

**SEVENTY-NINTH AMENDMENT TO MARTIN DOWNS
PLANNED UNIT DEVELOPMENT ZONING AGREEMENT**

THIS SEVENTY-NINTH AMENDMENT TO THE MARTIN DOWNS PLANNED UNIT DEVELOPMENT ZONING AGREEMENT (“Amendment”), made and entered into this day ____ of _____, 2022, by and between **AC MERIDIAN MARINA LLC**, a Texas limited liability company, hereinafter referred to as “Owner”, 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, after appropriate notice, public hearing and approval, Southern Land Group, Inc. and Southern Realty Group, Inc. (“Developer”), and County on or about the 8th day of August, 1980, entered into a Planned Unit Development Zoning Agreement for the development of a project in Martin County, Florida, known as “Martin Downs”, which Agreement is recorded in Official Records Book 502 beginning at Page 1646 of the Public Records of Martin County, Florida, which Agreement, as amended from time, is hereinafter referred to as the “Martin Downs PUD Agreement”; and

WHEREAS, Developer did, on that same date, receive a Development Order from County for the Martin Downs Development of Regional Impact (“Martin Downs DO”); and

WHEREAS, Owner is the successor in title and interest to Developer with respect to the property in Martin Downs identified as Phases I, II and IV of Parcel 29 previously known as Martin Downs Marina, Martin Downs Yacht Club, Martin Downs Boating Club and Martin

Downs Marina Village but now known as Meridian Marina, said property being more particularly described on **Exhibit A**, attached hereto and incorporated herein (the “Parcel 29 Property”); and

WHEREAS, Section 380.06(19)(c), Florida Statutes, automatically extended all phase, build-out and expiration dates for projects that are developments of regional impact and under active construction on July 1, 2007, regardless of any prior extension; and

WHEREAS, the Martin Downs DO established December 30, 2007, as the build-out date and period of effectiveness of the Development Order, but pursuant to Section 380.06(19)(c), Florida Statutes, the build-out date and period of effectiveness was extended to December 30, 2010; and

WHEREAS, pursuant to the Seventy-Seventh Amendment to the Martin Downs PUD Agreement, the timetable for the Martin Downs PUD was extended to correspond with the extension granted to the Martin Downs DO under Section 380.06(19)(c), Florida Statutes; and

WHEREAS, this Amendment does not constitute a substantial deviation to the Martin Downs DO pursuant to the criteria set forth in Section 380.06(19)(c), Florida Statutes, and is therefore not subject to further development of regional impact review; and

WHEREAS, Owner desires to amend the Martin Downs PUD Agreement applicable to the Parcel 29 Property to revise **Exhibit B**, Ownership Certificate, **Exhibit C**, Unified Control, and **Exhibit D**, Revised Preliminary Development Plan (Parcel 29) and Final Development Plan (Phase II), and provide a timetable for development of the Parcel 29 Property; and

WHEREAS, Owner and County desire to further amend the Martin Downs PUD Agreement to allow revisions to Phase I, II and IV of the Preliminary Development Plan for the Parcel 29 Property.

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

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

2. The Martin Downs PUD Agreement and its exhibits are hereby amended as follows:

2.1. The Preliminary Development Plan for Parcel 29 is renamed Revised Master Plan, Phasing Plan and Phase II Revised Final Site Plan and amended to:

- 1) Remove from the preliminary development plan Phase III, the existing Admiralty condominium units; and
- 2) Revise Phase II and IV to reduce the marine sales operations, retail and office area from 17,800 sf to approximately 2,400 sf; and
- 3) Revise Phase IV to reduce the size of the proposed restaurant from 12,000 sf to approximately 6,000 sf, and relocate the restaurant from the frontage of SW Chapman's Way to the existing waterfront building; and
- 4) Renovate and expand the existing waterfront building and increase the maximum height from 1-story to 3-stories with rooftop use at a maximum of 40 feet to accommodate an approximately 6,000 square foot restaurant, 2,400 square foot marine sales operations, retail and office area, and up to 4 accessory dwelling units for use by owners, members and guests of the marina; and
- 5) Provide additional boat storage, access and parking to increase the number of dry storage boats from 325 to 540, in accordance with the Revised Master Plan, Phasing Plan and Phase II Revised Final Site Plan.

6) A copy of the Revised Master Plan, Phasing Plan and Phase II Revised Final Site Plan is attached hereto and incorporated as **Exhibit D**.

2.2. The Parcel 29 Property Phase II and IV Timetable of Development and Construction Schedule and Martin Downs Phasing Plan is amended to:

1) Require final site plan approval of Phase II to allow expansion of boat storage building, additional parking, required landscaping and supporting infrastructure by December 31, 2022 and completion by May 31, 2024; and

2) Require final site plan approval of revised Phase IV to allow renovation and expansion of waterfront building by December 31, 2023 and completion by March 31, 2025.

3) A copy of the Timetable of Development for the Parcel 29 Property is attached hereto and incorporated as **Exhibit E**.

2.3 The Ownership Certificate for the Parcel 29 Property contained in the Martin Downs PUD Agreement is replaced in its entirety by **Exhibit B**, attached hereto and incorporated herein.

2.4 The Unified Control for the Parcel 29 Property in the Martin Downs PUD Agreement is replaced in its entirety by **Exhibit C**, attached hereto and incorporated herein.

3. This Amendment is consistent with the Martin County Comprehensive Growth Management Plan.

4. Owner has demonstrated compliance with the requirements of Section 5.32.B., Certificate of Public Facilities Exemption, Land Development Regulations, Martin County Code

and accordingly, the approval of this PUD Amendment shall constitute the issuance of a Certificate of Public Facilities Exemption.

5. All the terms and conditions of the Martin Downs 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 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.

OWNER

WITNESSES:

AC MERIDIAN MARINA LLC, a Texas limited liability company

Name Printed: _____

By: AQUA MARINA, LLC, a Texas limited liability company

Name Printed: _____

By: _____
Austin Cameron, Manager

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, personally appeared Austin Cameron, as Manager of Aqua Marina, LLC, a Texas limited liability company, as the manager of AC Meridian Marina, LLC, a Texas limited liability company, to me known to be the person described herein and who executed the foregoing, and acknowledged before me that he executed same, on behalf of the company. 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 _____ day of _____, 2022.

(NOTARIAL STAMP)

NOTARY PUBLIC

Printed Name:_____

My Commission Expires:_____

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

**79th AMENDMENT TO MARTIN DOWNS PUD AGREEMENT
EXHIBIT A**

[LEGAL DESCRIPTION]

**79th AMENDMENT TO MARTIN DOWNS PUD AGREEMENT
EXHIBIT B**

OWNERSHIP CERTIFICATE

I, Robert S. Raynes, Jr., a member of the Florida Bar, hereby certify that the record title to the property described in **Exhibit A** of the 79th Amendment of the Martin Downs PUD Agreement, which is a part of the Martin Downs Planned Unit Development Zoning Agreement dated the 8th day of August, 1980 is in the ownership of AC MERIDIAN MARINA LLC, a Texas limited liability company.

Dated this _____ day of _____, 2022.

Florida Bar # 00124672
Robert S. Raynes, Jr.
Gunster, Yoakley & Stewart, P.A.
800 SE Monterey Commons Boulevard
Suite 200
Stuart, Florida 34996

**79th AMENDMENT TO MARTIN DOWNS PUD AGREEMENT
EXHIBIT C**

UNIFIED CONTROL

The undersigned, being the Owner of the property described in **Exhibit A** of the 79th Amendment of the Martin Downs PUD Agreement, which is part of the Martin Downs Planned Unit Development Zoning Agreement (“PUD Agreement”), dated the 8th day of August, 1980, does hereby covenant and agree that: (i) the property described in **Exhibit A** shall be held under single ownership, and shall not be transferred, conveyed, sold or divided in any unit other than in its entirety; provided, however that individual subdivision lots or fully constructed condominium units, if any, may be conveyed to individual purchasers in accordance with and subject to the terms and conditions of the PUD Agreement.

In addition, the following conveyances shall be permitted:

1. If the PUD is designed and planned to be developed in phases or portions of phases, and each phase or portion of a phase complies with the requirements contained within the PUD Agreement, then each phase or portion of phase may be conveyed separately upon final site plan and plat approval of that phase or portion of a phase.
2. Common elements, common open areas and developed recreation areas, if any, may be conveyed to a property owners' association or other legal entity so long as such conveyance shall be subject to the express restriction that the subject property will never be used for any purpose other than as common elements, common open areas or developed recreation areas as applicable.
3. Other portions of the subject property may be conveyed and used or maintained by governmental, environmental, charitable or other organizations or agencies for such purposes as the Board of County Commissioners of Martin County, Florida may deem appropriate.

Nothing herein contained shall limit, in any manner, the undersigned, or their successors or assigns, to mortgage or encumber the property or any part thereof.

The undersigned further agrees that the conditions, restrictions and limitations contained herein shall be deemed a covenant running with the land and shall remain in full force and effect

and be binding on the undersigned, its successors and assigns, until such time as the same may be released in writing by the Board of County Commissioners of Martin County, Florida.

The undersigned further agrees that this instrument may be recorded in the public records of Martin County, Florida.

IN WITNESS WHEREOF, the parties hereto have executed these presents on the dates indicated below.

OWNER

WITNESSES:

AC MERIDIAN MARINA LLC, a Texas limited liability company

Name Printed: _____

By: AQUA MARINA, LLC, a Texas limited liability company

Name Printed: _____

By: _____
Austin Cameron, Manager

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, personally appeared Austin Cameron, as Manager of Aqua Marina, LLC, a Texas limited liability company, as the manager of AC Meridian Marina LLC, a Texas limited liability company, to me known to be the person described herein and who executed the foregoing, and acknowledged before me that he executed same, on behalf of the company. 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 _____ day of _____, 2022.

(NOTARIAL STAMP)

NOTARY PUBLIC

Printed Name: _____
My Commission Expires: _____

**79th AMENDMENT TO MARTIN DOWNS PUD AGREEMENT
EXHIBIT “D”**

**REVISED MASTER PLAN, PHASING PLAN AND
PHASE II REVISED FINAL SITE PLAN**

Pursuant to Section 695.26, F.S.

Prepared by:
Robert S. Raynes, Jr.
Gunster, Yoakley & Stewart, P.A.
800 SE Monterey Commons Boulevard
Suite 200
Stuart, Florida 34996