

November 8, 2018

HAND DELIVERY

Peter Walden, Principal Planner Martin County Growth Management Department 2401 S.E. Monterey Road Stuart, FL 34996

RE: BRIDGEWATER PRESERVE PUD ZONING & REVISED MASTER SITE PLAN - First Resubmittal in Response to Staff Report Dated October 1, 2018 (MC Project #P115-006; Lucido #16-616)

Dear Peter:

In response to the above-referenced staff report and workshop on October 4, 2018, please find enclosed the original resubmittal packet containing the documents and plans referenced below, and a CD with PDF copies of the resubmitted materials, and an additional set of the 24x36 plans.

The enclosed revised materials are listed as follows:

- Master Site Plan:
- PUD Agreement;
- Boundary/Topographic Survey;
- Traffic Impact Report; and
- Stormwater Management/Utility Conceptual Plan.

The enclosed application materials have been revised as outlined in the following itemized responses to the staff comments. Please note the entire comments have not been repeated. Please refer to the staff report for the actual comments within each section. Our responses have been *italicized* for clarity.

Itemized Responses to Staff Report

- A. Application information *Agree*.
- B. Project description and analysis Agree.
- C. Staff recommendation

 See responses to the non-comply comments below.
- D. Review Board/Committee action *Agree*.
- E. Location and site information *Agree*.
- F. Determination of compliance with Comprehensive Growth Management Plan requirements Unresolved issues:

 Item #1: Resubmit with a Master and Final Site Plan and PUD Zoning Agreement.

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> As discussed at the workshop and confirmed during follow up correspondence, the final site plan application will be submitted in accordance with the PUD Timetable of Development Schedule (Exhibit E). To ensure no development is authorized prior to final site plan approval, PUD Special Condition #6, Models, has been deleted.

> Item #2: 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.

See responses to the non-comply comments below.

G. Determination of compliance with land use, site design standards, zoning and procedural requirements

Unresolved Issues:

Item #1: Data table

Under open space, line 2 should read required-provided open space 109.25 ac.

This correction has been made to the revised master site plan enclosed.

57.79 acres of impervious area is allocated to the lots.

Provide information as to how this going to be mandated and/or tracked on all of the lots? The total area within the 107 lots is 144.47 acres. The stormwater system is designed to handle a maximum of 57.79 acres of impervious area from the eventual development of all lots, which equates to approximately 23,526 sf per lot or 40% of the total lot area. To ensure the maximum allowable impervious area will not be exceeded, an additional category for "Maximum Lot Coverage Per Lot" has been added to the Building and Lot Data tabular on the revised master plan site plan enclosed.

Determination of compliance with urban design and community redevelopment H. requirements Not applicable.

Agree.

I. Determination of compliance with property management requirements Not applicable.

Agree.

J. Determination of compliance with environmental and landscaping requirements Environmental

Unresolved issues:

Item #1: PAMP Site Inspection

The application submittal states the project is currently in compliance with the requirements in the PAMP. Please contact Shawn McCarthy, the environmental reviewer, to schedule an onsite inspection of the preserve area and existing littoral zone areas to verify compliance. If the inspection shows there are preserve area or littoral zone issues, these items will need to be resolved prior to approval.

Agree, an onsite inspection has been scheduled.

Item#2: PUD and Public Benefits

The project is proposing a PUD to increase the number of residential lots. Although not required, please consider providing an environmental public benefit. A possible benefit may be creating or coordinating construction of a pedestrian trail as part of the Jupiter

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Flatwood Greenway on the south end of the project. This trail is shown on the approved Final Site Plan offsite in Palm Beach County. In your response, please indicate if this trail is still planned and if the applicant would consider this public benefit.

As discussed at the workshop the trail system for the Jupiter Flatwood Greenway is intended to be a wildlife corridor that connects Jonathan Dickinson State Park to the Palm Beach County Conservation Area by a box culvert underneath SE Island Way. Pedestrian use is not intended and should not be encouraged.

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. *Agree*.

K. Determination of compliance with transportation requirements

Item #1:

The Traffic Impact Analysis does not comply with Article 5, Division 3, Sections 5.63 and 5.64 because:

Trip generation rates shall be taken from the Institute of Transportation Engineers' Trip Generation (current edition) [Martin County, Fla., LDR Article 5, Division 3, Section 5.63.A (2009)

• Update to ITE 10th Edition

Please see updated traffic impact report enclosed.

Revise Exhibits 3 and 4 to display project trips and impact of 80% assignment on SE Island Way – Project Entrance to Palm Beach County.

This section of roadway is already shown with an impact of 100% and was confirmed per a conversation with Lukas Lambert on 10-5-18. It is shown as link #1 in exhibit 3, Island Way, between Palm Beach County and Jupiter road.

Revise Exhibit 5 analysis for maximum buildout year allowed of a Planned Unit Development (7 years) from anticipated BOCC adoption date.

Please see updated Exhibit 5 in revised traffic impact report that reflects the requested build-out year.

L. Determination of compliance with county surveyor

Not applicable.

Agree.

M. Determination of compliance with engineering, stormwater and flood management requirements

Findings of Compliance:

Stormwater Management Report

Due to the application type being a master plan, the stormwater report was only reviewed for compliance with Martin County Stormwater Management and Flood Protection Standards for Design and Review section 1.4.A – Master Plan Approval (Major Projects). The remaining portions of the report were not reviewed at this time. The full report including any proposed changes to the stormwater system will be reviewed during the Final Site Plan approval application.

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Agree.

Unresolved Issues:

Stormwater Management System Conceptual Plan

Provide a signed and sealed topographic survey, mapped to one-foot contours, that extends at least 200- feet beyond property and referenced to the North American Vertical Datum of 1988; current survey provided is based upon NGVD 1929. [Martin County, Fla., LDR Section 4.384.A.3 (2015)] [Martin County Stormwater Management and Flood Protection Standards for Design and Review, Section 1.4.A.2.a (2001)]

See enclosed boundary/topographic survey revised to reflect elevations in NAVD 1988.

Due to the application type being a master plan, the stormwater management system was only reviewed for compliance with Martin County Stormwater Management and Flood Protection Standards for Design and Review section 1.4.A – Master Plan Approval (Major Projects) which is limited to the existing conditions of the site and does not include proposed construction elements.

Remove all labeling and associated linework indicating proposed construction elements and/or elements to be removed on the Master Drainage Plan. These elements include but are not limited to:

Proposed drainage easement inlet and pipe Remove existing drainage structure and pipe Abandon existing drainage easement Proposed Structure #1 Existing control structure to be modified

Acknowledged. The labels and linework have been removed from the enclosed master stormwater/utility plan.

Remove detail Section 5 and the Modified Existing Control Structure detail 6 from Master Drainage Plan Sections and Details Sheet No. 2.

Acknowledged. The details have been removed.

N. Determination of compliance with addressing and electronic file requirements Addressing and Electronic File Submittal Findings of Compliance:

Agree.

O. Determination of compliance with utilities requirements Water and Wastewater Service Findings of Compliance:

Agree.

Wellfield and Groundwater Protection Findings of Compliance: *Agree*.

P. Determination of compliance with fire prevention and emergency management requirements

Findings of Compliance:

Agree.

Q. Determination of compliance with ADA requirements Not applicable:

Agree.

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

Not applicable.

Agree.

- S. Determination of compliance with legal requirements Review pending.
- T. Determination of compliance with adequate public facilities requirements *Noted.*
- U. Post-approval requirements Noted.
- V. Local, State and Federal Permits *Noted.*
- W. Fees
 Noted.
- **X.** General application information *Agree*.
- Y. Acronyms Noted.
- Z. Attachments *Noted*.

I trust these responses and the revised plans satisfactorily address the comments contained in the staff report and allow to the project to be scheduled for the next available Local Planning Agency meeting.

Please feel free to contact me or my assistant, Shirley Lyders, if you have any questions or need additional information.

Sincerely.

Morris A. Crady, AICP Senior Vice President

Encl.

Copy to Team

This Instrument Prepared By:

Robert S. Raynes, Jr., Esquire Gunster, Yoakley & Stewart, P.A. 800 SE Monterey Commons Blvd., Suite 200 Stuart, Florida 34996 (772) 288-1980

the State of Florida, hereinafter referred to as COUNTY.

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BRIDGEWATER PRESERVE

RESIDENTIAL PLANNED UNIT DEVELOPMENT ZONING AGREEMENT

THIS AGREEMENT, made and entered into this ______ day of ________, 20_____, by and between, BRIDGEWATER VENTURES, LLC, a Florida limited liability company hereinafter referred to as OWNER, and MARTIN COUNTY, a political subdivision of

WITNESSETH:

WHEREAS, OWNER is the fee simple title holder of the property situated in Martin County, Florida, and more particularly described in **Exhibit A**, attached hereto and made a part hereof; and

WHEREAS, it is the desire of OWNER to develop (in accordance with development plans, as the same may be revised from time to time) a Residential Planned Unit Development (hereinafter sometimes referred to as PUD) to be known as Bridgewater Preserve consisting of common areas, sewage, irrigation and water treatment lines and appurtenances thereto, recreational facilities, private streets and parking facilities, street lighting and a private residential subdivision not to exceed an aggregate sum of 107 residential housing units together with accessory buildings and other related improvements and facilities; and

WHEREAS, Bridgewater Preserve Homeowners Association, Inc., a Florida not-forprofit corporation, will be formed to provide for the maintenance of the roads, streets, rights-ofway, and common areas within Bridgewater Preserve (hereinafter the ASSOCIATION); and

WHEREAS, this type of consolidated development is permitted in Martin County subject to a PUD Agreement; and

WHEREAS, it is the desire of the COUNTY to encourage this form of development, to prevent and discourage urban sprawl, promote compatible, consistent and effective usage of land, to protect, preserve, and manage natural resources, and to implement the COUNTY's growth management plans.

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

1. <u>UNIFIED CONTROL</u>

The OWNER hereby warrants that it has, as a result of fee simple ownership, unified ownership of all real property included in this PUD. Documents certifying title, or the right to acquire title, as applicable, are attached hereto and incorporated herein as **Exhibit B**. A Covenant of Unified Control by the OWNER is attached hereto and incorporated herein as **Exhibit C**.

2. <u>DEVELOPMENT</u>

The OWNER agrees that this PUD will be undertaken and carried out in accordance with the following:

2.1 The master site plan approved by the COUNTY, a copy of which is attached hereto as **Exhibit D** and by reference made a part hereof Approval of the master site plan shall authorize the OWNER to submit the final site plans in accordance with the terms and conditions of the approved master site plan. Approval of the

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master site plan by the COUNTY shall not constitute approval to build or construct any improvements, and is not the final approval necessary for construction of the development.

- 2.2 The final site plans to be approved by the COUNTY in accordance with such laws, ordinances and regulations as may be in effect at the time of such approval.
- 2.3 The Timetable for Development as shown in **Exhibit E**, attached hereto and by reference made a part hereof.
- 2.4 The conditions and requirements agreed to by the COUNTY and the OWNER as set forth in **Exhibit F**, attached hereto and by reference made a part hereof.
- 2.5 Permits and authorizations granted in accordance with such laws, ordinances and regulations as may be in effect at the time of such approval.

3. <u>VESTED RIGHTS</u>

The OWNER shall have the right to develop the PUD in accordance with applicable laws, ordinances and regulations, the provisions and requirements of this Agreement, the approved master site plan, final site plans, and the subdivision plat(s).

4. COMMON AREAS, COVENANTS, CONDITIONS AND RESTRICTIONS

- 4.1 The OWNER shall create a Declaration of Covenants, Conditions and Restrictions for Bridgewater Preserve (hereinafter the Covenants and Restrictions), which shall be submitted as part of the application for the first final site plan approval. A copy of the Covenants and Restrictions shall be included as an exhibit to the development order for the first final site plan.
- 4.2 It shall be deemed a breach of this Agreement for any land to be conveyed by the OWNER by an instrument which does not contain the Covenants and Restrictions

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or incorporate them by reference thereto. The ASSOCIATION shall not be dissolved nor shall it dispose of any common areas, by sale or otherwise, except to an organization conceived and organized to own and maintain the common areas, without first receiving approval of the COUNTY. The COUNTY, as a condition precedent to the dissolution or disposal of common areas, may require dedication of common open areas, utilities or road rights-of-way to the public as are deemed necessary.

4.3 In the event that the COUNTY determines that the ASSOCIATION (or any successor organization) has failed at any time to maintain the common areas of the PUD in reasonable order and condition in accordance with the approved master and final site plans and applicable laws, ordinances, and regulations, then the COUNTY shall serve written notice by certified mail, return receipt requested, upon such organization and upon each owner of real property within the PUD, which notice shall set forth the manner in which the organization has failed to maintain the common areas in reasonable order and condition, and shall demand that such failure be remedied within thirty (30) days of the sending of such notice or, in the alternative, that such organization appear before the COUNTY at a specified time [at least ten (10) days but not more than thirty (30) days after the sending of such notice] either to contest the alleged failure to maintain the common areas or to show cause why it cannot remedy such failure within the thirty (30) day period. If such failure has not been remedied within the thirty (30) day period or such longer period as the COUNTY may allow, then the COUNTY, in order to preserve the taxable values of the real property within the Planned Unit Development and to prevent the common areas from becoming a public nuisance, shall hold a public hearing to consider the advisability of the COUNTY entering upon such common areas and maintaining them for a period of one (1) year. Notice of such hearing shall be sent by certified mail, return receipt requested, to the organization involved and to each owner of real property within the PUD and shall be published in a newspaper of general circulation published in Martin County, Florida, Such notice shall be sent and published at least fifteen (15) days in advance of the hearing. At such hearing, the COUNTY may determine that it is advisable for the COUNTY to enter upon such common areas, take non-exclusive possession of them and maintain them, according to COUNTY standards, for one (1) year. Such entry, possession and maintenance when followed in accordance with the above procedures shall not be deemed a trespass. In no event shall any such entry, possession and maintenance be construed to give the public or the, COUNTY any right to use the common areas.

4.4 The COUNTY may, upon public hearing with notice given and published in the same manner as above, return possession and maintenance of such common areas to the organization, or successor organization, abandon such possession and maintenance, or continue such possession and maintenance for an additional one (1) year period. The cost of such maintenance by the COUNTY shall be assessed ratably against the real properties within the PUD, the owners of which have the right to the use and enjoyment of the common areas and shall become a charge or lien on said properties if not paid within thirty (30) days after the receipt of a statement therefor.

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5. DESTRUCTION

In the event that all or a portion of the PUD should be destroyed by a storm, fire, or other common disaster, the OWNER, its grantees, successors or assigns and/or the ASSOCIATION, shall have the right to rebuild and/or repair so long as there is strict compliance with the approved master site plan, final site plans, and subdivision plats.

6. <u>CHANGE OR AMENDMENT</u>

There shall at all times be a strict adherence to the provisions of the Agreement and the approved master and final site plans. Any change or amendment to the Agreement and/or the approved master site plan, final site plans, and subdivision plats shall only be made in accordance with Section 10.14, Changes and Amendments to Approved Development Orders of Article 10, Development Review Procedures of the Martin County Land Development Regulations.

7. BREACH OF AGREEMENT

7.1 Development of Bridgewater Preserve shall at all times be in compliance with the PUD Agreement and the approved master site plan, final site plans, and subdivision plats (hereinafter sometimes referred to as development orders). Failure to comply with a development order may result in the suspension of that development order, the cessation of COUNTY processing of all applications for development on the subject property and any associated phases, or termination of the development order pursuant to Section 10.8, Suspension of Development Orders for Failure to Comply, of Article 10, Development Review Procedures, of the Martin County Land Development Regulations.

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- 7.2 Any person, including the Board of County Commissioners (hereinafter sometimes referred to as Board) or any member of the Board of County Commissioners, may file a complaint with the county administrator alleging that a development order has been violated, that unauthorized development has occurred, or that misrepresentation, fraud, deceit, deliberate error or omission, or a material omission that should have been disclosed regarding information required in a development application has occurred. In the event that such a complaint is filed, it shall be addressed as set forth in Section 10.8, Suspension of Development Orders for Failure to Comply with Article 10, Development Review Procedures of the Martin County Land Development Regulations.
- 7.3 In addition, pursuant to the provisions of Section 10.5.C., Termination of PUD Development Approval of Article 10, Development Review Procedures of the Martin County Land Development Regulations, at such time as the Boar of County Commissioners becomes aware of a possible breach of the PUD Agreement, the Board may schedule a public hearing on reconsideration of the development approval and its possible termination. In the event that the Board determines that a breach of the PUD Agreement has occurred and voids the development order, the Board may initiate an amendment to the Comprehensive Growth Management Plan to cause the property to revert to its immediately preexisting future land use designation or the most appropriate designation and rezone the property to a consistent zoning district. Following the termination of the PUD Agreement, all further COUNTY permitting associated with the voided approval shall cease.

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7.4 The above provisions shall not be interpreted to provide an exclusive remedy, and

COUNTY may pursue any appropriate remedy at law or equity in the event

OWNER or his successors in interest fail to abide by the provisions of this

Agreement.

8. <u>JURISDICTION</u>

This Agreement shall be governed by the laws of the State of Florida, and any and all

legal action instituted because of this Agreement shall be instituted in Martin County, Florida.

9. <u>SUCCESSORS AND ASSIGNS</u>

This Agreement shall be binding upon the parties hereto, their successors in interest,

heirs, assigns and personal representatives.

10. NOTICE

Any notice, request, demand, consent, approval, or other communication required or

permitted by this Agreement shall be given or made in writing and shall be served as elected by

the party giving the notice by any of the following methods: (i) hand delivery to the other party;

(ii) delivery by commercial overnight courier service; (iii) mailed by registered or certified mail

(postage prepaid), return receipt requested; or (iv) mailed by regular U.S. mail. For purposes of

notice, the addressees are as follows:

OWNER:

Bridgewater Ventures, LLC

3801 PGA Boulevard

Suite 903

Palm Beach Gardens, FL 33410

with required copy to:

Robert S. Raynes, Jr., Esq.

Gunster

800 SE Monterey Commons Blvd.

Suite 200

Stuart, FL 34996

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COUNTY:

County Administrator

Martin County

2401 S.E. Monterey Road

Stuart, Florida 34996

with required copy to:

County Attorney

Martin County

2401 S.E. Monterey Road

Stuart, Florida 34996

Notice given in accordance with the provisions of this Section shall be deemed to be

delivered and effective on the date of hand delivery; or on the second day after the date of the

deposit with an overnight courier; or on the date upon which the return receipt is signed, or

delivery is refused, or the notice is designated by the postal authorities as not delivered if mailed;

or on the second business day after the date of mailing by regular U.S. mail. Either party may

change its address for the purpose of this Section by written notice to the other party given in

accordance with the provisions of this Section.

11. <u>ENTIRE AGREEMENT</u>

This Agreement incorporates and includes all prior and contemporaneous negotiations,

correspondence, conversations, agreements, and understanding applicable to the matters

contained herein, and the parties agree that there are no commitments, agreements, or

understandings concerning the subject matter of this Agreement that are not contained in this

document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated

upon any prior or contemporaneous representations or agreements, whether oral or written.

12. SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or

circumstance shall, to any extent, be held invalid or unenforceable for the remainder of this

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Agreement, then the application of such term or provision to persons or circumstances other than those as to which its held invalid or unenforceable shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

13. <u>STATUTORY REFERENCES</u>

Any references to laws, ordinances, codes or other regulations shall include any future amendments to such laws, ordinances, codes or regulations.

IN WITNESS WHEREOF, the parties hereto have executed these presents on the dates indicated below. The date of this Agreement shall be the date on which this Agreement was approved by the Board of County Commissioners.

OWNER

	3 // LEE
WITNESSES:	BRIDGEWATER VENTURES, LLC, a Florida limited liability company
	By:
Name:	
	3801 PGA Boulevard, Suite 903
Name:	Palm Beach Gardens, FL 33410
STATE OF	
COUNTY OF	- -
aforesaid and in the County aforesaid	n this day, before me, an officer duly authorized in the State oresaid to take acknowledgments, personally appeared of Bridgewater Ventures, LLC, a
	on behalf of the company, to me known to be the person
described herein and who executed the executed same.	the foregoing instrument and acknowledged before me that
WITNESS my hand and offic day of, 20	ial seal in the County and State last aforesaid this
(NOTARIAL STAMP)	
(- ·	Notary Public
	My commission expires:

ATTEST:	COUNTY 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:
(COMMISSION SEAL)	
	Krista A. Storey
	Senior Assistant County Attorney

EXHIBIT A

[LEGAL DESCRIPTION]

EXHIBIT B OWNERSHIP CERTIFICATE

•	ber of the Florida Bar, hereby certify that the record title
* * *	to that Residential Planned Unit Development Zoning
Agreement dated the day of	, 20, by and between Bridgewater
Ventures, LLC, a Florida limited liabil	ity company and Martin County, is in the ownership of
Bridgewater Ventures, LLC, a Florida li	mited liability company.
, ,	J 1 J
Dated this day of	. 20 .
<u> </u>	
	By:
	Robert S. Raynes, Esquire
	Gunster, Yoakley & Stewart, P.A.
	800 SE Monterey Commons Boulevard,
	Suite 200
	Stuart, Florida 34996
	Florida Bar No.: 124672

EXHIBIT C

UNIFIED CONTROL

The undersigned, being the OWNER of the property described in Exhibit A, to the Residential Planned Unit Development Zoning Agreement (PUD(r) Agreement), dated the _____ day of _____, 20___, between BRIDGEWATER VENTURES, LLC, a Florida limited liability company and MARTIN COUNTY, 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(r) Agreement.

In addition, the following conveyances shall be permitted:

- 1. If the PUD(r) 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(r) 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:	BRIDGEWATER VENTURES, LLC, a Florida limited liability company
	By:
Name:	
Name:	3801 PGA Boulevard, Suite 903 Palm Beach Gardens, FL 33410
STATE OF	
COUNTY OF	- -
aforesaid and in the County aforesaid and in the County aforesaid.	or this day, before me, an officer duly authorized in the State bresaid to take acknowledgments, personally appeared of Bridgewater Ventures, LLC, as on behalf of the company, to me known to be the person the foregoing instrument and acknowledged before me that
-	ial seal in the County and State last aforesaid this
day of, 20	
(NOTARIAL STAMP)	
	Notary Public
	My commission expires:

EXHIBIT D

MASTER SITE PLAN

Master site plan as approved by Martin County Board of County Commissioners to be attached as Exhibit D.

EXHIBIT E

TIMETABLE FOR DEVELOPMENT

- A. This development shall be constructed in accordance with this timetable of development. This development shall be constructed in one phase in accordance with the attached Master Site Plan, attached as Exhibit D.
- B. Final site plan approval and Plat (Re-Plat) approval must be obtained by no later than December 31, 2022.
- C. Completion of all infrastructure improvements must be completed by no later than December 31, 2023.

EXHIBIT F

SPECIAL CONDITIONS

1. ADDITIONAL REQUIREMENTS

The Bridgewater Preserve 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 Bridgewater Preserve PUD shall comply with all requirements of the General Ordinances and Land Development Regulations of the Martin County Code.

2. 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 Bridgewater Preserve 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 intended and as approved by COUNTY. Neither COUNTY nor the SFWMD shall have any responsibility in maintaining the system.

3. <u>FIRE PROTECTION</u>

All Structures that 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 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. Specifically, 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.

4. HAULING OF FILL

The OWNER agrees not to haul any fill off of the site of the Bridgewater Preserve 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.

5. IRRIGATION

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

6. PRESERVE AREAS

Preserve Areas shall be maintained in accordance with the approved Preserve Area Management Plan recorded in Official Records Book 02126, Page 0798, of the public records of Martin County, Florida.

7. SCHOOL IMPACT

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 Bridgewater Preserve PUD.

8. 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 Public Works Department upon completion of the lake construction.

9. 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.

10. 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.

11. TIME SHARING OR INTERVAL OWNERSHIP PROHIBITED

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

12. PUBLIC BENEFITS

- A. OWNER shall contribute the sum of Fifty Thousand Dollars (\$50,000.00) to COUNTY for traffic calming improvements for SW Island Way within sixty (60) days of final site plan approval or prior to the commencement of construction, whichever first occurs.
- B. OWNER shall contribute the sum of Fifty Thousand Dollars (\$50,000.00) to COUNTY for use in the construction and/remodeling of the South County fire station within sixty (60) days of final site plan approval or prior to the commencement of construction, whichever first occurs.

13. 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 the development of the Bridgewater Preserve PUD, which has a Rural Density Land Use Designation.

14. WATER/WASTEWATER

Potable water service for this project will be provided by way of a service agreement with the Town of Jupiter, Florida and wastewater services for this project shall be provided by way of a service agreement with the Loxahatchee Environmental Control District. OWNER shall provide an executed copy of an agreements 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.

15. TERMINATION OF BRIDGEWATER PRESERVE FINAL SITE PLAN APPROVAL:

The Final Site Plan for Bridgewater Preserve, which consists of a platted 36-lot single-family subdivision approved on February 2, 2006, by Resolution Number: 06-2.2, recorded in Official Records Book 2126, Page 798, and amended by an Administrative Amendment, dated May 11, 2007, and recorded in Official Records Book 2263, Page 1979, both of the public records of Martin County, Florida, shall be terminated and deemed null and void upon approval of the Final Site Plan for the Bridgewater Preserve PUD. Development pursuant to the Final Site Plan for Bridgewater Preserve is hereby no longer authorized and shall not be permitted. Notwithstanding the termination of the Bridgewater Preserve development order, OWNER has demonstrated compliance with the requirements of Section 5.32D, Procedures to Obtain a Certificate of Public Facilities Reservation, of the Martin County Land Development Code, for 36 single family lots by way of payment of all mandatory impact fees, which shall be

20

WPB_ACTIVE 8590624.4

acknowledged and applicable at the time of Final Site Plan approval for the Bridgewater Preserve PUD.

If Final Site Plan approval for the Bridgewater Preserve PUD is not achieved in accordance with the approved PUD Timetable of Development Schedule, as may be amended, then the project shall revert back to the platted 36-lot single-family subdivision subject to the approved development orders.

WCI WETLAND

MITIGATION AREA

\$47°09'27"E 81.82'

N85*35'58"F 91.47'

FUTURE LAND USE: MEDIUM DENSITY USE: SINGLE FAMILY ZONING: PUD (PALM BEACH COUNTY)

_N70°01'47"E 56.86' (NOT INCLUDED) N41 50 37"E 69.03" (18) N11°18'54"E 66.31' 16) (15) -N88"05'53"E 205.91' 13)1.08 ac 26 1.00 ac . WCI WETLAND* ·PRESERVE · 28 N33*35'53"E 75.94" - --- S77*01'42"E 63.47 S55°20'48"E 79.17' * N78 31 15 W 33.52 — N54 28 41 W 48.78 — N87"08'04"E 117.44' N56°43°44°W 40.84° N57°01°57°W 16.58° N83°08°21°W 45.92° N88°01°26°W 45.54° N30°59'21"F 70.13' 101°.08 ac * \$67 °09'37''vv 23.15' WCI WETLAND 525°02'56'W 260.18' MITIGATION AREA (NOT INCLUDED) S20°00'52"E 111.82' , WETLAND, * *PRESERVE* REFER TO SHEET 2 OF 2 FOR SITE PLAN DETAILS

JONATHAN DICKINSON STATE PARK

SE ISLAND WAY

FUTURE LAND USE: CONSERVATION USE: CONSERVATION AREA (PALM BEACH COUNTY)

APPROVED PENNOCK PRESERVE PUD

FUTURE LAND USE: RURAL DENSITY **USE: SINGLE FAMILY**

FUTURE LAND USE: RURAL DENSITY

ZONING: PENNOCK PRESERVE PUD

SE ISLAND WAY

USE: PRESERVE AREA WITHIN PENNOCK PRESERVE PUD

ZONING: PUD

General Notes

-Irrigation Water Source: Permitted Well or Lake -Minimum unit size shall be 2,301 s.f.

Building and Lot Data

Building Setbacks Front Building Setback: 40' Side Building Setback: Rear Building Setback: 30'

3 Stories or 35 ft. Maximum Height: 23,526 sf Maximum Lot Coverage (per lot): Minimum Open Space (all lots): 60% 1.0 acres Minimum Lot Size: Minimum Parking Spaces: 2 per unit

Accessory uses not otherwise specified shall be in

accordance with the RE-2A Zoning District.

Open Space:

Required Open Space: 107.69 ac. (50.0%) Provided Open Space: 109.25 ac.* (50.7%) Right of Way: 5.51 ac. Lot Area: 86.68 ac. Wetland Buffer: 0.68 ac. Clubhouse: 0.48 ac. 100' Wide Wildlife Greenway Corridor: 5.93 ac. Common Area \ Open Space \ Landscape Buffer: 9.97 ac. *Not Including Lakes (40 acres)

Site Data:

106.13 ac. (49.3%) Impervious Area: Right of Way: 7.59 ac. Lot Area: 57.79 ac. 40.00 ac. Lake: Wetland: 0.28 ac. Clubhouse: 0.47 ac. 109.25 ac. (50.7%) Pervious Area: Right of Way: 5.51 ac. 86.68 ac. Lot Area: Wetland Buffer: 0.68 ac. Clubhouse: 0.48 ac. 100' Wide Wildlife Greenway Corridor: 5.93 ac. Common Area \ Open Space \ Landscape Buffer: 9.97 ac.

Site Data:

215.38 ac. Total Area: Product Type: Single Family Homes Total Units: 107 Lots Gross Density: 0.50 DU/Ac. Existing Zoning: RE-2A PUD Proposed Zoning: Land Use Designation: Rural Density

lucido & associates

(772) 220-2100, Fax (772) 223-0220

100 Avenue A Suite 2A, Fort Pierce, Florida 34950 (772) 467-1301, Fax (772) 467-1303 827 North Thornton Avenue, Orlando, Florida 32803 (407) 898-9521, Fax (407) 898-9768

Key / Location: SOUND PALM BEACH COUNT

Project Team:

Applicant / Property Owner: Bridgewater Ventures LLC 3801 PGA Blvd., Suite 903 Palm Beach Gardens, Florida 33410

Land Planner / Landscape Architect

Lucido & Associates 701 E. Ocean Blvd Stuart, Florida 34994

The MilCor Group 10975 SE Federal Highway Hobe Sound, Florida 33455

Surveyor:

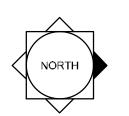
Legacy Surveying & Mapping 112 N. U.S. Highway No. 1 Tequesta, Florida 33469

BRIDGEWATER PRESERVE PUD

Master Site Plan

Martin County, Florida

Date By Description 7.17.2018 S.L.S. Initial Submittal 11.7.2018 S.L.S. 1st Resubmittal



SCALE: 1" = 300'

300'

0 150'

REG. # 1018 Thomas P. Lucido

Sheet

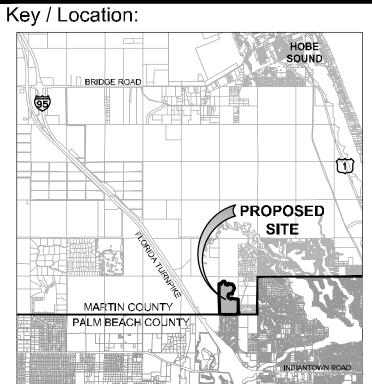
S.L.S. Designer D.F. Manager 09-335 Project Number

Municipal Number Computer File 16-615 Bridgewater Preserve - Master Plan.dwg

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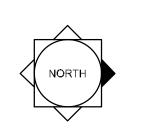
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BRIDGEWATER PRESERVE PUD

Master Site Plan

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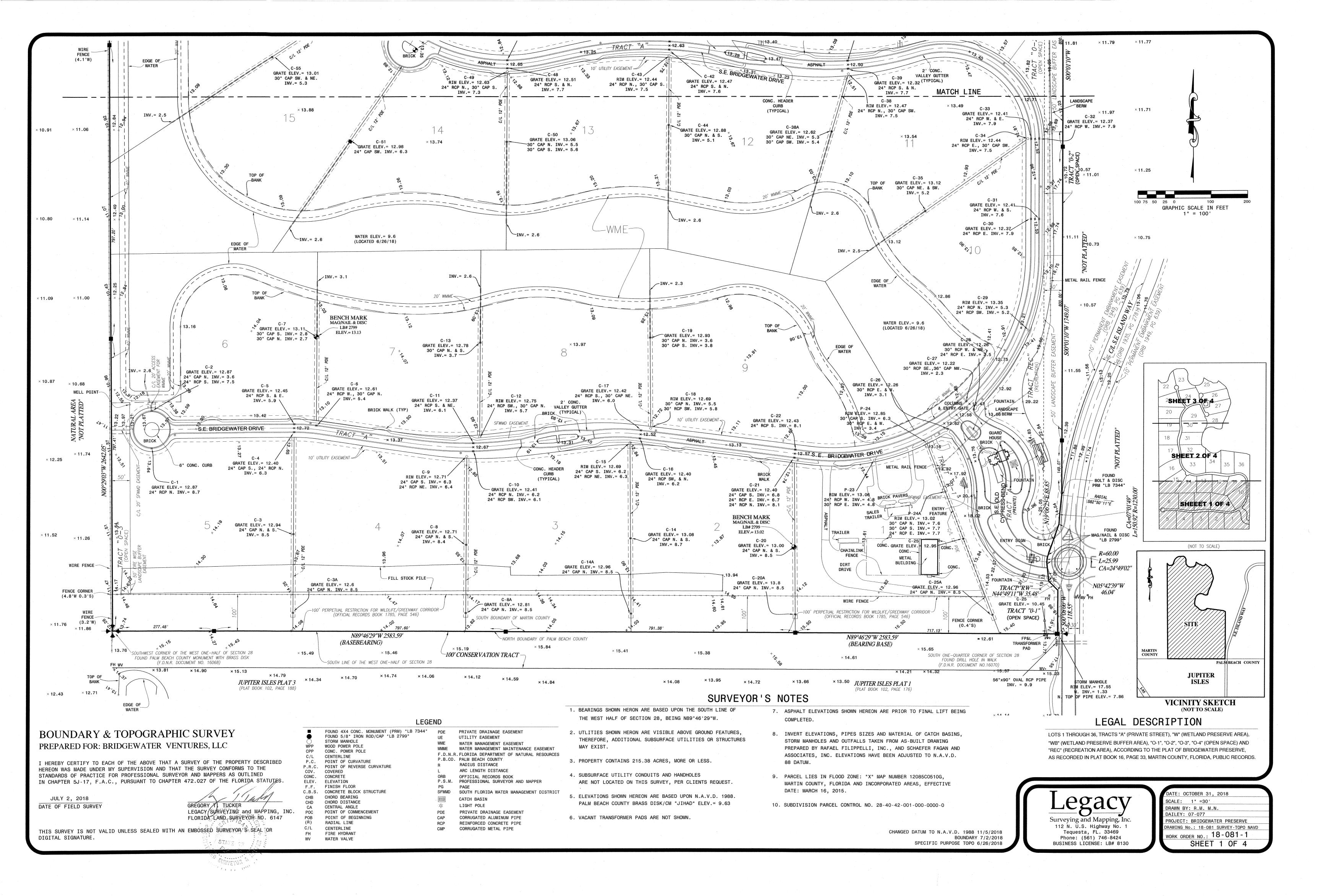


REG. # 1018 Thomas P. Lucido

Project Number

Computer File 16-615 Bridgewater Preserve - Master Plan.dwg

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The MilCor Group Inc.

Traffic Impact Analysis

Engineering a Value-Driven Sustainable Environment

Bridgewater Development

Prepared for: Lucido & Associates

For Review By: Martin County

October 2018

Office Location & Mailing Address:

10975 SE Federal Hwy Hobe Sound Florida 33455

Phone 772-223-8850 Fax 772-223-8851

Email marketing@ themilcorgroup. com

Web www. themilcorgroup.



Bridgewater Development Traffic Impact Analysis

October 2018

Page 2 of 3

Trip Generation

Introduction:

The MilCor Group, Inc. has been retained to conduct a traffic analysis for the Bridgewater Development, a 107-unit single family residential subdivision, located northwest of the Town of Jupiter within Martin County, Florida. The purpose of this study is to determine which roadway links are impacted by the proposed development and what, if any, improvements will be required to meet the adopted Level of Service standards based on the requirements for the Martin County Adequate Public Facilities Ordinance.

Site Data:

The site is located on the west side of Island Way between Interstate 95 and SR-5 (US-1) just north of the Martin/Palm Beach County Line as shown in Exhibit 1, location map. Access is provided via a round-about on Island Way for traffic control. There is a sidewalk on the west side of Island Way, along the entire frontage of the project. The frontage of the project along Island Way also has a paved shoulder; however, it is not marked with bike lane pavement markings.

Project Traffic:

Trip Generation:

Daily, AM, and PM peak hour trip generation rates were calculated based on the ITE Trip Generation Manual, 10th Edition, (Exhibit 2) for the following sections:

Section 210: Single-Family Detached Housing

The PM Peak had the highest generation, with 68 trips/hour on Martin County roadways.

Trip Distribution and Assignment:

A directional distribution was developed based on a review of land use patterns and existing travel patterns, and existing peak hour directional volumes and growth rates, as provided in the Martin County 2017 Roadway Level of Service Inventory Report. 100% of the trips generated from Bridgewater will access Island Way in the link between the Martin/Palm Beach County line and Jupiter Road. 68 trips during the peak hour results in 5.67% of the level of service capacity of this link; therefore, build-out conditions have been evaluated.

Based on the site location and roadway network, it is anticipated that the trips will be distributed with 80% of all trips traveling South on Island Way and crossing the Martin/Palm Beach County line and not impacting Martin County roadways. The remaining 20% will travel on the northern portion of Island Way between Jupiter Road and Country Club Drive.

The calculations are shown in Exhibit 3 and illustrated in Exhibit 4.

Future Traffic Conditions

Utilizing 68 peak hour trips, with 100% assigned, results in 5.67% of the level of service. As previously mentioned this is very conservative as 80% of this traffic travel south and is not within the Martin county roadway system for more than a few hundred yards; however, please see Exhibit 5 for complete close-out year analysis.

Bridgewater Development Traffic Impact Analysis

October 2018

Page 3 of 3

Scheduled Roadway Improvements:

There are no scheduled improvements on any links on which the project has significant impact.

Required Improvements:

None.

Project Phasing:

There is no phasing proposed. Construction of the infrastructure for this project will begin in 2020, and will be complete within 7 years, per Martin County staff report, therefore buildout will be in 2027.

Attachments:

Exhibit 1 – Location Map

Exhibit 2 – Traffic Projections

Exhibit 3 – Peak Hour Directional Volume Calculations

Exhibit 4 - Peak Hour Directional Volume Distribution Map

Exhibit 5 – Year 2024 Peak Hour Directional Volume Analysis



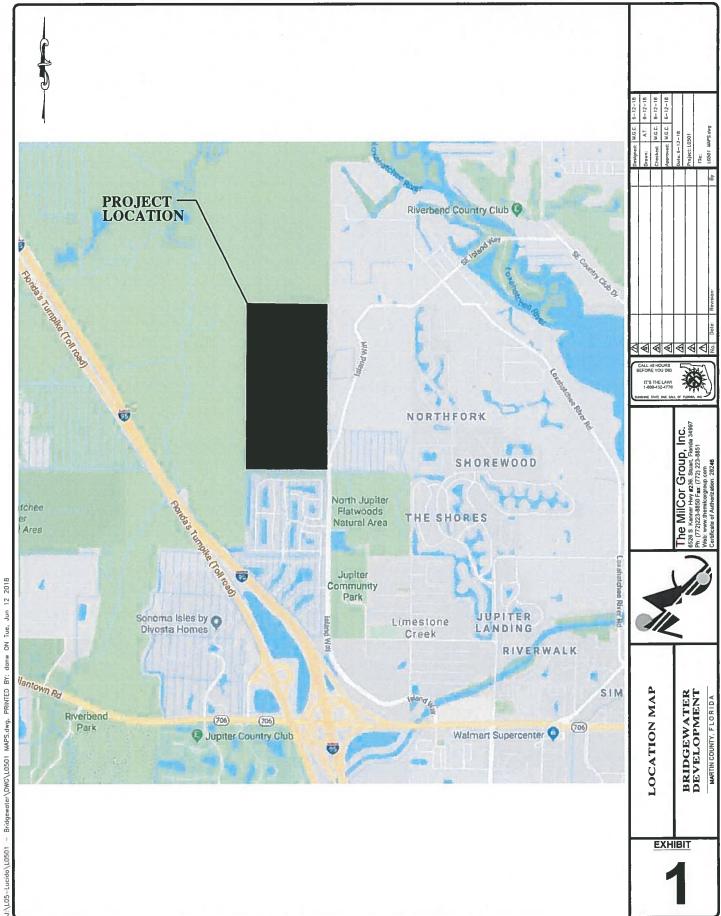


Exhibit 2 Traffic Projections Bridgewater Development

Land Use:

Single-Family Detached Housing

ITE Code:

210

Trip Generation per Dwelling Units

X =

107

Daily:

Ln(T) =

0.92Ln(X) + 2.71

Ln(T) =

7.01

T =

1107 Total Trips

Peak hour of adjacent Street Traffic, one Hour Between 7 and 9 a.m.

T =

0.71(X) + 4.80

81 Total Trips

Directional Distribution: 25% entering & 75% exiting

Entering:

20 Trips

Exiting:

61 Trips

Peak hour of adjacent Street Traffic, one Hour Between 4 and 6 p.m.

Ln(T) =

0.96Ln(X) + 0.20

Ln(T) =

4.69

T =

108 Total Trips

Directional Distribution: 63% entering & 37% exiting

Entering:

68 Trips

Exiting:

40 Trips

The PM peak generates the highest trip counts.

Exhibit 3

Bridgewater Development

Peak Hour Directional Volume Distribution

Project Total Peak Hour Directional Volume =

38.0 Vehicle Trips	
nal Volume =	

		PM Peak Hour Directional Analysis	tional An	alysis			
				Project		Service	Project
Road		Link	Lanes	Lanes % Assign	Volume	Capacity	Impact
Island Way	-	Palm Beach County to Jupiter Road	2L	100%	68	1200	2.67%
	2	Jupiter Road to Country Club Drive	2L	20%	14	750	1.81%
	3	South of Palm Beach County line	2L	%08	Not a Marti	Not a Martin County Roadway	dway

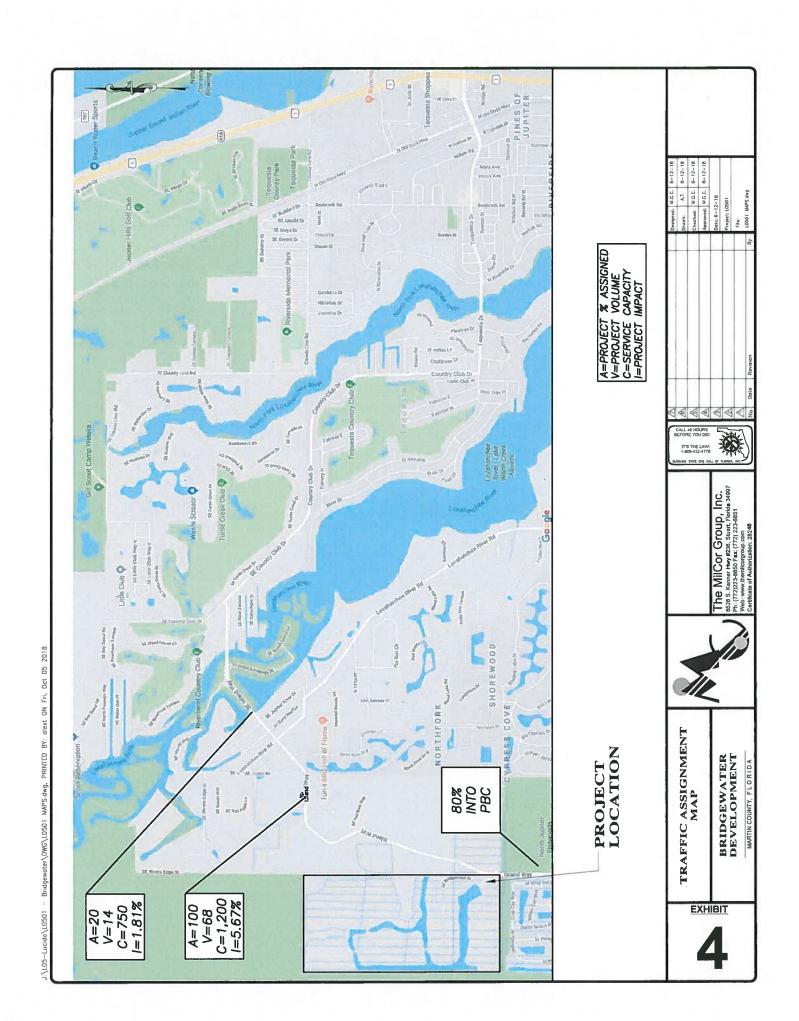
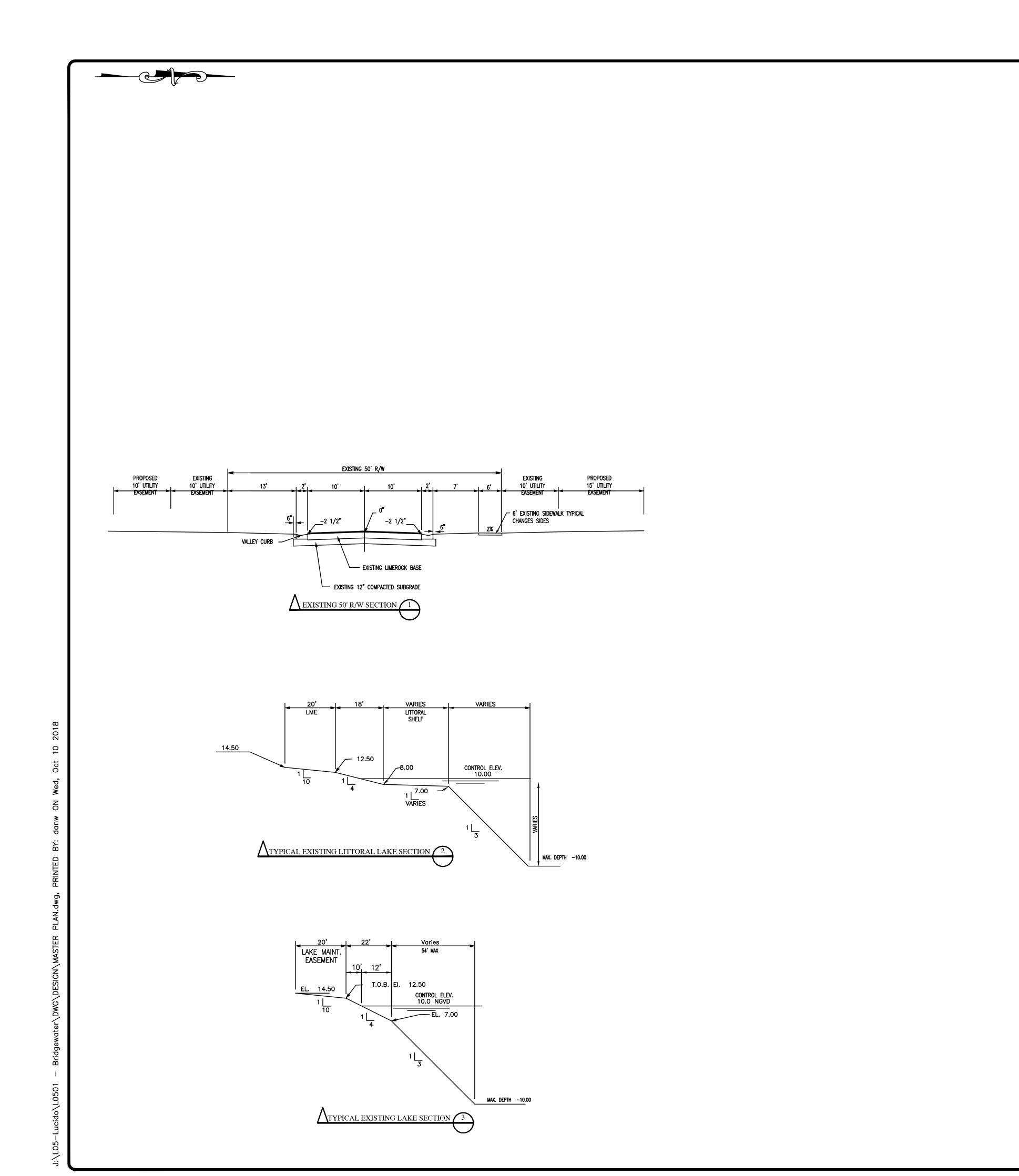


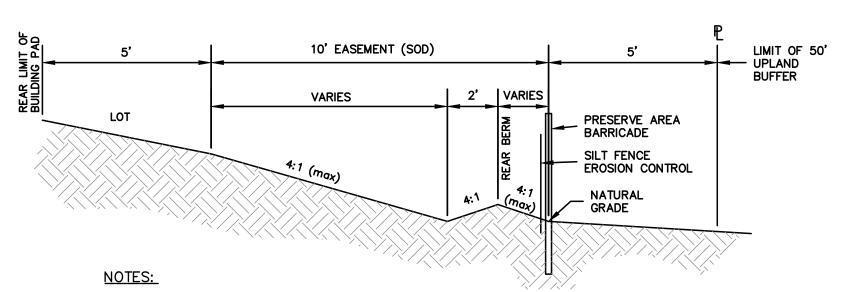
Exhibit 5
Peak Hour Directional Volume Distribution
Year 2027 Peak Hour Directional Volume Analysis

Analysis based on Martin County 2017 Data; therefore, buildout is in

10 years

				PM Peak	PM Peak Hour Directional Analysis	onal Analysi	10			
			2017	Growth (2027)		Project		Total	Service	Project
Road	Link	Lanes	Volume	Volume	% / Year	% Assign Volume	Volume	2027	Capac	ity Impact
Island Way	1 Palm Beach County to Jupiter Road	2L	248	69	2.5	100%	89	385	1200	2.67%



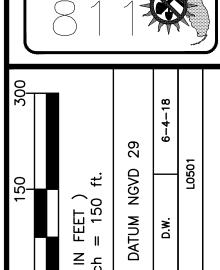


1. FINISHED GRADE AT EASEMENT LINE / 5' BUILDING OFFSET TO BE A MINIMUM OF 1.0' BELOW FINISH FLOOR ELEVATION.

2. REAR BERM TO BE 6" ABOVE SWALE BOTTOM.

TYPICAL EXISTING REAR LOT SECTION 4

Signature 10-3-18 REVISED PER MARTIN COUNTY A 7-27-18 REVISED PER UPDATED SITE PLAN NO. DATE: REVISION:				DW	DW	BY	
				REVISED PER MARTIN COUNTY	REVISED PER UPDATED SITE PLAN	REVISION:	
				10-3-18	7-27-18	DATE:	
ALL 48 HOURS BEFORE YOU DIG	@	\$	\blacksquare	\$ $\overline{\mathbb{Q}}$	$\overline{\mathbb{V}}$	NO.	
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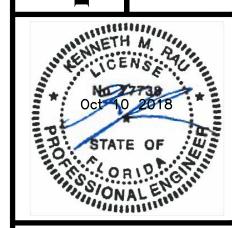




CIVIL ENGINEERS 10975 SE FEDERAL HIGHWAY HOBE SOUND, FL 33455

PH: (772)223-8850 FAX: (772) 223-8851 WWW.THEMILCORGROUP.COM CERTIFICATE OF AUTHORIZATION: 28246

R DRAINAGE



SHEET NO.