

PREPARED BY AND RETURN TO:
Lucido & Associates
701 SE Ocean Boulevard
Stuart, FL 34994

**SIXTH AMENDMENT TO MARINER VILLAGE SQUARE
PLANNED UNIT DEVELOPMENT ZONING AGREEMENT**

THIS AGREEMENT, made and entered into this ____ day of _____, 2020, by and between RIBBON VENTURES, LLC, a Florida limited liability company, hereinafter referred to as "OWNER", MARINER VILLAGE SQUARE ASSOCIATION, INC., a Florida not-for-profit corporation, hereinafter referred to as "ASSOCIATION" and MARTIN COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, after appropriate notice, public hearing and approval, Martin Tabor, Trustee, as Owner, Astar Corporation, a Florida corporation, as Developer, and County on or about the 2nd day of December, 1986, entered into a Planned Unit Development Zoning Agreement for the development of a project in Martin County, Florida, known as "MARINER VILLAGE SQUARE," which Agreement is recorded in Official Records Book 712 beginning at Page 626, and re-recorded in Official Records Book 716 beginning at Page 240 of the Public Records of Martin County, Florida, which Agreement, as amended from time to time, is hereinafter referred to as the "Mariner Village Square PUD Agreement," and,

WHEREAS, OWNER and ASSOCIATION have acquired all right, title and interest to the property which is the subject of the Mariner Village Square PUD Agreement, less and except Parcel "A" of Plat I of Mariner Village Square P.U.D., according to the plat thereof recorded in Plat Book 11, Page 71, Public Records of Martin County, Florida; and,

WHEREAS, after appropriate notice, hearing and approval, OWNER and ASSOCIATION desire to further amend the Mariner Village Square PUD Agreement to allow revisions to **Exhibit D**, Revised Master Plan, **Exhibit D-1**, Revised Phasing Plan, and **Exhibit E**, Timetable for Development, of said Agreement;

NOW, THEREFORE, it is agreed between OWNER, ASSOCIATION and COUNTY as follows:

1. The above recitations are true and correct and incorporated herein by this reference.
2. The Mariner Village Square PUD Agreement and all its exhibits are hereby amended to reflect the following revisions:
 - 2.1. The actual building footprint for the Residential Storage Facility; and
 - 2.2. A Revised Timetable For Development (Revised Exhibit E) to rename Phase 4 as Phase 2, and Phase 2 as Phase 4 as depicted on **Revised Exhibit D** (Revised Master Plan), and **Revised Exhibit D-1** (Revised Phasing Plan), reduced copies of which are attached hereto and by reference made a part hereof, and **Revised Exhibit E** (Revised Timetable for Development), attached hereto and by reference made a part hereof.
 - 2.2. The Revised Timetable for Development is further amended to

reflect new time frames for obtaining final site plan and plat approval for the modified phases in accordance with **Revised Exhibit E**.

3. All the terms and conditions of the Mariner Village Square PUD Agreement and Amendments thereto which are not specifically amended or revised by this Amendment shall remain in full force and effect as stated therein.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be made and entered into the day and year first written. The date of this Amendment shall be the date on which this Amendment was approved by the Board of County Commissioners of Martin County, Florida.

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

WITNESSES:

OWNER:

RIBBON VENTURES, LLC, a Florida
limited liability company

By: _____

Rita Wilson
Its: Manager

Print Name:

Print Name:

ADDRESS: 712 Shore Drive
Boynton Beach, FL 33425

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me, by means of ____ physical presence or ____ online notarization, by Rita Wilson, as Manager of RIBBON VENTURES, LLC, a Florida limited liability company on behalf of said company, to me known to be the person described herein and who executed the foregoing instrument and acknowledged before me that she executed same.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 2020.

(NOTARIAL STAMP)

Notary Public

Print Name: _____

My Commission Expires: _____

WITNESSES:

Print Name

Print Name

STATE OF FLORIDA
COUNTY OF MARTIN

ASSOCIATION:

MARINER VILLAGE SQUARE
ASSOCIATION, INC., a Florida not-for-
profit corporation

By: _____
Merv McDonald, President

ADDRESS: 712 Shore Drive
Boynton Beach, FL 33425

The foregoing instrument was acknowledged before me, by means of ____ physical
presence or ____ online notarization, by MERV MCDONALD, PRESIDENT of Mariner
Village Square Association, Inc., a Florida not-for-profit corporation, on behalf of the
corporation, 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 _____, 2020.

(NOTARIAL STAMP)

Notary Public
Print Name: _____
My Commission Expires: _____

ATTEST:

COUNTY:

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

Carolyn Timmann
Clerk of the Circuit Court
and Comptroller

By: _____
Harold E. Jenkins II, Chairman

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

(COMMISSION SEAL)

By: _____
Krista A. Storey
Senior Assistant County Attorney

REVISED EXHIBIT E
REVISED TIMETABLE FOR DEVELOPMENT

- A. This development shall be constructed in accordance with this revised Timetable for Development, the Revised Master Plan attached as Revised Exhibit D, and the Revised Phasing Plan, attached as Exhibit D-1.
- B. Construction must commence within one (1) year of each final site plan approval.
- C. The development of Mariner Village Square PUD must be completed within five (5) years of approval of this Amendment to the PUD Agreement.
- D. Infrastructure improvements must be substantially completed before issuance of building permits. All required improvements identified on the final site plan for the applicable phase must be completed prior to the issuance of any certificate of occupancy.
- E. The OWNER shall provide annual status reports to the County Administrator to ensure that development occurs according to the terms of the PUD Agreement and final site plan development orders. The monitoring report shall be due on the anniversary date of this PUD Amendment.

The phases to be constructed and the dates for obtaining final site plan and plat approval of each phase must be obtained are as follows:

<u>PHASE</u>	<u>DATE TO OBTAIN FINAL APPROVAL</u>	<u>DATE TO COMPLETE</u>	<u>USES AND REQUIRED IMPROVEMENTS</u>
1 (Lot 1)	Completed	Completed	Existing 2-story office building (15,000 sf), existing entrance on US-1, portion of access tract, 71 parking spaces and supporting drainage, landscape and utilities.
2 (Lot 2)	3-31-2020	3-31-2022	Up to a 115,000 sf residential storage facility (maximum 3-story), construction of 47 parking spaces, loading and service areas, required utilities and landscape areas.
2(Plat Infrastructure Final Site Plan)	3-31-2020	3-31-2022	Completion of stormwater treatment areas including improvements to outfall per FDOT, Completion of access tract improvements including secondary US-1 access drive, project signs, construct portion of western 25' landscape buffer and 8' decorative wall; Payment of \$25,000 contribution to Mariner Sands HOA for US-1 beautification; and completion of all preserve area requirements per PAMP.
3 (Lot 3)	3-31-2021	12-31-2022	1-story 6,000 sf sit down restaurant, 1-story 10,000 sf retail building construction of 132 parking spaces, loading and service areas, utilities and landscape improvements..
4 (Lot 4)	6-31-2021	12-31-2022	Up to 152-bed residential care facility (1 and 2 story), project signs, stormwater treatment areas, construction of 76 parking spaces, loading and service areas, utilities and landscape improvements including the completion of the western 25' landscape buffer and 8' decorative wall

Construction of Phase 2 shall be substantially complete as determined by the County, prior to commencement of any subsequent phases. After completion of Phase 2, other phases may be constructed out of numerical sequence.