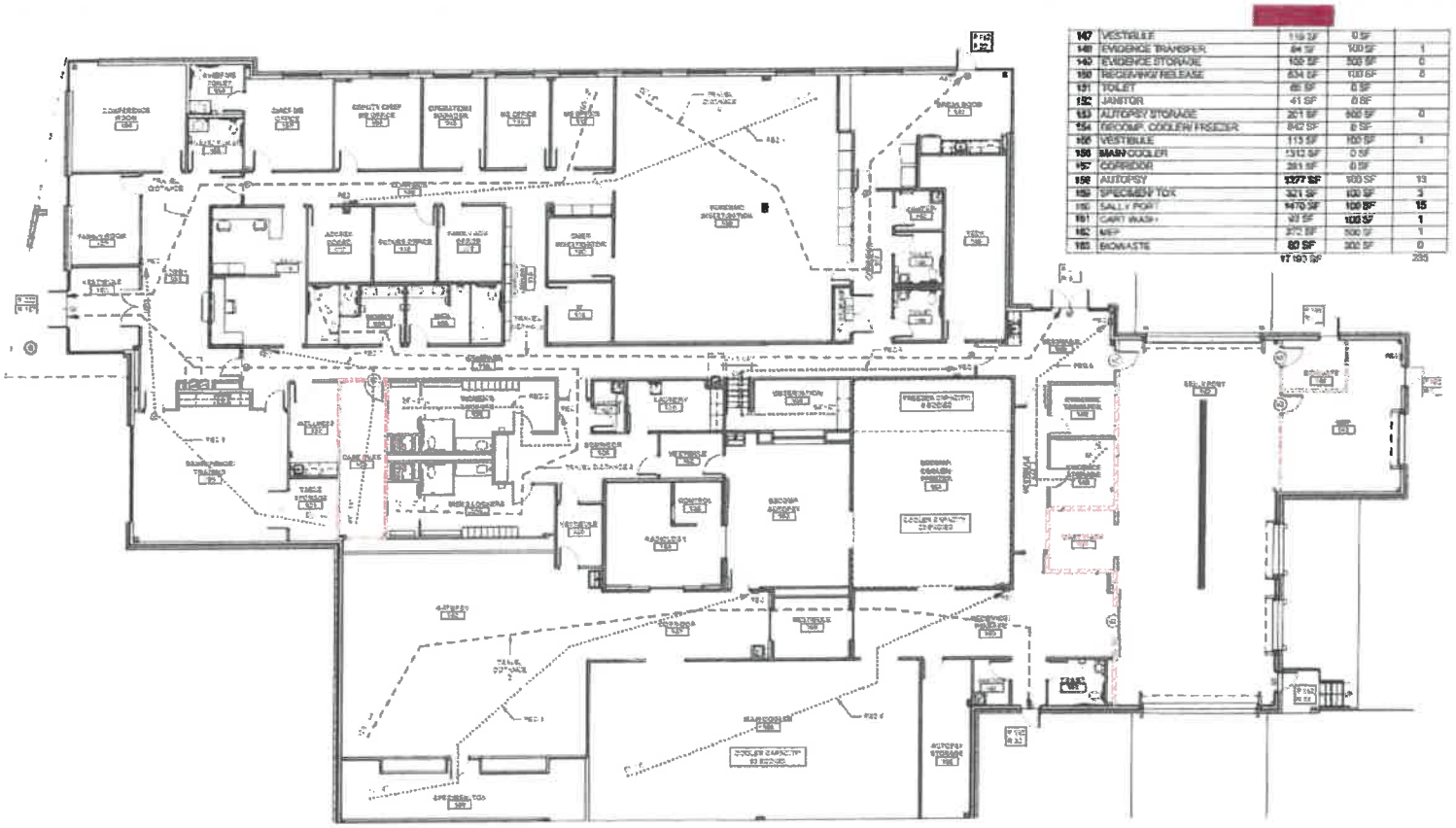
- Much needed space for our current needs and continually growing needs
  - We are already 130 cases ahead of last year and the population is growing
  - More office space for increasing employees which will be needed
  - Allows us to avoid a NAME accreditation Phase II violation
  - Bathrooms, showers, and lockers
- More room and proper storage of decedents
  - Facility with coolers away from outside walls for proper insulation
  - No more storing bodies outside of the facility and no doubling up of trays
  - No unexpected hazards like wet floors, bodily fluids backing up into the street, and breathing in unknown white powders

What Would a New Facility Provide?

- Respect, confidentiality and dignity for the decedents at our office
  - Cooler access for funeral homes not going through the main autopsy suite
  - Separate decomposition room which would double as an infectious case room (COVID)
  - Stand-by generator for entire building during possible prolonged outages
  - Possibility of mass fatality processing areas
- Facility Upgrades
  - Viewing room for families; standing guard over comrades
  - Family room for private conversations with families
  - Sterile room for tissue recovery
  - Conference space/library for depositions and lectures increasing education

FINANCING THE NEW FACILTY

- Not an easy task
- Searching for grants and getting negative results
- Called Senators, Governors' Office and grant writers from the county and college
- Grant EDA-2021-ARPAEAA - American Rescue Plan Act Economic Adjustment Assistance
- Each county to find funding for the critical issue (F.S. 406.08)



147	VESTIBULE	119 SF	0 SF	
148	EVIDENCE TRANSFER	84 SF	100 SF	1
149	EVIDENCE STORAGE	168 SF	300 SF	6
150	RECEIVING/ RELEASE	834 SF	100 SF	8
151	TOILET	66 SF	0 SF	
152	JANITOR	41 SF	0 SF	
153	AUTOPSY STORAGE	261 SF	300 SF	6
154	DECOMP. COOLER/ FREEZER	842 SF	0 SF	
155	VESTIBULE	115 SF	100 SF	1
156	MAIN COOLER	1312 SF	0 SF	
157	CORRIDOR	261 SF	0 SF	
158	AUTOPSY	1377 SF	900 SF	13
159	SPECIMEN/ TOX	321 SF	100 SF	3
160	SALLY PORT	1470 SF	100 SF	15
161	CART WASH	97 SF	100 SF	1
162	MEP	370 SF	500 SF	1
163	BIOWASTE	80 SF	300 SF	0
		17,193 SF		255

17,000 SF

B

THE FLORIDA SENATE

Tallahassee, Florida 32399-1100

COMMITTEES:
Transportation, *Chair*
Military and Veterans Affairs, Space, and Domestic Security, *Vice Chair*
Appropriations Subcommittee on Health and Human Services
Children, Families, and Elder Affairs
Finance and Tax
Reapportionment

SELECT SUBCOMMITTEE:
Select Subcommittee on Congressional Reapportionment

SENATOR GAYLE HARRELL
25th District

October 29, 2021

Thank you again for the invitation to attend the Tri-County Commission meeting, it was very informative and I look forward to continuing our partnership with the Treasure Coast. One specific issue, which was discussed at the meeting and I am hopeful we can partner on, will be the 19th Judicial Circuit Medical Examiner's new facility request.

The 19th Judicial Circuit Office of the Medical Examiner located at Indian River State College was built in 1975 and later renovated in 2011. This facility is responsible for serving the four county area of Okeechobee, Indian River, Martin and St. Lucie Counties. As presented by Dr. Aronica, the Chief Medical Examiner, the current facilities are in extremely poor conditions, and recently failed file storage capabilities and additionally, the increase in population, it has become apparent that the building can no longer meet the growing needs of the Treasure Coast.

To better assist the Medical Examiner in their endeavors of securing a new facility, I will be coordinating an Advisory Task Force to provide solutions to this ongoing issue. As part of this Advisory Task Force, I am requesting for each Board of County Commission from Martin, Indian River, Okeechobee and St. Lucie Counties to appoint one County Commissioner to the Task Force. This appointment will be the County's representation on this task force and will be responsible in providing guidance and communicating all progress to their respective boards for further consideration. Other appointments to this Task Force will include the Medical Examiner's office and a representative from Indian River State College.

Once your Board has agreed to the appointment, please provide all contact information of the appointee to my District Aide, Ann Bolduc (772) 221-4019 or by email, bolduc.ann@flsenate.gov. Time is of the essence on this issue, so we would like to respectively request your Board to secure this decision by November 5, 2021, so we may schedule our first meeting of the Task Force in the very near future.

I am hopeful we can include your County's support in this endeavor.

Thank you again for your consideration on my request and most importantly for your continued support.

Sincerely,

Gayle Harrell, Senator
District 25

REPLY TO:
☐ 215 SW Federal Highway, Suite 203, Stuart, Florida 34994 (772) 221-4019 FAX: (888) 263-7895
☐ 322 Senate Building, 404 South Monroe Street, Tallahassee, Florida 32399-1100 (850) 487-5025

Senate's Website: *www.flsenate.gov*

WILTON SIMPSON
President of the Senate

AARON BEAN
President Pro Tempore

C

Taryn Kryzda

Subject:	Medical Examiner's Task Force
Location:	IRSC - Rep. Dan Trabusly Office - Bldg S
Start:	Thu 5/19/2022 10:00 AM
End:	Thu 5/19/2022 12:00 PM
Show Time As:	Tentative
Recurrence:	(none)
Organizer:	Bolduc.Ann

SECURITY WARNING: This email originated from outside the County systems. Please show caution when clicking links or opening attachments unless you recognize the sender and know the content is safe.

Members,
Senator Harrell has requested these items from each County be completed and presented to the Task Force.

Memorandum of Understanding between all 4 counties which will provide an agreement on the administrative lead County being St. Lucie County, and the 4 county funding formula responsibility for the project. These documents will be needed to submit the Appropriation Project Request (APR) form this upcoming fall and given the rough estimate provided the anticipated first request will be $2 million, however this amount could change after a confirmed forecast is provided by the 4 counties.

Currently the Counties within the 19th District use a funding formula when allocating funds to the operations of the Medical Examiner's Office. The Task Force has proposed this same formula to be used as guidance for determining the financial responsibility for each County. Below is the 2021 breakdown per county:

SLC – 46.11%
Martin - 22.42%
Indian River - 24.36%
Okeechobee - 7.11%

Deadlines for documentation to the ME Task Force:
May 19, 2022 - Resolutions in support
October 1, 2022 – Memorandum of Understandings

** St Lucie County has given us a copy of their resolution for each county to use as a guide for presentation before their board. As time is of the essence, we cannot stress enough, how important it is that each county begin working on their Resolution and MOU to be voted on by their County Board ASAP! This needs to be ready for presentation to the ME Task Force so Senator Harrell and Representative Trabulsy may move forward with an appropriation request for the next legislative session.

If you have any question please feel free to contact our office .

Thank you

Ann Bolduc
Legislative Assistant, Senator Gayle Harrell
(772) 221-4019

Please Note: Florida has very broad public records laws. Most written communications to or from County officials regarding County business are public records available to the public and media upon request. It is the policy of St. Lucie County that all County records shall be open for personal inspection, examination and / or copying. Your e-mail communications will be subject to public disclosure unless an exemption applies to the communication. If you received this email in error, please notify the sender by reply e-mail and delete all materials from all computers.

D

Director of OMB
Office of Management & Budget
Martin County Board of County Commissioners
772-288-5504 (o)

From: Christine Canard <canardc@stlucieco.org>
Sent: Tuesday, May 11, 2021 11:38 AM
To: Jennifer Hill <hillj@stlucieco.org>; Kristin Daniels <kdaniels@ircgov.com>; Jennifer Manning <jmanning@martin.fl.us>; Kelley Conrad <kconrad@co.okeechobee.fl.us>
Cc: Patricia Aronica <aronicap@stlucieco.org>
Subject: New Building Funding Request

Caution: This email originated from an external source.
Be Suspicious of Attachments, Links, and Requests for Login Information

Good Morning Budget Directors,

The Office of the Medical Examiner is requesting funding for a new building from the four counties we serve.

The Indian River State College facility was built in 1975 and renovated in 2011. The building was not specifically built for a Medical Examiner facility but was retrofitted. Due to the increase in population, it has become apparent over the past several years that the building can no longer meet our growing needs.

Offices, storage space for records and supplies along with cooler space for decedent's is at capacity and finding replacement parts for permanent fixtures due to the aging design has been difficult. The layout of the autopsy area compromises the integrity of the cases and dignity for the decedents.

We anticipate the cost of the building to be, at most, $20 million dollars and will be requested in increments over the next five years. The initial need would be $3 - $5 million for design of the building that we would like to implement as soon as possible with a target date no later than 2022.

We would appreciate your feedback to this request.

Thank you for your support.

Christine Canard
Operations Manager
2500 S. 35th Street
Fort Pierce, FL 34981
Canardc@stlucieco.org
772-464-7378

OFFICE OF THE
MEDICAL
EXAMINER
DISTRICT 19

Please Note: Florida has very broad public records laws. Most written communications to or from County officials regarding County business are public records available to the public and media upon request. It is the policy of St. Lucie County that all County records shall be open for personal inspection, examination and / or copying. Your e-mail communications will be subject to public disclosure unless an exemption applies to the communication. If you received this email in error, please notify the sender by reply e-mail and delete all materials from all computers.

Taryn Kryzda

From: Taryn Kryzda
Sent: Wednesday, May 19, 2021 8:38 AM
To: Taryn Kryzda
Subject: FW: New Building Funding Request

Taryn G. Kryzda, MPA, CPM
County Administrator
Martin County Board of County Commissioners
2401 SE Monterey Road
Stuart, FL 34996
772-288-5939 (o)

"Florida has a very broad public records law. As a result, any written communication created or received by Martin County Board of County Commissioners' employees is subject to disclosure to the public and the media, upon request, unless otherwise exempt. Under Florida law, e-mail addresses are public records. If you do not want your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing."

From: Jennifer Manning <jmanning@martin.fl.us>
Sent: Wednesday, May 12, 2021 2:24 PM
To: Taryn Kryzda <tkryzda@martin.fl.us>
Subject: FW: New Building Funding Request

Jennifer Manning, CGFO
Director of OMB
Office of Management & Budget
Martin County Board of County Commissioners
772-288-5504 (o)

From: Jennifer Manning
Sent: Tuesday, May 11, 2021 1:31 PM
To: Taryn Kryzda <tkryzda@martin.fl.us>; Don Donaldson <ddonalds@martin.fl.us>
Cc: George Stokus <gstokus@martin.fl.us>
Subject: FW: New Building Funding Request

Hi Taryn,
I mentioned the request below to Don and George at yesterday's meeting. If you have a minute I can fill you in on my meeting with her last Thursday.
Thanks

Jennifer Manning, CGFO

E

MARTIN COUNTY, FLORIDA
INTER-OFFICE MEMORANDUM

www.martin.fl.us 2401 SE Monterey Road, Stuart, Florida 34996

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

TO: Taryn Kryzda **DATE:** May 19, 2021

FROM: Elysse A. Elder
Senior Assistant County Attorney

SUBJECT: Medical Examiner Facility

The Medical Examiners Act ("Act"), Chapter 406, Florida Statutes, establishes the minimum and uniform standards for statewide medical examiner services. The Act creates a Medical Examiners Commission ("Commission") to oversee medical examiner activities. § 406.02, Fla. Stat. The Commission establishes Medical Examiner Districts throughout the State of Florida. Martin County is in the 19th District, which includes Martin, St. Lucie, Okeechobee and Indian River Counties. Fla. Admin. Code R. 11G-5.002. A district medical examiner is appointed by the Governor for a term of 3 years. § 406.06(1)(a), Fla. Stat.

It appears that state funds are available to medical directors. Statutorily, the Medical Examiners Commission is required to oversee the distribution of state funds for the medical examiner districts. § 406.02(4)(c), Fla. Stat. The Commission promulgates rules under the Act, which are located in Chapter 11G of the Florida Administrative Code. Florida Administrative Code Rule 11G-4, "Financial Assistance For Medical Examiner Districts," should provide provisions for state assistance to medical examiners, but that chapter is blank, so it is unclear how state funds are distributed. I was able to find a Florida Senate Local Funding Initiative Request for 2021-2022 seeking funding for the District 1 Medical Examiner's facility, which was sponsored by Senator Doug Broxson. It appears the request is for an initial amount of $500,000 with an additional year of funding of $2 million to supplement local funding in the amount of $10 million for a facility. The funds requested would be provided to the Florida Department of Law Enforcement, which oversees the Commission. The state funds seem to be supplemental to county funds.

District medical examiners are compensated by the Board of County Commissioners in their respective districts. The fees, salaries and expenses of medical examiners may be payable from the general funds or any other funds under the control of the Board. § 406.08, Fla. Stat. Florida Statutes § 406.08(5) provides that "autopsy and laboratory facilities utilized by the district medical examiner or his or her associates may be provided on a permanent or contractual basis by the counties within the district." The language in the statute states that the facilities may be provided to the medical examiner on a permanent or contractual basis; it does not require a new/permanent building for the medical examiner.

Currently, an Interlocal Agreement exists between Martin County, Indian River County, St. Lucie County, Okeechobee County, the 19th District Medical Examiner and the District Board of Trustees for IRSC regarding the Medical Examiner, which was executed less than 3 years ago. The expenses of operating are divided among the four counties based on their proportionate share. In addition, the counties are required to lease the Morgue located at Indian River State College for the Medical Examiner. The term expires on September 30, 2028, with a seven (7) year option to renew. Under Section 7 (a) of the ILA, the Medical Examiner specifically agrees to occupy and use the Morgue facilities. There is nothing in the ILA that requires the counties to provide the Medical Examiner with a new facility. In fact, the ILA has specific provisions relating to a potential new facility. Section 2 (a) provides that "in the event IRSC constructs a new facility which contains adequate space for the Medical Examiner's operations and upon mutual agreement of the parties, the Medical Examiner shall relocate his operations to this facility and IRSC may use the vacant Morgue Building I for other purposes it deems fit." The discretion to construct a new facility for the Medical Examiner's use would be with IRSC and the relocation into the new facility would be based on the agreement of the parties.

Based on Florida law and the ILA there is no requirement for the counties to provide the Medical Examiner with a new facility. To the contrary, the counties have agreed to lease, and the Medical Examiner has agreed to use, the Morgue facility at IRSC through September 30, 2028.

SECOND AMENDED AND RESTATED
INTERLOCAL AGREEMENT
(MEDICAL EXAMINER)

THIS SECOND AMENDED AND RESTATED INTERLOCAL AGREEMENT by and between the **MEDICAL EXAMINER FOR DISTRICT 19, FLORIDA** ("Medical Examiner"), the **DISTRICT BOARD OF TRUSTEES** ("the Board") **of INDIAN RIVER STATE COLLEGE,** a public educational institution ("IRSC"), **and INDIAN RIVER COUNTY, MARTIN COUNTY, OKEECHOBEE COUNTY, and ST. LUCIE COUNTY,** political subdivisions of the State of Florida that collectively constitute Medical Examiner District 19 ("the Counties"), for the purpose of providing medical examiner services within Medical Examiner District 19.

WHEREAS, the Parties entered into an Amended and Restated Interlocal Agreement which the parties desire to further amend and restate.

In consideration of the mutual advantages accruing to the parties, the Medical Examiner, the Board, and the Counties agree as follows:

SECTION 1. STATUS OF THE MEDICAL EXAMINER AND COUNTIES.

(a) The Medical Examiner shall be an independent contractor, not the agent, servant or employee of the Counties or any other entity or organization. As such, he shall maintain complete and total control of his employees, agents and servants.

(b) The Medical Examiner, or his designee, shall prepare and submit a total unified budget by April 1 of each year to each County respectively for the operation of the Medical Examiner District which shall be subject to approval of the Counties. As set out in Section 4, budgeted monies shall be paid directly to the Examiner for proper disbursement to entitled parties.

(c) The Medical Examiner shall comply with Titles VI and VII of the Civil Rights Act of 1964; Executive Order Number 11246 entitled "Equal Employment Opportunity"; as supplemented by regulations of the United States Department of Labor (41 C.F.R. Part 60); and applicable Federal Regulations concerning non-discrimination on the basis of mental and physical handicaps.

(d) The Medical Examiner and the Counties shall comply with all applicable provisions of Chapter 406 of the Florida State Statutes, and rules and regulations of the Medical Examiner's Commission.

(e) The Medical Examiner shall comply with applicable Standards of Accountability, including:

i. using an accounting system that meets generally accepted accounting principles.

ii. maintaining such records and accounts as are necessary to properly account for funds disbursed to and expended by the Medical Examiner.

iii. retaining relevant records for a period of not less than three (3) years, unless otherwise provided by law.

iv. affording the Medical Examiner Commission, the Florida Department of Law Enforcement, the Counties and the Auditor General access to all records and accounts necessary to justify the use of funds disbursed by the Counties.

v. using funds received from the Counties only for the provision of Medical Examiner services.

vi. maintain a detailed inventory of fixed assets for tangible personal property.

vii. affix a property tag number to each piece of equipment owned by the Medical Examiner.

(f) The Medical Examiner shall provide the Counties with a quarterly expenditure report in a form acceptable to the Counties.

(g) The Medical Examiner shall annually provide the Counties with a copy of a financial audit required by Section 11.45, Florida Statutes (2018). The Medical Examiner agrees to select as its auditor the auditor selected by St. Lucie County to prepare the financial audit for the County.

SECTION 2. RENTAL AGREEMENT CONCERNING MORGUE LOCATED AT INDIAN RIVER STATE COLLEGE.

(a) LEASE TERM. Pursuant to Section 406.08(5), Florida Statutes, Counties do hereby agree to provide for Medical Examiner and his successors, and in consideration of the covenants herein contained, IRSC does hereby rent to Counties for the use and benefit of the Medical Examiner and successors that certain building known as "The Morgue" located at Indian River State College (College), 3209 Virginia Avenue, Fort Pierce, Florida, more particularly described in Exhibit "A", for a period of ten (10) years beginning on the 1st day of October, 2018, and ending on the 30th day of September, 2028. In the event IRSC constructs a new facility which contains adequate space for the Medical Examiner's operations and upon mutual agreement of the parties, the Medical Examiner shall relocate his operations to this facility and IRSC may use the vacant Morgue in Building I for other purposes as it deems fit. This new space shall become known as the Morgue for the purposes of this agreement.

(b) OPTION. Within seven (7) years from the date of this agreement, IRSC agrees to discuss with the Counties the granting of an option to the Counties to extend the lease term for an additional period of time. At the completion of the lease term, the Counties shall have the right of first refusal with respect to the subsequent lease of the Morgue.

(c) RENTAL DURING INITIAL TERM. Counties, for the benefit of Medical Examiner, in consideration of this Agreement and of the covenants and Agreement made herein rents the Morgue for said term and does hereby promise to pay to IRSC as rental for the Morgue, the sum of one and 0/100 ($1.00) dollars per year, payable in advance on the 1st day of October each successive year.

(d) CONDITION AND USE OF THE MORGUE; EQUIPMENT. The Medical Examiner accepts the equipment identified in Exhibit "B" in its present condition. The Medical Examiner agrees to keep the Morgue in a good, clean condition; make no alterations or additions to same without the consent of IRSC which consent shall not be unreasonably withheld; permit no waste thereon; and to obey all laws and ordinances affecting the Morgue. The Medical Examiner further agrees to use the Morgue for the performance of autopsies, examinations, and other investigations as deemed necessary by the Medical Examiner and for no other purposes. It is specifically agreed that Examiner shall not use the Morgue for any personal or private use; the Morgue is to be used solely for Medical Examiner services. In the event it becomes necessary to provide additional major equipment (any equipment with a cost of $1,000.00 or over) for the Morgue and if agreed by Counties, same shall be provided by Counties. Any equipment purchased with monies budgeted by the Counties shall become the property of the Office of the Medical Examiner and shall be properly tagged.

(e) MAINTENANCE OF THE MORGUE; PAYMENT OF EXPENSES. IRSC agrees to maintain the exterior of the Morgue. It shall be the responsibility of Counties to provide budgeted funds for the maintenance of the interior of the Morgue, including the air-conditioning, heating systems, and plumbing facilities provided that the Counties are not responsible to keep same in proper working condition. Counties shall be further responsible for funding, as set forth in the budget approved in accordance with section 3 of this Agreement, all utilities at the Morgue, including but not limited to, electricity, water and sewer (all of which shall be metered separately), internal security, janitorial service, garbage pick-up and telephones. It is understood that Counties have installed a telephone system at the Morgue, which telephone lines will be routed directly into the Morgue and not through the College switchboard. No access to the telephone lines shall be permitted by any other extension not in the Morgue or through any other equipment. The Medical Examiner shall also make provisions for a separate mailbox or post office box to serve the Morgue and Medical Examiner which in no way shall be connected to the College. It is also understood by the parties that the Medical Examiner for auditing purposes is an independent special district and is responsible for all interior maintenance and utility costs as set forth in this section 2 (e), procurement of supplies, including the cost thereof and all matters of Medical Examiner personnel, including payroll records; it being understood that all payroll shall be paid by Medical Examiner.

SECTION 3. PROCEDURE TO REVIEW AND APPROVE THE MEDICAL EXAMINER'S BUDGET.

Pursuant to Section 1(b) of this Agreement, the Medical Examiner shall present a total unified budget for the following fiscal year by April 1 of each year to each County respectively. Upon receipt of the budget, the budget shall be referred to a Medical Examiner's Budget Committee, which shall be composed of one (1) representative from each of the four (4) counties as appointed by each Board of County Commissioners, respectively. The members of the Committee shall review the proposed budget and may schedule meetings with the Medical Examiner to discuss the proposed budget. All meetings of the Committee are subject to the provisions of Section 286.011, Florida Statutes (2018), as amended. The Committee may make recommendations to the four (4) Boards of County Commissioners as to whether to adopt or amend the proposed budget. The Committee shall complete its deliberations by June 1 of each year.

Upon completing its deliberations, the Committee shall forward the proposed budget to the budget officer or other designated officer for each of the four (4) counties. The proposed budget

shall then be presented to each of the four (4) Boards of County Commissioners for consideration during the Board's normal budgetary process. The proposed budget shall be subject to the approval of each of the four (4) Boards of County Commissioners. The Counties agree that the proposed budget may not be increased without the consent of all four (4) counties. In the event any of the four (4) Boards of County Commissioners determine to reduce the total unified budget as proposed, the Board(s) reducing the proposed budget shall amend the proposed total budget, adopt the amended total budget and notify the other counties of the action taken on the budget within seven (7) days. The amended total budget, if reduced by one (1) or more of the counties, shall be deemed to be the approved budget by all four (4) counties. Nothing in this Agreement shall prohibit the Medical Examiner from requesting additional appropriations for good cause shown, from the Counties during the budget year. The Counties acknowledge that the effect of this section will be that any of the four (4) Board of County Commissioners may reduce the total budget without the consent of the other counties and that the lowest approved total budget shall be deemed to be the total budget approved by the Counties.

SECTION 4. DIVISION OF RENTAL AND OPERATING EXPENSE.

(a) The expenses of operating the Medical Examiner's Office including rental and purchase of additional equipment as set out herein shall be divided among and borne by the Counties based on a formula in which the ratio of the number of autopsies performed for each County in the previous year (A) to the number of autopsies performed in the four counties in the previous year (B) is weighted 50 percent, and the ratio of the number of deaths in each county in the previous year (C) to the total number of deaths in the four counties in the previous year (D) is weighted 50 percent. The formula is expressed as (A/B x 0.5) + (C/D x 0.5) = respective County's share of expenses.

(b) CALCULATION. The Counties agree to calculate the division of rental and operating expenses April 1 of every year during the term of this Agreement beginning in 2019 by using the above formula based on the autopsy and death figures from the year preceding the year the expenses are recalculated. The recalculation shall be effective on the following October 1.

SECTION 5. PAYMENT OF RENTAL AND OPERATING EXPENSES.

(a) During the term of this Agreement, Indian River, Martin, Okeechobee and St. Lucie Counties shall pay to IRSC its estimated, respective share of the rental of the Morgue in advance annually on the 1st day of October of each year effective beginning in 2018. During the term of this Agreement, the Counties shall pay to the Medical Examiner its estimated, respective share of the Medical Examiner's monthly operating expenses based on the budget approved by the Counties and on the formula set out in Section 3. The operating expenses shall be paid in advance monthly beginning on the 1st day of October, 2018.

(b) If during any period of this Agreement, the rental and operating expenses of the Morgue are less than the amounts received from the Counties, the excess funds shall be carried forward to the next year and shall be applied to that county's share of the operating expenses for the next succeeding year.

(c) No county shall be deemed to assume any additional share of the total operating expenses of the Morgue by reason of the default of one or more of the other counties.

SECTION 6. INSURANCE AND INDEMNIFICATION.

During the term of this Agreement, IRSC shall provide fire and extended casualty insurance coverage for the real property owned by IRSC, in full insurable value. The Medical Examiner shall provide fire and extended casualty insurance coverage for equipment owned by the Medical Examiner in full insurable value.

Pursuant to an Interlocal Agreement dated July 8, 2008, between St. Lucie County and the Medical Examiner, St. Lucie County is providing health, life, disability and worker's compensation insurance services to the Medical Examiner based on rates established by St. Lucie County. St. Lucie County bills the Medical Examiner for the insurance services based on the established rates.

During the term of this Agreement, the Medical Examiner shall obtain and carry professional liability insurance as required by Chapter 406 of the Florida Statutes in an amount not less than $1,000,000.00. Solely, to the extent allowed by Florida law, and in no event greater than the limits set out in Section 768.28, Florida Statutes, each party to this Agreement agrees to indemnify and hold the other parties harmless from damages resulting from the negligence of each party, its agents and employees.

SECTION 7. COVENANTS BY THE MEDICAL EXAMINER.

(a) During the term of this Agreement, the Medical Examiner and his successors agree to occupy and use the Morgue facilities to perform autopsies within the four (4) county area.

(b) At no time shall there be any personnel in the Morgue located at the College, other than custodians approved by the Medical Examiner, unless accompanied by a representative from the Medical Examiner's office, except during an emergency. During an emergency, the Medical Examiner will be contacted as soon as possible. During normal business hours, no one shall proceed beyond the front reception area of the Morgue without the express consent of Medical Examiner personnel and unless they are accompanied by Medical Examiner personnel. After normal working hours, no one other than Medical Examiner personnel, shall be allowed in the Morgue unless prior permission is obtained from the Medical Examiner's office; and they are accompanied by Medical Examiner personnel, except in the event of an emergency. The Medical Examiner shall provide College and continue to provide College with a current list of all Medical Examiner personnel throughout the term of this Agreement.

SECTION 8. MISCELLANEOUS PROVISIONS.

(a) Any alteration, variation, modification, extension, renewal, or waiver of the provisions of this Agreement shall be valid only when reduced to writing, duly authorized and signed, by all parties, and attached to the original.

(b) The name of the Morgue facility located at the College shall be "Office of the Medical Examiner, District 19, Florida".

(c) This Agreement shall be binding on the parties hereto, their successor and assigns when permitted. If the Morgue shall be wrecked or destroyed by fire or other casualty so as to render it unfit for occupancy, IRSC shall use the insurance proceeds to repair or reconstruct the Morgue as speedily as possible but in no event shall any party hereto be entitled to compensation or damage on account of the annoyance or inconvenience of IRSC in making said repairs; and neither the Medical Examiner nor the Counties shall be entitled to compensation or damage on account of such destruction.

(d) Neither the Medical Examiner nor the Counties may sublet or re-rent the Morgue or any part thereof or assign this Agreement or permit any transfer thereof by operation of law without the consent in writing from all parties. Any assignee or sublessee must be approved by all parties. Any assignee or sublessee must be approved by all parties, and such written consent or approval by all parties shall in no way affect or relieve the Medical Examiner or Counties of their obligation arising under this Agreement or the laws of this State.

(e) This Agreement embodies the whole understanding of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations, or Agreements, either verbal or written, between the parties hereto.

(f) The Agreement may only be amended by a written document signed by all parties and filed with the Clerks of the Circuit Court of Indian River County, Martin County, Okeechobee County and St. Lucie County, Florida.

(g) This Agreement can be cancelled upon giving twelve (12) months prior written notice before the beginning of the next fiscal year by anyone (1) of the four (4) Counties provided that the non-terminating Counties shall have the option to continue renting the morgue facilities subject to the terms and conditions of this Agreement. The termination of this Agreement shall not require IRSC to refund any monies collected by the Board pursuant to this Agreement. In addition, the termination of this Agreement shall not require any of the non-terminating counties or the Medical Examiner to refund any monies or equipment collected or purchased pursuant to this Agreement.

(h) This Agreement shall be filed with the Clerks of the Circuit Court of Indian River County, Martin County, Okeechobee County and St. Lucie County, Florida, prior to its effectiveness.

SECTION 9. NOTICE.

All notices or other communications hereunder shall be in writing and shall be deemed duly given if delivered in person or sent by certified or registered mail, return receipt requested, first class, postage prepaid and addressed as follows:

IF TO IRSC:

Vice President of Financial Services and CFO
3209 Virginia Avenue
Fort Pierce, Florida 34982

With a copy to:

IF TO MEDICAL EXAMINER:

Medical Examiner for District 19, Florida
2500 South 35th Street
Fort Peirce, Florida 34981

With a copy to:

IF TO COUNTIES:

St. Lucie County Administrator
2300 Virginia Avenue
Fort Pierce, Florida 34982

With a copy to:

Indian River County Administrator
1801 27th Street, Building A
Vero Beach, Florida 32960

Martin County Administrator
2401 S.E. Monterey Road
Stuart, Florida 34996

Okeechobee County Administrator
304 Northwest Second Street
Okeechobee, Florida 34972

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officials on the dates stated below. This Agreement may be executed in counterparts and each fully executed counterpart shall be deemed an original instrument.

WITNESS:

Suzanne Parsons

(SEAL)

DISTRICT BOARD OF TRUSTEES OF INDIAN RIVER STATE COLLEGE

BY: _____

Date: 9-18-18

SUZANNE PARSONS
MY COMMISSION # FF 918907
EXPIRES: October 14, 2019
Bonded Thru Notary Public Underwriters

ATTEST: JEFFREY R. SMITH, CLERK OF CIRCUIT COURT AND COMPTROLLER

By _____
Deputy Clerk

(SEAL)

INDIAN RIVER COUNTY, FLORIDA

By: _____
Peter D. O'Bryan, Chairman
Board of County Commissioners

BCC approved: September 18, 2018

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
Dylan Reingold, County Attorney

ATTEST:

CAROLYN TIMMANN, CLERK OF THE
CIRCUIT COURT AND COMPTROLLER

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

EDWARD V. CIAMPI, CHAIRMAN

APPROVED AS TO FORM & LEGAL
SUFFICIENCY:

SARAH WOODS, COUNTY ATTORNEY

ATTEST:

Paula Robertson-DC
Clerk

SHARON ROBERTSON, CLERK

(SEAL)

OKEECHOBEE COUNTY, FLORIDA

BY: _____
Chair, Board of County Commissioners

Date: 10/11/2018

APPROVED AS TO FORM AND CORRECTNESS:

_____
County Attorney 9/11/18

ATTEST:

Clerk

(SEAL)

ST. LUCIE COUNTY, FLORIDA

BY: _____
Chair, Board of County Commissioners

Date: 9/18/18

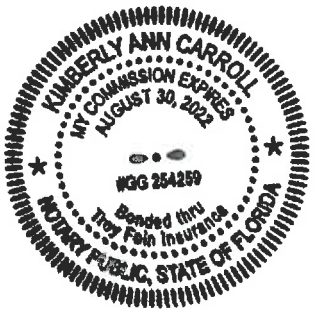
APPROVED AS TO FORM AND CORRECTNESS:

_____
County Attorney

WITNESS:

Kimberly Ann Carroll

Notary Public (and Seal)

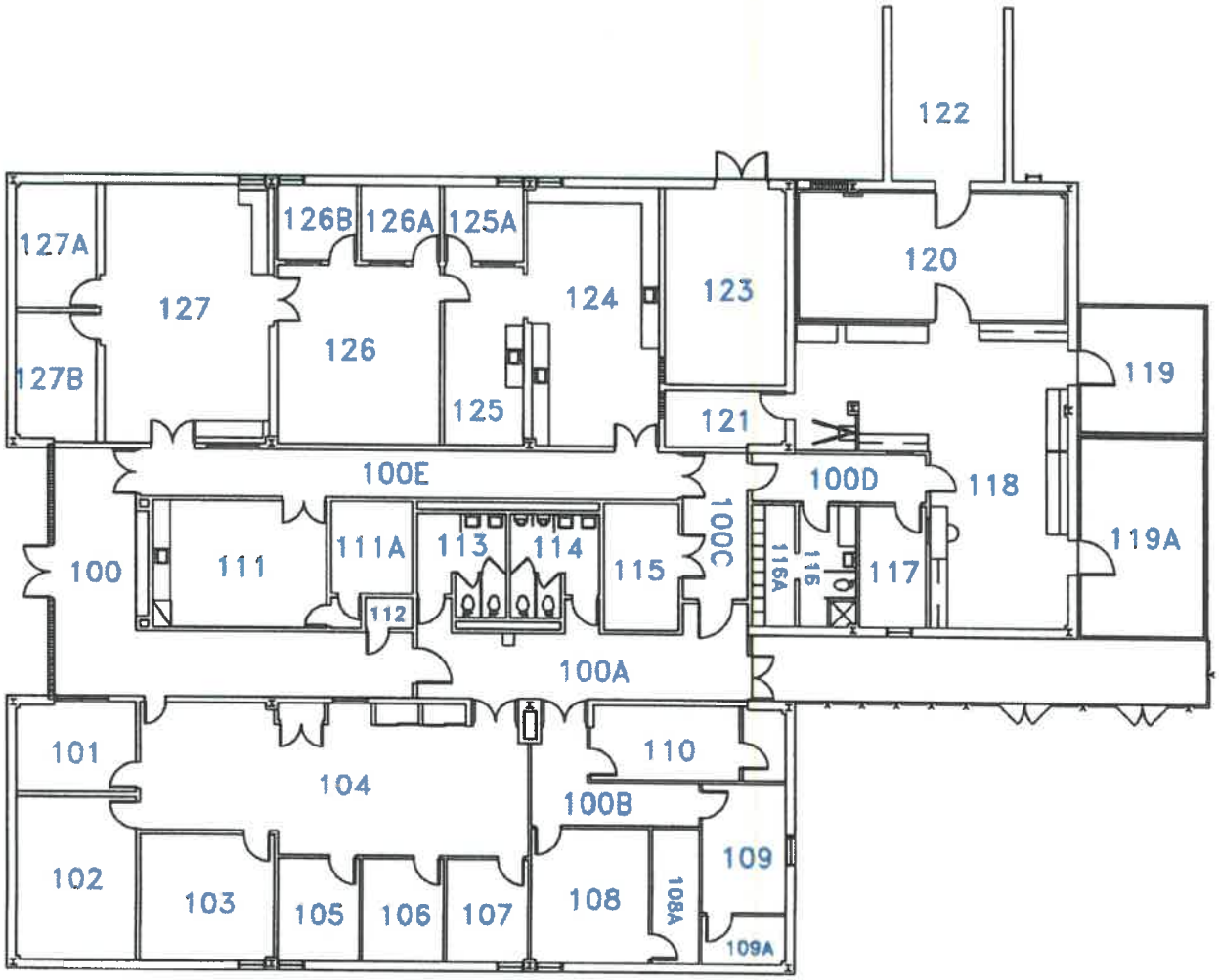


MEDICAL EXAMINER DISTRICT 19, FLORIDA

By: Roger Mutter

Date: 10/11/18

EXHIBIT "A"



SCALE: 1"=20'

FORT PIERCE MAIN CAMPUS - SITE NO. 01

BUILDING	BUILDING LETTER	BUILDING NAME	SQUARE FEET		DESIGNATION
9	I	**MEDICAL EXAMINER**	9,500	IRSC INDIAN RIVER STATE COLLEGE	1-09-I

s:\atty\agreemnt\interloc\Medical Examiner - Second Amended & Restated - Floor Plan Attachment

EXHIBIT "B"

OFFICE OF THE MEDICAL EXAMINER - DISTRICT 19

PHYSICAL INVENTORY LIST

List Items Over $1,000

Tag No.:	Description:	Serial No.:	Date ACQ.:	Purchase Price:
	Automobile - 2000 Chev. Van Astro	1GNDM19W3YB119333	4/20/2000	$5,250.00
	Automobile - 2007 Chev. Impala LS Sedan	2G1WB55K579365102	4/20/2007	$15,350.00
0120	Autopsy Station, Wall Mounted & Features	Model 1036-7	7/24/2001	$15,927.00
0203	Body Scale	N/A	7/1/1987	$12,200.00
0204	Body Scale	N/A	8/1/1989	$7,250.00
0121	Cooler, Walk-In	C8001434	10/16/2001	$18,977.69
0130	Copier, Doc Feed / Fax MITA 2530 (Pur. for $150)	H3042383	7/23/2007	$3,000.00
0122	Disposal, Commercial 3/4 HP	Model # SS-75	4/17/2000	$1,145.60
	Disposal, Garbage, For Morgue-Installed 3/17/09	Item ISE 13659A SS75-28 208-230	2/11/2009	$1,265.55
0119	Lift, Universal, AN-30-P, With Pallet	10397	4/17/2001	$5,084.31
0196	Microscope, Nikon E50i, Dr. O'Neil's	115258	8/5/2009	$5,911.00
0300	Microscope, Nikon Photomicroscope- Dr. M.	43245	10/30/1996	$11,738.00
	Phone System - Comm. Cable Co.	N/A	3/15/2001	$3,375.00
0167	Saw, Autopsy , 10000, 115 V, 50/60 HZ	NA	2/23/2007	$1,020.25
0217	Saw, Autopsy, 110-120V, 50/60 Hz 1.5	5467	8/31/2010	$1,137.10
0218	Saw, Autopsy, 110-120V, 50/60 Hz 1.5	4599	8/31/2010	$1,137.10
0222	Autopsy Saw110-120V, 50/60 Hz	4693	9/27/2011	$1,155.00
	Saw/Bone Dust Collector	NA	9/28/2001	$1,049.00
0114	Storage Rack, Stainless Steel	N/A	1/31/2002	$1,305.00
0115	Storage Rack, Stainless Steel	N/A	1/31/2002	$1,305.00
0037	Tray/Gurney, Autopsy	N/A	7/1/1987	$3,428.00
0038	Tray/Gurney, Autopsy	N/A	7/1/1987	$3,428.00
0039	Tray/Gurney, Autopsy	N/A	7/1/1987	$3,428.00
0040	Tray/Gurney, Autopsy	N/A	7/1/1987	$3,334.00
0041	Tray/Gurney, Autopsy	N/A	7/1/1987	$3,334.00
	Trays, Body 8 - Stainless Steel	Item # T3614	9/28/2004	$6,072.00
0109	X-Ray, HF110 High Freq. Dynarad Sys.	1876/1871/1876	4/16/2001	$16,974.00
0112	X-Ray, Intra Oral Image X70 W/Stand		5/2/2001	$3,350.00
0142	X-Ray Film Prossor W/Stand, Konica SRX 101A	105221147	4/15/2005	$4,650.00
0443	Dell Latitude ES520 - Vinny's Laptop		4/7/2012	$1,010.91
0448	Receiving Cooler 31' 8" W x 14' 9" D x 8'7" H		5/15/2012	$23,852.00
0449	Holding Cooler 23' 6" W x 15' D x 8' 7" H		5/15/2012	$27,343.00
0227	Toshiba Printer, Fax, Copier, Scanner		8/30/2012	$6,417.00

0451	Autopsy Station Center		Model 1036-10MOD	5/15/2012	$12,098.00
0456	Administrative Manager's Desk			6/15/2012	$2,410.10
0425	Associate Medical Examiner Desk			6/15/2012	$2,471.95
0484	Chief Medical Examiner Desk			6/15/2012	$3,066.35
0497	Administrative Assistant Desk			6/15/2012	$2,644.81
0493	General work area desk			6/15/2012	$1,164.90
0490	Desk Investigator Office - Middle Office			6/15/2012	$1,184.50
0435	Desk Investigator Office - East office			6/15/2012	$1,184.50
0427	Desk Investigator Office - West Office			6/15/2012	$1,184.50
0189	2-Way Motorola Radio	205CJK2963		1/15/2009	$2,600.00
0190	2-Way Motorola Radio	205CJK2969		1/15/2009	$2,600.00
0191	2-Way Motorola Radio	205CJK2956		1/15/2009	$2,600.00
0192	2-Way Motorola Radio	205CJK2978		1/15/2009	$2,600.00
0193	2-Way Motorola Radio	205CJK2955		1/15/2009	$2,600.00
0194	2-Way Motorola Radio	205CJK2971		1/15/2009	$2,600.00
0195	2-Way Motorola Radio	205CJK2994		1/15/2009	$2,600.00
0213	Cadaver Lift			12/5/2012	$8,038.00
0228-0232	Qty: 5 Cantilver racks @ **$1,756 ea.**			5/5/2012	$8,780.00
0254	Autopsy Saw110-120V, 50/60 Hz			12/12/2012	$1,346.35
0255	Digital X-ray			12/13/2012	$25,550.00
0432	Microscope - Dr. Mittleman		700847	10/2/2013	$9,577.00
	Co-Observation set up for Dr. M's Microscope - add to Inventory # 432 line above (Coverdell Grant			12/15/2015	$3,640.00
			Total for Inventory #432		**$13,217.00**
434	Autopsy Saw110-120V, 50/60 Hz			9/5/2014	1,254
0379	RX-4 Automatic Tablet Counter (Coverdell Grant)		RX-4	12/16/2014	$2,500.00
398	Autopsy Saw110-120V, 50/60 Hz (Coverdell Grant)			3/3/2015	$1,265.58
346	Autopsy Saw110-120V, 50/60 Hz			12/21/2015	$1,282.75
340	14 x 17 Cassette for digital x-ray			1/15/2016	$1,027.78
360	14 x 17 Cassette for digital x-ray			1/25/2017	$1,550.00
356	Autopsy Saw110-120V, 50/60 Hz (Coverdell Grant)			4/7/2017	$1,282.75

OFFICE OF THE MEDICAL EXAMINER - DISTRICT 19

PHYSICAL INVENTORY LIST

Items Under $1,000

Tag No.:	Description:	Serial No.:	Date ACQ.:	Purchase Price:
0126	Calculator, Victor 1208	Model 1209	3/12/2003	$34.00
0139	Camera, Konica Minolta DiMAGE Z10 - Bill	57415285	9/10/2004	$299.00
0155	Camera, Nikon Digital Camera CoolPix 4600-Not Used	31093310	11/4/2005	$207.95
0216	Camera, Sony DSC-HX100V Cyber-Shot - Morgue			
0224	Camera, Sony DSC-HX100V Cyber-Shot - Morgue	586065	11/14/2011	$399.99
0225	Camera, Sony DSC-HX100V Cyber-Shot - Morgue	586084	12/13/2011	$399.99
226	Camera, Sony DSC-HX200V Cyber-Shot - Morgue	3560272	10/4/2012	$429.99
0171	Camera, Sony Cyber-Shot DSC-HE Digita l- Morgue	3652087	7/9/2007	
0198	Camera, Nikon CoolPix P90 - Morgue - Vinny	30162498	7/8/2009	$409.00
0214	Camera, Nikon CoolPix P90 - Merv	30230336	11/23/2009	$409.00
0093	Camera/Lens - Camera Doesn't Work	N7707868	1/31/1992	$590.00
0153	Cart, Flat Shelf 19/30, Gray for the Morgue		7/25/2005	$169.00
0174	Computer, HP Lap Top	(S) CNF7357L79	9/29/2007	$996.00
0220	Computer & Monitor, Dell from IRSC	Service Tag:8HRFHQ1	6/7/2011	$997.33
0071	Dictaphone 3255 Micro Port. Dictator	288853	6/22/2004	$295.00
	Dictaphone 3254 Micro Port. Dictator -Replaced by 0154	943091		
412	Canon SX50 HS		9/24/2013	$428.00
0433	Camera		10/28/2013	$389.00
0094	File Cabinet - 4 Drawer, Letter Size	N/A	3/14/2001	$108.90
0095	File Cabinet - 4 Drawer, Letter Size	N/A	3/14/2001	$108.90
0096	File Cabinet - 4 Drawer, Letter Size	N/A	3/14/2001	$108.90
0097	File Cabinet - 4 Drawer, Letter Size	N/A	3/14/2001	$108.90
	File, Open Cabinets		5/18/2001	$93.60 & $679.68

	File, Open Cabinets (Replaced 1/13/04)		7/1/2003	$128.80 & $579.60
	File, Open Cabinets		7/29/2003	$231.84
0046	File Cabinet, Open Shelf Storage	N/A	3/3/1989	$910.00
0442	Upright Freezer		3/1/2012	$600.00
0108	Light For The Morgue-Skytron	122099026-083	10/1/2001	$584.00
0125	Micro Slide Storage Cabinet	NA	1/17/2003	$266.89
0157	Microscope-Accuscope Stereo	050451	1/27/2006	$400.00
0134	Modular Storage System (Micro slide Holder)	NA	1/14/2004	$583.44
0401	Printer, HP 950C DeskJet		5/3/2001	$244.00
0402	Printer, HP 2100M LaserJet	USFV07321	4/6/2001	$682.00
0403	Printer, HP 2100M LaserJet	USFV073276	4/6/2001	$682.00
0107	Printer, HP 2200D LaserJet	CNDRC43745	10/2/2001	$671.33
0124	Printer, HP Photosmart 7550 Photo	CN28K421FS	12/16/2002	$299.99
0141	Printer, HP Photosmart 8150-Dr. Mittleman's	MY4912K065	2/11/2004	$174.33
0145	Printer, For Morgue to do Labels	A5J716782	5/12/2005	$219.99
0176	Printer, Color & Scans For Dr. Graham		4/25/2008	$289.99
0182	Printer, HP LaserJet P3005DN for Dr. Mittleman	SCNJ1G08281	8/7/2008	$511.43
0184	Printer, HP LaserJet P3005DN-Dr. Mittleman	SCNJ1F76616	8/25/2008	$511.43
0202	Refrigerator	NA	9/22/1992	$499.00
	Saw, Autopsy	NA	9/28/2001	$793.80
0137	Saw, Autopsy, 115V, 50/60 GZ, 1,5 /AMPS	NA	7/30/2004	$963.00
	Scale - Electric	NA	6/26/2001	$219.00
0215	Shreader		1/14/2010	$149.99
	Skytron Diemeter Light W/Stand	NA	9/28/2001	$584.00
0170	Tape Recorder, Sony		4/23/2007	$44.00
0181	AS-4000 PC Transcription Kit - @ Transcriptionist's Home	OLAS4000	4/22/2008	$329.00
0030	Typewriter, IBM	47110662878	7/1/1987	$879.00
0031	Typewriter, IBM	7110530043	7/1/1987	$879.00
0185	Typewriter, IBM 6, 31K Memory,	11-0123590	8/27/2008	$349.00
0199	Typewriter, IBM Wheelwriter 6, Series II	11-6188229	9/24/2009	$399.00
0081	Video Recorder RCA	38430014	6/1/1991	$749.00
233-533	Autopsy Trays Qty: 20 @ **$640.00 ea.**		12/5/2012	$12,800.00
256	workstation - digital x-ray		12/11/2012	$787.00
257	Magnifier Light		1/16/2013	$443.00

No #	DVD Player	J46541645B	3/14/2006	$35.62
0216	Soney DSC HX1, NP-FH50 Camera	650299	8/10/2010	$399.00
0219	HP Laser Jet Printer P3015 - For Admin. Manager	VNBCB704RD	9/23/2010	$925.08
0188	Computer - Morgue	IRCC Workstation	9/29/2008	$944.66
413	Canon Camera		10/17/2014	$399.00
0330	Micro Slide Storage Cabinet		2/2/2015	$166.18
383	Canon Powershot Camera		6/25/2015	$459.00
0268	Olympus Digital Dictation Machine - REM		10/7/2015	$499.00
0269	Olympus Digital Dictation Machine - LON		10/12/2015	$499.00
355	Micro Slide Storage Cabinet		2/29/2016	$166.18
345	Partner phone - used		3/21/2016	$80.00
348	Partner phone - used		5/11/2016	$125.00
349	Partner phone - used		5/11/2016	$100.00
347	Fly Killer for Morgue		5/13/2016	$196.20
0390	Canon Camera - Obtained thru Coalition Grant		12/29/2016	$549.00
0341	Kyocera Color Laser Printer		1/12/2017	$992.00
357	Canon Powershot Camera		4/7/2017	$449.99
362	Olympus Digital Dictation Machine - SN		4/4/2017	$499.00
353	EGP Laser Printer - Dr. Norford		7/1/2017	$399.00
358	Partner phone - New (Christine)		9/25/2017	$150.00

F

The Florida Senate
Local Funding Initiative Request
Fiscal Year 2021-2022

LFIR # 1647

1. Project Title District 1 Medical Examiners Facility Planning and Design

2. Senate Sponsor Doug Broxson

3. Date of Request 02/17/2021

4. Project/Program Description

The requested funds will be used to initiate the planning and design process for a new District 1 Medical Examiner Facility. Currently the D1 ME operates out of leased space at Sacred Heart Hospital in Pensacola, FL. A site more centrally located in the District will be selected to allow easier access to all law enforcement and state attorney personnel within the District. The District counties have committed to construction of a new facility. This funding will properly scope the project.

5. State Agency to receive requested funds Department of Law Enforcement

State Agency contacted? No

6. Amount of the Nonrecurring Request for Fiscal Year 2021-2022

Type of Funding	Amount
Operations	500,000
Fixed Capital Outlay	0
Total State Funds Requested	**500,000**

7. Total Project Cost for Fiscal Year 2021-2022 (including matching funds available for this project)

Type of Funding	Amount	Percentage
Total State Funds Requested (from question #6)	500,000	100%
Matching Funds		
Federal	0	0%
State (excluding the amount of this request)	0	0%
Local	0	0%
Other	0	0%
Total Project Costs for Fiscal Year 2021-2022	**500,000**	**100%**

8. Has this project previously received state funding? No

Fiscal Year (yyyy-yy)	Amount		Specific Appropriation #	Vetoed
	Recurring	Nonrecurring		

9. Is future funding likely to be requested? Yes

a. If yes, indicate nonrecurring amount per year. 2,000,000

b. Describe the source of funding that can be used in lieu of state funding.

One additional year of funding at $2M will supplement local funding of $10M for construction of the facility once the planning and design is complete.

10. Has the entity requesting this project received any federal assistance related to the COVID-19 pandemic?

Yes

If yes, indicate the amount of funds received and what the funds were used for.

$32 million through the Coronavirus Relief Fund. Used for small business economic recovery grants, first responders, and COVID-19 testing centers.

11. Details on how the requested state funds will be expended

Spending Category	Description	Amount
Administrative Costs:		
Executive Director/Project Head Salary and Benefits		0
Other Salary and Benefits		0
Expense/Equipment/Travel/Supplies/ Other		0
Consultants/Contracted Services/Study	RFQ will be initiated to hire architect and engineering consultants for planning and design. The deliverable will be a complete design criteria package to allow for design-build of the new facility	500,000
Operational Costs: Other		
Salary and Benefits		0
Expense/Equipment/Travel/Supplies/ Other		0
Consultants/Contracted Services/Study		0
Fixed Capital Construction/Major Renovation:		
Construction/Renovation/Land/ Planning Engineering		0
Total State Funds Requested (must equal total from question #6)		**500,000**

12. Program Performance

a. What specific purpose or goal will be achieved by the funds requested?

RFQ will be initiated to hire architect and engineering consultants for planning and design. The deliverable will be a complete design criteria package to allow for design-build of the new facility

b. What activities and services will be provided to meet the intended purpose of these funds?

A new, efficient medical examiner office will assist the State Attorney in criminal prosecutions, ensure timely determinations in accordance with Florida Statue Chapter 406.

c. What direct services will be provided to citizens by the appropriation project?

All medical examiner services as required in Chapter 406 of Florida Statute.

d. Who is the target population served by this project? How many individuals are expected to be served?

Over 700,000 residents of the District 1 area.

e. What is the expected benefit or outcome of this project? What is the methodology by which this outcome will be measured?

Better service, timely determinations on cause of death.

f. What are the suggested penalties that the contracting agency may consider in addition to its standard penalties for failing to meet deliverables or performance measures provided for the contract?

Reimbursement of any/all State funds if deliverable is not complete.

13. The owners of the facility to receive, directly or indirectly, any fixed capital outlay funding. Include the relationship between the owners of the facility and the entity.

DOMES, Inc. is the non-profit which oversees and manages all D1 Medical Examiner services.

The Florida Senate
Local Funding Initiative Request
Fiscal Year 2021-2022

LFIR # 1647

14. Requestor Contact Information

a. First Name	Dan	**Last Name**	Schebler
b. Organization	Santa Rosa County		
c. E-mail Address	dans@santarosa.fl.gov		
d. Phone Number	(850)983-1877	**Ext.**	

15. Recipient Contact Information

a. Organization	DOMES, Inc.		
b. Municipality and County	Santa Rosa		

c. Organization Type

- ☐ For Profit Entity
- ☑ Non Profit 501(c)(3)
- ☐ Non Profit 501(c)(4)
- ☐ Local Entity
- ☐ University or College
- ☐ Other (please specify)

d. First Name	Jeff	**Last Name**	Martin
e. E-mail Address	jmartin@fdle.com		
f. Phone Number	(850)416-7210		

16. Lobbyist Contact Information

a. Name	Jon Johnson
b. Firm Name	Johnson & Blanton
c. E-mail Address	cheryl@teamjb.com
d. Phone Number	(850)224-1900

Chapter 406, Florida Statutes, is the "Medical Examiners Act."[1] The act authorizes the creation of medical examiner districts throughout the state based on enumerated factors:

"[P]opulation, judicial circuits of the state, geographical size of the area of coverage, availability of trained personnel, death rate by both natural and unnatural causes, and similar related factors. No county may be divided in the creation of a district. However, this limitation shall not prohibit cooperative arrangements among the several districts."[2]

District medical examiners are appointed by the Governor for a three-year term of office.[3] The grounds for discipline for a medical examiner are set forth in section 406.075, Florida Statutes, and the Medical Examiners Commission is the entity responsible for reprimanding, placing on probation, removing, or suspending any medical examiner.

Medical examiner districts are distinct and independent statutory entities created for restricted purposes; they are not state agencies, as their prescribed powers are definitely confined to a less than statewide area.[4] Similarly, while there appear to be several medical examiner districts that encompass only one county,[5] the districts' mandates may reach across county lines.[6] Officers of a special district "are neither state nor county officers."[7] Thus, it is my opinion that a district medical examiner is a district officer rather than a state or county officer.

More particularly, Chapter 116, Florida Statutes, requires generally that state and county officers who collect funds that are due to the state or county must pay those moneys into the state or county treasury. This chapter also makes provision for reports to be made to the Department of Banking and Finance (now the Department of Financial Services) of fees and commissions of county or state fee officers.[8] This chapter does not apply to district medical examiners. Similarly, Chapter 145, Florida Statutes, which sets the compensation of county officials such as the clerk of circuit court,[9] the sheriff,[10] and the supervisor of elections,[11] does not prescribe the compensation of a district medical examiner.

Chapter 219, Florida Statutes, relates to the handling of county public money by state and county officers. The term "officer" for purposes of Chapter 219 is defined to mean "a county officer, including an officer whose authority is ordinarily confined to a district within a county, whose duties require or authorize him or her to collect public money[.]" As discussed above, a district medical examiner is not a county officer nor is his or her authority confined to "a district within a county." Thus, the provisions of this chapter do not apply.

Part III, Chapter 218, Florida Statutes, is the "Uniform Local Government Financial Management and Reporting Act."[12] For purposes of the act, a "local governmental entity" within the scope of these provisions includes a county agency, a municipality, or a special district as defined in section 189.403, Florida Statutes. Section 189.403(1), Florida Statutes, defines "Special district" to mean

"a local unit of special purpose, as opposed to general-purpose,

EXHIBIT B

7. Must all income and revenues received by the chief medical examiner from the counties and other revenue sources be deposited in a public depository under Chapter 136, Florida Statutes; or may such funds, in whole or in part, be deposited in privately owned accounts, such as the chief medical examiner's professional association accounts?

8. Must associate medical examiners file financial disclosure statements pursuant to section 112.3145, Florida Statutes?

9. Is the medical examiner required to have an annual financial audit as described in section 11.45, Florida Statutes?

According to information you have submitted to this office and information provided by the District 21 Medical Examiner's Office, an audit of the medical examiner's office is currently underway. A number of questions have arisen concerning the nature of the medical examiner's office and the methods of accounting for funds of the office.

The District 21 Medical Examiner's Office covers Lee, Hendry and Glades counties. The physical facilities and the equipment for that office are located in and owned by Lee County. The medical examiner's office submits an annual budget to the county. The budget consists of anticipated operational expenses and professional fees of the medical examiner's office. The only fees specified in the budget are fees for autopsies, narratives and declined jurisdiction. An interlocal agreement entered into between the medical examiner's office and the counties in the district specify percentages of payment for budgeted operational expenses of the office. Each county directly compensates the medical examiner for the professional fees, toxicology and transportation costs attributable to that particular county.

The current chief medical examiner for District 21 was appointed by the Governor in 2001. No written contract was suggested or offered to her by Lee County. She operates the medical examiner's office as a professional association, as did her predecessors. The current chief medical examiner does not engage in a separate private medical practice at the medical examiner's office.

A number of the questions presented in your request require some determination or characterization of the working arrangement between the medical examiner and the county. It is clear from the information submitted both by you and by the medical examiner that no written contract or agreement exists defining the working roles and responsibilities of each party, nor has that office ever operated under such an agreement. This office has no ability to characterize the arrangement between these parties in the absence of any written contract or other document providing the terms under which the medical examiner's office operates. It is my understanding that the county and the medical examiner are currently negotiating a contract establishing the terms under which the District 21 Medical Examiner's Office and Lee County will operate in the future.

Question One

EXHIBIT B

government within a limited boundary, created by general law, special act, local ordinance, or by rule of the Governor and Cabinet. The special purpose or purposes of special districts are implemented by specialized functions and related prescribed powers."

Among the legislative purposes for adoption of the act was to:

"(c) Improve communication and coordination between special districts and other local entities with respect to ad valorem taxation, non-ad valorem assessment collection, special district elections, and local government comprehensive planning.

(d) Move toward greater uniformity in special district elections and non-ad valorem assessment collection procedures at the local level without hampering the efficiency and effectiveness of the current procedures."[13]

While a medical examiner's district is in the nature of a special district because of its specialized function and geographical limitations, it is not a unit of government with the authority to impose taxes, nor is the medical examiner subject to election. Thus, it does not appear that a medical examiner district is subject to the management and reporting requirements of Part III, Chapter 218, Florida Statutes.

Question Two

I understand your second and third questions to be attempts to characterize the nature of fees coming into the Office of the District Medical Examiner.

Section 406.06(3), Florida Statutes, provides that:

"District medical examiners and associate medical examiners shall be entitled to compensation and such reasonable salary and fees as are established by the board of county commissioners in the respective districts."

Section 406.08, Florida Statutes, more clearly delineates who pays the medical examiner and what services are paid:

"(1) Fees, salaries, and expenses may be paid from the general funds or any other funds under the control of the board of county commissioners. The district medical examiner shall submit an annual budget to the board of county commissioners.
(2) In the event that an examination or autopsy is performed by the district medical examiner or his or her associate upon a body when the death occurred outside the district, the governmental body requesting the examination or autopsy shall pay the fee for such services.
(3) When a body is transported to the district medical examiner or his or her associate, transportation costs, if any, shall be borne by the county in which the death occurred. Nothing within this chapter shall preclude payment for services to the district medical examiner by the state, either in part or on a matching basis.
(4) Notwithstanding any provision of law to the contrary, if an examination, investigation, or autopsy is performed by the district

11G-1.001 Structure, Purpose.

(1) The Medical Examiners Commission is created within the Department of Law Enforcement (the Department). The Commission consists of nine persons appointed or selected as provided in Section 406.02(1), F.S.

(2) The Commission submits nominations to the Governor for appointment of a district medical examiner for each medical examiner district, as defined in this rule chapter, from nominees who are practicing physicians in pathology. In home rule counties which have established medical examiners under provisions of home rule charter, the medical examiner shall serve as the district medical examiner who would otherwise be appointed under this chapter.

Specific Authority 406.04 FS. Law Implemented 406.02, 406.06, 406.17 FS. History–New 10-18-81, Formerly 11G-1.01, Amended 7-6-99.

11G-1.001 Purpose, Definitions.

(1) The Medical Examiners Commission adopts rules pursuant to section 406.04, F.S., to comply with the requirements of chapter 406, part I, F.S., and rule division 11G, F.A.C., shall read in conjunction with chapter 406, part I, F.S.

(2) The following terms shall be deemed controlling for rule division 11G, F.A.C., and chapter 406, part I, F.S., unless otherwise defined in chapter 406, part I, F.S.:

(a) "Associate medical examiner" means associate medical examiner as defined in section 406.06, F.S.

(b) "Autopsy" means autopsy as defined in section 872.04(1), F.S.

(c) "Charge" of a dead body means administrative control over the location, transportation, and disposition of the body, and does not imply custody of the body.

(d) "Custody" of a dead body means physical possession of the body, and does not imply charge of the body.

(e) "District medical examiner" means district medical examiner as defined in section 406.06, F.S.

(f) "Identification photograph" means a still image of the face, ear, tattoo, or other distinctive mark of a dead human body, taken for identification purposes only and that includes a medical examiner case number.

(g) "Legally authorized person" means legally authorized person as defined in section 497.005(39), F.S.

(h) "Medical examiner" means a district medical examiner, associate medical examiner, or substitute medical examiner.

(i) "Medical Examiners Commission" means "Medical Examiners Commission" as defined in section 406.06, F.S.

(j) "Photograph of an autopsy" does not include an identification photograph, a photomicrograph, or a photoradiograph.

(k) "Photomicrograph" means a still image of tissue depicting histologic detail, captured through a microscope.

(l) "Photoradiograph" means an image produced by the capture of radiation or other forms of non-visible energy, which depicts the structure of objects through which the radiation or energy has passed.

(m) "Substitute medical examiner" means a medical examiner appointed pursuant to section 406.15, F.S.

Rulemaking Authority 406.04 FS. Law Implemented 406.02, 406.06, 406.17 FS. History–New 10-18-81, Formerly 11G-1.01, Amended 7-6-99, 5-21-12.

11G-5.004 Process for District Medical Examiner Candidate Nomination to the Governor.

(1) Policy Statement. Nominations for appointment as a district medical examiner shall be made only after solicitation of comments from city, county and state officials as well as from directors of funeral homes. Candidates nominated by the Medical Examiners Commission will be submitted to the Governor within 30 days after the Commission has voted on the matter. It is not the intent of the Commission to serve as the primary recruiting source for district medical examiner candidates, rather, the Commission intends that this responsibility should remain primarily within the district. The Commission will provide a medical examiner member of the Commission to participate in the candidate screening process at the district level.

(2) Procedure for Nomination for Reappointment of District Medical Examiners.

(a) Prior to the expiration of each incumbent district medical examiner's three year term of appointment, the Medical Examiners Commission staff shall survey by written correspondence the district's state attorney(s), public defender(s), sheriff(s), police chief(s), county commissioner(s), funeral home directors and a member of the local medical community. The survey will solicit input from each relevant to performance of the incumbent district medical examiner and ask for a "favorable" or "non-favorable" response regarding nomination for reappointment. Additionally, the survey will ask for suggestions for improving district medical examiner services. The survey shall request recommendations for the nomination of the incumbent or any other qualified candidate(s) to serve as district medical examiner.

(b) A summary of the survey results shall be provided to the Commission. Copies of the survey responses shall be forwarded to the incumbent district medical examiner by Commission staff. The incumbent, together with any other qualified candidates named in the survey responses, shall be notified in writing as to the date, time and place of the Commission meeting which will be considering the reappointment of the district medical examiner.

(c) The Commission chairman may request establishment of a committee, as referred to in paragraph 11G-5.004(3)(b), F.A.C., to address concerns regarding the incumbent district medical examiner raised in the survey responses or to initiate a search for other candidates for nomination by the Commission.

(3) Procedure to fill a District Medical Examiner Vacancy.

(a) The Governor will be notified by the Commission upon determination that a district medical examiner position has become vacant or is anticipated to become vacant. The Commission shall also notify the respective state attorney(s), public defender(s), sheriff(s), police chief(s), county commission(s) and funeral home directors for that medical examiner district, requesting that names of potential candidates for the position of district medical examiner be submitted to the candidate search committee established in paragraph 11G-5.004(3)(b), F.A.C.

(b) Within 30 days of being notified of a vacancy or anticipated vacancy, the Chairman of the Commission shall call for a district candidate search committee to be established and appoint a chairman. The search committee shall consist of invited representatives from the offices of the state attorney(s), public defender(s), sheriff(s), police chief(s), county commission(s), funeral homes and a representative of the local medical community from within the bounds of that particular medical examiner district and a physician member of the Medical Examiners Commission or other medical examiner designated by the Chairman. The search committee shall be requested to:

1. Seek applications from interested candidates who are licensed physicians and experienced practitioners of pathology who possess qualifications to take the examination or already possess the primary certification offered by the American Board of Pathology, American Osteopathic Board of Pathology, or equal qualification rendered by a non-United States medical specialty certifying agency.

2. Establish an interview team, which shall have a quorum of three participants, to interview interested candidates meeting minimum position qualifications. If the district includes a medical school, the dean of the medical school should be invited to participate as a member of the interview team.

3. Assure that the candidate(s) recommended to the Commission for nomination as district medical examiner is in agreement with the respective county representatives regarding the medical examiner budget as outlined in section 406.06(3), F.S.

4. Review background information about the final candidate(s) from present and past sources, to include a criminal history check, comments of county medical associations, employment references, local hospitals, government agencies and funeral homes with which the candidate(s) has a prior working relationship. Background inquiries should incorporate information on work performance and working relationships, as well as the candidate(s) reasons for and circumstances of leaving employment.

5. Submit an interview package to the Medical Examiners Commission staff for each candidate recommended to the Commission for nomination consisting of: pertinent correspondence regarding the candidate(s); results of background inquiries;

MEDICAL EXAMINERS COMMISSION

Stephen J. Nelson, M.A., M.D., F.C.A.P.
Chairman
District 10 Medical Examiner
1021 Jim Keene Boulevard
Winter Haven, Florida 33880
(863) 298-4600
email: StephenNelson@polk-county.net
First Term: 2/13/2014-7/1/2016
Second Term: 08/29/2018-07/01/2020

Barbara C. Wolf, M.D.
District 5 Medical Examiner
809 Pine Street
Leesburg, Florida 34748
(352) 326-5961
email: barbara.wolf@marioncountyfl.org
First Term: 8/7/2015-7/1/2019

Vacant
Sheriff

Robin Giddens Sheppard, L.F.D.
Funeral Director/Vice President
Hardage-Giddens Funeral Homes
4801 San Jose Boulevard
Jacksonville, Florida 32207
(904) 737-7171
email: Robin.Sheppard@dignitymemorial.com
First Term: 8/15/2013-7/1/2016
Second Term: 08/29/2018-07/01/2020

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Vacant
State Attorney

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Board of County Commissioners
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CHAPTER 406
MEDICAL EXAMINERS; DISPOSITION OF HUMAN REMAINS
PART I
MEDICAL EXAMINERS
(ss. 406.01-406.17)

Section pertaining to payment

406.08 Payment of fees, salaries, and expenses; transportation costs; facilities.

(1) Fees, salaries, and expenses may be paid from the general funds or any other funds under the control of the board of county commissioners. The district medical examiner shall submit an annual budget to the board of county commissioners.

(2) In the event that an examination or autopsy is performed by the district medical examiner or his or her associate upon a body when the death occurred outside the district, the governmental body requesting the examination or autopsy shall pay the fee for such services.

(3) When a body is transported to the district medical examiner or his or her associate, transportation costs, if any, shall be borne by the county in which the death occurred. Nothing within this chapter shall preclude payment for services to the district medical examiner by the state, either in part or on a matching basis.

(4) Notwithstanding any provision of law to the contrary, if an examination, investigation, or autopsy is performed by the district medical examiner or his or her associate upon the body of a person who died while in the custody of a facility or institution operated by a state agency, that state agency shall pay for such services and for any costs of transporting the body to the district medical examiner.

(5) Autopsy and laboratory facilities utilized by the district medical examiner or his or her associates may be provided on a permanent or contractual basis by the counties within the district.

History.s. 5, ch. 70-232; s. 144, ch. 77-104; s. 3, ch. 81-89; s. 1, ch. 85-268; s. 4, ch. 87-359; s. 28, ch. 97-103.

J

OFFICE OF THE
MEDICAL
EXAMINER
DISTRICT 19

Patricia A. Aronica, M.D.
Chief Medical Examiner

Adrienne E. Sauder, M.D.
Associate Medical Examiner

Raman Baldzizhar, M.D.
Associate Medical Examiner

March 22, 2022

Ms. Jennifer Manning
Director of Management & Budget
Martin County Administration Center
2401 SE Monterey Road
Stuart, Florida 34996

Dear Ms. Manning:

Enclosed is the District 19 Medical Examiner's fiscal year 2022-2023 budget proposal for approval by the Martin County Board of County Commissioners.

The overall request before applying the credit of unused funds is $4,125,180.00, an increase of 37.60%.

The adjusted budget request after deducting the credit of unused funds is an increase of 44.06% for Martin County. This percentage increase is in part due to an increase of operating expenses, but most of the increase stems from the addition of four new positions, and a new database.

Since 2012 our office has had a 53% increase in workload. Cremation authorizations have increased 64%, the total district deaths have increased by 60% and the number of cases investigated and determined to be Non-Medical Cases has increased by 471% (See attached Chart B). **In comparison to 2020 there has been a 21% increase in autopsies**. Population growth has increased in recent years, and the growth trend is projected to continue. There are no signs of the workload decreasing, and here recently a trend has emerged in the number of complex cases that our office receives.

Operating expenses in this budget, such as Body Transport Services, Toxicology, and Morgue Supplies have increased due to workload volume, and vendor price increases. In addition, four new positions have been added to compensate for the ever-growing workload as stated above. The proposed positions consist of a full-time, and part-time Associate Medical Examiner. A Forensic Science Technician, and a Medical Records Clerk. The addition of these positions will not only alleviate the stress off an already stretched thin staff, but they are crucial for our office to be able to maintain the level of excellence at which we are accustomed to providing to our families. Items such as office furniture, equipment, and supplies for these additional positions have been taken into consideration and are included in this budget proposal.

As mentioned in the previous budget year our office is in the process of becoming accredited by the National Association of Medical Examiners (NAME). The current database that houses all our cases is antiquated. The database does not meet the criteria for our office to become accredited, and it is not designed for the specific needs of a Medical Examiner's Office. Servicing the current database has proven to be challenging and making any kind of modifications to meet our needs has been exhausted. We have included the cost of a new database and have increased our Office Equipment Maintenance and Service budget by $35,350.00. This will be a recurring annual fee to maintain the database. Having a new database assures we meet current and future accreditation standards and satisfies service needs.

Finally, a three percent COLA increase has been included in this budget proposal for all employees.

It has been a privilege to serve as the District 19 Medical Examiner. I look forward to continuing to serve our families, and to see what the future holds for our office.

Most Sincerely,

Patricia A. Aronica, M.D.
District Chief Medical Examiner

Attachments - FY2022-23 Budget Packet
Chart B

CHART B
District 19 Medical Examiner's Office
2012-2021

Year	Total Case Workload*	Total Cremation Authorizations**	Total District Deaths***	Total Cases Investigated but Bodies Not Viewed****
2012	789	4,650	6,425	190
2013	850	4,991	6,704	292
2014	900	5,277	7,061	483
2015	933	5,409	7,040	463
2016	1,043	5,558	7,312	544
2017	1,034	5,710	7,413	621
2018	1,107	5,822	7,506	725
2019	988	6,165	7,756	813
2020	1,378	6,781	9,237	1,009
2021	1,200	7,617	10,272	1,085

*Total case workload includes autopsies, inspections and consultation cases and has **increased by 53%** since 2012.

Total cremation authorizations have **increased 64% since 2012.

***Total district deaths have **increased 60%** since 2012.

**** Total cases investigated but bodies not viewed **increased by 471%** in2021.

Please Note that in 2020 the Total Case Workload Reflects 350 COVID Cases

OFFICE OF THE MEDICAL EXAMINER
DISTRICT 19, FLORIDA



BUDGET PROPOSAL
FOR FISCAL YEAR 2022-2023

SUBMITTED BY:

PATRICIA A. ARONICA, M.D.

CHIEF MEDICAL EXAMINER

2500 South 35th Street

Fort Pierce, FL 34981

(772) 464-7378

OFFICE OF THE MEDICAL EXAMINER
DISTRICT 19, FLORIDA

BUDGET PROPOSAL FOR FISCAL YEAR 2022-2023

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OFFICE OF THE MEDICAL EXAMINER, DISTRICT 19, FLORIDA

BUDGET PROPOSAL FOR FISCAL YEAR 2022-2023

	DISTRICT	IRC	MC	OC	SLC
COUNTY SHARE	100%	24.36%	22.42%	7.11%	46.11%
SERVICES					
District Medical Examiner	339,488	82,686	76,128	24,139	156,535
Associate Medical Examiner	260,000	63,326	58,303	18,487	119,883
Associate Medical Examiner	220,731	53,762	49,498	15,695	101,777
Associate Medical Examiner	220,731	53,762	49,498	15,695	101,777
Associate Medical Examiner-Part Time	149,500	36,412	33,524	10,630	68,933
Operations Manager	73,500	17,902	16,482	5,226	33,890
Chief Medical Examiner Investigator	64,050	15,600	14,363	4,554	29,533
Medical Examiner Investigator	40,906	9,963	9,173	2,909	18,861
Medical Examiner Investigator	40,906	9,963	9,173	2,909	18,861
Medical Examiner Investigator	40,360	9,830	9,050	2,870	18,610
Medical Examiner Investigator	40,360	9,830	9,050	2,870	18,610
Forensic Science Technician	61,000	14,857	13,679	4,337	28,127
Forensic Science Technician	40,491	9,862	9,080	2,879	18,670
Forensic ScienceTechnician	37,674	9,176	8,448	2,679	17,371
Forensic Science Technician	37,674	9,176	8,448	2,679	17,371
Office Manager	62,830	15,303	14,089	4,468	28,970
Medical Records Clerk II	37,620	9,163	8,436	2,675	17,346
Medical Records Clerk II	35,414	8,625	7,941	2,518	16,329
Medical Records Clerk II	34,026	8,287	7,630	2,419	15,689
Overtime for Investigators	12,856	3,131	2,883	914	5,928
Benefit Package	1,139,832	277,619	255,600	81,048	525,565
SERVICES SUBTOTAL	**2,989,949**	**728,236**	**670,478**	**212,600**	**1,378,636**
OPERATING EXPENSE					
IRSC Lease Morgue	1	0	0	0	1
Audit Accounting Service	6,100	1,486	1,368	434	2,813
Automobile Travel / Gas / Repairs	10,000	2,436	2,242	711	4,611
Body Transport	145,000	35,316	32,515	10,310	66,858
Books	1,200	292	269	85	553
Business Supplies	25,000	6,089	5,606	1,778	11,527
Business Telephone	2,000	487	448	142	922
Cellular Telephone	2,500	609	561	178	1,153
Consultant Fees (Odontology/Human I.D. Lab)	7,000	1,705	1,570	498	3,228
Education and Meetings	8,000	1,948	1,794	569	3,689
Insurance - Automobile / Umbrella	7,500	1,827	1,682	533	3,458
Insurance - Contents Office	3,200	779	718	228	1,475
Insurance - Employee Practices Liab.	7,300	1,778	1,637	519	3,366
Insurance - Profess. & Gen. Liab. Doctors	35,000	8,525	7,849	2,489	16,138
Insurance-General Liability Office	3,000	731	673	213	1,383
Material Center	500	122	112	36	231
Utilities	35,000	8,525	7,849	2,489	16,138
Legal Fees	15,000	3,653	3,364	1,067	6,916
Morgue Equip. Repairs / Replacement	11,920	2,903	2,673	848	5,496
Morgue Supplies	50,000	12,178	11,212	3,555	23,055
Office Cleaning	3,800	926	852	270	1,752
Office Equipment Maintenance & Service	67,750	16,501	15,193	4,817	31,239
Photography Expense	950	231	213	68	438
Postage / FedEx	1,500	365	336	107	692

Professional Dues Subscriptions	1,000	244	224	71	461
Professional Memberships / License	4,000	974	897	284	1,844
Solid Waste Disposal	11,000	2,679	2,467	782	5,072
Toxicology	250,000	60,890	56,061	17,776	115,273
Transcription Service	8,000	1,948	1,794	569	3,689
Reserve for Compensated Leave Absences	94,000	22,895	21,079	6,684	43,342
New Database Module (Equipment > $1,000)	62,400	15,198	13,993	4,437	28,772
New Database Configuration	140,610	34,247	31,531	9,998	64,834
Office Furniture-Desks(2)	5,000	1,218	1,121	356	2,305
Microscope New Dr.	10,000	2,436	2,242	711	4,611
Contingency	100,000	24,356	22,424	7,110	46,109
OPERATING SUBTOTAL	**1,135,231**	**276,498**	**254,569**	**80,720**	**523,444**
TOTAL REQUEST	**$4,125,180**	**1,004,734**	**925,046**	**293,320**	**1,902,081**
Credit Unused Funds*	(975,000)	(237,472)	(218,638)	(69,327)	(449,563)
ADJUSTED REQUEST	**3,150,180**	**767,261**	**706,408**	**223,993**	**1,452,518**
Monthly Request	262,515	63,938	58,867	18,666	121,043
*22/23 County Share	100%	24.36%	22.42%	7.11%	46.11%

SALARY AND BENEFITS CALCULATION WORKSHEET

October 1, 2022 - September 30, 2023

Employee Position	Annual Salary	S.S. 6.20%	Medicare 1.45%	Retiremt. 11.11%	Health Insurance	Unemploy. 0.33%	Health Ins. Admin. Fees 2.5%	Life 0.00059 Per 1000	Work's Comp. @ 0.25%	Total Salary	Total Benefits	Total Salary and Benefits
District Medical Examiner*	339,488	8,537	4,923	92,205	26,538	1,120	663	2,404	5,805	339,488	142,195	481,683
Associate Medical Examiner*	260,000	8,537	3,770	70,616	26,538	858	663	1,841	4,446	260,000	117,269	377,269
Associate Medical Examiner*	220,731	8,537	3,201	59,951	26,538	728	663	1,563	3,775	220,731	104,956	325,687
Associate Medical Examiner*	220,731	8,537	3,201	59,951	26,538	728	663	1,563	3,775	220,731	104,955	325,686
Associate Medical Examiner*	149,500	8,537	2,168	40,604	0	493	0	1,058	2,556	149,500	55,418	204,918
Operations Manager*	73,500	4,557	1,066	19,963	26,538	243	663	520	184	73,500	53,733	127,233
Chief ME Investigator *	64,050	3,971	929	17,396	26,538	211	663	453	160	64,050	50,322	114,372
ME Investigator*	40,906	2,536	593	11,110	26,538	135	663	290	102	40,906	41,968	82,874
ME Investigator *	40,906	2,536	593	11,110	26,538	135	663	290	102	40,906	41,968	82,874
ME Investigator *	40,360	2,502	585	10,962	26,538	133	663	286	101	40,360	41,771	82,131
ME Investigator*	40,360	2,502	585	10,962	26,538	133	663	286	101	40,360	41,771	82,131
Forensic Science Technician*	61,000	3,782	885	16,568	26,538	201	663	432	1,043	61,000	50,112	111,112
Forensic Science Technician*	40,491	2,510	587	10,997	26,538	134	663	287	692	40,491	42,409	82,900
Forensic Science Technician*	37,674	2,336	546	10,232	26,538	124	663	267	644	37,674	41,351	79,025
Forensic Science Technician*	37,674	2,336	546	10,232	26,538	124	663	267	644	37,674	41,351	79,025
Office Manager	62,830	3,895	911	6,980	26,538	207	663	445	157	62,830	39,798	102,628
Medical Records Clerk II	37,620	2,332	545	4,180	26,538	124	663	266	94	37,620	34,744	72,364
Medical Records Clerk II	35,414	2,196	514	3,934	26,538	117	663	251	89	35,414	34,301	69,715
Medical Records Clerk II	34,026	2,110	493	3,780	26,538	112	663	241	85	34,026	34,023	68,049
Overtime for Investigators	12,856	797	186	3,492	0		0	91	32	12,856	4,598	17,454
Health Insurance - Retirees					20,820						20,820	20,820
	1,850,117	83,586	26,827	475,224	498,504	6,063	11,941	13,099	24,588	1,850,117	1,139,832	2,989,949

*Special Risk Rate Is 27.16%

OFFICE OF THE MEDICAL EXAMINER

DISTRICT 19, FLORIDA

BUDGET HISTORY

FISCAL YEAR	TOTAL BUDGET	NET CHANGE	PERCENT CHANGE	CREDIT FUNDS
1988-89	$677,988.00			
1989-90	$641,527.00	-36,461	-5.38%	
1990-91	$690,290.00	48,763	7.60%	
1991-92	$642,373.00	-47,917	-6.94%	
1992-93	$701,798.00	59,425	9.25%	$319,040.00
1993-94	$724,255.00	22,457	3.20%	
1994-95	$760,706.00	36,451	5.03%	$69,656.00
1995-96	$803,998.00	43,292	5.69%	$48,249.00
1996-97	$783,320.00	-20,678	-2.57%	$48,229.00
1997-98	$800,387.00	17,067	2.18%	$79,668.00
1998-99	$804,860.00	4,473	0.56%	$91,453.00
1999-00	$840,639.00	35,779	4.45%	$91,453.00
2000-01	$928,133.00	87,494	10.41%	$44,407.00
2001-02	$970,129.00	41,996	4.52%	$27,812.00
2002-03	$1,058,663.00	88,534	9.13%	$31,700.00
2003-04	$1,148,624.00	89,961	8.50%	$21,990.00
2004-05	$1,196,481.00	47,857	4.17%	$8,608.00
2005-06	$1,235,460.00	38,979	3.26%	$172,494.00
2006-07	$1,314,847.00	79,387	6.43%	$97,703.00
2007-08	$1,382,308.00	67,461	5.13%	$214,570.00
2008-09	$1,465,531.00	83,223	6.02%	$176,301.00
2009-10	$1,474,670.00	9,139	0.62%	$186,716.00
2010-11	$1,422,719.00	-51,951	-3.52%	$250,000.00
2011-12	$1,538,835.00	116,116	8.16%	$287,963.00
2012-13	$1,448,519.00	-90,316	-5.87%	$283,901.00
2013-14	$1,519,747.00	71,228	4.92%	$451,599.00
2014-15	$1,519,212.00	-535	-0.04%	$379,081.00
2015-16	$1,575,401.00	56,189	3.70%	$353,382.00
2016-17	$1,802,687.00	227,286	14.43%	$337,757.00
2017-18	$2,116,231.00	313,544	17.39%	$342,370.00
2018-19	$2,316,139.00	199,908	9.45%	$421,922.00
2019-20	$2,968,259.00	652,120	28.16%	$1,157,665.00
2020-21	$2,830,062.00	-138,197	-4.66%	$875,000.00
2021-22	$2,997,901.00	167,839	5.93%	$925,000.00
2022-23	$4,125,180.00	1,127,279	37.60%	$975,000.00

OFFICE OF THE MEDICAL EXAMINER
DISTRICT 19, FLORIDA

COUNTY SHARE CALCULATION FOR 2021

	INDIAN RIVER	MARTIN	OKEECHOBEE	SAINT LUCIE
A. AUTOPSIES IN COUNTY	168	157	59	370
B. TOTAL AUTOPSIES IN DISTRICT	754	754	754	754
AUTOPSY RATIO (A/B)	22.28%	20.82%	7.82%	49.07%
AUTOPSY RATIO X 0.5	11.14%	10.41%	3.91%	24.54%
C. DEATHS IN COUNTY	2,715	2,468	657	4,432
D. TOTAL DEATHS IN DISTRICT	10,272	10,272	10,272	10,272
DEATH RATIO (C/D)	26.43%	24.03%	6.40%	43.15%
DEATH RATIO X 0.5	13.22%	12.01%	3.20%	21.57%
E. COUNTY AUTOPSY AND DEATH RATIO	24.36%	22.42%	7.11%	46.11%
F. DISTRICT AUTOPSY AND DEATH RATIO	100.00%	100.00%	100.00%	100.00%
THE COUNTY TO DISTRICT RATIO (E/F)	24.36%	22.42%	7.11%	46.11%
THE COUNTY PERCENTAGE (E/F X 100)	24.36%	22.42%	7.11%	46.11%

OFFICE OF THE MEDICAL EXAMINER
DISTRICT 19, FLORIDA

COUNTY SHARE HISTORY

YEAR	INDIAN RIVER	MARTIN	OKEECHOBEE	SAINT LUCIE
1988	24.70%	26.40%	10.00%	38.90%
1989	25.20%	25.80%	8.30%	40.60%
1990	27.10%	27.10%	9.40%	36.40%
1991	24.90%	27.30%	9.10%	38.70%
1992	23.00%	27.30%	9.10%	40.60%
1993	26.20%	29.20%	6.80%	37.80%
1994	24.70%	27.80%	8.50%	39.00%
1995	24.70%	27.30%	7.30%	40.70%
1996	23.60%	25.70%	8.50%	42.10%
1997	24.40%	28.00%	8.90%	38.60%
1998	27.00%	25.20%	9.90%	37.90%
1999	26.10%	28.20%	8.70%	37.00%
2000	24.40%	28.50%	8.30%	38.80%
2001	27.40%	25.80%	7.50%	39.30%
2002	26.30%	27.50%	7.50%	38.70%
2003	26.50%	28.30%	7.10%	38.10%
2004	26.10%	30.00%	7.50%	36.40%
2005	26.80%	28.30%	8.30%	36.60%
2006	26.30%	28.80%	8.10%	36.80%
2007	26.50%	26.60%	8.40%	38.50%
2008	27.90%	24.80%	7.40%	39.90%
2009	26.70%	24.70%	7.10%	41.50%
2010	24.20%	23.30%	7.40%	45.10%
2011	24.37%	26.68%	6.32%	42.63%
2012	25.81%	25.73%	5.61%	42.85%
2013	26.20%	24.65%	7.56%	41.60%
2014	26.53%	24.86%	6.27%	42.34%
2015	25.32%	25.42%	6.00%	43.26%
2016	23.83%	25.40%	6.75%	44.02%
2017	23.99%	25.78%	6.87%	43.36%
2018	24.96%	23.68%	6.71%	44.65%
2019	25.04%	23.82%	6.39%	44.75%
2020	23.44%	23.66%	7.44%	45.47%
2021	24.36%	22.42%	7.11%	46.11%

OFFICE OF THE MEDICAL EXAMINER
DISTRICT 19, FLORIDA

ANNUAL INCIDENCE OF DEATH

YEAR	INDIAN RIVER	MARTIN	OKEECHOBEE	SAINT LUCIE	DISTRICT
1988	999	1,044	252	1,370	3,665
1989	1,300	1,088	274	1,443	4,105
1990	1,144	1,196	273	1,402	4,015
1991	1,052	1,205	301	1,555	4,113
1992	1,156	1,233	277	1,481	4,147
1993	1,329	1,336	270	1,593	4,528
1994	1,376	1,420	294	1,751	4,841
1995	1,401	1,452	310	1,818	4,981
1996	1,325	1,462	346	1,837	4,970
1997	1,368	1,466	352	1,806	4,992
1998	1,507	1,499	367	1,919	5,292
1999	1,476	1,608	336	1,800	5,220
2000	1,521	1,622	335	1,815	5,293
2001	1,648	1,615	296	1,955	5,514
2002	1,664	1,572	345	2,026	5,607
2003	1,739	1,741	332	2,134	5,946
2004	1,624	1,741	357	2,072	5,794
2005	1,640	1,836	362	1,985	5,823
2006	1,708	1,825	379	2,001	5,913
2007	1,756	1,717	378	2,184	6,035
2008	1,805	1,625	349	2,360	6,139
2009	1,787	1,637	330	2,518	6,272
2010	1,765	1,670	381	2,532	6,348
2011	1,805	1,681	339	2,554	6,379
2012	1,815	1,687	342	2,581	6,425
2013	1,870	1,810	376	2,648	6,704
2014	2,079	1,869	351	2,762	7,061
2015	1,991	1,898	368	2,783	7,040
2016	2,045	1,991	398	2,878	7,312
2017	2,050	1,972	426	2,965	7,413
2018	2,155	1,863	389	3,099	7,506
2019	2,182	1,916	403	3,255	7,756
2020	2,380	2,330	555	3,978	9,243
2021	2,715	2,468	657	4,432	10,272

OFFICE OF THE MEDICAL EXAMINER
DISTRICT 19, FLORIDA

ANNUAL AUTOPSY EXAMINATIONS

YEAR	INDIAN RIVER	MARTIN	OKEECHOBEE	SAINT LUCIE	DISTRICT
1988	100	109	59	182	450
1989	89	96	39	179	403
1990	100	95	47	148	390
1991	86	98	46	164	394
1992	74	103	47	187	411
1993	107	134	35	187	463
1994	102	127	53	202	484
1995	102	122	40	216	480
1996	84	90	41	193	408
1997	85	106	43	163	397
1998	99	86	50	154	389
1999	100	107	46	164	417
2000	91	118	47	194	450
2001	138	132	54	243	567
2002	136	164	57	245	602
2003	145	168	53	246	612
2004	144	179	53	220	596
2005	143	140	58	220	561
2006	138	154	57	229	578
2007	138	143	61	235	577
2008	160	140	56	250	606
2009	155	144	55	268	622
2010	107	105	45	262	519*
2011	109	144	39	241	533*
2012	115	124	29	224	492*
2013	134	122	52	239	547*
2014	128	126	41	247	543*
2015	119	127	36	250	532*
2016	127	152	52	314	645
2017	127	156	50	292	625
2018	144	153	56	326	679
2019	133	139	46	288	606
2020	131	137	55	297	620
2021	168	157	59	370	754

***Reflects less autopsies due to more external examinations and consultations performed in order to be in compliance with future accreditation agencies.**

% of Increase for Each County

Indian River County

Fiscal Year	Adjusted Request	Increase	% Change	# of Autopsies
1996-97	181,567			102
1997-98	170,090	(11,477)	-6.32%	84
1998-99	174,071	3,981	2.34%	85
1999-00	202,280	28,209	16.21%	99
2000-01	230,652	28,372	14.03%	100
2001-02	229,202	(1,450)	-0.63%	91
2002-03	281,799	52,597	22.95%	138
2003-04	288,680	6,881	2.44%	136
2004-05	314,709	26,029	9.02%	145
2005-06	288,924	(25,785)	-8.19%	144
2006-07	338,413	49,489	17.13%	143
2007-08	319,289	(19,124)	-5.65%	138
2008-09	341,117	21,828	6.84%	138
2009-10	362,326	21,209	6.22%	160
2010-11	313,616	(48,710)	-13.44%	155
2011-12	295,512	(18,104)	-5.77%	107
2012-13	283,817	(11,695)	-3.96%	109
2013-14	275,689	(8,128)	-2.86%	115
2014-15	298,663	22,974	8.33%	134
2015-16	324,199	25,536	8.55%	128
2016-17	370,991	46,792	14.43%	119
2017-18	422,690	51,699	13.94%	127
2018-19	454,367	31,677	7.49%	127
2019-20	451,906	(2,461)	-0.54%	144
2020-21	489,550	37,644	8.33%	133
2021-22	485,812	(3,738)	-0.76%	131
2022-23	767,261	281,449	57.93%	168

Martin County

Fiscal Year	Adjusted Request	Increase	% Change	# of Autopsies
1996-97	200,178			122
1997-98	185,225	(14,953)	-7.47%	90
1998-99	197,552	12,327	6.66%	106
1999-00	186,308	(11,244)	-5.69%	86
2000-01	249,211	62,903	33.76%	107
2001-02	269,478	20,267	8.13%	118
2002-03	264,197	(5,281)	-1.96%	132
2003-04	299,284	35,087	13.28%	164
2004-05	336,383	37,099	12.40%	168
2005-06	335,577	(806)	-0.24%	179
2006-07	357,187	21,610	6.44%	140
2007-08	347,234	(9,953)	-2.79%	154
2008-09	339,938	(7,296)	-2.10%	143
2009-10	311,944	(27,994)	-8.24%	140
2010-11	284,912	(27,032)	-8.67%	144
2011-12	287,422	2,510	0.88%	105
2012-13	310,720	23,298	8.11%	144
2013-14	274,834	(35,886)	-11.55%	124
2014-15	281,055	6,221	2.26%	122
2015-16	303,773	22,718	8.08%	126
2016-17	372,330	68,557	22.57%	127
2017-18	450,517	78,187	21.00%	152
2018-19	488,347	37,830	8.40%	156
2019-20	428,688	(59,659)	-12.22%	153
2020-21	465,703	37,015	8.63%	139
2021-22	490,349	24,646	5.29%	137
2022-23	706,408	216,059	44.06%	157

Okeechobee County

Fiscal Year	Adjusted Request	Increase	% Change	# of Autopsies
1996-97	$53,662.00			40
1997-98	$61,261.00	7,599	14.16%	41
1998-99	$63,493.00	2,232	3.64%	43
1999-00	$74,169.00	10,676	16.81%	50
2000-01	$76,885.00	2,716	3.66%	46
2001-02	$77,767.00	882	1.15%	47
2002-03	$76,642.00	(1,125)	-1.45%	54
2003-04	$82,295.00	5,653	7.38%	57
2004-05	$84,304.00	2,009	2.44%	53
2005-06	$83,097.00	(1,207)	-1.43%	53
2006-07	$105,390.00	22,293	26.83%	58
2007-08	$99,249.00	(6,141)	-5.83%	57
2008-09	$108,472.00	9,223	9.29%	61
2009-10	$94,001.00	(14,471)	-13.34%	56
2010-11	$80,013.00	(13,988)	-14.88%	55
2011-12	$93,428.00	13,415	16.77%	45
2012-13	$73,604.00	-19,824	-21.22%	39
2013-14	$59,923.00	-13,681	-18.59%	29
2014-15	$86,165.00	26,242	43.79%	52
2015-16	$76,593.00	-9,572	-11.11%	41
2016-17	$87,853.00	11,260	14.70%	36
2017-18	$119,781.00	31,928	36.34%	52
2018-19	$130,196.00	10,415	8.70%	50
2019-20	$121,581.00	-8,615	-6.62%	56
2020-21	$124,994.00	3,413	2.81%	46
2021-22	$154,164.00	29,170	23.34%	55
2022-23	$223,993.00	69,829	45.30%	59

St. Lucie County

Fiscal Year	Adjusted Request	Increase	% Change	# of Autopsies
1996-97	$299,182.00			216
1997-98	$303,423.00	4,241	1.42%	193
1998-99	$275,375.00	(28,048)	-9.24%	163
1999-00	$283,941.00	8,566	3.11%	154
2000-01	$326,979.00	43,038	15.16%	164
2001-02	$365,869.00	38,890	11.89%	194
2002-03	$404,325.00	38,456	10.51%	243
2003-04	$420,265.00	15,940	3.94%	245
2004-05	$452,477.00	32,212	7.66%	246
2005-06	$400,368.00	(52,109)	-11.52%	220
2006-07	$461,154.00	60,786	15.18%	220
2007-08	$446,966.00	(14,188)	-3.08%	229
2008-09	$499,703.00	52,737	11.80%	235
2009-10	$519,682.00	19,979	4.00%	250
2010-11	$494,179.00	(25,503)	-4.91%	268
2011-12	$574,510.00	80,331	16.26%	262
2012-13	$495,624.00	-78,886	-13.73%	241
2013-14	$457,702.00	-37,922	-7.65%	224
2014-15	$474,248.00	16,546	3.62%	239
2015-16	$517,454.00	43,206	9.11%	247
2016-17	$633,757.00	116,303	22.48%	250
2017-18	$780,873.00	147,116	23.21%	314
2018-19	$821,308.00	40,435	5.18%	292
2019-20	$808,419.00	-12,889	-1.57%	326
2020-21	$874,815.00	66,396	8.21%	288
2021-22	$942,577.00	67,762	7.75%	297
2022-23	$1,452,518.00	509,941	54.10%	370

Second Draft
4/6/22

RESOLUTION NO. 22 - XXX

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. LUCIE COUNTY, FLORIDA DIRECTING THE COUNTY ADMINISTRATOR TO ENTER INTO DISCUSSIONS LEADING TO AN AGREEMENT TO DESIGN AND CONSTRUCT A NEW MEDICAL EXAMINER FACILITY TO BE LOCATED ON THE CAMPUS OF INDIAN RIVER STATE COLLEGE IN FORT PIERCE, FLORIDA; SUPPORTING REQUESTS FOR STATE AND FEDERAL FINANCIAL ASSISTANCE; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, effective October 1, 2018, the District 19 Counties (collectively Indian River County, Martin County, Okeechobee County and St. Lucie County) entered into a Second Amended and Restated Interlocal Agreement ("Agreement") that provides for cost sharing of medical examiner services and related matters; and

WHEREAS, the Medical Examiner for District 19 has declared a need for a new facility to properly complete her statutory duties; and

WHEREAS, Section 406.08(5), Florida Statutes, provides that autopsy and laboratory facilities utilized by the district medical examiner or his or her associates may be provided on a permanent or contractual basis by the counties within the district; and

WHEREAS, a Medical Examiner's Advisory Task Force that included representatives from the District 19 Counties was created to review the Medical Examiner's request for a new facility; and

WHEREAS, the Advisory Task Force has reviewed and supports the Medical Examiner's request for a new facility; and

WHEREAS, the District Board of Trustees of Indian River State College ("Trustees") has entered into a Memorandum of Understanding with the District 19 Medical Examiner wherein the Trustees have agreed to negotiate a long term lease of 2 acres of Trustees owned land for the construction of a new Medical Examiner's facility; and

WHEREAS, St. Lucie County is willing to serve as the contract manager in the procurement process leading to the design and construction of a new medical examiner facility upon request of the other District 19 Counties; and

WHEREAS, St. Lucie County conceptually agrees to utilize the funding formula set out in the Agreement referenced above to allocate funding for the design and construction of a new medical examiner facility; and

WHEREAS, St. Lucie County supports requesting state and federal funding to assist in funding the cost of designing and constructing a new medical examiner facility; and

WHEREAS, this Board has determined that it is in the best interest of the health, safety and welfare of the citizens of St. Lucie County, Florida to support the design and construction of a new medical examiner facility as set out above.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. LUCIE COUNTY, FLORIDA THAT:

1. This Board adopts and ratifies those matters set forth in the foregoing recitals.

2. The County Administrator is directed to enter into discussions with the other District 19 Counties, the Medical Examiner and the Trustees leading to an agreement to design and construct a new medical examiner facility to be located on the campus of Indian River State College in Fort Pierce, Florida.

3. The County Administrator and the County Legislative Affairs Director are directed to support and submit requests for state and federal funding to assist in funding the cost of designing and constructing a new medical examiner facility.

4. This resolution shall take effect upon adoption.

Chair Sean Mitchell	XXX
Vice Chair Frannie Hutchinson	XXX
Commissioner Christopher Dzadovsky	XXX
Commissioner Linda Bartz	XXX
Commissioner Cathy Townsend	XXX

PASSED AND DULY ADOPTED this ____ day of _____ 2022.

ATTEST:

_____

BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY, FLORIDA

BY: _____
Chair

APPROVED AS TO FORM AND CORRECTNESS

BY: _____
County Attorney

RESOLUTION 2022-

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF INDIAN RIVER COUNTY, FLORIDA, DIRECTING THE COUNTY ADMINISTRATOR TO ENTER INTO DISCUSSIONS LEADING TO AN AGREEMENT TO DESIGN AND CONSTRUCT A NEW MEDICAL EXAMINER FACILITY TO BE LOCATED ON THE CAMPUS OF INDIAN RIVER STATE COLLEGE IN FORT PIERCE, FLORIDA; SUPPORTING REQUESTS FOR STATE AND FEDERAL FINANCIAL ASSISTANCE; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, effective October 1, 2018, the District 19 Counties (collectively Indian River County, Martin County, Okeechobee County and St. Lucie County) entered into a Second Amended and Restated Interlocal Agreement ("Agreement") that provides for cost sharing of medical examiner services and related matters; and

WHEREAS, the Medical Examiner for District 19 has declared a need for a new facility to properly complete her statutory duties; and

WHEREAS, Section 406.08(5), Florida Statutes, provides that autopsy and laboratory facilities utilized by the district medical examiner or his or her associates may be provided on a permanent or contractual basis by the counties within the district; and

WHEREAS, a Medical Examiner's Advisory Task Force that included representatives from the District 19 Counties was created to review the Medical Examiner's request for a new facility; and

WHEREAS, the Advisory Task Force has reviewed and supports the Medical Examiner's request for a new facility; and

WHEREAS, the Medical Examiner's facility is a regional resource that supports services in the four counties within District 19; and

WHEREAS, Section 406.02(4)(c), Florida Statutes, provides that the Medical Examiners Commission shall oversee the distribution of state funds for the medical examiner districts, and

WHEREAS, the District Board of Trustees of Indian River State College ("Trustees") has entered into a Memorandum of Understanding with the District 19 Medical Examiner wherein the Trustees have agreed to negotiate a long term lease of 2 acres of Trustees owned land for the construction of a new Medical Examiner's facility; and

WHEREAS, Indian River County supports requesting state and federal funding to assist in financing the cost of designing and constructing a new medical examiner facility; and

RESOLUTION 2022-

WHEREAS, this Board has determined that it is in the best interest of the health, safety and welfare of the citizens of Indian River County, Florida to support funding sources for the design and construction of a new medical examiner facility as set out above.

NOW, THEREFORE BE IT RESOLVED, BY THE BOARD OF COUNTY COMMISSIONERS OF INDIAN RIVER COUNTY, FLORIDA that:

1. This Board adopts and ratifies those matters set forth in the foregoing recitals.

2. The County Administrator is directed to enter into discussions with the other District 19 Counties, the Medical Examiner and the Trustees leading to an agreement to conduct a needs assessment, design and construct a new medical examiner facility to be located on the campus of Indian River State College in Fort Pierce, Florida.

3. The County Administrator is directed to support and submit requests for state and federal funding to assist in funding the cost of designing and constructing a new medical examiner facility.

4. This resolution shall take effect upon adoption.

This resolution was moved for adoption by Commissioner _____, and the motion was seconded by Commissioner _____, and upon being put to a vote, the vote was as follows:

Chairman Peter D. O'Bryan	_____
Vice Chairman Joseph H. Earman	_____
Commissioner Susan Adams	_____
Commissioner Joseph E. Flescher	_____
Commissioner Laura Moss	_____

The Chairman thereupon declared the resolution duly passed and adopted this _____ day of _____, 2022.

BOARD OF COUNTY COMMISSIONERS
INDIAN RIVER COUNTY, FLORIDA

By:_____
Peter D. O'Bryan, Chairman

Approved by BCC: _____

ATTEST: Jeffrey R. Smith, Clerk of
Courts and Comptroller

By:_____
Deputy Clerk

Approved as to form and
legal sufficiency:

_____
Dylan Reingold
County Attorney

Approved:

By:_____
Jason E. Brown
County Administrator

M

BOARD OF COUNTY COMMISSIONERS
OKEECHOBEE COUNTY, FLORIDA

RESOLUTION 2022-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF OKEECHOBEE COUNTY, FLORIDA, DIRECTING THE COUNTY ADMINISTRATOR TO ENTER INTO DISCUSSIONS LEADING TO AN AGREEMENT TO DESIGN AND CONSTRUCT A NEW MEDICAL EXAMINER FACILITY TO BE LOCATED ON THE CAMPUS OF INDIAN RIVER STATE COLLEGE IN FORT PIERCE, FLORIDA; SUPPORTING REQUESTS FOR STATE AND FEDERAL FINANCIAL ASSISTANCE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, effective October 1, 2018, the District 19 Counties (collectively Indian River County, Martin County, Okeechobee County and St. Lucie County) entered into a Second Amended and Restated Interlocal Agreement ("Agreement") that provides for cost sharing of medical examiner services and related matters; and

WHEREAS, the Medical Examiner for District 19 has declared a need for a new facility to properly complete her statutory duties; and

WHEREAS, Section 406.08(5), Florida Statutes, provides that autopsy and laboratory facilities utilized by the district medical examiner or his or her associates may be provided on a permanent or contractual basis by the counties within the district; and

WHEREAS, a Medical Examiner's Advisory Task Force that included representatives from the District 19 Counties was created to review the Medical Examiner's request for a new facility; and

WHEREAS, the Advisory Task Force has reviewed and supports the Medical Examiner's request for a new facility; and

WHEREAS, the Medical Examiner's facility is a regional resource that supports services in the four counties within District 19; and

WHEREAS, Section 406.02(4)(c), Florida Statutes, provides that the Medical Examiners Commission shall oversee the distribution of state funds for the medical examiner districts; and

WHEREAS, the District Board of Trustees of Indian River State College ("Trustees") has entered into a Memorandum of Understanding with the District 19 Medical Examiner wherein the Trustees have agreed to negotiate a long term lease of 2 acres of Trustees owned land for the construction of a new Medical Examiner's facility; and

WHEREAS, Okeechobee County supports requesting state and federal funding to assist in financing the cost of designing and constructing a new medical examiner facility; and

WHEREAS, this Board has determined that it is in the best interest of the health, safety and welfare of the citizens of Okeechobee County, Florida to support funding sources for the design and construction of a new medical examiner facility as set out above.

NOW, THEREFORE, be it resolved by the Okeechobee County Board of County Commissioners, as follows:

Section 1. This Board adopts and ratifies those matters set forth in the foregoing recitals.

Section 2. The County Administrator is directed to enter into discussions with the other District 19 Counties, the Medical Examiner and the Trustees leading to an agreement to conduct a needs assessment, design and construct a new medical examiner facility to be located on the campus of Indian River State College in Fort Pierce, Florida.

Section 3. The County Administrator is directed to support and submit requests for state and federal funding to assist in funding the cost of designing and constructing a new medical examiner facility.

Section 4. This Resolution shall take effect immediately upon its adoption.

APPROVED AND ADOPTED this _____ day of April, 2022.

TERRY W. BURROUGHS, CHAIRMAN
BOARD OF COUNTY COMMISSIONERS
OKEECHOBEE COUNTY, FLORIDA

ATTEST:

JERALD D. BRYANT, CLERK OF THE
CIRCUIT COURT AND COMPTROLLER

File ID: 22-0832 DEPT-10 **Meeting Date:** 5/3/2022

PLACEMENT: Departmental

TITLE:

CONSIDER EMPLOYMENT AGREEMENT BETWEEN MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS AND DON G. DONALDSON FOR EMPLOYMENT AS COUNTY ADMINISTRATOR

EXECUTIVE SUMMARY:

On January 11, 2022 the Board of County Commissioners (Board) accepted the notice of resignation and retirement of Taryn Kryzda from the position of County Administrator effective June 30, 2022. The Board unanimously directed the County Attorney to negotiate an Employment Agreement with Deputy County Administrator Don G. Donaldson for employment as County Administrator effective July 1, 2022.

DEPARTMENT: County Attorney

PREPARED BY: **Name:** Sarah W. Woods
Title: County Attorney

REQUESTED BY:

PRESET:

PROCEDURES: None

BACKGROUND/RELATED STRATEGIC GOAL:

Following the Board's reluctant acceptance of Taryn Kryzda's notice of resignation and retirement (effective June 30, 2022) and after considering the qualifications and Martin County experience of Mr. Donaldson as well as Mrs. Kryzda's recommendation, the Board directed the County Attorney to negotiate a contract with Don G. Donaldson to serve as County Administrator.

The County Attorney and County Administrator are the positions hired directly by the Board via an employment agreement. The position of County Administrator is governed by Chapter 125, Part II County Administration, Fla. Stat. Section 125.74, Fla. Stat. sets forth the County Administrator's powers and duties. Section 1.63A., General Ordinances, Martin County Code, requires that the Board, by Resolution, shall name the individual employed as County Administrator as well as provide for employment conditions and specify the powers the County Administrator shall exercise.

I. Resolution
A draft resolution appointing Don Donaldson as County Administrator, setting forth the

conditions of his employment (Exhibit A) and powers he shall exercise is attached for Board consideration.

II. Employment Agreement

Agreement Drafted by: County Attorney
Parties to the Agreement: Don G. Donaldson and the Martin County Board of County Commissioners
Purpose: To employ Don G. Donaldson as the Martin County Administrator and set forth the duties, benefits and conditions for such employment
New Agreement
Duration: One year with automatic 1-year renewals. Board may terminate at any time upon notice
Benefit to Martin County: Don G. Donaldson, with his qualifications and expertise
Cost: Annual Salary of $220,000.00, deferred compensation contribution, auto allowance, life insurance, county employee benefits

ISSUES:

None

LEGAL SUFFICIENCY REVIEW:

This item has been reviewed for legal sufficiency to determine whether it is consistent with applicable law, has identified and addressed legal risks, and has developed strategies for legal defensibility.

RECOMMENDED ACTION:

RECOMMENDATION

Move that the Board approve the Resolution and employment agreement.

ALTERNATIVE RECOMMENDATIONS

None

FISCAL IMPACT:

RECOMMENDATION

None

ALTERNATIVE RECOMMENDATIONS

None

DOCUMENT(S) REQUIRING ACTION:

☐ Budget Transfer / Amendment ☐ Chair Letter ☐ Contract / Agreement
☐ Grant / Application ☐ Notice ☐ Ordinance ☒ Resolution
☐ Other:

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feedback form at www.martin.fl.us/accessibility-feedback <http://www.martin.fl.us/accessibility-feedback>.

EMPLOYMENT AGREEMENT
BETWEEN
MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS
AND
DON G. DONALDSON

THIS AGREEMENT, made and entered into on _____, by and between the Board of County Commissioners of Martin County, Florida, a political subdivision of the State of Florida, hereinafter called "County", and Don G. Donaldson, hereinafter called "Administrator", both of whom agree as follows:

WITNESSETH

WHEREAS, County desires to employ the services of Don G. Donaldson as County Administrator of Martin County, Florida pursuant to Chapter 1, Article 3, General Ordinances, Martin County Code; and

WHEREAS, it is the desire of the County, to provide certain benefits, to establish certain conditions of employment and to set working conditions for Administrator; and

WHEREAS, it is the desire of the County to secure and retain the services of Administrator and to provide inducement for him to remain in such employment; and

WHEREAS, Administrator desires to accept employment as County Administrator of Martin County.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

Section 1: Appointment

Pursuant to Chapter 1, Article 3, General Ordinances, Martin County Code, and Chapter 125, Part III, Florida Statutes, the Board of County Commissioners hereby appoints Don G. Donaldson to be employed as the County Administrator of Martin County, Florida, effective July 1, 2022.

Section 2: Duties

The County Administrator shall exercise those powers enumerated in Section 1.63, General Ordinances, Martin County Code, attached hereto as Exhibit "A", and shall perform any other legally permissible duties and functions as may be assigned by the Martin County Board of County Commissioners. Pursuant to Section 1.63A, the Board of County Commissioners may from time to time amend the powers which the County Administrator may exercise. There shall be a direct line of authority through Administrator to and from department directors. Hiring of department directors shall be through Administrator, subject to confirmation by the Board of County Commissioners.

Section 3: Term

A. The term of this Employment Agreement shall commence at 12:01 a.m. on July 1, 2022 and expire at midnight on July 1, 2023, the Agreement will renew automatically for additional terms of one year unless the County gives written notice to the Administrator by April 30 of any year that the Agreement will not be extended the following July 1. For example, the Agreement will renew

automatically for the period of July 1, 2023 through July 1, 2024, unless the County notifies the Administrator by April 30, 2023 that it will not renew the Agreement. Any such renewal will not affect the parties' rights to terminate the Agreement under the provisions of Sections 4 and 5 below. The County's failure to renew the Agreement shall constitute termination, and the Administrator will be entitled to the termination benefits provided in Section 4A below.

B. If the Agreement is not renewed, then, upon mutual consent of the parties, Administrator may continue to function in the role of County Administrator until a permanent replacement is selected by the Commission or through the remainder of the Agreement term then in effect. In the absence of such mutual agreement, Administrator shall be free of all obligations of services to Martin County.

C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Administrator to resign at anytime from his position as County Administrator, subject only to the provisions set forth in Section 5 of the Agreement.

Section 4: Termination and Severance Pay

A. The County may at any time whatsoever, terminate the employment of the County Administrator, without cause, by an affirmative vote, upon notice, of not less than three (3) members of the Board of County Commissioners. If such event should occur, the County Administrator will be given written notice of the decision of the Board of County Commissioners not less than thirty (30) days prior to the effective date of the termination. Upon termination, the County Administrator will be entitled to:

1. A severance payment equal twenty (20) weeks of base salary and deferred compensation under Sections 6 and 7 below, and
2. A lump sum payment at the County Administrator's hourly rate of base salary and deferred compensation for all annual leave hours accumulated but unused as of the date of termination, and
3. Continuation of the County Administrator's health insurance for a period of twenty (20) calendar weeks following the date of termination.

The County may elect to pay the severance payment in a lump sum or periodic payments for a period not to exceed twenty (20) weeks. Notwithstanding the language contained in this section no severance pay shall be made when the officer, agent, employee, or contractor has been fired for misconduct, as defined in F.S. 443.036(29), by the unit of government, i.e. County.

B. The County may also, for cause, terminate the employment of Administrator at any time whatsoever, by affirmative vote, of not less than three (3) members of the Board of County Commissioners. Administrator shall be entitled to a hearing before the Board of County Commissioners if, within five (5) business days, he requests a hearing in writing to the County Attorney. The County Administrator may be represented by legal counsel. In the event Administrator is terminated for cause, County shall be under no obligation to pay severance pay. The term "for cause" shall be deemed to include: gross negligence in the handling of County affairs; willfully disregarding a direct and lawful order, demand, or policy of the Board of County Commissioners; conduct unbecoming a public employee; habitual drug abuse; conviction of a felony; or conviction of any crime involving moral turpitude or relating to official duties. For the purpose of this paragraph, if Administrator pleads guilty or nolo contendere or is found guilty of a felony, he shall be deemed to have been convicted, notwithstanding a suspension of sentence or a withholding of adjudication. Upon termination for cause, Administrator will be

entitled to only a lump-sum payment at Administrator's hourly rate of base salary for all annual leave, and sick leave hours accumulated but unused as of the date of termination.

C. Should Administrator be permanently disabled or otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of four successive weeks beyond any accrued leave, the Commission shall have the right to terminate this Agreement subject to the severance provisions in Section 4A above.

D. The terms of this Agreement shall remain in full force and effect and hold over until employment is terminated under the terms herein, or a new Agreement has been negotiated and entered into by Administrator and Commission.

Section 5: Resignation

In the event Administrator voluntarily resigns his position with the County before expiration of the aforesaid term of his employment, Administrator hereby agrees to give the County not less than sixty (60) days notice prior to the effective date of any voluntary resignation, unless the parties agree otherwise. Administrator shall be entitled to a lump sum payment at the Administrator's hourly rate of base salary for all annual leave accumulated but unused as of the date of resignation.

Section 6: Compensation

A. The County shall pay Administrator an annual base salary of two hundred twenty thousand dollars ($220,000.00); payable in equal installments pursuant to County policy. This salary shall be reviewed annually within 60 days of the anniversary date.

B. County shall annually contribute on Administrator's behalf to a deferred compensation program designated by the County Administrator in the maximum amount as allowed by law.

Section 7: Retirement

The County shall contribute to the Florida Retirement System on Administrator's behalf, at the Senior Management Rate, pursuant to Florida law. At Administrator's option, County shall contribute to an alternative annuity plan which meets the requirements of Section 121.055, Florida Statutes.

Section 8: Automobile

The County shall reimburse Administrator for use of a personal vehicle for official business in the amount of $500.00 monthly, payable in accordance with County policy, for costs including insurance operation, maintenance and licensing. Administrator will be allowed to utilize County vehicles should travel more than ninety miles be approved according to the County's travel policy.

Section 9: Other Benefits

A. Except as may be amended by this Agreement, Administrator shall be entitled to annual leave, sick leave, holidays and such other benefits as are granted generally to other employees of the County, in accordance with adopted County policy.

B. Administrator shall have the ability in his sole discretion to annually liquidate up to eighty hours of accrued PTO hours. This shall be in addition to any ability to liquidate PTO afforded all employees in accordance with an adopted County policy.

C. The County, in consultation with the Administrator, may fix any such other terms and conditions of employment as it may determine from time to time relating to performance of Administrator, provided that such terms and conditions are not inconsistent with or conflict with the provisions of this Agreement or other applicable law.

Section 10: Insurance

The County shall provide term life insurance at no cost to Administrator in the amount of One Hundred Thousand Dollars ($100,000), as well as medical, dental and vision insurance (individual and dependent coverage) available to County employees on the same terms as other non-bargaining unit(s) Martin County employees.

Section 11: No Reduction of Benefits

The County Commissioners shall not at any time during the term of this Agreement reduce the salary, compensation or other financial benefits of Administrator, except to the degree of such a reduction across-the-board for all non-bargaining unit(s) employees of the Board of County Commissioners.

Section 12: Professional Development

County agrees to budget for and to pay the professional dues, travel and subsistence expenses of Administrator associated with the Certified Public Manager, as well as for professional participation and travel, meetings and occasions adequate to continue his professional development or to maintain certification(s). Said participation on County time to include, but not limited to continuing education, attendance at local government seminars and functions, and participation in the Florida Association of Counties and the Florida City and County Managers Association.

Administrator agrees to remain in the exclusive, full time, employ of the Board of County Commissioners of Martin County. The term “employed” however, shall not be construed to include occasional teaching, writing, speaking or consulting, even if outside compensation is provided for such services, if activities are approved in advance by the Board of County Commissioners. Said activities are expressly allowed, provided that in no case is any activity allowed which would present a conflict of interest with the Board of County Commissioners of Martin County or with the performance of his duties as County Administrator.

Section 13: Performance Evaluation

The Board of County Commissioners shall review and evaluate the performance of Administrator no later than ninety (90) days prior to the anniversary date (July 1) of each year. Said review and evaluation shall be in accordance with such specific criteria developed jointly by County and Administrator. Said criteria may be added to or deleted from as County may from time to time determine, in consultation with Administrator. The first such review shall occur for the anniversary date of July 1, 2023.

County agrees to increase base salary and/or benefits of Administrator at time of said review, in such amounts and to such extent as the Board of County Commissioners may determine that it is desirable to do so, in light of performance by Administrator. Administrator will be entitled to base salary adjustments in accordance with any salary adjustments that are provided to the non-bargaining unit(s) employees in the form of a market adjustment or Consumer Price Index (CPI).

Annually, the Board of County Commissioners and Administrator shall jointly define such goals and performance objectives that they determine necessary for the proper operation of the Martin County organization, and in the attainment of the Board of County Commissioner's policy objectives and shall further establish a relative priority among those various goals and objectives; said goals and objectives to be reduced to writing. They shall generally be attainable within the time limitations as specified, and the annual operation budget and capital budget and appropriations provided.

Section 14: Suspension

The County may suspend Administrator with full pay and benefits at any time during the term of this Agreement, but only if three (3) Commissioners and Administrator agree. In the alternative, the County may suspend Administrator after a public hearing if three (3) of the Commissioners vote to suspend Administrator for "just cause", provided, however, that Administrator shall have been given written notice setting forth any charges at least ten (10) days prior to such hearing, by the Commission members bringing such charges. County Administrator may be represented by legal counsel.

Section 15: Indemnification

If allowed by law, the County shall defend, hold harmless and indemnify Administrator against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Administrator's duties as County Administrator. The County will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon. Said indemnification shall extend beyond termination of employment, and the otherwise expiration of this Agreement, to provide full and complete protection to Administrator, by the County, as described herein, for any acts undertaken or committed in his capacity as County Administrator, regardless of whether the notice or filing of a lawsuit for such tort, claim, demand, or other legal action occurs during or following Administrator's employment with Martin County.

Section 16: Residency

County Administrator shall reside within the County limits during his tenure in office.

Section 17: General Provisions

A. It is understood and agreed by both parties that it is the sole and exclusive prerogative of the Board of County Commissioners to grant salary and benefit increases, or other perquisites of office. These are the proper subjects of negotiations during budget deliberations and performance evaluations, and both parties pledge their good-faith efforts in discussing these matters, keeping in mind the best interests of the County and the continued high morale of Administrator.

B. The text herein shall constitute the entire Agreement between parties, and shall be binding upon, and inure to, the benefit of Administrator, his heirs, and his executors.

C. This Agreement shall become effective upon adoption and approval by the Board of County Commissioners of Martin County.

D. If any provisions, or any portion thereof, contained in this Agreement are held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full force and effect.

E. Governing Law and Venue. This Agreement shall be construed according to the laws of the State of Florida. Venue for any administrative and/or legal action arising under this Agreement shall be in the 19th Judicial Circuit, in and for Martin County, Florida.

IN WITNESS WHEREOF, the County, by its Chairman of the Board of County Commissioners or other authorized official, and Administrator have signed and executed this Agreement on the day, month, and year first written above.

WITNESSES:

_____

_____

ADMINISTRATOR

_____
Don G. Donaldson
Date:_____

COUNTY, BY BOARD OF COUNTY
COMMISSIONERS OF MARTIN COUNTY, FLORIDA

ATTEST:

_____
CAROLYN TIMMANN, CLERK OF THE
CIRCUIT COURT AND COMPTROLLER

_____
DOUG SMITH, CHAIRMAN
Date:_____

APPROVED AS TO FORM & LEGAL SUFFICIENCY:

_____
SARAH W. WOODS, COUNTY ATTORNEY

BEFORE THE BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

RESOLUTION NO. 22-

RESOLUTION REGARDING APPOINTMENT OF DON G. DONALDSON AS COUNTY ADMINISTRATOR AND AUTHORIZING THE EXECUTION OF EMPLOYMENT AGREEMENT

WHEREAS, pursuant to Sec. 1.63 General Ordinances, Martin County, Florida, the Board of County Commissioners shall, by resolution, name the individual employed as County Administrator, set out the conditions of said employment, and by reference, specify which of the powers enumerated in said Article the Administrator shall exercise; and

WHEREAS, the Martin County Board of County Commissioners appointed Don G. Donaldson to serve as the County Administrator of Martin County, commencing on July 1, 2022, pursuant to the terms of an Employment Agreement between Martin County and Don G. Donaldson dated May 3, 2022, which is incorporated herein by reference as Exhibit "A".

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

1. Don G. Donaldson shall exercise all of the powers and duties enumerated in Sec. 1.63.A. General Ordinances, Martin County Code, in the performance of his duties as the County Administrator of Martin County and in accordance with the conditions of the Employment Agreement referenced above.

DULY PASSED AND ADOPTED THIS 3RD DAY OF MAY, 2022.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

_____
CAROLYN TIMMANN, CLERK
OF THE CIRCUIT COURT
AND COMPTROLLER

_____
DOUG SMITH, CHAIRMAN

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

_____
SARAH W. WOODS, COUNTY ATTORNEY