

FLORIDA  
COUNTY RECORDS  
MARTIN CO., FL

INSTR # 2014273  
OR BK 02249 PG 1189  
Pas 1189 - 11997 (11pgs)  
RECORDED 05/18/2007 03:11:51 PM  
MARSHA EWING  
CLERK OF MARTIN COUNTY FLORIDA  
RECORDED BY C Burkey

This Instrument Prepared By:

2007 MAY 17 PM 1:21

John T. Carmody, Jr., Esquire  
Gunster, Yoakley & Stewart, P.A.  
800 SE Monterey Commons Blvd., Suite 200  
Stuart, Florida 34996

MARSHA EWING  
CLERK OF CIRCUIT COURT  
BY \_\_\_\_\_ D.C.

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**EIGHTH AMENDMENT TO NINETY-FIVE  
RIVERSIDE PLANNED UNIT DEVELOPMENT ZONING AGREEMENT**

**THIS AGREEMENT**, made and entered into this 24<sup>th</sup> day of April, 2007, by and between **95 RIVERSIDE, LTD., a Florida limited partnership**, 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, Martin Tabor, Trustee, Owner, Astar Corporation, a Florida corporation, Developer, and County on or about the 30th day of June, 1987, entered into a Planned Unit Development Zoning Agreement for the development of a project in Martin County, Florida, known as "NINETY-FIVE RIVERSIDE", which Agreement is recorded in Official Records Book 730 beginning at Page 2037 of the Public Records of Martin County, Florida, which Agreement, as amended from time to time, is hereinafter referred to as the "NINETY-FIVE RIVERSIDE PUD AGREEMENT"; and,

**WHEREAS**, 95 Riverside, Ltd., a Florida limited partnership, acquired all the right, title and interest to the property which is the subject of the Ninety-Five Riverside PUD Agreement as reflected in previous Amendments; and,



**WHEREAS**, after appropriate notice, hearing and approval, OWNER and COUNTY desire to further amend the Ninety-Five Riverside PUD Agreement to allow revisions to **Exhibit D**, Master Plan, **Exhibit E**, Timetable of Development, and **Exhibit F**, Special Conditions, of said Agreement;

**NOW, THEREFORE**, it is agreed between Owner and County as follows:

1. The Ninety-Five Riverside PUD Agreement and all its exhibits are hereby amended to reflect the following revisions:

1.1. The Master Plan originally attached as **Exhibit D** is replaced by revised **Exhibit D**, a reduced copy of which is attached hereto and made a part hereof. Revised **Exhibit D** reflects the following changes:

1.1.1. Reconfigure the hotel building in Phase IIIB, increase the rooms from 100 to 120, include 60-seat restaurant/bar within the hotel and revise the phase line to include an additional acre.

1.2. The Timetable of Development originally attached as **Exhibit E** is replaced by revised **Exhibit E**, attached hereto and made a part hereof. Revised **Exhibit E** reflects the following changes:

1.2.1. Extend the timetable to obtain final site plan approval for Phase IIIB to April 30, 2007, extend the timetable to obtain plat approval to May 31, 2007, extend the completion to December 31, 2008, increase the rooms from 100 to 120 and include 60-seat restaurant/bar within the hotel.



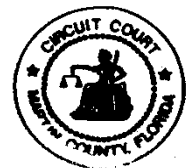
1.3. The Special Conditions originally attached as **Exhibit F** are replaced by revised **Exhibit F**, attached hereto and made a part hereof. Revised **Exhibit F** reflects the following changes:

1.3.1. Include a new Condition 10, Temporary Construction Office, and renumber the subsequent conditions.


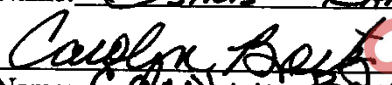
2. OWNER is voluntarily electing to proceed under Section 14.4.A.3.d.(2), Comprehensive Growth Management Plan, Martin County Code, and Section 5.32.C., Land Development Regulations, Martin County Code, and is thereby proceeding without a reservation of capacity and without rights to obtain final development orders for Phases IIIB through VI of the subject property. The OWNER acknowledges the risk that subsequent development orders may reserve capacity of Category A and C public facilities in the project area and necessitate additional capital facility improvements for Phases IIIB through VI of the project to meet concurrency or prevent Phases IIIB through VI of this project from going forward in accordance with its timetable of development.

3. All the terms and conditions of the Ninety-Five Riverside P.U.D. 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 this Amendment was approved by the Board of County Commissioners.



WITNESSES:

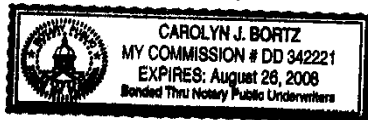
  
Name: Osiris Ramo  
  
Name: Carolyn Bortz

STATE OF FLORIDA  
COUNTY OF MARTIN

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Martin A. Tabor, President of Suri, Inc., a Florida corporation, General Partner of 95 Riverside, Ltd., a Florida limited partnership, on behalf of the partnership, to me known to be the person described herein and who executed the foregoing, and acknowledged before me that he executed same. He is ☒ personally known to me or ☐ has produced \_\_\_\_\_ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 25<sup>th</sup> day of April, 2007.

(NOTARIAL STAMP)



OWNER

95 RIVERSIDE, LTD., a Florida limited partnership

By: SURI, INC., a Florida corporation, General Partner

By:   
Martin A. Tabor, President

7601 SW Lost River Road  
Stuart, Florida 34997

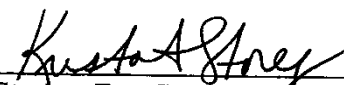
  
Notary Public  
My Commission Expires: \_\_\_\_\_

COUNTY

BOARD OF COUNTY COMMISSIONERS  
MARTIN COUNTY, FLORIDA

By:   
Michael DiTerlizzi, Chairman


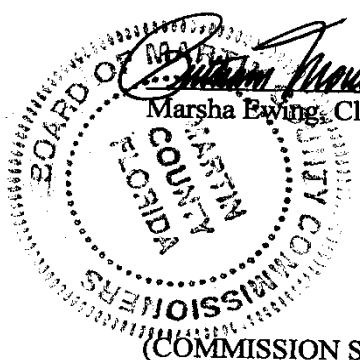
APPROVED AS TO FORM AND  
CORRECTNESS:

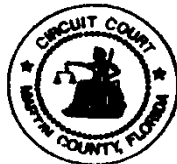
  
Stephen Fry, County Attorney  
BY: Krista A. Storey

Page 4 of 11 Senior Assistant County Attorney  
Revised April 12, 2007

Stuart 219198.2

ATTEST:

  
Marsha Ewing, Clerk  
  
(COMMISSION SEAL)



**NINETY-FIVE RIVERSIDE - REVISED MASTER AND PHASING PLAN**



**Lucido & Associates**  
**Land Planning / Landscape Architecture**  
30 S. Riverside, Suite 200, Portland, OR 97204  
503-255-1414  
10000 N. Williams Rd., Portland, OR 97217  
503-255-1414  
10000 N. Williams Rd., Portland, OR 97217  
503-255-1414  
10000 N. Williams Rd., Portland, OR 97217  
503-255-1414

[illegible][illegible]

**SCALE**

**95 Riverside PUD**  
Revised Master & Phasing Plan  
Marlin County, Florida

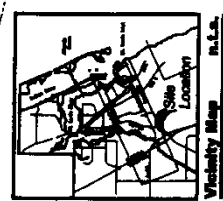
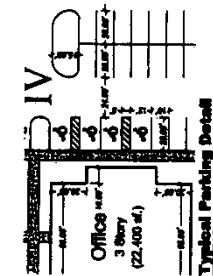


Books  
 Great by  
 Checked by  
 Computer File  
 Compiler Module  
 Project Number  
 Date

P-447  
 648  
 71  
 William King  
 server  
 788  
 10-72-89

Periodicals  
 Serials  
 1 of 1

Phone	Host	Building Area Sqm. B.U.	Building Investment	Building Production
I	Building Office	2,700	11	38
II	Building Office	1,800	0	12
III	Building Warehouse	2,800	35	43
IV	Building Warehouse	2,800	100	100
V	Building Warehouse	2,800	100	100
VI	Building Warehouse	2,800	100	100
VII	Building Warehouse	2,800	100	100
VIII	Building Warehouse	2,800	100	100
IX	Building Warehouse	2,800	100	100
X	Building Warehouse	2,800	100	100
XI	Building Warehouse	2,800	100	100
XII	Building Warehouse	2,800	100	100
XIII	Building Warehouse	2,800	100	100
XIV	Building Warehouse	2,800	100	100
XV	Building Warehouse	2,800	100	100
XVI	Building Warehouse	2,800	100	100
XVII	Building Warehouse	2,800	100	100
XVIII	Building Warehouse	2,800	100	100
XIX	Building Warehouse	2,800	100	100
XX	Building Warehouse	2,800	100	100
XXI	Building Warehouse	2,800	100	100
XXII	Building Warehouse	2,800	100	100
XXIII	Building Warehouse	2,800	100	100
XXIV	Building Warehouse	2,800	100	100
XXV	Building Warehouse	2,800	100	100
XXVI	Building Warehouse	2,800	100	100
XXVII	Building Warehouse	2,800	100	100
XXVIII	Building Warehouse	2,800	100	100
XXIX	Building Warehouse	2,800	100	100
XXX	Building Warehouse	2,800	100	100



Page 5 of 11

Revised April 12, 2007

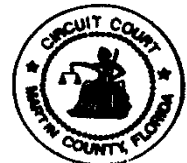
## EXHIBIT E

### NINETY-FIVE RIVERSIDE - REVISED TIMETABLE FOR DEVELOPMENT

- A. This development shall be constructed in phases in accordance with this timetable of development and the revised master and phasing plan.
- B. All improvements for the Ninety-Five Riverside PUD shall be completed within five (5) years of the revised master and phasing plan approval as set forth below.
- C. Permits must be sought and construction of each phase must commence within one (1) year of each final site plan approval. 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.

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

<u>Phase</u>	<u>Final Plan/Plat</u>	<u>Complete</u>	<u>Phase to be Constructed</u>
I (Completed)	11/8/88	8/30/91	<ul style="list-style-type: none"><li>A. All clearing, grubbing and earthwork including filling to grade for the purposes of preparing the site in accordance with the drainage and grading plans.</li><li>B. All excavation of lakes.</li><li>C. Any incidental drainage that is needed.</li><li>D. Service station/convenience store (Chevron).</li><li>E. Welcome center office building.</li><li>F. Construction of loop road per site plan.</li><li>G. Grass seeding entire site.</li><li>H. Installation of temporary well and septic to be removed in Phase II.</li></ul>



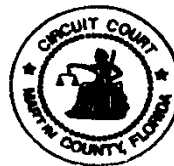


Phase	Final Plan/Plat	Complete	Phase to be Constructed
II	12/30/91 (Completed)	12/30/96	<p>A. 2,525 square foot restaurant with a drive-thru (McDonald's).</p> <p>B. Dock slips.</p> <p>C. Removal of septic tank.</p> <p>D. 80 square foot storage area.</p> <p>E. Fuel island</p>
IIIA	6/30/95 (Completed)	12/30/95	A. 10,800 square feet of retail and restaurant space (Cracker Barrel).
IIIB			A. 120 room hotel with office/meeting and 60 seat restaurant/bar within the hotel and supporting infrastructure.
Final	4/30/07	12/31/08	
Plat	5/31/07	12/31/08	<p>B. Close existing median opening that lies approximately 175 feet north of the SR 76/Lost River Road intersection.</p> <p>C. Construct six-foot concrete sidewalk along SW Lost River Road from SR 76 to the limits of the PUD.</p> <p>D. Payment of \$30,000.00 to Martin County for new fire station in accordance with Special Condition 6 of Exhibit F.</p>
IV	October 2006	October 2007	<p>A. 12,000 square foot bank/office building and supporting infrastructure.</p> <p>B. 4,000 square foot restaurant building and supporting infrastructure.</p> <p>C. 22,400 square foot office building and supporting infrastructure.</p> <p>D. 22,400 square foot office building and supporting infrastructure.</p>



<u>Phase</u>	<u>Final Plan/Plat</u>	<u>Complete</u>	<u>Phase to be Constructed</u>
V	October 2007	October 2008	<p>A. 28,800 square foot office building and supporting infrastructure.</p> <p>B. 28,800 square foot office building and supporting infrastructure.</p>
VI	October 2008	October 2009	<p>A. 40,500 square foot office (34,500 square feet)/restaurant (6,000 square feet) building and supporting infrastructure.</p>

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## **EXHIBIT F**

### **NINETY-FIVE RIVERSIDE - REVISED SPECIAL CONDITIONS**

#### **1. ADDITIONAL REQUIREMENTS:**

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

#### **2. ALCOHOLIC BEVERAGES:**

Alcoholic beverages may be sold within the Ninety-Five Riverside project for on-site and off-site consumption so long as all requirements of Chapter 5, General Ordinances, Martin County Code, and the Florida Statutes are met.

#### **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 Martin County bear the responsibility for aiding the OWNER in obtaining permits from the South Florida Water Management District or in funding the improvements necessary to develop this project.
- B. In order to ensure that the PUD's drainage/stormwater management system functions as designed and permitted in perpetuity, ASSOCIATION shall maintain the PUD's drainage/stormwater management system according to the Stormwater Management System Maintenance Plan submitted with the application for the master/final site plan. Neither Martin County nor the SFWMD shall have any responsibility in maintaining the system.

#### **4. EMERGENCY ACCESS/CONSTRUCTION AND DELIVERY ACCESS:**

Any emergency/construction/delivery access indicated on the revised master site plan, final site plans and subdivision plats shall be primarily for emergency, construction and delivery vehicles, but may also be used by owners. The OWNER shall secure the emergency/construction/delivery access in a manner acceptable to the COUNTY. If gates are featured, a locking arrangement approved by the Emergency Services Department is required.

#### **5. ENDANGERED SPECIES:**

In the event that it is determined that any representative of a plant or animal species of regional concern is resident on or otherwise is significantly dependent upon the Ninety-Five Riverside property, 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 and the U.S. Fish and Wildlife Service. Construction may resume when proper protection, to the satisfaction of all agencies, is provided by the OWNER.

6. FIRE PROTECTION:

- A. All structures, other than detached one and two family residences, which are in excess of 5,000 square feet or two stories or greater in height shall be provided with a sprinkler system installed in accordance with NFPA 13, Standards for Automatic Sprinkler Protection, and NFPA 14, Standards for Standpipes. Compliance with all other provisions of the National Fire Protection Association is required. Specifically, stabilized roads and hydrant installations shall be completed before issuance of building permits pursuant to NFPA 241. Hydrants shall be located within 500 feet of each residential building.
- B. To offset the impact of the project, within sixty (60) days after final site plan approval of Phase IIIB, OWNER will pay \$30,000.00 to the COUNTY towards the design cost for a new fire station to provide service to the S.R. 76 area.

7. HAULING OF FILL:

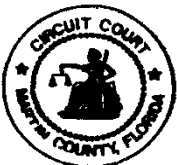
The OWNER agrees not to haul any fill off of the site of the Ninety-Five Riverside project and to coordinate with the County Engineer the routes and timing of any fill to be hauled to the site of this project. The OWNER shall also comply with all COUNTY excavation and fill regulations. Lake littoral zones and upland buffers shall be maintained in accordance with the approved Preserve Area Management Plan for the applicable phase.

8. IRRIGATION AND XERISCAPE:

The landscape plans for Ninety-Five Riverside shall consist of fifty percent (50%) native trees. All plant material shall be drought tolerant and compatible with site conditions. The irrigation source will be surface water withdrawal from an on-site lake permitted by a current water use permit issued by the South Florida Water Management District. OWNER shall keep the water use permit current and up to date. OWNER shall submit a valid South Florida Water Management District water use permit prior to final site plan approval of Phase IIIB.

9. PRESERVE AREAS:

- A. A separate Preserve Area Management Plan (PAMP) shall be required for each phase of the PUD. A PAMP shall be submitted with the application for each final site plan.
- B. No construction or alteration shall be permitted within any of the preserve areas except in compliance with a Preserve Area Management Plan approved by Martin County. The precise location of all the preserve areas shall be staked and surveyed prior to final site plan approval of the applicable phase and shall be fenced prior to and during construction of that phase.



10. 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. A bond for the removal of the construction office shall be supplied to the COUNTY.

11. 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. A bond for the removal of the sales office shall be supplied to the COUNTY.

12. USES AND DEVELOPMENT STANDARDS:

Except as provided for within this Agreement or as set forth on the revised master plan, the requirements of Article 3, Land Development Regulations, Martin County Code, and specifically the GC zoning district shall apply to the development of the Ninety-Five Riverside PUD.

13. WATER AND WASTEWATER:

Water and wastewater services for this project shall be provided by Martin County Utilities and Solid Waste Department. OWNER shall provide an executed copy of an agreement for each phase for such service within sixty (60) days of final site plan approval of that phase for the Ninety-Five Riverside PUD.

STATE OF FLORIDA  
MARTIN COUNTY

THIS IS TO CERTIFY THAT THE  
FOREGOING 11 PAGES IS A TRUE  
AND CORRECT COPY OF THE ORIGINAL

MARSHA EWING, CLERK

BY: [Signature] D.C.

DATE: 05-17-07

