

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

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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 the State of Florida, hereinafter referred to as COUNTY.

#### **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-for-profit corporation, will be formed to provide for the maintenance of the roads, streets, rights-of-way, 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. UNIFIED CONTROL

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 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. DEVELOPMENT

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 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. VESTED RIGHTS

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 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.

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. CHANGE OR AMENDMENT

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.

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 Board 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 pre-existing 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.

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. JURISDICTION

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. SUCCESSORS AND ASSIGNS

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

**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. ENTIRE AGREEMENT

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 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. STATUTORY REFERENCES

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.

WITNESSES:

\_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

**OWNER**

BRIDGEWATER VENTURES, LLC, a  
Florida limited liability company

By: \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_

3801 PGA Boulevard, Suite 903  
Palm Beach Gardens, FL 33410

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, personally appeared \_\_\_\_\_, \_\_\_\_\_ of Bridgewater Ventures, LLC, a Florida limited liability company, on behalf of the company, to me known to be the person described herein and who executed the foregoing instrument and acknowledged before me that he executed same.

WITNESS my hand and official seal in the County and State last aforesaid this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

(NOTARIAL STAMP)

\_\_\_\_\_  
Notary Public  
My commission expires:

ATTEST:

\_\_\_\_\_  
Carolyn Timmann  
Clerk of the Circuit Court and Comptroller

(COMMISSION SEAL)

**COUNTY**  
**BOARD OF COUNTY COMMISSIONERS**  
**MARTIN COUNTY, FLORIDA**

By:\_\_\_\_\_  
Edward V. Ciampi, Chairman

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:**

\_\_\_\_\_  
Krista A. Storey  
Acting County Attorney

**EXHIBIT A**

**[LEGAL DESCRIPTION]**

**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 to that Residential Planned Unit Development Zoning Agreement dated the \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between Bridgewater Ventures, LLC, a Florida limited liability company and Martin County, is in the ownership of Bridgewater Ventures, LLC, a Florida limited liability company.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2019.

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 \_\_\_\_\_, 2019, 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.

WITNESSES:

\_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

**OWNER**

BRIDGEWATER VENTURES, LLC, a  
Florida limited liability company

By: \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_

3801 PGA Boulevard, Suite 903  
Palm Beach Gardens, FL 33410

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, personally appeared \_\_\_\_\_, \_\_\_\_\_ of Bridgewater Ventures, LLC, a Florida limited liability company, on behalf of the company, to me known to be the person described herein and who executed the foregoing instrument and acknowledged before me that he executed same.

WITNESS my hand and official seal in the County and State last aforesaid this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

(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. FIRE PROTECTION**

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.

#### **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 Sixty Thousand Five Hundred Seventy-Five Dollars (\$60,575.00) to COUNTY, as a contribution for the construction of the missing sidewalk link along 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 agreement for such service within 60 days of final site plan approval. For water conservation, OWNER shall individually meter each unit and/or supporting structure.

15. TERMINATION OF BRIDGEWATER PRESERVE FINAL SITE PLAN APPROVAL:

A final site plan for Bridgewater Preserve which consists of a platted 36-lot single-family subdivision was 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 (the "Development Orders"). A condition of approval for the final site plan for Bridgewater Preserve PUD shall be the termination of the Development Orders.