

FILED FOR
COMMISSIONER OF
MARTIN COUNTY

2020 APR 16 PM 3:03

CAROLYN TIMMANN
CLERK OF CIRCUIT COURT

BY _____

PREPARED BY AND RETURN TO:

**Lucido & Associates
701 SE Ocean Boulevard
Stuart, FL 34994**

**SIXTH AMENDMENT TO MARINER VILLAGE SQUARE
PLANNED UNIT DEVELOPMENT ZONING AGREEMENT**

THIS AGREEMENT, made and entered into this 25th day of February, 2020, by and between RIBBON VENTURES, LLC, a Florida limited liability company, hereinafter referred to as "OWNER", MARINER VILLAGE SQUARE ASSOCIATION, INC., a Florida not-for-profit corporation, hereinafter referred to as "ASSOCIATION" 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, Martin Tabor, Trustee, as Owner, Astar Corporation, a Florida corporation, as Developer, and County on or about the 2nd day of December, 1986, entered into a Planned Unit Development Zoning Agreement for the development of a project in Martin County, Florida, known as "MARINER VILLAGE SQUARE," which Agreement is recorded in Official Records Book 712 beginning at Page 626, and re-recorded in Official Records Book 716 beginning at Page 240 of the Public Records of Martin County, Florida, which Agreement, as amended from time to time, is hereinafter referred to as the "Mariner Village Square PUD Agreement," and,

WHEREAS, OWNER and ASSOCIATION have acquired all right, title and interest to the property which is the subject of the Mariner Village Square PUD Agreement, less and except Parcel "A" of Plat I of Mariner Village Square P.U.D., according to the plat thereof recorded in Plat Book 11, Page 71, Public Records of Martin County, Florida; and,

WHEREAS, after appropriate notice, hearing and approval, OWNER and ASSOCIATION desire to further amend the Mariner Village Square PUD Agreement to allow revisions to **Exhibit D**, Revised Master Plan, **Exhibit D-1**, Revised Phasing Plan, and **Exhibit E**, Timetable for Development, of said Agreement;

NOW, THEREFORE, it is agreed between OWNER, ASSOCIATION and COUNTY as follows:

1. The above recitations are true and correct and incorporated herein by this reference.
2. The Mariner Village Square PUD Agreement and all its exhibits are hereby amended to reflect the following revisions:
 - 2.1. The actual building footprint for the Residential Storage Facility; and
 - 2.2. A Revised Timetable For Development (Revised Exhibit E) to rename Phase 4 as Phase 2, and Phase 2 as Phase 4 as depicted on **Revised Exhibit D** (Revised Master Plan), and **Revised Exhibit D-1** (Revised Phasing Plan), reduced copies of which are attached hereto and by reference made a part hereof, and **Revised Exhibit E** (Revised Timetable for Development), attached hereto and by reference made a part hereof.
 - 2.2. The Revised Timetable for Development is further amended to

reflect new time frames for obtaining final site plan and plat approval for the modified phases in accordance with **Revised Exhibit E**.

3. All the terms and conditions of the Mariner Village Square PUD Agreement and Amendments thereto 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 Amendment to be made and entered into the day and year first written. The date of this Amendment shall be the date on which this Amendment was approved by the Board of County Commissioners of Martin County, Florida.

***** NO FURTHER TEXT ON THIS PAGE*****

WITNESSES:

Behn Wilson
Behn Wilson

Print Name:

Theresa Goldstein
Theresa Goldstein

Print Name:

OWNER:

RIBBON VENTURES, LLC, a Florida
limited liability company

By:

Rita Wilson
Rita Wilson
Its: Manager

ADDRESS: 712 Shore Drive
Boynton Beach, FL 33425

STATE OF FLORIDA

COUNTY OF ~~MARTIN~~ Palm Beach

The foregoing instrument was acknowledged before me, by means of ✓ physical presence or online notarization, by Rita Wilson, as Manager of RIBBON VENTURES, LLC, a Florida limited liability company on behalf of said company, to me known to be the person described herein and who executed the foregoing instrument and acknowledged before me that she executed same.

27th WITNESS my hand and official seal in the County and State last aforesaid this day of February, 2020.

(NOTARIAL STAMP)



Melissa Polissaint
Notary Public

Print Name:

My Commission Expires: 7/12/22

WITNESSES:

Susan P. Smith
Susan P. Smith
Print Name

[Signature]
[Signature]
Print Name

ASSOCIATION:

MARINER VILLAGE SQUARE
ASSOCIATION, INC., a Florida not-for-
profit corporation

By: Merv McDonald
Merv McDonald, President

ADDRESS: 712 Shore Drive
Boynton Beach, FL 33425

STATE OF FLORIDA

COUNTY OF ~~MARTIN~~ Palm Beach

The foregoing instrument was acknowledged before me, by means of ✓ physical
presence or online notarization, by MERV MCDONALD, PRESIDENT of Mariner
Village Square Association, Inc., a Florida not-for-profit corporation, on behalf of the
corporation, 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
26th day of February 2020.

(NOTARIAL STAMP)





Melissa Polissaint
Notary Public
Print Name: Melissa Polissaint
My Commission Expires: 7/12/22

ATTEST:

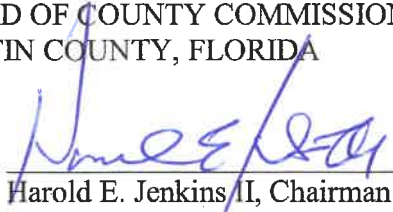
COUNTY:

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA


Carolyn Timmann
Clerk of the Circuit Court
and Comptroller


(COMMISSION SEAL)

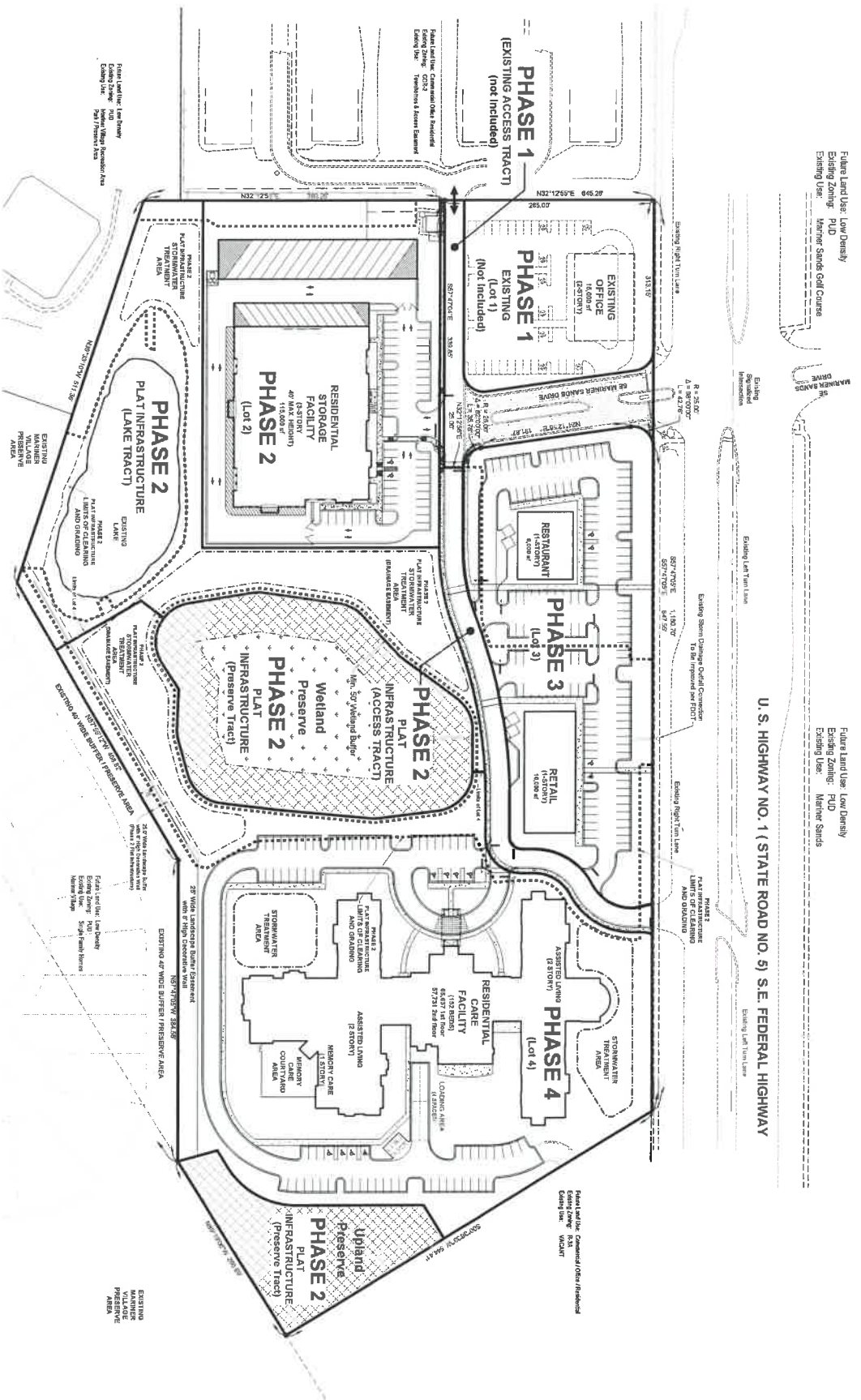
By:


Harold E. Jenkins II, Chairman

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By:


Krista A. Storey
Senior Assistant County Attorney



NOTES:

- Construction of Phase 2 shall be substantially completed, as determined by the County, prior to the commencement of any subsequent phases. After completion of Phase 2, other phases may be constructed out of number sequence.
- Land clearing outside of the "PHASE 2 LIMITS OF CLEARING" shall be limited to the selective removal of exotic vegetation including the area around the existing lake, perimeter buffer areas and lot areas.

PHASING DATA

PHASE	USES AND REQUIRED IMPROVEMENTS
1 (Lot 1)	Existing 2-story office building (15,000 sq ft), existing entrance on US-1, portion of access road, 71 parking spaces and supporting drainage, landscape and utilities.
2 (Lot 2)	Up to a 115,000 sq ft residential storage facility (maximum 4-story), construction of 47 parking spaces, loading and service areas, required utilities and landscape areas.
2 (Pilot Infrastructure)	Completion of stormwater treatment areas including improvements to outfall per FDOT, completion of access road improvements including secondary US-1 access drive, project signs, construct portion of western 25' landscape buffer and 8' decorative wall and completion of all preserve area requirements per PAMP.
3 (Lot 3)	1-story 6,000 sq ft sit-down restaurant, 1-story 10,000 sq ft retail building construction of 132 parking spaces, loading and service areas, utilities and landscape improvements.
4 (Lot 4)	Up to 152-bed residential care facility (1 and 2 story), project signs, stormwater treatment areas, construction of 76 parking spaces, loading and service areas, utilities and landscape improvements including the completion of the western 25' landscape buffer and 8' decorative wall.

Note: Refer to Revised Master Plan for Site Data, Dimension and other Site Plan Details

USES AND REQUIRED IMPROVEMENTS

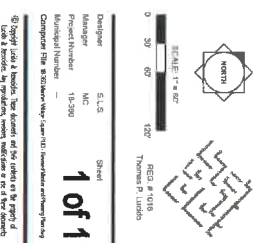
Existing 2-story office building (15,000 sq ft), existing entrance on US-1, portion of access road, 71 parking spaces and supporting drainage, landscape and utilities.

Up to a 115,000 sq ft residential storage facility (maximum 4-story), construction of 47 parking spaces, loading and service areas, required utilities and landscape areas.

Completion of stormwater treatment areas including improvements to outfall per FDOT, completion of access road improvements including secondary US-1 access drive, project signs, construct portion of western 25' landscape buffer and 8' decorative wall and completion of all preserve area requirements per PAMP.

1-story 6,000 sq ft sit-down restaurant, 1-story 10,000 sq ft retail building construction of 132 parking spaces, loading and service areas, utilities and landscape improvements.

Up to 152-bed residential care facility (1 and 2 story), project signs, stormwater treatment areas, construction of 76 parking spaces, loading and service areas, utilities and landscape improvements including the completion of the western 25' landscape buffer and 8' decorative wall.



Date	By	Description
12/1/2019	SLC	Final Concept
12/1/2019	SLC	Final Concept
12/1/2019	SLC	Final Concept

Mariner Village Square PUD

Marin County, Florida

Revised

Plasing Plan

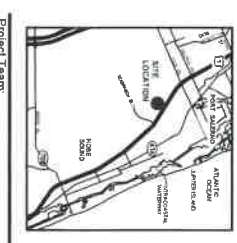
Project Team

Architect: RBA/Venture, LLC
P.O. Box 418
Beverly Hills, CA 90213

Land Planner / Landscape Architect: L&L Associates
10101 Wilshire Blvd., Suite 1000
Beverly Hills, CA 90213

Engineer / Surveyor: Town & Country Group
301 E. Ocean Blvd., Suite 201
Beverly Hills, CA 90213

Surveyor: Terry McCreary
McCreary, Sweeney & McCreary
Beverly Hills, CA 90213



Key Location:

LUCKO & ASSOCIATES

10101 Wilshire Blvd., Suite 1000
Beverly Hills, CA 90213
Phone: (310) 274-1111
Fax: (310) 274-1112
Email: info@lucko.com

Future Land Use: Low Density
Existing Zoning: PUD
Existing Use: Mariner Village Golf Course

Future Land Use: Low Density
Existing Zoning: PUD
Existing Use: Mariner Village

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Beverly Hills, CA 90213
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Fax: (310) 274-1112
Email: info@lucko.com

REVISED EXHIBIT E
REVISED TIMETABLE FOR DEVELOPMENT

- A. This development shall be constructed in accordance with this revised Timetable for Development, the Revised Master Plan attached as Revised Exhibit D, and the Revised Phasing Plan, attached as Exhibit D-1.
- B. Construction must commence within one (1) year of each final site plan approval.
- C. The development of Mariner Village Square PUD must be completed within five (5) years of approval of this Amendment to the PUD Agreement.
- D. Infrastructure improvements must be substantially completed before issuance of building permits. All required improvements identified on the final site plan for the applicable phase must be completed prior to the issuance of any certificate of occupancy.
- E. The OWNER shall provide annual status reports to the County Administrator to ensure that development occurs according to the terms of the PUD Agreement and final site plan development orders. The monitoring report shall be due on the anniversary date of this PUD Amendment.

The phases to be constructed and the dates for obtaining final site plan and plat approval of each phase must be obtained are as follows:

<u>PHASE</u>	<u>DATE TO OBTAIN FINAL APPROVAL</u>	<u>DATE TO COMPLETE</u>	<u>USES AND REQUIRED IMPROVEMENTS</u>
1 (Lot 1)	Completed	Completed	Existing 2-story office building (15,000 sf), existing entrance on US-1, portion of access tract, 71 parking spaces and supporting drainage, landscape and utilities.
2 (Lot 2)	3-31-2020	3-31-2022	Up to a 115,000 sf residential storage facility (maximum 3-story), construction of 47 parking spaces, loading and service areas, required utilities and landscape areas.
2(Plat Infrastructure Final Site Plan)	3-31-2020	3-31-2022	Completion of stormwater treatment areas including improvements to outfall per FDOT, Completion of access tract improvements including secondary US-1 access drive, project signs, construct portion of western 25' landscape buffer and 8' decorative wall; Payment of \$25,000 contribution to Mariner Sands HOA for US-1 beautification; and completion of all preserve area requirements per PAMP.
3 (Lot 3)	3-31-2021	12-31-2022	1-story 6,000 sf sit down restaurant, 1-story 10,000 sf retail building construction of 132 parking spaces, loading and service areas, utilities and landscape improvements..
4 (Lot 4)	6-31-2021	12-31-2022	Up to 152-bed residential care facility (1 and 2 story), project signs, stormwater treatment areas, construction of 76 parking spaces, loading and service areas, utilities and landscape improvements including the completion of the western 25' landscape buffer and 8' decorative wall

Construction of Phase 2 shall be substantially complete as determined by the County, prior to commencement of any subsequent phases. After completion of Phase 2, other phases may be constructed out of numerical sequence.