

Pursuant to Sec. 695.26, F.S.
Prepared by:
Lucido & Associates
701 SE Ocean Blvd.
Stuart, FL 34994
(rev. 5-31-18)

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JENSEN DUNES
SECOND AMENDMENT TO
PLANNED UNIT DEVELOPMENT ZONING AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2018, by and between JENSEN DUNES, LLC, a Florida limited liability company, the owner of Phases 2 and 3, and ONE HC-JENSEN BEACH, LLC, a Florida limited liability company, the owner of Phase 1, hereinafter collectively 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, Jensen Dunes, LLC and Martin County, on or before the 10th day of January, 2012, entered into a Planned Unit Development Zoning Agreement for the development of a project in Martin County, Florida, known as “Jensen Dunes”, which Agreement is recorded in Official Records Book 2573, Page 2354, public records of Martin County, Florida, which Agreement, as amended from time to time, is hereinafter referred to as the “PUD Agreement”; and

WHEREAS, after appropriate notice, hearing and approval, OWNER desires to amend the Jensen Dunes PUD Agreement by revising Exhibit D (Master Site Plan), Exhibit D-1 (Phasing Plan), Exhibit E (Timetable of Development) and Special Condition 12 (Traffic Impacts) of Exhibit F.

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

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

2. The Revised Master Site Plan, attached hereto and made a part hereof as Revised Exhibit D, and the Revised Phasing Plan attached hereto and made a part hereof as Revised Exhibit D-1, are amended to reflect the following changes:

- a) Deletion of the proposed extension of NE Skyline Drive from its existing location at NE South Street, through the Town of Ocean Breeze, to the project's entrance;
- b) Addition of a "permanent" secondary vehicular and pedestrian access connection to NE Cedar Street;
- c) Extension of the existing 6' sidewalk at the project's entrance east, along the project's entire frontage on NE Cedar Street;
- d) Addition of additional parking and a continuous loop road around the project's development area;
- e) Deletion of the optional picnic area and trail within the upland preserve area;
- f) Reconfiguration of Building #3 from a 2-story building with 130 beds to a one-story building with 50 beds; and
- g) Reconfiguration of Building #2 from a 2-story building with 130 beds to a three-story building with 160 beds and an attached one-story Community Commons building.

3. The Timetable of Development, attached hereto and made a part hereof as Revised Exhibit E, is modified to reflect the master plan changes described above, the addition of PUD requirements per revised Special Condition #12; and the actual date Phase 1 obtained final site plan approval (i.e. October 23, 2012) and was completed (October 20, 2017);

4. In addition, the revised Timetable of Development recognizes the following timetable extensions for Phases 2 and 3, which were authorized by the Governor's Executive Orders #17-235 and 17-287 and acknowledged by the County:

- a) The extension of the time frame to obtain final site plan approval of Phase 2 to October 10, 2019;
 - b) The extension of the time frame to complete Phase 2 to October 12, 2021;
 - c) The extension of the time frame to obtain final site plan approval of Phase 3 to October 11, 2020;
 - d) The extension of the time frame to complete Phase 3 to October 11, 2021;
5. The Timetable of Development is further extended as follows:
- a) The extension of the timeframe to obtain final site plan approval of Phase 2 by approximately 81 days, from October 10, 2019 to December 31, 2019;
 - b) The extension of the timeframe to complete Phase 2 by approximately 79 days, from October 12, 2021 to December 31, 2021;
 - c) The extension of the timeframe to obtain final site plan approval of Phase 3 by approximately 1 year and 80 days, from October 11, 2020 to December 31, 2021;
 - d) The extension of the timeframe to complete Phase 3 by approximately 1 year and 80 days, from October 11, 2022 to December 31, 2023.
6. Special Condition 12 is hereby deleted and replaced as follows:

12. TRAFFIC IMPACTS

~~A. No construction shall commence within the Jensen Dunes PUD until the construction of Skyline Drive from South Street to the entrance of the PUD is constructed and available for use. Notwithstanding this requirement, if access to Cedar Street by the Jensen Dunes PUD is allowed by any future amendment of the Comprehensive Plan or Land Development Regulations, Jensen Dunes may use Cedar Street for access to Phase 1 of the PUD without an amendment to this PUD Agreement, until such time as the Skyline Drive construction is completed, which shall then be required prior to commencement of construction of Phase 2 of the PUD. After Skyline Drive is constructed and available for use, Cedar Street shall only be used for emergency access to the Jensen Dunes PUD.~~

A. Pursuant to Section 3.93.D. Land Development Regulations, Martin County Code, primary access to the project shall be NE Cedar Street subject to the completion of the following off-site improvements prior to the issuance of a Certificate of Occupancy for Phase 2:

i. A permanent secondary access on NE Cedar Street including construction of a six (6) foot wide sidewalk along the project's entire frontage on NE Cedar Street right-of-way (ROW) as shown on Revised Exhibit "D", Revised Master Plan; and

ii. All intersection, roadway and sidewalk improvements as shown on the NE Cedar Street Improvement Plan attached hereto and made a part hereof as Exhibit "D-2";

~~B. Within sixty (60) days of the County Engineer's acceptance of the Engineer's Certification of Construction Completion for Skyline Drive from South Street to the entrance to the Jensen Dunes PUD, OWNER shall convey to COUNTY thirty five feet of road right of way along the eastern boundary of the Jensen Dunes PUD, extending from the entrance of the PUD to Cedar Street, as depicted on the master site plan attached hereto as **Exhibit D**. OWNER shall convey the fee simple marketable title for the right of way by General Warranty Deed to the COUNTY, free and clear of any and all exceptions, except for those accepted by the COUNTY as exceptions to the title commitment and title policy, which shall be obtained by COUNTY at COUNTY'S expense. Pursuant to Section 201.01, Florida Statutes, the OWNER, as the non-exempt party, shall be responsible for documentary stamps and transfer taxes payable in connection with the conveyance of the Property to COUNTY. All recording charges, including recording fees for all documents required to be recorded in order to convey good and marketable title, shall be paid by the OWNER. In addition, prior to acceptance of the deed, the COUNTY may perform soil borings, a survey and environmental assessment of the right of way to determine if any unacceptable conditions exist. The cost of resolving any such conditions shall be borne by OWNER.~~

B. Prior to the issuance of a Certificate of Occupancy for Phase 2, Jensen Dunes, LLC shall make a contribution of mutual benefit to the Martin County School District in the amount of \$197,000. The payment shall not be creditable towards any required impact fees.

~~C. COUNTY may elect, as a discretionary legislative matter, to establish a Municipal Service Benefit Unit (MSBU) pursuant to the requirements of Section 125.01, Florida Statutes, for the construction of Skyline Drive as a Martin County minor collector from South Street to the entrance of the PUD as depicted on **Exhibit G**, attached hereto. COUNTY is under no obligation to establish the MSBU, but if the MSBU is established, COUNTY agrees to have Skyline Drive completed and open for use within 12 months of the date of the Resolution establishing the MSBU. OWNER acknowledges that the establishment of the MSBU is subject to: 1) the adoption of an ordinance by the Town of Ocean Breeze Park consenting to the MSBU and 2) the approval of an Interlocal Agreement between Martin County and the Town of Ocean Breeze regarding the construction of Skyline Drive and the MSBU. If COUNTY elects to pursue the establishment of the Skyline Drive MSBU, OWNER shall cooperate with COUNTY to the extent necessary to establish the MSBU, including but not limited to donation of required right-of-way, assistance with the acquisition of required right of way from other property owners and/or the Town of Ocean Breeze Park, and design and permitting assistance.~~

~~D. As an alternative to the Skyline Drive MSBU, OWNER may, at its expense, design, permit and construct Skyline Drive from South Street to the entrance of the PUD. The required improvements and infrastructure shall be constructed in full compliance with the specifications and requirements of the COUNTY under supervision of OWNER'S Engineer. Prior to commencement of construction of Skyline Drive, OWNER shall supply COUNTY with security in an amount 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. The expiration date for any security provided shall be no sooner than fifteen (15) months after the completion date for the required improvements.~~

~~1. 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 OWNER'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 OWNER'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.~~

~~2. In the event OWNER'S Engineer and the County Engineer agree that certain "punchlist" items remain outstanding, one hundred (100%) percent of the value of said "punchlist" items shall be added to the ten (10%) percent and included as warranty security.~~

~~3. The warranty security shall be held for the additional fifteen (15) months from the date of the site acceptance of the County Engineer, at which time the OWNER'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.~~

~~4. The County Engineer shall then request that Skyline Drive be accepted into the COUNTY'S road inventory.~~

~~E. Pursuant to Section 4.843.B.1, Land Development Regulations, Martin County Code, the right-of-way width for Skyline Drive is hereby approved as 50 feet for 180 linear feet and as 70 feet for the remainder of the roadway extension, including 10 feet for any required easements as depicted on **Exhibit G** attached hereto.~~

7. All of the terms and conditions of the Jensen Dunes PUD Agreement, and the First Amendment to the PUD Agreement, that 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 executed these presents on the dates indicated below. The date of this PUD Agreement shall be the date on which this PUD Agreement was approved by the Board of County Commissioners of Martin County, Florida.

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

OWNER

JENSEN DUNES, LLC,
a Florida limited liability company

Witnesses

Print Name: _____

Print Name: _____

By: _____
Joseph Hummel, Manager

Date: _____

STATE OF FLORIDA
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, personally appeared Joseph Hummel, Manager of JENSEN DUNES, LLC, a Florida limited liability company, 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 _____, 2018.

(NOTARIAL STAMP)

Notary Public
My commission expires:

Witnesses

ONE HC-JENSEN BEACH, LLC,
a Florida limited liability company

Print Name: _____

By: _____
Joseph Hummel, Manager

Print Name: _____

Date: _____

STATE OF FLORIDA
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, personally appeared Joseph Hummel, Manager of ONE HC-JENSEN BEACH, LLC, a Florida limited liability company, 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 _____, 2018.

(NOTARIAL STAMP)

Notary Public
My commission expires:

COUNTY

ATTEST:

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

Carolyn Timmann, Clerk of the
Circuit Court and Comptroller

By: _____
Edward V. Ciampi, Chairman

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

Krista A. Storey
Senior Assistant County Attorney

REVISED EXHIBIT D
REVISED MASTER SITE PLAN

REVISED EXHIBIT D-1
REVISED PHASING PLAN

EXHIBIT D-2

NE CEDAR STREET IMPROVEMENT PLAN

REVISED EXHIBIT E
TIMETABLE OF 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 ~~attached~~ Revised Phasing Plan, attached as Revised Exhibit D-1.
- ~~B.~~ All final site plan approvals must be obtained within five (5) years of the master site plan approval.
- B. Construction must commence within one (1) year of each final site plan approval.
- ~~C.~~ Each phase must be completed within two (2) years of approval of the final site plan approval for the phase.
- C. Each phase shall be sequentially completed and shall be self supportive prior to proceeding to the next phase. 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 a building permit. 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 in accordance with the timetable set forth below.
- D. The phases to be constructed and ~~the time period after the date of the approval of the PUD Agreement within which~~ the date for obtaining final site plan approval of each phase ~~must be obtained~~ are as follows:

~~Maximum period after date~~
~~of approval of PUD Agreement~~
Final Site Plan Approval Date

Elements of Phase to be constructed

Phase 1: ~~3 yrs.~~ 10/23/2012 (original date)

Completed
~~Connection to Skyline Drive or temporary~~
Permanent access to NE Cedar Street (if permitted by Ordinance in accordance with revised Special Condition 12), construction of Building 1 (up to 130 beds), supporting drainage improvements including temporary dry retention area and dry retention area #1, supporting utilities including a water main extension to fire hydrant #1, sanitary sewer service, clean-out, manhole #1, private lift station and force main; parking, landscaping and access improvements, ~~emergency access to Cedar Street,~~ all recreation facilities, ~~picnic area~~ and all PAMP requirements.

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Maximum period after date
of approval of PUD Agreement
Final Site Plan Approval Date

Elements of Phase to be constructed

Phase 2: ~~4~~-years (December 31, 2019)

Completion: December 31, 2021

~~Completion of Skyline Drive prior to commencement of construction (if not completed prior to construction of Phase 1 in accordance with Special Condition 12), Construction of Building #2 (up to ~~130~~ 160 beds) including Community Commons building; supporting drainage improvements including dry retention area #2 and #3; parking, landscaping, utility and access improvements and utilization of Cedar Street for emergency access and construction of the permanent secondary access on NE Cedar Street, and extension of 6' wide sidewalk along the project's entire frontage on NE Cedar Street right-of-way, improvements to NE Cedar Street per and payment of a contribution of mutual benefit to the Martin County School District in the amount of \$197,000 in accordance with revised Special Condition 12.~~

Phase 3: ~~5~~-years (December 31, 2021)

Completion: December 31, 2023

~~Construction of Building #3 (up to ~~130~~ 50 beds) and supporting drainage, parking, landscaping, utility and access improvements~~

~~Struck through language is deleted; underlined language is added~~