




**TRANSMITTAL
(VIA HAND DELIVERY)**

Date:	October 24, 2019		
To:	Pete Walden Martin County Growth Management Dept.		
From:	Morris A. Crady, AICP 		
Subject:	Mariner Village Square Plat Application (M160-012)	Project No.	18-360

In response to the attached completeness letter dated October 10, 2019, please find enclosed the application fee check in the amount of \$16,600.00, the original application package, an additional set of the 24x36 plans, and a CD with PDF copies of the application.

The items needing additional attention have been addressed as follows:

Item #1: Boundary Survey – The enclosed boundary survey has been updated.

Item #2: Plat Checklist – The enclosed plat checklist has been signed and sealed by the surveyor of record.

If you have any questions or need additional information, please feel free to contact me.



MARTIN COUNTY

BOARD OF COUNTY COMMISSIONERS

2401 S.E. MONTEREY ROAD • STUART, FL 34996

DOUG SMITH

Commissioner, District 1

STACEY HETHERINGTON

Commissioner, District 2

HAROLD E. JENKINS II

Commissioner, District 3

SARAH HEARD

Commissioner, District 4

EDWARD V. CIAMPI

Commissioner, District 5

TARYN KRYZDA, CPM

County Administrator

SARAH W. WOODS

County Attorney

TELEPHONE (772) 288-5400

WEBSITE www.martin.fl.us

This document may be reproduced upon request in an alternative format by contacting the County ADA Coordinator (772) 320-3131, the County Administration Office (772) 288-5400, Florida Relay 711, or by completing our accessibility feedback form at www.martin.fl.us/accessibility-feedback.

October 10, 2019

Mr. Morris Crady
Lucido & Associates
701 SE Ocean Blvd.
Stuart, FL 34994

Record No.: DEV2019090006

Project Number: M160-012

RE: Completeness Review
MARINER VILLAGE SQUARE PUD PLAT

Dear Mr. Crady:

The above referenced application has been determined to be complete for review by the County. Peter Walden will be the County's project coordinator for this request. As such, please direct all future questions and correspondence to his attention.

Although the review was determined complete, the following items need additional attention:

Item #1: A boundary survey of the entire site including the legal description, parcel control number(s) and acreage, certified within 180 days of the date of this application, signed and sealed by a licensed Florida professional surveyor and mapper.

Comments: Please provide an updated boundary survey, dated within 180 days of the application.

Item #2: PLAT CHECKLIST: Martin County Plat Checklist Certification signed and sealed by a licensed Florida professional land surveyor.

Comments: The plat checklist provided was signed but not sealed. Please provide a signed and sealed checklist.

You may review the application on-line at <https://aca3.accela.com/martinco>. Select Search Development Review Applications and enter the Record Number above.

At this time, please submit the full application with a bookmarked disc and an extra set of plans, along with an application fee in the amount of **\$16,600.00** (check payable to Martin County Board of County Commissioners) to the Growth Management Department, Development Review Division. Each set must duplicate the application submitted for this completeness review. Each set must contain original signed and sealed documents. The review of the application will commence the date after the project coordinator distributes the copies to the various agencies and individuals who participate in the review process for this application. At the end of the review period, you will be provided with a copy of a completed staff report for this application.

In the meantime, it is required that a sign be erected on the subject property. The project number **M160-012** must be included on the sign(s). Prior to preparing your sign, please read Section 10.6, Land Development Regulations, Martin County Code, which contains the required information that must be on the sign. Please provide documentation (i.e., photograph and certification to the project coordinator) that the property has been posted in accordance to the notification requirements.

Sincerely,

A handwritten signature in black ink, reading "Nicki van Vonno". The signature is fluid and cursive, with the first name "Nicki" being more prominent.

Nicki van Vonno, AICP
Growth Management Director

NvV:PW:kk

cc: Ms. Rita Wilson, Ribbon Ventures LLC, PO Box 418, Boynton Beach, FL 33435



September 25, 2019

HAND DELIVERY

Nicki van Vonno, Director
Martin County Growth Management Department
2401 SE Monterey Road
Stuart, FL 34996

**Re: Mariner Village Square –Final Plat Application with Certificate of Public Facilities
Exemption (Our ref. #18-360)**

Dear Nicki:

On behalf of Ribbon Ventures, LLC, we are pleased to submit this application for final plat approval for the Mariner Village Square PUD. As more specifically described in the attached project narrative, the proposed plat includes all of the remaining property in the PUD and creates the future development parcels consistent with the pending 6th PUD Amendment and revised Master and Phasing Plan application. As per the Covenant of Unified Control in the PUD Agreement, no parcels can be sold or conveyed until the parcel receives final site plan approval.

The plat application is also consistent with the Plat Infrastructure Final Site Plan that has been submitted with the pending 6th PUD Amendment and Phase 2 final site plan applications. The Plat Infrastructure Final Site Plan includes the supporting drainage, access, utilities, preserve areas, common areas and landscape improvements to support the subdivision of the property.

With this understanding, please find enclosed the sufficiency review fee check in the amount of \$290.00, the CD with PDF copies of the application materials, and the original application package containing the following materials (the additional copy of the 24x36 plans will be submitted upon a completeness determination):

- The completed application form;
- Digital submittal affidavit;
- The project narrative;
- Notarized power of attorney by the owner for representation by Lucido & Associates;
- The Disclosure of Interest Affidavit;
- The recorded deed reflecting ownership;
- The no property transfer statement;
- Declaration Amendment
- Draft Contract for Construction of Required Improvements & Infrastructure;
- Draft performance surety bond;
- The utility service letters;
- Signed & sealed Plat Checklist Certification;
- The proposed plat;
- The signed & sealed boundary survey, and electronic copy of same;
- The pending plat infrastructure final site plan;
- The pending 6th PUD Amendment;
- The pending revised master plan; and

- The pending revised phasing plan.

The following standard application materials are not provided for the reasons indicated:

- **Final Site Plan Development Order and Exhibits** – The Plat Infrastructure Final Site Plan is being reviewed under separate application as part of the Phase 2 final site plan application and 6th PUD Amendment.
- **Approved Engineer's Cost Estimate** for required engineering improvements, which is needed for the draft Contract for Required Improvements and Performance Bond, is being reviewed as part of the final site plan application and will be included upon approval by the Engineering Department.

Upon your determination of completeness, we will submit the required application fee of \$16,600.00 and the additional set 24x36 plans.

If you have any questions or comments, please do not hesitate to contact me or Shirley Lyders.

Sincerely,



Morris A. Crady, AICP
Senior Vice President
Encl.

Copy to: Client
Development Team



Martin County, Florida
Growth Management Department
DEVELOPMENT REVIEW DIVISION
2401 SE Monterey Road, Stuart, FL 34996 772-288-5495 www.martin.fl.us

DEVELOPMENT REVIEW APPLICATION

This document may be reproduced upon request in an alternative format by contacting the County ADA Coordinator (772) 320-3131, the County Administration Office (772) 288-5400, Florida Relay 711, or by completing our accessibility feedback form at www.martin.fl.us/accessibility-feedback

A. GENERAL INFORMATION

Type of Application: _____ Plat

Name or Title of Proposed Project: Mariner Village Square PUD

Brief Project Description:

See project narrative

Was a Pre-Application Held? ☐ YES/NO ☒ Pre-Application Meeting Date: _____

Is there Previous Project Information? ☒ YES/NO ☐

Previous Project Number if applicable: M160-011

Previous Project Name if applicable: _____

Parcel Control Number(s)

31-38-42-000-014-00010-6

31-38-42-008-000-00001-8

31-38-42-008-000-00002-7

31-38-42-008-000-00003-6

B. PROPERTY OWNER INFORMATION

Owner (Name or Company): Ribbon Ventures, LLC

Company Representative: Rita M. Wilson, Manager

Address: P.O. Box 418

City: Boynton Beach, State: FL Zip: 33435

Phone: _____ Email: _____

C. PROJECT PROFESSIONALS

Applicant (Name or Company): Same as property owner

Company Representative: _____

Address: _____

City: _____, State: _____ Zip: _____

Phone: _____ Email: _____

Agent (Name or Company): Lucido & Associates

Company Representative: Morris A. Crady

Address: 701 SE Ocean Boulevard

City: Stuart, State: FL Zip: 34994

Phone: 772-220-2100 Email: mcrady@lucidodesign.com

Contract Purchaser (Name or Company): _____

Company Representative: _____

Address: _____

City: _____, State: _____ Zip: _____

Phone: _____ Email: _____

Land Planner (Name or Company): Same as agent

Company Representative: _____

Address: _____

City: _____, State: _____ Zip: _____

Phone: _____ Email: _____

Landscape Architect (Name or Company): _____

Company Representative: _____

Address: _____

City: _____, State: _____ Zip: _____

Phone: _____ Email: _____

Surveyor (Name or Company): Bowman Consulting Group

Company Representative: Lisa Leonard

Address: 301 SE Ocean Blvd., Suite 301

City: Stuart, State: FL Zip: 34994

Phone: 772-283-1413 Email: _____

Civil Engineer (Name or Company): Same as surveyor

Company Representative: _____

Address: _____

City: _____, State: _____ Zip: _____

Phone: _____ Email: _____

PROJECT PROFESSIONALS CONTINUED

Traffic Engineer (Name or Company): _____

Company Representative: _____

Address: _____

City: _____, State: _____ Zip: _____

Phone: _____ Email: _____

Architect (Name or Company): _____

Company Representative: _____

Address: _____

City: _____, State: _____ Zip: _____

Phone: _____ Email: _____

Attorney (Name or Company): _____

Company Representative: _____

Address: _____

City: _____, State: _____ Zip: _____

Phone: _____ Email: _____

Environmental Planner (Name or Company): _____

Company Representative: _____

Address: _____

City: _____, State: _____ Zip: _____

Phone: _____ Email: _____

Other Professional (Name or Company): _____

Company Representative: _____

Address: _____

City: _____, State: _____ Zip: _____

Phone: _____ Email: _____

D. Certification by Professionals

Section 10.2.D.7., Article 10, Development Review Procedures, Land Development Regulations (LDR), Martin County Code (MCC) provides the following:

When reviewing an application for a development permit that is certified by a professional listed in s. 403.0877. F.S., the County shall not request additional information from the application more than three times, unless the applicant waives the limitation in writing. If the applicant believes the request for additional information is not authorized by ordinance, rules, statute, or other legal authority, the County, at the applicant's request, shall proceed to process the application for approval or denial. **(125.022(1), Fla. Stat.)**



This box must be checked if the applicant waives the limitations.

E. APPLICANT or AGENT CERTIFICATION

I have read this application, and to the extent that I participated in the application, I have answered each item fully and accurately.


Applicant Signature

9-26-19
Date

Morris A. Crady
Printed Name

NOTARY ACKNOWLEDGMENT

STATE OF: FLORIDA COUNTY OF: MARTIN

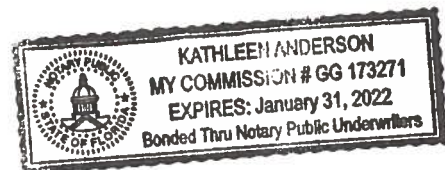
I hereby certify that the foregoing instrument was acknowledged before me this 26th day of September, 20 19, by Morris A. Crady.

He X is personally known to me or has produced _____ as identification.


Notary Public Signature


Printed name

STATE OF: FLORIDA at-large





**Martin County Florida Growth Management Department
DEVELOPMENT REVIEW DIVISION**
2401 SE Monterey Road, Stuart, FL 34996
772-288-5495 www.martin.fl.us

This document may be reproduced upon request in an alternative format by contacting the County ADA Coordinator (772) 320-3131, the County Administration Office (772) 288-5400, Florida Relay 711, or by completing our accessibility feedback form at www.martin.fl.us/accessibility-feedback

Digital Submittal Affidavit

I, Morris A. Crady, attest that the electronic version included for the project Mariner Village Square Plat is an exact copy of the documents that were submitted for sufficiency, excluding any requested modifications made by the sufficiency review team. All requested modifications, if any, have been completed and are included with the packet.

[Signature]
Applicant Signature

10-24-19
Date

NOTARY ACKNOWLEDGMENT

STATE OF: FLORIDA COUNTY OF: MARTIN

I hereby certify that the foregoing instrument was acknowledged before me this 24 day of October, 20 19, by MORRIS A. CRADY.

He X is personally known to me or has produced as identification.

[Signature]
Notary Public Signature



Shannon D. Garrett
Printed name

STATE OF: FLORIDA



PROJECT NARRATIVE

Mariner Village Square PUD Final Plat Application August 27, 2019

Existing Property Characteristics

The 20-acre (+/-) subject property is an existing commercial PUD located on the west side of US-1 across from the Mariner Sands PUD in southern Martin County. Main access to the property is by way of the existing signalized intersection at SE Mariner Sands Drive and US-1. The subject property is designated by the Comprehensive Plan future land use maps for General Commercial use.

The Mariner Village Square Master Plan and PUD Agreement were originally approved in 1986. Final site plan approval of Phase 1 was obtained in 1988 and the Phase 1 improvements were completed in 1989. Phase 1 improvements included the construction of the stormwater management system for the entire site, right and left turn lanes on US-1 and construction of a 15,000 square feet (sf), 2-story bank/office building with associated parking and landscaping. The bank building site, which is located on the northwest corner of the intersection of US-1 and Mariner Sands Drive, has been conveyed by way of Plat 1 of the Mariner Village Square PUD.

The PUD Agreement and master plan have been amended 5 times since Phase 1 was approved and constructed but no additional development activity occurred for almost 20 years until the PUD was revised by the County Commission on March 27, 2018. The revised Master Plan and Phasing Plan approved by the County Commission provides the following entitlements on the remaining undeveloped phases:

Phase 2: 2-story, 152-bed residential care facility (assisted living and memory care);

Phase 3: 1-story 6,000 sf of restaurant and a 10,000 sf of retail building; and

Phase 4: 3-story, 115,000 sf residential storage facility.

Proposed 6th PUD Amendment

By way of the proposed 6th PUD Amendment, the approved master plan and phasing plan is proposed to be changed by renaming Phase 4 as Phase 2, so the residential storage facility may be developed as the next phase. The overall timetable to complete all phases (i.e. December 31, 2022) remains the same.

The Timetable of Development Schedule and Phasing Plan have also been revised to include a Plat Infrastructure Final Site Plan that will be processed concurrent with the Phase 2 Final Site Plan.

No changes to the approved perimeter buffer requirements, stormwater requirements, preserve requirements, special conditions or other project elements are proposed or required.

Water and wastewater services will continue to be provided by Martin County Utilities.

Phase 2 Final Plat Application

The final plat application is intended to be approved concurrent with the approval of the Phase 2 “Plat Infrastructure” final site plan application. The proposed plat will replat existing platted property that is no longer consistent with the approved Master Site Plan and plat new property to create the proposed lots and common area tracts consistent with the pending 6th PUD Agreement and the corresponding Revised Master Plan, Phasing Plan and Plat Infrastructure Final Site Plan.

Ribbon Ventures, LLC
P. O. BOX 418
Boynton Beach, Florida 33425

January 17, 2019

Nicki van Vonno, Director
Martin County Growth Management Department
2401 S.E. Monterey Road
Stuart, FL 34996

Re: Mariner Village Square PUD

Dear Ms. van Vonno:

As owner of the above-referenced property, please consider this correspondence as formal authorization for Lucido & Associates to represent Ribbon Ventures, LLC during the governmental review process of the application.

Sincerely,

RIBBON VENTURES, LLC,
a Florida limited liability company

By: 
Rita M. Wilson, Manager

STATE OF FLORIDA
COUNTY OF Palm Beach

The foregoing was acknowledged before me this 12th day of February, 2019,
by RITA M. WILSON, Manager of RIBBON VENTURES, LLC, a Florida
limited liability company. She ☒ is personally known to me or ☐ has produced _____
_____ as identification.

(Notarial Seal)


NOTARY PUBLIC

My Commission Expires: 7/12/22



**FIRST AMENDMENT
TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
MARINER VILLAGE SQUARE**

This Amendment is made this ____ day of _____, 2019 by **RIBBON VENTURES, LLC, a Florida limited liability company** (hereinafter referred to as "Successor Declarant").

WITNESSETH:

WHEREAS, on January 4, 1989, Mariner Village Square Ltd., a Florida limited partnership, as Declarant, filed that certain Declaration of Covenants, Conditions and Restrictions of Mariner Village Square (the "Declaration") in Official Records Book 798, at Page 925, of the Martin County, Florida Public Records; and

WHEREAS, pursuant to Article XI of the Declaration, Successor Declarant, as Owner of more than seventy-five (75%) percent of all votes entitled to be cast by all members, has determined that it is necessary and proper to amend the Declaration.

NOW, THEREFORE, in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration, the receipt whereof is hereby acknowledged, the parties hereto do hereby agree as follows:

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. Article XXIX is hereby added to the Declaration to read as follows:

"ARTICLE XXIX

SURFACE WATER MANAGEMENT SYSTEM

29.1 Maintenance of Surface Water Management System. The Property is subject to a SFWMD approved surface water management plan ("Surface Water Management System"), as may be modified from time to time. In order to implement aspects of the Surface Water Management System, the Association will maintain the Surface Water Management System. Portions of the Surface Water Management System facilities constructed by Declarant shall be maintained by the Association, such as roads/streets, curbing, sidewalks, the exfiltration system within the roads/streets and drainage easement areas within the Property. Accordingly,

certain parcels of real property within the Property have or will be dedicated or conveyed, in fee or by easement to the Association for stormwater retention, drainage, streets and/or roads. The Association shall maintain its portion of the Surface Water Management System in compliance with the rules and regulations promulgated by the SFWMD. The Surface Water Management System plans shall cover surface water drainage throughout the Property, including, but not limited to, regular and storm drainage on dedicated streets and other rights of way, canal drainage, and such other requirements as may be imposed by the SFWMD. In accordance with this Section, the Association: (a) shall apply for and obtain such permits and licenses as may be required by the applicable governmental agencies, (b) at the Association's expense, provide Declarant with any and all plans and specifications, surveys, descriptive maps and other documentation required for the maintenance of surface water, as contemplated by this Section, and shall give and grant to Declarant, owners of land adjacent to the Property, the County, and all easements and rights of way required to effect real property surface water management, and (c) after the original development of Declarant, the Association shall cause all physical earth moving, landscaping, sloping, grading and other work required by be done on the Property, in connection with the maintenance of the Surface Water Management System to be done at the cost and expense of the Association. As further provided in this Declaration, the Association shall be entitled to (i) assess Members for the cost of operation, maintenance and repair of the Surface Water Management System, including, but not limited to, work within retention areas, drainage structures and drainage easements, (ii) establish Rules and Regulations with respect to the operation and maintenance of the Surface Water Management System, and (iii) contract with third parties for the provision of such operation and maintenance. In addition, in the event that a drainage swale is constructed upon any Parcel, for the purpose of managing and containing the flow of excess surface water, the Owner of such Parcel, including builders, shall be responsible for the maintenance, operation and repair of the drainage swales on the Parcel. Maintenance, operation and repair shall mean the exercise of practices, such as mowing and erosion repair, which allow a drainage swale to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the SFWMD. Filling, excavation, construction of fences or otherwise obstructing the surface water flow in a drainage swale is prohibited. No alteration of a drainage swale shall be authorized, and any damage to a drainage swale, whether caused by natural or human induced phenomena, shall be repaired and the damaged drainage swale shall be returned to its former condition as soon as possible the Parcel Owner of the Parcel upon which the drainage swale is location.

29.2. Amendments Affecting the Surface Water Management System. Any proposed amendment to Association Documents which will affect the Surface Water Management System, including any environmental conservation area and the water management portions of the Common Areas, must have the prior written approval of the SFWMD. The Association's registered agent shall maintain copies of all Surface Water Management System permits and correspondence respecting such permits, and any future SFWMD permit actions shall be maintained by the Association's registered agent for the Association's benefit.

29.3. NOTICES AND DISCLAIMERS AS TO WATER BODIES. NEITHER DECLARANT, NOR THE ASSOCIATION, NOR THE COUNTY, NOR ANY OF THEIR

RESPECTIVE OFFICERS, DIRECTORS, COMMITTEE OR BOARD MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUBCONTRACTORS (COLLECTIVELY, THE "LISTED PARTIES"), SHALL BE LIABLE OR RESPONSIBLE FOR MAINTAINING OR ASSURING THE WATER QUALITY OR LEVEL IN ANY LAKE, POND, CANAL, CREEK, STREAM OR OTHER WATER BODY WITHIN THE PROPERTY, EXCEPT AS SUCH RESPONSIBILITY MAY BE SPECIFICALLY IMPOSED BY, OR CONTRACTED FOR WITH, AN APPLICABLE GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OF AUTHORITY. FURTHER, ALL PARCEL OWNERS AND USERS OF ANY PORTION OF THE PROPERTY LOCATED ADJACENT TO OR HAVING A VIEW OF ANY OF THE AFORESAID WATER BODIES SHALL BE DEEMED, BY VIRTUE OF THEIR ACCEPTANCE OF THE DEED TO OR USE OF SUCH PROPERTY, TO HAVE AGREED TO HOLD HARMLESS THE LISTED PARTIES FOR ANY AND ALL CHANGES IN THE QUALITY AND LEVEL OF THE WATER IN SUCH BODIES. CONTRACTORS, SUBCONTRACTORS, LICENSEES AND OTHER DESIGNEES SHALL, FROM TIME TO TIME, EXCAVATE, CONSTRUCT AND MAINTAIN LAKES AND WATER BODIES WITHIN OR IN PROXIMITY TO THE PROPERTY. NOTWITHSTANDING THE FOREGOING, EXCAVATION OR CONSTRUCTION OF WATER BODIES SHALL BE PROHIBITED UNLESS AUTHORIZED BY THE APPLICABLE SOUTH FLORIDA WATER MANAGEMENT DISTRICT PERMIT. IN THE EVENT THAT THE EXCAVATION OR CONSTRUCTION OF WATER BODIES IS NOT AUTHORIZED BY SAID PERMIT, SUCH EXCAVATION OR CONSTRUCTION MAY ONLY TAKE PLACE IF A PERMIT MODIFICATION IS OBTAINED FROM THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT. BY THE ACCEPTANCE OF THEIR DEED OR OTHER CONVEYANCE OR MORTGAGE, LEASEHOLD, LICENSE OR OTHER INTEREST, AND BY USING ANY PORTION OF THE PROPERTY, EACH SUCH PARCEL OWNER, OCCUPANT OR USER AUTOMATICALLY ACKNOWLEDGES, STIPULATES AND AGREES: (i) THAT NONE OF THE AFORESAID ACTIVITIES SHALL BE DEEMED NUISANCES OR NOXIOUS OR OFFENSIVE ACTIVITIES, HEREUNDER OR AT LAW GENERALLY; (ii) NOT TO ENTER UPON OR ALLOW CHILDREN, GUESTS OR OTHER PERSONS UNDER THEIR CONTROL OR DIRECTION TO ENTER UPON (REGARDLESS OF WHETHER SUCH ENTRY IS A TRESPASS OR OTHERWISE) ANY LAKE OR WATER BODY WITHIN THE PROPERTY, EXCEPT AS SPECIFICALLY PERMITTED BY THIS DECLARATION OF THE RULES AND REGULATIONS ADOPTED BY THE ASSOCIATION; (iii) DECLARANT, THE ASSOCIATION, THE COUNTY, AND THE OTHER LISTED PARTIES SHALL NOT BE LIABLE BUT, RATHER, SHALL BE HELD HARMLESS FROM ANY AND ALL LOSSES, DAMAGES (COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURIES OR DEATHS ARISING FROM OR RELATING TO THE AFORESAID ACTIVITIES; (iv) ANY PURCHASES OR USE OF ANY PORTION OF THE PROPERTY HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING; AND (v) THIS ACKNOWLEDGMENT AND AGREEMENT IS A MATERIAL INDUCEMENT TO DECLARANT TO SELL, CONVEY AND/OR ALLOW THE USE OF THE APPLICABLE PORTION OF THE PROPERTY. ALL PERSONS ARE HEREBY NOTIFIED THAT, FROM TIME TO TIME, ALLIGATORS AND OTHER WILDLIFE MAY INHABIT OR ENTER INTO

WATER BODIES WITHIN THE PROPERTY AND MAY POSE A THREAT TO PERSONS, PETS AND PROPERTY, BUT THAT THE LISTED PARTIES ARE UNDER NO DUTY TO PROTECT AGAINST, AND DO NOT IN ANY MANNER WARRANT AGAINST, ANY DEATH, INJURY OR DAMAGE CAUSED BY SUCH WILDLIFE.

29.4. Indemnification. Each Parcel Owner shall severally indemnify, defend and hold Declarant and the Association harmless from and against any and all costs, expenses, liabilities, fines, penalties and clean-up costs incurred by Declarant or the Association, as applicable, as a result of any damage or alteration to the Surface Water Management System caused by such Parcel Owner, or any unlawful discharge of such Parcel Owner into the Surface Water Management System. In the event any damage to the Surface Water Management System by a Parcel Owner is not reimbursed by such Parcel Owner upon demand, the Association shall, upon written request of Declarant or the Association, levy and assess an Individual Assessment against such Parcel Owner to cover the cost incurred by the Association or declarant in correcting such damage, alteration or unlawful discharge, and shall pay over the amount thereof to Declarant or the Association, as applicable.”

2. Article XXX is hereby added to the Declaration to read as follows:

“ARTICLE XXX

PRESERVE AREAS.

30.1. Preserve Area Management Plan. All of the property subject to the Declaration shall hereby be encumbered by that certain Preserve Area Management Plan (the “PAMP”) attached hereto as Exhibit “A.” All of the property subject to the Declaration shall hereby be encumbered by the PAMP. The Association is hereby obligated to maintain all aspects of the PAMP.

30.2. Indemnification. Each Parcel Owner shall severally indemnify, defend and hold Declarant and the Association harmless from and against any and all costs, expenses, liabilities, fines, penalties and clean-up costs incurred by Successor Declarant or the Association, as applicable, as a result of any damage or alteration to the Preserve Areas caused by such Parcel Owner. In the event any damage to the Preserve Areas by a Parcel Owner is not reimbursed by such Parcel Owner upon demand, the Association shall, upon written request of Successor Declarant or the Association, levy and assess an Individual Assessment against such Parcel Owner to cover the cost incurred by the Association or declarant in correcting such damage, alteration or unlawful discharge, and shall pay over the amount thereof to Successor Declarant or the Association, as applicable.”

IN WITNESS WHEREOF, the undersigned Successor Declarant has executed this First Amendment to the Declaration the day and year first set forth above.

Witnesses:

Print Name

Print Name

SUCCESSOR DECLARANT:

RIBBON VENTURES, LLC, a Florida limited liability company

By: _____

Print Name: _____

Its: _____

Dated: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by _____, _____ of **RIBBON VENTURES, LLC, a Florida limited liability company**, on behalf of the Company. He/She [] 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 _____, 2019.

(NOTARY SEAL)

Notary Public

Printed Name: _____

My Commission Expires: _____

JOINDER AND CONSENT

The Mariner Village Square Association, Inc., a Florida not-for-profit corporation (the "Association"), pursuant to the authority vested in the Association, pursuant to the Declaration, hereby joins in and consents and agrees to be bound by the terms and conditions set forth in the First Amendment to Declaration of Covenants, Conditions and Restrictions of Mariner Village Square to which this Joinder and Consent is attached.

Witnesses:

Print Name

Print Name

ASSOCIATION:

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

By: _____

Print Name: _____

Its: _____

Dated: _____

STATE OF FLORIDA COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by _____, _____ of **MARINER VILLAGE SQUARE ASSOCIATION, INC., a Florida not-for-profit corporation**, on behalf of the Corporation. He/She [] 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 _____, 2019.

(NOTARY SEAL)

Notary Public
Printed Name: _____
My Commission Expires: _____

Exhibit “A”

PRESERVE AREA MANAGEMENT PLAN (“PAMP”)

MARTIN COUNTY, FLORIDA

PRESERVE AREA MANAGEMENT PLAN

For:

**Mariner Village Square, PUD
Including All Phases**

Ribbon Ventures, LLC

Parcel Control Numbers:

31-38-42-000-014-00010-6

31-38-42-008-000-00001-8

31-38-42-008-000-00002-7

31-38-42-008-000-00003-6

Prepared by:

**Lucido & Associates in Association with
Saskowsky & Associates, Inc.**

March 11, 2019

Revised September 9, 2019

Approved by/Date : _____

A Preserve Area Management Plan (PAMP) is required of all applicants for development approval on sites which contain wetland or upland preserve areas, pursuant to provisions of Section 4.36.A.1 of the Martin County Land Development Regulations, Martin County Code.

TABLE OF CONTENTS

1.0	GENERAL
2.0	ENVIRONMENTAL ASSESSMENT
	2.1 Location
	2.2 Soils
	2.3 Habitats
	2.4 Protected Species
	2.5 Previous Impacts
	2.6 Agency Correspondence
3.0	IDENTIFICATION OF PRESERVE AREAS
	3.1 Site Plan
	3.2 Legal Recording
4.0	SURVEYING, MARKING AND BARRICADING REQUIREMENTS
	4.1 Preserve Area Surveying Requirements
	4.2 Preserve Area Boundary Markers and Signs
	4.3 Barricading Requirements
5.0	USE OF PRESERVE AREAS
	5.1 Activities Allowed in Preserve Areas
	5.2 Activities Prohibited in Preserve Areas
6.0	RESTORATION AND MAINTENANCE ACTIVITIES
	6.1 Exotic Vegetation Removal
	6.2 Revegetation
	6.3 Vegetation Removal
	6.4 Prescribed Burns
	6.5 Hydrology
	6.6 Temporary Impacts
7.0	PROTECTIVE MEASURES FOR LISTED SPECIES
	7.1 Gopher Tortoises
	7.2 Endemic Species
	7.3 Relocation of Tortoises
8.0	MISCELLANEOUS PROVISIONS AND RESTRICTIONS
	8.1 Firewise Principles
9.0	TRANSFER OF OWNERSHIP/RESPONSIBILITIES
10.0	MONITORING, REPORTING AND INSPECTIONS
	10.1 Monthly Construction Reports
	10.2 Annual Monitoring Reports
	10.3 Maintenance Criteria
	10.4 Inspections
11.0	ENFORCEMENT

TABLE OF CONTENTS (Continued)

Exhibits

Exhibit A: Location Map

Exhibit A-1: Gopher Tortoise Survey Report

Exhibit A-2: Wildlife Observations

Exhibit B: Current Aerial Photograph

Exhibit C: Historical Aerial

Exhibit D: Soils Map

Exhibit E: FLUCFCS Map

Exhibit F: Agency Correspondence

Exhibit G: Final Site Plan

Exhibit H: Illustrations of Preserve Area Boundary Markers and Signs

Exhibit J: Firewise Toolkit

Exhibit K: Preserve Area Planting Plan for Temporary Impacts

Exhibit L: Annual Monitoring Report Form

1.0 GENERAL

The owner(s) of the lands to be preserved/maintained by this Preserve Area Management Plan (PAMP) and the developer(s) of Mariner Village Square, their successors and assigns, and their environmental consultants and contractors, will implement and comply with all portions of this PAMP.

Compliance with the terms of this PAMP includes submittal of all Monthly Monitoring Reports on PAMP compliance throughout all phases of project construction and submittal of all Annual Monitoring Reports following completion of project construction, pursuant to Section 10.17 of the Martin County Land Development Regulations. The owner(s) of the lands to be preserved/maintained shall have ultimate responsibility for the submittal of all Monthly and Annual Monitoring Reports, according to the format and schedule requirements of Section 10 of this PAMP.

As noted in Section 9 of this PAMP, the Martin County Environmental Planning Administrator shall be notified in writing within thirty (30) days of transfer of ownership of any lands to be preserved/maintained under the terms of this PAMP. Failure to notify shall be considered as non-compliance with the terms of this PAMP.

This PAMP will not be altered or amended by either Martin County or the owner/developer of Mariner Village Square, except by an alteration or amendment agreed to by both the Martin County Environmental Planning Administrator and the owner/developer of Mariner Village Square. Such alterations and amendments shall be inserted into the PAMP and the final revised document shall be recorded by the Martin County Clerk of Courts. The revised PAMP will be labeled with the appropriate O.R. Book and Page Number. Three copies of the revised document shall be provided to the Martin County Environmental Planning Administrator within thirty (30) days of the Recording date.

2.0 ENVIRONMENTAL ASSESSMENT

2.1 Location- The 20-acre (+/-) subject property is located on the west side of US-1 at the intersection of Mariner Sands Drive in southern Martin County, Florida. A project location map has been provided as Exhibit A.

Field work for the environmental assessment was performed by Saskowsky & Associates, Inc. during the months of June and October, 2015, updated in August, 2017 and again in July 2019. The existing habitat on site and other relevant information are summarized below. A current (2016) aerial photograph of the site is enclosed as Exhibit B and a historical (2000) aerial photograph is enclosed as Exhibit C.

2.2 Soils- The soils on the property were classified using the USDA Soils Conservation Service maps and are identified on Exhibit D. The dominant upland soil type for the property is Lawnwood fine sand (#2) and Waveland Sand (#4). Arents (#36) is the soil type within the jurisdictional wetlands. These soil types represent sandy, nearly level and poorly drained soil that is typically found in the pine flatwoods communities throughout south Florida, which is consistent with the habitat on site.

2.3 Habitats – The vegetative communities are shown on the enclosed Florida Land Use Cover Classification System (FLUCCS) map enclosed as Exhibit E. The dominant vegetative upland communities are #411 Pine Flatwoods (3 acres). Approximately 0.90 acres of jurisdictional wetlands have also been identified on the property. The jurisdictional limits were previously

inspected by the South Florida Water Management District and will be formally documented by way of a SFWMD construction permit.

The various types of native plant communities are more specifically described below:

Pine Flatwoods (FLUCCS 411) – 3 acres

The small portion of the site maintains characteristics associated with Pine Flatwoods habitat. The dominant canopy is slash pine (*Pinus elliotti*) and the dominant understory is saw palmetto (*Serenoa repens*). Much of this area remains in good condition with some infestations by exotic species including Brazilian pepper (*Schinus terebinthifolius*), which can be easily overcome with routine maintenance. Approximately 0.75 acres of this habitat type (25% of existing) will be preserved in the southwest corner of site adjacent to designated preserve areas off site. All exotic vegetation within the preserve areas shall be removed prior to the issuance of a certificate of occupancy.

Vegetated, Non-Forested Freshwater Marsh (FLUCCS 641)- 0.90 acres

The property contains one jurisdictional wetland area of approximately 0.90 acres in size located within the center of the property. The wetland is characterized by freshwater marsh species including sawgrass (*Cladium jamaicense*), duck potato (*Sagittaria lancifolia*) blue maidencane (*Amphicarpum muhlenbergianum*), swamp fern (*Blechnum serrulatum*) and various rushes and sedges. No impacts to the wetlands or the wetland buffers are proposed or required however the wetland and surrounding buffer area is heavily impacted with exotic vegetation, namely Brazilian pepper. The wetland area will be protected by way of a minimum 50' buffer, which will be restored with native pine flatwood vegetation, and all exotic plant species will be removed prior to the issuance of a certificate of occupancy.

- 2.4 Protected Species- As identified in the Gopher Tortoise Survey Update prepared by Saskowsky & Associates, Inc. and enclosed as Exhibit A-1, the project site was reviewed for the presence of listed species including gopher tortoises (*Gopherus polyphemus*) using parallel line transects at 10 meter intervals or as otherwise adjusted based on site constraints. A total of 17 burrows were identified in the locations shown on aerial graphics within the report. Protection of the burrows and/or relocation of tortoises and commensal species must be performed in accordance with Section 7.0 of this plan. No listed plant species, bird species or other protected wildlife was observed on the property at the time of the environmental assessment. A list of all wildlife observed during the site assessments is attached as Exhibit A-2.
- 2.5 Previous Impacts - The property has been partially developed including an existing office building, paved roads, retention areas and a landscape buffer along US-1. As evidenced by historic aerial photographs and site inspections, the majority of the site (not including an isolated wetland in the center of the property) was legally cleared concurrent with the construction of the existing site improvements. Except for the improvements adjacent to the existing office building, these areas have not been properly maintained and most of the landscape and open space areas have become infested with exotic and nuisance plant species including Brazilian pepper, ear-leaf acacia and old world climbing fern.
- 2.6 Agency Correspondence - Correspondence and/or permits from the Florida Fish and Wildlife Conservation Commission, the South Florida Water Management District and the U.S. Fish and Wildlife Service has been provided as Exhibit F.

3.0 IDENTIFICATION OF PRESERVE AREAS

- 3.1 Site Plan - All Preserve Areas, rights-of-way and easements are shown on the Mariner Village Square Site Plan, a copy of which is included in this PAMP as Exhibit G. The Site Plan includes a summary of the following: acreage of wetlands under preservation; acreage of native upland habitat under preservation; acreage of common upland habitat under preservation; total acreage under preservation; and total acreage of the Site.**

The Site Plan will contain the notation: "PRESERVE AREAS ARE NOT TO BE ALTERED WITHOUT WRITTEN PERMISSION OF THE MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS."

- 3.2 Legal Recording - The Final Site Plan for Mariner Village Square will be recorded with the PAMP by the Martin County Clerk of Courts. The Site Plan and the PAMP will be labeled with the appropriate O.R. Book and Page Number and copies of each recorded document will be provided to the Martin County Environmental Planning Administrator within thirty (30) days of the Recording date.**

4.0 SURVEYING, MARKING AND BARRICADING REQUIREMENTS

All Preserve Areas shown on the Mariner Village Square Final Site Plan will be surveyed and marked in the field with appropriate survey markers and signage. During the clearing and construction phases of the project, Preserve Area boundaries will be marked by physical barriers. No plant material will be removed from the Preserve Areas to facilitate surveying, fencing or soil boring/sampling without prior permission from the Martin County Environmental Planning Administrator.

- 4.1 Preserve Area Surveying Requirements – Each Preserve Area will be surveyed and marked with permanent monuments at each corner and at other sites necessary for locating the boundary of the Preserve Area. These permanent monuments will be constructed under the supervision of a Registered Land Surveyor and will be shown on the Site Plan. Map coordinates of each Preserve Area will be provided to the Martin County Environmental Planning Administrator, in a form compatible for use in the County's GIS mapping system.**
- 4.2 Preserve Area Boundary Markers and Signs - Preserve Areas will be posted with permanent signs and boundary markers. Boundary Markers will be placed at the corners of residential buildings abutting Preserve Areas. Signs will be at least 11 x 14 inches in size and will be posted in conspicuous locations along the Preserve Area boundary, at a frequency of no less than one (1) sign per 500 feet. All boundary markers and signs will be approved by the Martin County Environmental Planning Administrator and they will be in place prior to issuance of a building permit for construction on the site. Illustrations of the signs and markers to be used for this project are included as Exhibit H to this PAMP.**
- 4.3 Barricading Requirements - Prior to clearing, the developer will ensure that all Preserve Areas are protected with physical barriers during all clearing and construction activities in accordance with the following guidelines. Barricades will be inspected by County Environmental Division staff prior to work approval. Removal of the barricade materials will be done upon issuance of the final Certificate of Occupancy with authorization from appropriate County staff.**

Barricades will be high-visibility orange safety fence extending from the ground to a height of at least 4 feet. Barricades will not be attached to vegetation.

All barricades and turbidity screens will be upright and maintained intact for the duration of construction.

Where areas are proposed for clearing (i.e. building envelope, utilities, drainage, road right-of-way, etc.) the bright orange barricades will be offset outside the Preserve Area or placed at the dripline of the canopy trees, whichever is greater. Erosion control devices (e.g., silt fences) shall be constructed at least 5 feet outside the perimeter of preserve areas to prevent encroachment into the mandatory construction setback area.

All native vegetation not slated for removal as part of the development plans will be retained in their undisturbed state and will be barricaded at or outside the dripline of the trees.

Cut or fill will meet existing grade without encroaching into Preserve Areas.

Wetlands will be protected from possible surface water and sediment runoff by the placement of silt screens, hay bales or other turbidity control measures, at or beyond the delineation line prior to any land clearing or construction.

It is the responsibility of the owner and developer of Mariner Village Square to inform all contractors of these Marking and Barricading Requirements. Failure to comply with these Marking and Barricading Requirements will be considered a violation of the Site Plan approval. Further work on the project may be stopped until compliance with the Marking and Barricading Requirements is achieved, and the owner or developer may be required to appear before the Code Enforcement Board.

5.0 USE OF PRESERVE AREAS

5.1 Activities Allowed In Preserve Areas – Low impact recreational activities, such as walking, bird watching, and activities that promote the general enjoyment of the outdoors is permitted within the preserve area.

5.2 Activities Prohibited In Preserve Areas - Activities prohibited in Preserve Areas or easements within Preserve Areas include, but are not limited to: construction or placing of building materials on or above the ground; dumping or placing soil or other substances such as garbage, trash, and cuttings; removal or destruction of native trees, shrubs or other native vegetation; excavation, dredging or removal of soil materials; diking or fencing; vehicular traffic including use by non-motorized vehicles, recreational vehicles and off-road vehicles; permanent irrigation; trimming, pruning, or fertilization; and any other activities detrimental to drainage, flood control, water conservation, erosion control or fish and wildlife conservation and preservation.

No hazardous material other than fuel for refueling on-site heavy equipment will be stored during the construction phases. On-site fuel tanks shall not be located within twenty-five (25) feet of any Preserve Areas and shall be removed upon completion of construction work.

Buildings proposed to be located adjacent to Preserve Areas shall be set back a minimum of ten (10) feet to allow for construction and maintenance without encroaching into the Preserve Area.

All other structures (e.g. pools, sheds, decks, fences) shall be set back a minimum of five (5) feet from the Preserve Area boundary.

Development activities such as the construction of building pads for associated structures, swales, or culverts for surface water management shall not alter the hydrology of adjacent Preserve Areas. Nor shall any activities increase non-point source pollution in Preserve Areas.

6.0 RESTORATION AND MAINTENANCE ACTIVITIES

Except for approved restoration and maintenance activities, Preserve Areas will be left undisturbed. All maintenance of Preserve Areas will be in accordance with this PAMP for Mariner Village Square. Maintenance and management activities will be performed by or under the supervision of a qualified environmental professional and must be approved by the Martin County Environmental Planning Administrator. The following restoration and maintenance activities may be allowed within Preserve Areas with prior written approval from the Environmental Planning Administrator: exotic plant removal, revegetation or planting native vegetation, and removal of dead, diseased, or safety hazard plant material.

- 6.1 Exotic Vegetation Removal – Exotic vegetation shall be removed from Preserve Areas by the least ecologically-damaging method available. Such methods include hand pulling, hand spading, cutting with hand or chain saws and in-situ treatment with appropriate herbicides. Where there is dense concentrations of exotic vegetation, specialized heavy equipment shall be utilized to augment the removal of large stands of undesirable vegetative material. Heavy equipment shall not be used in sensitive areas where their presence may damage desirable native plant species. No debris, including dead plants, plant clippings or wood scraps, shall be allowed in Preserve Areas. In addition, all dead plant material and exotic plant debris removed from Preserve Areas shall be disposed of in a County-approved recycling facility.**
- 6.2 Revegetation – Preserve Areas left substantially void of native plant materials due to the removal of exotic vegetation shall be revegetated with appropriate native plant species pursuant to a plan approved by the Martin County Environmental Administrator.**
- 6.3 Vegetation Removal - Dead or diseased plant material shall be removed from Preserve Areas upon approval by the Martin County Environmental Planning Administrator. Revegetation may be required for any removed plant material. No debris, including dead plants, plant clippings or wood scraps, shall be allowed in Preserve Areas. All dead plant material and debris removed from Preserve Areas shall be disposed of in a County-approved recycling facility.**
- 6.4 Prescribed Burns - Martin County considers prescribed burns an acceptable habitat management tool. When approved by the Martin County Environmental Planning Administrator, they will be conducted by a certified burn manager who will be responsible for obtaining all appropriate permits from State and local agencies.**
- 6.5 Hydrology - Previous or potential drainage impacts will be corrected to the extent technically feasible. Water quality and the rate, timing, and volume of run-off shall recreate natural conditions for the benefit of onsite wetlands and other water bodies. Wetlands and water bodies on adjacent properties shall be protected from adverse impacts.**

- 6.6 Temporary Impacts – Restoration and replanting of temporary impacts to preserve areas caused by the removal of exotic vegetation or the installation of wetland control structures and stormwater improvements shall be completed in accordance with the Preserve Area Planting Plan for Temporary Impacts (See enclosed Exhibit K) prior to the issuance of the first building permit

7.0 PROTECTIVE MEASURES FOR LISTED SPECIES

- 7.1 Gopher Tortoises – Gopher tortoises have been confirmed on site. In Florida, gopher tortoises are protected as a “Threatened Species”. Under Florida law, no person may take, possess, transport or sell a Threatened Species. No land clearing or construction shall occur until all tortoises which will be impacted are relocated to upland preservation areas or off-site receiver areas as permitted by the Florida Fish and Wildlife Conservation Commission (FWCC). A gopher tortoise agent registered with the FWCC will supervise clearing in the areas of the gopher tortoise burrows. Tortoises inhabiting burrows in areas to be developed will be captured and relocated following guidelines set forth below. Tortoise burrows may be bucket trapped or excavated using methodology approved by the Florida Fish and Wildlife Conservation Commission and conducted by an authorized gopher tortoise agent possessing a valid relocation permit. During clearing and grubbing operations, equipment operators will be notified of the occurrence of gopher tortoises on-site and instructed to observe for roaming and foraging individuals. Should gopher tortoises be seen during the clearing and grubbing, all equipment operations will be stopped and the gopher tortoises will be captured and relocated into a Preserve Area of the project away from the immediate clearing activities. Once the tortoise(s) have been safely relocated to a Preserve Area and restrained by tortoise fencing, equipment operation can resume.
- 7.2 Endemic Species - All gopher tortoise relocation efforts will include trapping of endangered endemic species that may live in the burrow. These endemic species include but are not limited to the Florida mouse (*Peromyscus floridana*), gopher frog (*Rana aerolata*) and Eastern indigo snake (*Drymarchon corias couperi*).
- 7.3 Relocation of Tortoises - If the number of tortoises exceeds the carrying capacity of the remaining natural area, the Martin County Environmental Planning Administrator will be notified and will be provided with a copy of the Gopher Tortoise Relocation Permit from the Florida Fish and Wildlife Conservation Commission. All relocations shall be carried out by a gopher tortoise agent licensed for gopher tortoise relocations. The responsible party shall have access to literature pertaining to gopher tortoise preservation and shall be encouraged to preserve additional areas and to landscape with native vegetation.

8.0 MISCELLANEOUS PROVISIONS AND RESTRICTIONS

- 8.1 Firewise Principles – The majority of the fire threat on site is due to the adjacency of pine flatwood preserve areas. Proposed landscaping adjacent to these areas will utilize native, low flammability and low growing species within the defensible space (see Exhibit J, Firewise Toolkit).

The project has been designed to provide a 30’ wide defensible space between the forested preserve areas and the primary structures and attached accessory structures. The

owner/developer and property owners' association shall ensure that these lots maintain this 30' wide defensible space. Maintenance of the defensible space shall adhere to the firewise landscaping guidelines developed by the Florida Forest Service.

After construction is complete the lot owner and property owners' association will be responsible for maintaining the common property in accordance with the firewise principles. The association is strongly encouraged to apply for recognition as a certified "Firewise Community" as described in Exhibit J.

9.0 TRANSFER OF RESPONSIBILITIES

The property owner(s) and developers of Mariner Village Square are responsible for implementation of all requirements of this Preserve Area Management Plan until such time as the developer transfers responsibility to the owners or a successor. The Martin County Environmental Planning Administrator will be notified in writing within thirty (30) days of transfer of ownership of any lands to be preserved under this PAMP. Failure to notify will be considered as non-compliance with the terms of this PAMP. The developer will pay his share of total cost of management activities or fines on a per lot basis if he retains ownership of lots. At such time as the developer is ready to transfer control of Mariner Village Square to the property owners, whether the developer retains ownership of the lots in the project or not, an environmental professional shall certify, in writing, to the Martin County Environmental Planning Administrator, that the Preserve Areas are in full compliance with this PAMP.

The developer and/or successor will be responsible for maintaining the Preserve Areas in their existing natural condition with the periodic removal of invasive exotic vegetation. After transfer of responsibilities, funding for all maintenance and management programs will be the responsibility of all successors.

10.0 MONITORING, MAINTENANCE, REPORTING AND INSPECTIONS

10.1 Monthly Construction Reports – During construction of Mariner Village Square, the developer will be responsible for submitting a monthly report on the progress of the project, which will address all aspects of the site construction relative to the Preserve Areas. Information regarding construction and maintenance of the Preserve Areas, such as placement of barriers and signage, removal of exotic vegetation, revegetation, prescribed burns, etc. will be described and supported with photographs, where appropriate.

10.2 Annual Monitoring Reports -

Monitoring and reporting will be conducted annually by a qualified environmental professional for a period of five years from the date of completion of the project or project phase encompassing the monitored area. Annual monitoring will be conducted at the end of the wet season (usually by November 30) and a report of the monitoring will be submitted to the Martin County Environmental Planning Administrator within 30 days of the completion of the monitoring.

The Annual Monitoring Reports will document changes in vegetation including encroachment and/or overgrowth of noxious or exotic vegetation. Fixed-point panoramic photos of all Preserve Areas will be included in each report. The reports will include recommendations for

exotic vegetation removal, revegetation, and any additional enhancement activities necessary to maintain the Preserve Area. A timetable for action within 90 days of the report will be prepared and followed.

A copy of the proposed Annual Monitoring Report format is attached to this PAMP as Exhibit L. This format may be modified separately from the PAMP, as necessary, upon written approval from the Martin County Environmental Planning Administrator.

Upon request, Martin County Environmental Planning staff may meet with the responsible parties to review the annual monitoring report findings and supply technical assistance and support for stewardship.

The first Annual Monitoring Report due in compliance with this PAMP will be submitted to the Martin County Environmental Planning Administrator and the South Florida Water Management District at the end of the wet season following issuance of a Certificate of Occupancy for development described herein. Subsequent Annual Monitoring Reports will be due on the same date for the next four years.

After the initial five-year monitoring period, the Preserve Areas may be subject to periodic review and, if conditions warrant, will be subject to further monitoring and maintenance to ensure environmental integrity, consistent with the provisions of this Plan.

- 10.3 Maintenance Criteria - The threshold for maintenance requirements will be any area that has five percent or more total vegetative coverage by nuisance or exotic vegetation at any time during the monitoring period. Additionally, any areas that have not achieved 80 percent coverage with desirable plant species at the end of two years will be recommended for supplemental planting to meet this criterion.
- 10.4 Inspections - Martin County is authorized to inspect any County regulated site or appurtenance. Duly authorized representatives of Martin County or the South Florida Water Management District may, at any time, upon presenting proper identification, enter upon and shall be given access to any premises for the purpose of such inspection.

11.0 ENFORCEMENT

Martin County shall have the right to enforce the provisions of this PAMP through any available administrative or civil proceeding, which may result in penalties. Restoration of habitat and other remedies, such as fines and fees covering staff time, may be required of any person, corporation or other entity found in violation of any of the provisions of this PAMP or of Article 10 of the Martin County Land Development Regulations.

Exhibit A: Location Map

Martin County, FL

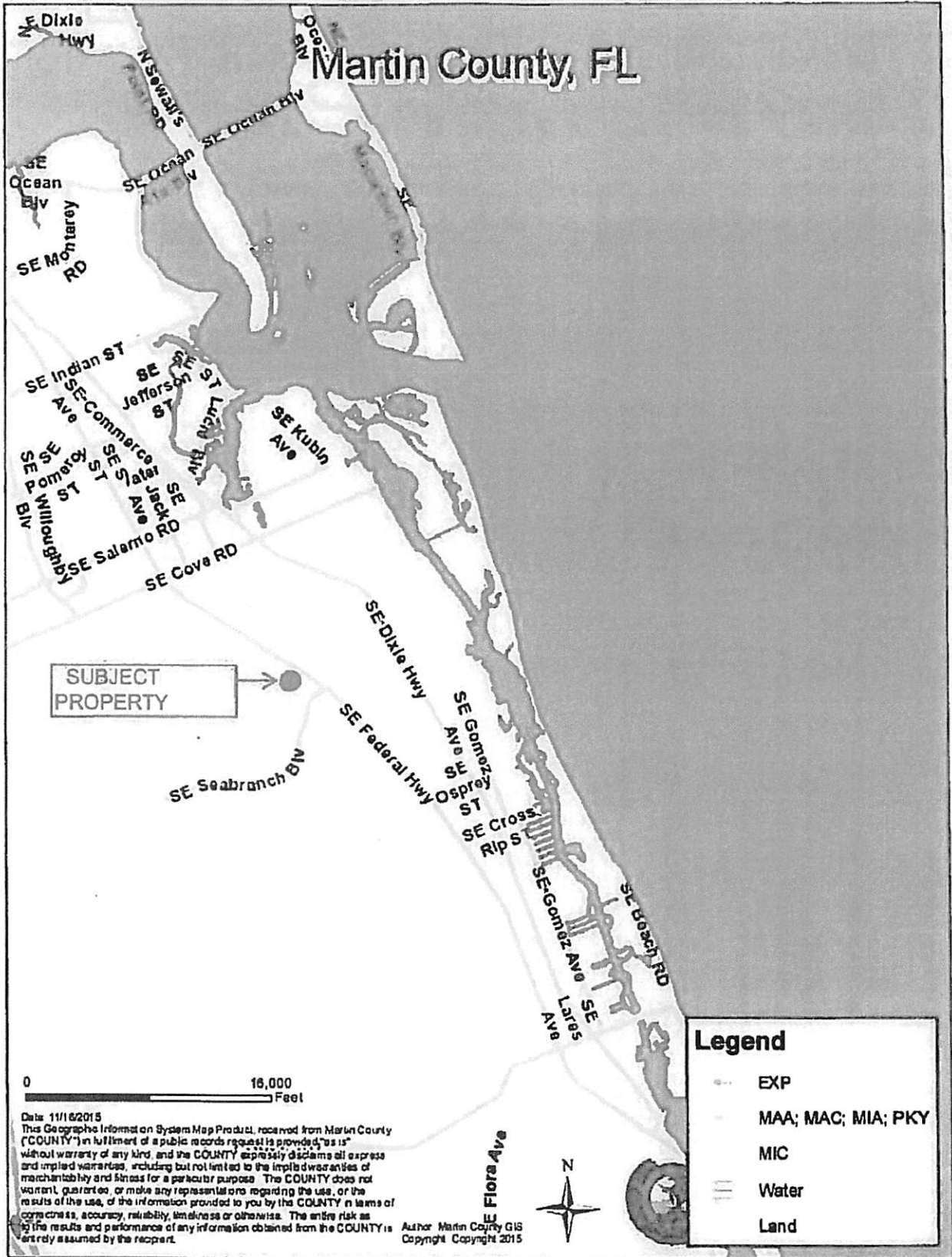


Exhibit A-1: Gopher Tortoise Survey Report

**MARINER VILLAGE SQUARE
ECOLOGICAL SURVEY & ASSESSMENT
&
GOPHER TORTOISE SURVEY
UPDATE**



Prepared by:
Saskowsky & Associates, Inc.
Ecological Consultants
Stuart, Florida

July 2019

SASKOWSKY & ASSOCIATES, INC.
ECOLOGICAL CONSULTANTS
Stuart, Florida

MARINER VILLAGE SQUARE
ECOLOGICAL SURVEY & ASSESSMENT
& GOPHER TORTOISE SURVEY UPDATE
July 2019

ECOLOGICAL SURVEY & ASSESSMENT UPDATE

An Ecological Survey & Assessment, including a gopher tortoise survey, was conducted on the subject property in October 2015 and again in August 2017. This report is an update of those assessments.

The subject property remains in essentially the same condition as stated in the previous reports. Most of the site is a cover of exotic vegetation with a few native species mixed in. Native upland habitat exists in the southeast corner as shown on the Habitats Aerial.

GOPHER TORTOISE SURVEY UPDATE

A gopher tortoise survey was conducted on the subject property in accordance with the scientific methodology and techniques outlined in *Wildlife Methodology Guidelines* and in *Ecology & Habitat Protection Needs of Gopher Tortoise Populations Found on Lands Slated for Development in Florida* published by the Florida Wildlife Commission (FWC). Also utilized was *Procedures for Conducting Accurate Burrow Surveys* published by Ashton Biodiversity Research and Preservation Institute. The initial survey was conducted in October 2015 with an updated survey conducted in August 2017. The recent survey (July 8, 2019) found that four of the original burrows observed during the initial survey are no longer in existence. However, twelve new burrows were observed during the July 2019 survey. This brings the total number of potentially occupied burrows to seventeen. The presence of the new burrows can probably be attributed to illegal relocation.

NATIVE VEGETATION UPDATE

The area of native upland habitat (NUH) is located on the southerly corner and property line. This area is typical pine flatwoods with slash pine, saw palmetto, gall berry, fetterbush, wax myrtle, and the usual mix of native herbaceous plants and grasses. Some areas within the native upland habitat area may not have a strong ground cover. However, these areas still qualify as NUH due to the presence of canopy and sub canopy native species.

EXOTIC VEGETATION UPDATE

The majority of the site is disturbed upland with dense stands of Brazilian pepper, ear-leaf acacia, java plum, climbing fern, nuisance and ruderal weeds, and landscape/ornamental vegetation.

WETLAND AND OSWs

The jurisdictional wetland is in fair condition. Some areas in the wetland contain Brazilian pepper, climbing fern, and primrose willow. The 50' wetland buffer has a dense cover of invasive exotic

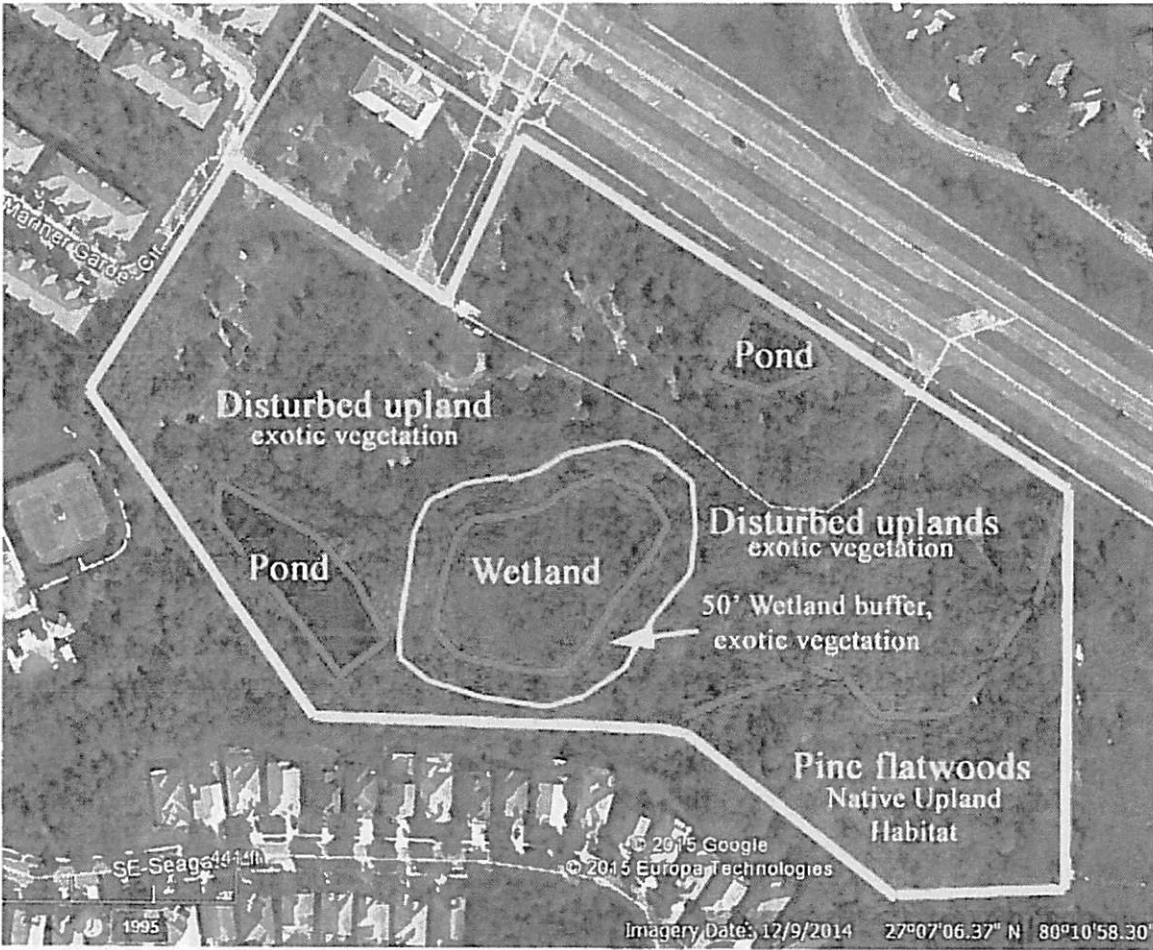
(Wetlands & OSWs continued);

vegetation including Brazilian pepper, ear-leaf acacia, java plum, and climbing fern, plus numerous species of nuisance and ruderal weeds. A few slash pines, laurel oaks, and cabbage palms were observed in this 50' buffer area. The OSW's are surrounded by invasive exotic vegetation.

Signed: 

Date: July 19, 2019

HABITATS AERIAL
Updated July 2019



**GOPHER TORTOISE SURVEY
LOCATION OF BURROWS
Updated July 2019**

Potentially Occupied Burrows

Previously observed: GT1, GT2, GT6, GT7, GT8

Observed on July 8, 2019: GT1A, GT2A, GT3A, GT4A, GT5A, GT6A, GT7A, GT8A, GT9A, GT10A, GT11A, GT12A

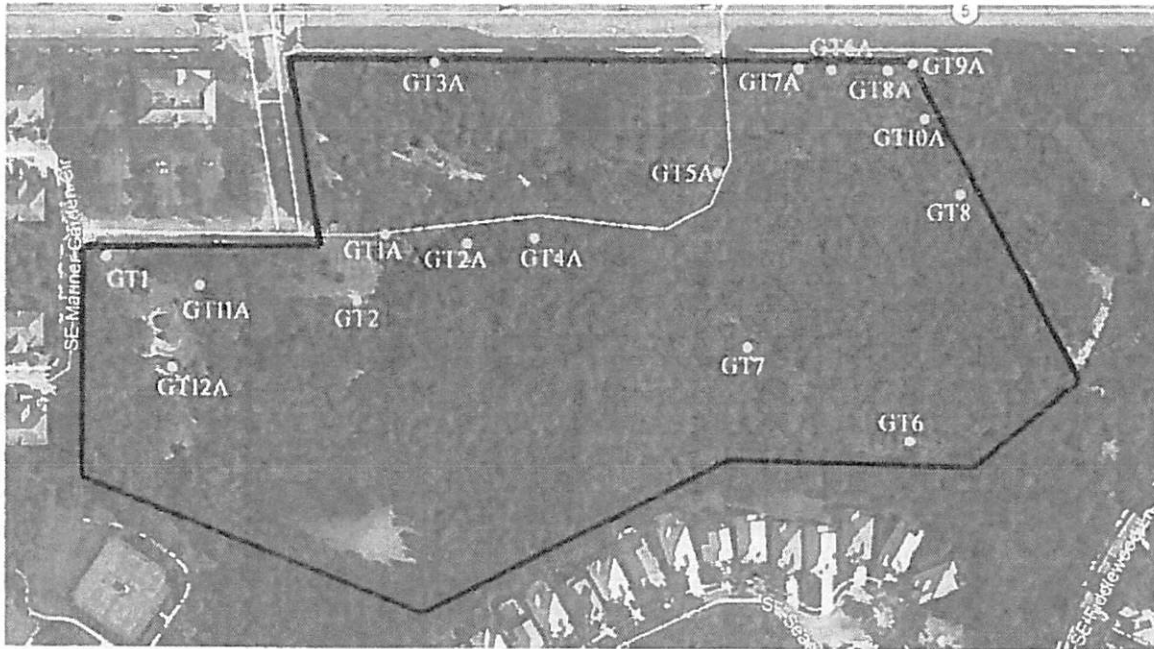


Exhibit A-2: List of Wildlife Observed

**WILDLIFE OBSERVATIONS
MARINER VILLAGE SQUARE**

The following wildlife species were observed on the subject property:

BIRDS:

<u>Common Name</u>	<u>Scientific Name</u>
Great blue heron	<i>Ardea herodias</i>
Turkey vulture	<i>Cathartes aura</i>
Black vulture	<i>Coragyps atratus</i>
Common grackle	<i>Quiscalus quiscula</i>
Northern mockingbird	<i>Mimus polyglottos</i>
Northern cardinal	<i>Cardinalis cardinalis</i>
Mourning Dove	<i>Zenaida macroura</i>
Fish Crow	<i>Corvus ossifragus</i>
Rufus-sided towhee	<i>Pipilo erythrophthalmus</i>
Field sparrow	<i>Spizella pusilla</i>

REPTILES & AMPHIBIANS:

Gopher tortoise	<i>Gopherus polyphemus</i>
Southern black racer	<i>Coluber constrictor priapus</i>
Brown anole	<i>Anolis sagrei</i>

MAMMALS:

Gray squirrel	<i>Sciurus extimus</i>
Raccoon	<i>Procyon lotor elucus</i>
Virginia opossum	<i>Didelphis virginiana</i>

Exhibit B: Current Aerial Photograph

Martin County, FL



Date: 10/16/2017

This Geographic Information System Map Product received from Martin County (CCUNY) in fulfillment of a public records request is provided as is, without warranty of any kind, and the COUNTY expressly disclaims all express and implied warranties, including but not limited to the implied warranties of merchantability and fitness for a particular purpose. The COUNTY does not warrant, guarantee, or make any representation regarding the use, or the results of the use, of the information provided to you by the COUNTY in terms of correctness, accuracy, reliability, timeliness, or otherwise. The entire risk as to the results and performance of any information obtained from the CCUNY is entirely assumed by the requester.

Author: Martin County GIS
Copyright: Copyright 2015

Exhibit C: Historical Aerial

Martin County, FL



Martin County, FL



Date 10/16/2017

This Geographic Information System Map Product is derived from Martin County (COUNTY) in fulfillment of a public records request. It is provided "as is" without warranty of any kind, and the COUNTY expressly disclaims all express and implied warranties, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose. The COUNTY does not warrant, guarantee, or make any representations regarding the use, or the results of the use of, the information provided to you by the COUNTY in terms of correctness, accuracy, reliability, timeliness or otherwise. The entire risk as to the results and performance of any information obtained from the COUNTY is entirely assumed by the recipient.

Author: Martin County GIS
Copyright Copyright 2013

Exhibit D: Soils Map



Exhibit E:
Florida Land Use Cover Classification System
(FLUCCS) Map

Mariner Village Square FLUCCS Map



Florida Land Use Cover Classification System (FLUCCS)

Total Site Area: 883,434 sf / 20.28 ac.

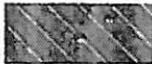
	Existing Developed Area:	81,078 sf / 1.86 ac.
OSW	(Other Surface Waters):	69,956 sf / 1.61 ac.
FLUCCS #192	(Inactive Urban Land):	564,015 sf / 12.94 ac.
FLUCCS #411	(Pine Flatwoods):	129,256 sf / 2.97 ac.
FLUCCS #641	(Freshwater Marsh):	39,129 sf / 0.90 ac.

Exhibit F: Agency Correspondence

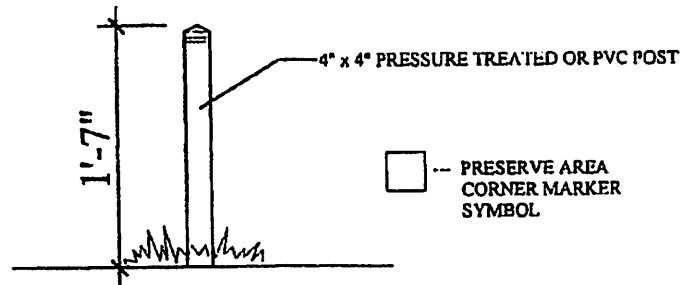
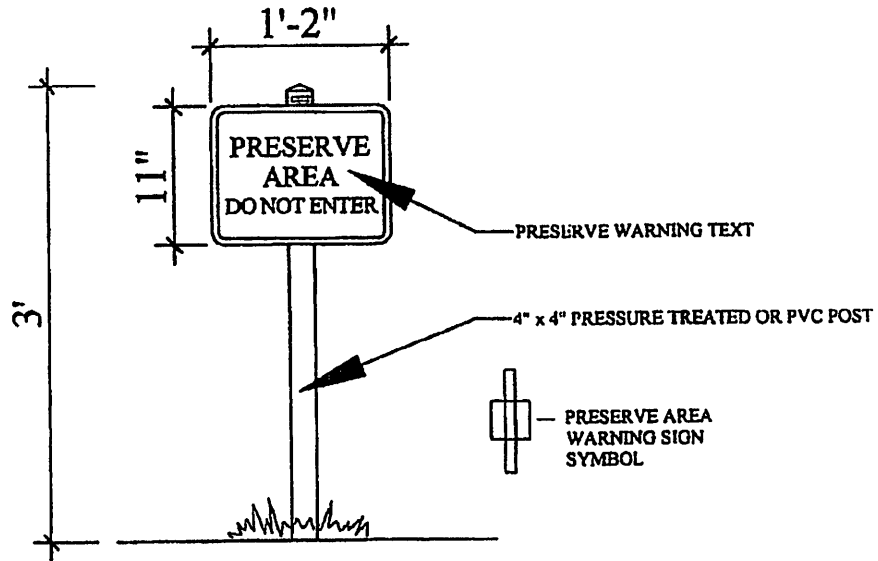
Exhibit G: Master Site Plan

***Exhibit H: Illustrations of Preserve Area
Boundary Markers and Signs***

lucido & associates

701 E. Ocean Blvd., Suite 100, Fort Lauderdale, FL 33304
 1000 Avenue A, Suite 200, Fort Lauderdale, FL 33304
 622 N. Ocean Blvd., Suite 200, Fort Lauderdale, FL 33304

(954) 330-2100 Fax (954) 330-2101
 (954) 461-1311 Fax (954) 461-1312
 (954) 884-4321 Fax (954) 884-4322



Preserve Boundary Markers and Signs

Exhibit H



Exhibit J: Firewise Toolkit



A guide to Firewise principles

THE FIREWISE COMMUNITIES PROGRAM provides homeowners with simple and easy steps to help reduce a home's wildfire risk by preparing ahead of a wildfire. These steps are rooted in principles based on solid fire science research into how homes ignite. The research comes from the world's leading fire experts whose experiments, models and data collection are based on some of the country's worst wildland fire disasters.

Below are Firewise principles and tips that serve as a guide for residents:

When it comes to wildfire risk, it is not a geographical location, but a set of conditions that determine the home's ignition potential in any community.

Wildfire behavior is influenced by three main factors: topography (lie of the land), weather (wind speed, relative humidity and ambient temperature) and fuel (vegetation and man-made structures). In the event of extreme wildfire behavior, extreme weather conditions are normally

present, like extended drought, high winds, low humidity and high temperatures, coupled with excess fuel build up including the accumulation of live and dead vegetation material. Additionally, the inherent lie of the land influences the intensity and spread a fire takes. Fires tend to move upslope, and the steeper the slope the faster it moves.

Of these three factors, **fuel** is the one we can influence.

Debris like dead leaves and pine needles left on decks, in gutters and strewn across lawns can ignite from flying embers. Fire moving along the ground's surface can "ladder" into shrubs and low hanging tree limbs to create longer flames and more heat. If your home has flammable features or vulnerable openings, it can also serve as fuel for the fire, and become part of a disastrous chain of ignitions to other surrounding homes and structures.

A home's ignition risk is determined by its immediate surroundings or its "home ignition zone" and the home's construction materials.

According to fire science research and case studies, it's not where a home is located that necessarily determines ignition risk, but the landscape around it, often referred to as the "home ignition zone." The home ignition zone is defined as the home and its immediate surroundings up to 200 feet (60 m).

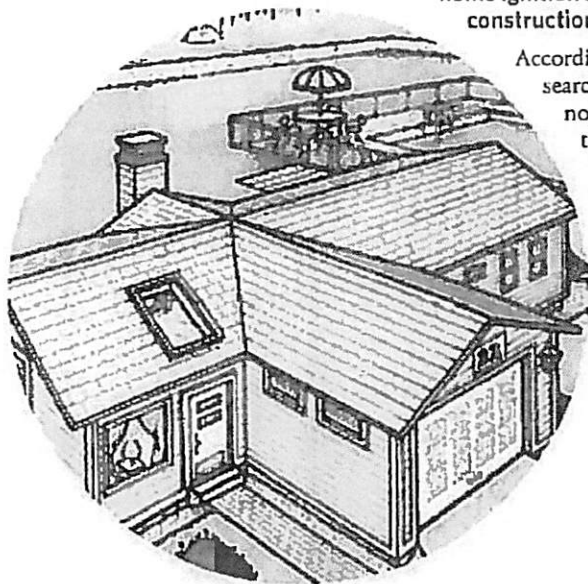
The Firewise Communities Program provides tips for reducing wildfire risk based on the home ignition zone concept:

Home Zone: Harden your home against wildfire. This includes fences, decks, porches and other attachments. From the point of view of a fire, if it's attached to the house it is a part of the house. Non-flammable or low flammability construction materials—especially for roofs, siding and windows—are recommended for new homes or retrofits. Keep any flammables, including plantings and mulch out of the area within 5 feet of your home's perimeter.

Zone 1: This well-irrigated area encircles the structure for at least 30 feet on all sides including decks and fences, and provides space for fire suppression equipment in the event of an emergency. Lawns should be well maintained and mowed. Plantings should be limited to carefully-spaced low flammability species. In particularly fire prone areas, non-flammable mulch should be considered.

Zone 2: This area encircles 30 - 100 feet from the home. Low flammability plant materials should be used here. Plants should be low-growing and the irrigation system should extend into this section. Shrubs and trees should be limbed up and spaced to prevent crowns of trees from touching.

Zone 3: This area encompasses 100 - 200 feet from the home. Place low-growing plants and well-spaced trees in this area, remembering to keep the volume of vegetation (fuel) low.





Zone 4: This furthest zone from the structure is a natural area. Selectively prune and thin all plants and remove highly flammable vegetation.

Homeowners can and must take primary responsibility for wildfire safety action around the home.

There are not enough fire fighting resources to protect every house during severe wildfires, and with shrinking budgets it means we need to do more with less. Fire fighters are trained to safely and efficiently suppress wildland fires, but their effectiveness is reduced when they must sweep decks, move wood piles and patio furniture while trying to fight a fire. According to fire science research, individual efforts do make a difference even in the face of a catastrophic wildfire.

The following steps are outlined by the Firewise program to reduce home ignition risk, based on this principle:

- Prune low hanging limbs to reduce ladder fuels
- Clean roofs and gutters of pine needles and dead leaves
- Keep flammable plants and mulches at least 5 feet away from your home's perimeter
- Use low-growing, well pruned and fire-resistant plants around home
- Screen or box-in areas below patios and decks with wire screening no larger than 1/8-inch mesh
- Sweep decks and porches clear of fallen leaves
- Move woodpiles away from the home during non-winter months
- Bring doormats and furniture cushions inside when an area is threatened by a wildfire

- Close garage doors when leaving your home in the event of an evacuation

We all have a role to play in protecting ourselves and others.

Your home ignition zone extends up to 200 feet—and it's quite common to have neighbors whose home ignition zone overlaps yours. Buildings closer than 100 feet apart can ignite one another if they are in flames. In addition, many communities have commonly owned property, including natural or wooded areas that can pose fire risks to all. This means that to be most effective, neighbors need to work together and with their local fire service to achieve greater wildfire safety.

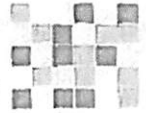
Together, community residents can work with agencies and elected officials to accomplish the following:

- Ensure that homes and neighborhoods have legible/clearly marked street names and numbers
- Create "two ways out" of the neighborhood for safe evacuation during a wildfire emergency
- Create phone trees to alert residents about an impending fire
- Review any existing community rules or regulations on vegetation management and construction materials to see if they are "Firewise-friendly"
- Use the "Ready, Set, Go!" program with the fire department to educate neighbors
- Use the Firewise Communities/USA® Recognition Program to create and implement an ongoing action plan that will also earn the neighborhood national recognition for their efforts

LEARN MORE about how to keep families safe and reduce homeowners' risk for wildfire damage at www.firewise.org.

ADDITIONALLY, complimentary brochures, booklets, pamphlets, videos and much more can be found on the information and resources page of the website and ordered online through the Firewise catalog.





Firewise tips checklist for homeowners

WILDFIRE DOESN'T HAVE TO BURN everything in its path. In fact, cleaning your property of debris and maintaining your landscaping are important first steps to helping minimize damage and loss.

The work you do today can make a difference. Follow these simple action steps now and throughout the year to prepare and help reduce the risk of your home and property becoming fuel for a wildfire:

- | | |
|--|--|
| <input type="checkbox"/> Clear leaves and other debris from gutters, eaves, porches and decks. This prevents embers from igniting your home. | <input type="checkbox"/> Keep your lawn hydrated and maintained. If it is brown, cut it down to reduce fire intensity. Dry grass and shrubs are fuel for wildfire. |
| <input type="checkbox"/> Remove dead vegetation from under your deck and within 10 feet of the house. | <input type="checkbox"/> Don't let debris and lawn cuttings linger. Dispose of these items quickly to reduce fuel for fire. |
| <input type="checkbox"/> Remove anything stored underneath decks or porches. | <input type="checkbox"/> Inspect shingles or roof tiles. Replace or repair those that are loose or missing to prevent ember penetration. |
| <input type="checkbox"/> Screen or box-in areas below patios and decks with wire mesh to prevent debris and combustible materials from accumulating. | <input type="checkbox"/> Cover exterior attic vents with metal wire mesh no larger than 1/8 inch to prevent sparks from entering the home. |
| <input type="checkbox"/> Remove flammable materials (firewood stacks, propane tanks, dry vegetation) within 30 feet of your home's foundation and outbuildings, including garages and sheds. If it can catch fire, don't let it touch your house, deck or porch. | <input type="checkbox"/> Enclose under-eave and soffit vents or screen with metal mesh to prevent ember entry. |
| <input type="checkbox"/> Wildfire can spread to tree tops. If you have trees on your property, prune so the lowest branches are 6 to 10 feet from the ground. | |

Learn more about how to keep your family safe and reduce your home's risk for wildfire damage at www.firewise.org.





Firewise Communities / USA® Recognition Program checklist

BY WORKING WITH NEIGHBORS, individual residents can make their own property – and their neighborhood – much safer from the flames and embers of a wildfire. The Firewise Communities/USA® Recognition Program provides a series of steps so you and your neighbors can act now ahead of a wildfire threat.

Ready to begin? Follow these steps on your way to becoming an official Firewise community.

☐ 1. Talk to your neighbors.

You may be surprised to learn that other residents are just as concerned as you are about wildfire, so make a pledge to get started ... now.

☐ 2. Recruit interested community members.

These people will form a diverse Firewise® board or committee. The group should include homeowners and fire professionals, but may also include planners, land managers, urban foresters and members of other interest groups in your community.

- Choose a group leader/representative. (This person, often known as the "sparkplug," will serve as the spokesperson and take the lead on Firewise initiatives.)

☐ 3. Contact Firewise.

Have the community representative complete an on-line request form on the "[contact us](#)" page on the Firewise website (www.firewise.org), or call the Firewise Communities Program office at 617-984-7486. A Firewise representative can answer your questions, and help you get started.

☐ 4. Schedule a site assessment visit.

This is the first step of the process of achieving Firewise Communities/USA recognition status.

- Have the community representative contact your state's Firewise Communities/USA liaison, a specialist in wildland/urban interface (WUI) fire, to inquire about a site assessment and evaluation of your community's current wildfire readiness. Your state liaison's contact information is available on the Firewise website.

- Schedule a time to meet with the state liaison or his/her designee to provide a community wildfire risk evaluation. Plan on at least one full day for this activity.
- At the same time, contact your local fire official who will accompany the state liaison for the evaluation.
- A site assessment is **not** a Community Wildland Protection Plan (CWPP). It is a wildfire risk evaluation of the potential Firewise Communities/USA site that is applying for national recognition.

☐ 5. Review the site assessment and evaluation document.

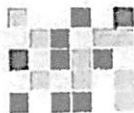
The assessment does not have a specific format, but the program endorses an assessment style that:

- Includes a simple document for homeowners/residents to review the potential community site.
- Familiarizes the homeowner/resident with the way ignitions are likely to occur and how homes are likely to be lost in the event of a wildfire.
- Explains and illustrates common strengths and vulnerabilities with respect to this site's wildfire risk.

Upon completion of the evaluation, the state liaison or designee will schedule a meeting with your local Firewise committee to review the findings of your community assessment. At this time, your committee will determine whether they accept the findings or reject them. If you accept the evaluation, the process continues; if you don't, the process is terminated.



FIREWISE TOOLKIT



→ FIREWISE COMMUNITIES / USA® RECOGNITION PROGRAM

☐ 6. Create a plan.

Based on the evaluation and assessment, your Firewise committee develops a plan to tackle problem areas. In your plan, remember to include deadlines and a schedule to keep you on track. Record your action plan, and have all members of your committee sign it. Your plan should include:

- One day during the year that is designated as "Firewise Day." Whether it's a "chipper day" that gathers equipment and volunteers to chip up brush and tree limbs, a state fair exhibit or a community clean-up day, the Firewise Day helps you get the work done to make your community safer.
- Firewise mitigation activities that amount to a community investment of more than \$2/capita/year of 'in-kind' volunteer contribution or grants.
- Once the plan is finished, share it with your state liaison.

☐ 7. Implement your plan.

Tackle the items in your plan. Designate the party responsible for each action, including who will take the lead on Firewise Day. Remember, everything you do should be documented, so you can send the paperwork in with your application form.

☐ 8. Apply for recognition in the Firewise Communities/USA Recognition Program.

You've completed your plan; now it's time to receive the recognition you deserve. Not only is your community safer from wildfire, you will now be able to celebrate your official status as a nationally recognized Firewise community. Remember to:

- Fill out the [application form](#)
- Attach your completed Firewise community plan
- Attach the Firewise Day document that lists names of volunteers, the hours involved and activities you've accomplished
- Attach any photos that illustrate your great work

- Send your completed application and attached documents to your state liaison for review

- Your state liaison will forward the application to the NFPA Firewise program headquarters. You can expect to receive your recognition materials (sign, plaque and other items) within 2-4 weeks after NFPA receives your application.

☐ 9. Renew your application each year.

The work of a Firewise community is never done. To maintain active status in the program, you must continue the work throughout the year, documenting all activities, including your Firewise Day, the hours involved, and the volunteers. The information is easy to [report through the Firewise website](#).

☐ 10. Celebrate your success!

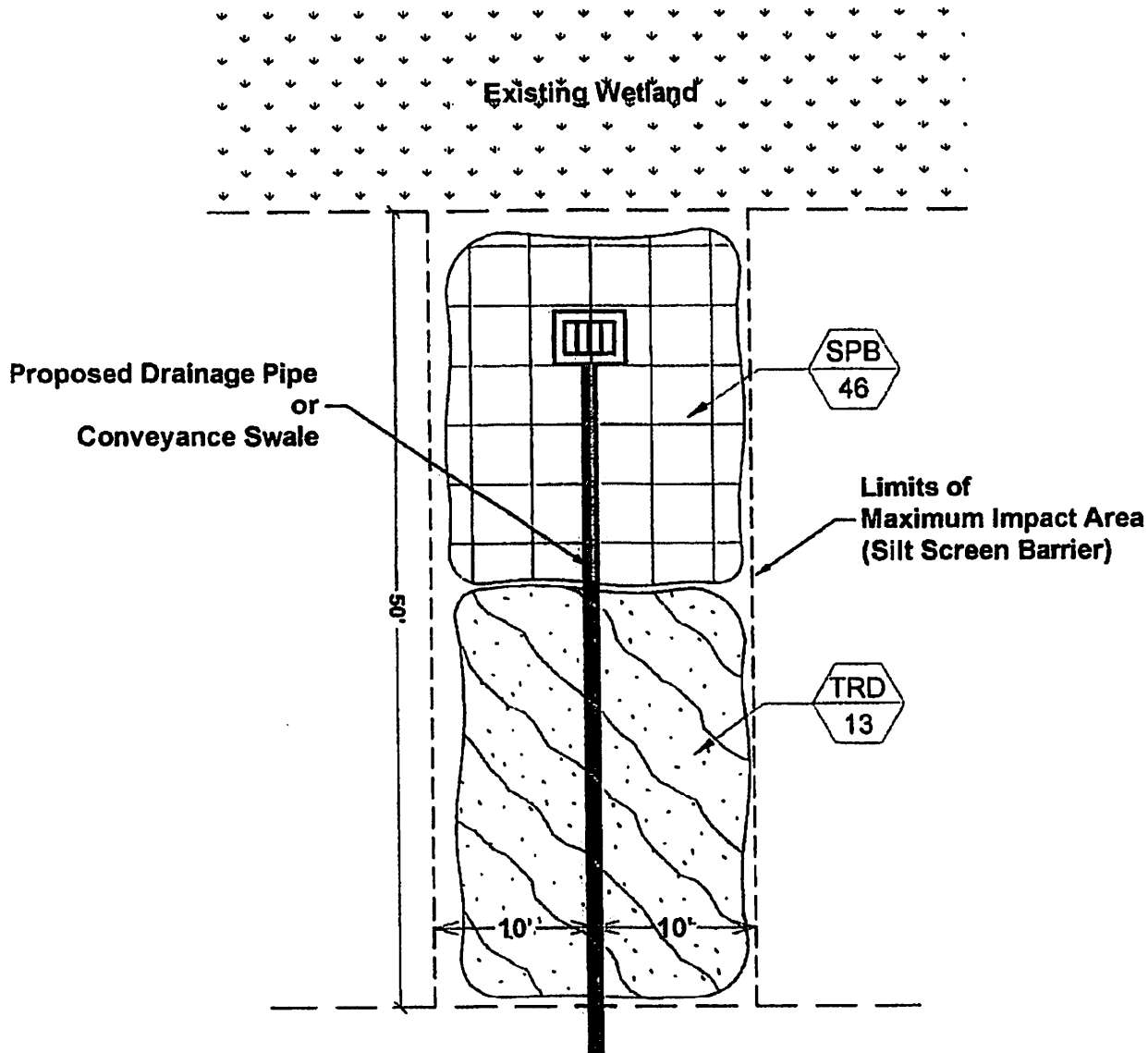
We want to hear from you! Share your story with the Firewise Communities Program family. We'll include your photos and activities on the Firewise website, feature your community in our [blog](#), and promote your hard work through our [social media platforms](#).

Questions?

[Contact](#) the Firewise Communities Program. More information can be found on the [Firewise website](#).



***Exhibit K: Preserve Area Planting Plan for
Temporary Impacts***



GRASSES	QTY / AREA	T. QTY	BOTANICAL NAME	COMMON NAME	SPECS	SPACING	REMARKS
SPB	48	92	<i>Spartina bakeri</i>	Sand Cordgrass	1G, 18" OA, F	36" o.c.	Native
TRD	13	26	<i>Tripsacum dactyloides</i>	Fakahatchee Grass	3G, 24" OA, F	72" o.c.	Native



lucido & associates



**Temporary Buffer Impact Area
Planting Detail**

Exhibit L: Annual Monitoring Report Form

MARTIN COUNTY, FLORIDA

PRESERVE AREA MANAGEMENT PLAN

ANNUAL MONITORING REPORT FOR (Year)

Annual monitoring shall be conducted at the end of the wet season (usually by November 30) for five years from the date of PAMP approval. A report of the results of each monitoring event shall be submitted by the property owner to the Martin County Environmental Planning Administrator within 30 days of the completion of the monitoring. Monitoring and reporting are the responsibility of the property owner. However, a qualified environmental professional may conduct the monitoring, prepare the Annual Monitoring Reports, or submit the Reports.

All Annual Monitoring Reports shall contain the following information:

- Name and address of current owner of Preserve Area;
- Location of Preserve Area (site/project location, Martin County Parcel Control Number, section/township/range, etc);
- Date PAMP approved;
- Documentation of vegetation changes, including encroachment of exotic vegetation;
- Fixed-point panoramic photos of all Preserve Areas;
- Synopsis of maintenance activities conducted in compliance with the PAMP requirements such as exotic vegetation removal, revegetation, and additional enhancement activities necessary to maintain the Preserve Area;
- A timetable for action within 90 days of the report;
- A list of all violations of the PAMP; and
- Recommendations for remedial actions, with a proposed schedule for the coming year.

Signature/Date : _____

Typed Name/Title : _____

Company Name (if applicable) : _____

**CONTRACT FOR CONSTRUCTION OF REQUIRED IMPROVEMENTS
AND INFRASTRUCTURE FOR MARINER VILLAGE SQUARE PUD**

THIS CONTRACT, made and entered in this _____ day of _____, 2019, by and between RIBBON VENTURES, LLC, a Florida limited liability company, hereinafter referred to as the "Developer", and MARTIN COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "County";

W I T N E S S E T H:

WHEREAS, the Developer has made application to County for approval and recordation of the plat of Mariner Village Square PUD; and

WHEREAS, completion of certain improvements and infrastructure is required prior to plat recordation; and

WHEREAS, Section 4.913.B, Land Development Regulations, Martin County Code, provides that in lieu of completion of the required improvements and infrastructure prior to plat recordation, security may be posted to insure completion.

NOW, THEREFORE, the Developer and County agree as follows:

1. By _____, Developer shall complete the required improvements and infrastructure for the above referenced project pursuant to the Infrastructure Final Site Plan approved on TBD, and construction plans accepted by the County Engineer or his designee, hereinafter referred to as the County Engineer. The itemized list of required improvements and infrastructure is more particularly set forth in Exhibit A, attached hereto and made a part hereof.
2. The Developer shall supply the County with security, in a form acceptable to the Board of County Commissioners, in the amount of \$ TBD. Said security is attached as Exhibit B, 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 and as shown on Exhibit A. The expiration date for any security provided shall be no sooner than fifteen (15) months after the completion date for the required improvements as set forth in Paragraph 1 above, which is comprised of the warranty period plus three months.
3. The required improvements and infrastructure shall be constructed in full compliance with the specifications and requirements of the County under the supervision of Developer's Engineer. When complete, Developer's Engineer shall furnish an Engineer's Certification of Construction Completion to the County Engineer for acceptance.

4. Release of Security

a. 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 Developer'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 Developer'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.

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

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

5. In the event said required improvements and infrastructure are not completed by the date set forth in Paragraph 1, or Developer fails to maintain the required security as set forth in Paragraph 2, or the County is advised that the term of the required security will not be extended, County shall have, and is hereby granted, the right to cause the required improvements and infrastructure to be made and to use the security provided herewith for payment of all costs and expenses incurred in the construction thereof, including but not limited to, engineering, legal, and contingent costs. Furthermore, it is agreed by the parties hereto that County shall be reimbursed from the security provided for any damages, either direct or consequential, which the County may sustain as a result of the failure of Developer to carry out and execute all of the provisions of this Contract. County shall have the option to construct and install the required improvements with County employees and equipment, or pursuant to public advertisement and receipt of bids, in the event of Developer's failure or refusal to do so in accordance with the terms of this Contract. In the event that the total costs incurred in construction and full completion of the improvements exceeds the amount of security provided, such additional costs shall be paid by Developer on written demand by the County Engineer.

6. Developer designates the following person as its representative to be contacted and to receive all notices regarding this Contract:

Ribbon Ventures, LLC
Attn: Rita Wilson
P.O. Box 418
Boynton Beach, FL 33425
561-531-1310

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

DEVELOPER

WITNESSES:

RIBBON VENTURES, LLC,
A FLORIDA LIMITED LIABILITY
COMPANY

Name: _____

BY: _____
RITA M. WILSON, MANAGER

Name: _____

STATE OF _____
COUNTY OF _____

The foregoing Contract for Construction of Required Improvements and Infrastructure is acknowledged before me this _____ day of _____, 2019, by Rita M. Wilson, Manager of RIBBON VENTURES, LLC, a Florida limited liability company, on behalf of the company. She ☐ is personally known to me or has ☐ produced _____ as identification.

NOTARY PUBLIC

(NOTARIAL STAMP)

Name _____
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 Storey
Senior Assistant County Attorney

This instrument prepared by:
Lucido & Associates
701 SE Ocean Boulevard
Stuart, FL 34994

PERFORMANCE SURETY BOND

Bond No. _____

KNOWN ALL MEN BY THESE PRESENTS:

That RIBBON VENTURES, LLC, as Principal, and _____, as Surety, are held and firmly bound unto Martin County Board of County Commissioners, Stuart, Florida, as Oblige, in the sum of \$_____, for the payment of which sum, well and truly to be made, the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

This bond is delivered to Oblige pursuant to Section 4.913.B. of the Martin County Land Development Code and the terms of the Contract for Construction of Required Improvements and Infrastructure between the Oblige and the Principal dated _____, a copy of which is attached as **Exhibit A** and incorporated into this bond by reference. As a condition precedent to the Oblige's agreement(s), approval(s), and/or acceptance(s) set forth in Exhibit A, the Principal is required to deliver a good and sufficient bond to warrant and ensure the performance of the work specified in Exhibit A, and to indemnify and save harmless the Oblige from any and all damages and costs caused by the failure to complete the work and/or project in the manner and within the time period described in Exhibit A.

The condition of this obligation is such that if the Principal fully performs its obligations to complete the work described in Exhibit A within _____ [INSERT TIME PERIOD REQUIRED BY CODE PROVISION] from _____ [INSERT DATE TIME PERIOD BEGINS TO RUN PER THE CODE PROVISION], as evidenced by written approval of the Oblige in the form required by Section 4.913.B., then this bond shall be void. Otherwise, this bond remains in full force and effect.

The Surety unconditionally agrees that, upon 30 days written notice by the Oblige (or its authorized agent or officer) stating that the Principal has defaulted on its obligations to perform and complete the work described under Exhibit A, the Surety will fully perform and complete the work, pay the costs of doing so, and indemnify, defend and hold harmless the Oblige for any and all damages and costs (including attorneys' fees) incurred as a result of the Principal's default, up to the dollar amount of this bond stated above. If the Surety fails to perform its obligations under this bond, the Oblige shall have the right to resort to any and all legal and equitable remedies against the Principal and the Surety, or either one of them, including, but not limited to, specific performance.

The Surety and the Principal jointly and severally agree that, as an alternative to requiring the Surety to perform and complete the work described in Exhibit A upon the Principal's default, the Oblige, at its option, shall have the right to perform and complete the work (either itself or through its agents or contractors). In the event the Oblige elects to exercise this right, the Surety

and Principal shall be jointly and severally liable to reimburse the Obligee for all costs of performing and completing such work and indemnify, defend and hold harmless the Obligee for any and all damages and costs (including attorneys' fees) incurred as a result of the Principal's default, up to the dollar amount of this bond stated above.

IN WITNESS WHEREOF, the Principal and Surety have caused this performance bond to be executed by their authorized agents this _____ day of _____, 20____.

SURETY

[INSERT NAME OF SURETY]

PRINCIPAL

RIBBON VENTURES, LLC

By:_____

Name:_____

Title:_____

By: _____

Name: Rita M. Wilson

Title: Manager

Power of Attorney Must be Attached



September 26, 2019

Via Email: jv3965@att.com

James Virga
AT&T
329 NW Dixie Highway
Stuart, FL 34994

Re: Mariner Village Square Plat (Our ref. #18-360)

Dear James:

With a plat application, Martin County requires documentation in the form of letters that have been provided to each utility company (telephone, cable, electric and waste management) pertaining to the availability of services and review of utility easements. Enclosed please find the proposed plat for your review and comment.

For your information, the project is located on the west side of US-1 at the intersection of Mariner Sands Boulevard.

Thank you for your cooperation in this matter. Please do not hesitate to contact me if you have any questions.

Sincerely,

Morris A. Crady, AICP
Senior Vice President

Enc.



September 25, 2019

Comcast Cable
1495 NW Britt Road
Stuart, FL 34994

Re: Mariner Village Square Plat (Our ref. #18-360)

To Whom It May Concern:

With a plat application, Martin County requires documentation in the form of letters that have been provided to each utility company (telephone, cable, electric and waste management) pertaining to the availability of services and review of utility easements. Enclosed please find the proposed plat for your review and comment.

For your information, the project is located on the west side of US-1 at the intersection of Mariner Sands Boulevard.

Thank you for your cooperation in this matter. Please do not hesitate to contact me if you have any questions.

Sincerely,

Morris A. Crady, AICP
Senior Vice President

Enc.



September 25, 2019

Comcast Cable
1495 NW Britt Road
Stuart, FL 34994

Re: Mariner Village Square Plat (Our ref. #18-360)

To Whom It May Concern:

With a plat application, Martin County requires documentation in the form of letters that have been provided to each utility company (telephone, cable, electric and waste management) pertaining to the availability of services and review of utility easements. Enclosed please find the proposed plat for your review and comment.

For your information, the project is located on the west side of US-1 at the intersection of Mariner Sands Boulevard.

Thank you for your cooperation in this matter. Please do not hesitate to contact me if you have any questions.

Sincerely,

Morris A. Crady, AICP
Senior Vice President

Enc.



September 25, 2019

Via Email: asherlo2@wm.com

Jeff Sabin
Waste Management
7700 SE Bridge Road
Hobe Sound, FL 33455

Re: Mariner Village Square Plat (Our ref. #18-360)

Dear Jeff:

With a plat application, Martin County requires documentation in the form of letters that have been provided to each utility company (telephone, cable, electric and waste management) pertaining to the availability of services and review of utility easements. Enclosed please find the proposed plat for your review and comment.

For your information, the project is located on the west side of US-1 at the intersection of Mariner Sands Boulevard.

Thank you for your cooperation in this matter. Please do not hesitate to contact me if you have any questions.

Sincerely,

Morris A. Crady
Senior Vice President

Enc.



Martin County, Florida
Growth Management Department
DEVELOPMENT REVIEW DIVISION
2401 SE Monterey Road, Stuart, FL 34996
772-288-5501 www.martin.fl.us

Plat Checklist Certification

Surveyor Certification

Plat Name: Mariner Village Square Plat III, P.U.D.

Surveyor's Name: Steven N. Brickley

PLS#: 6841

Company Name: Bowman Consulting Group, Ltd.

Phone #: 772 - 283 - 1413

I have reviewed the above plat and find that it meets the requirements of Martin County Code, Volume 2, Land Development Regulations, Sec. 4.912, *Plat Requirements*, and Florida Statutes, Chapter 177, Part 1, and Martin County Resolution 02-6.1, subject to exceptions noted in the comments, below.

10/23/2019
Date

[Signature]
PLS Signature
Steve Brickley
Printed Name

MCLDR, Section 4.192; FS, Chapter 177, Part 1.

Paragraph Reference	Does Comply	Does not Comply	Comments
4.912.C.1	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Size complies; mylars after review approval
4.912.C.2	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Prepared by P.S.M.; Scale is 1"=50'
4.912.C.3	<input checked="" type="checkbox"/>	<input type="checkbox"/>	All text is a minimum of 1/10th" in height
4.912.C.4	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Meets all requirements
4.912.C.5; 4.912.E; FS.Ch.177	<input checked="" type="checkbox"/>	<input type="checkbox"/>	PRM's are set
4.912.C.6 &7	<input checked="" type="checkbox"/>	<input type="checkbox"/>	PRM's and lot corners are set
4.912.C.8.a	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Not applicable (curve data shown -no tables)
4.912.C.8.b	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Not applicable (curve data shown -no tables)
4.912.C.8.c	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Not applicable (curve data shown -no tables)
4.912.C.9	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Not applicable (tangent line tables not used)
4.912.C.10.a	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Note appears on plat
4.912.C.10.b	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Note appears on plat
4.912.C.10.c	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Note appears on plat
4.912.C.11	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Plat is not in flood zones "A", "AH" or "V1-30"
4.912.C.12; FS Ch.177	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Not applicable (not bordering tidal waters)
4.912.C.13	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Not applicable (not bordering tidal waters)
4.912.C.14	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Boundary Survey dated within 180 days included
4.912.C.15	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Tied to N.G.S. control
4.912.C.16	<input checked="" type="checkbox"/>	<input type="checkbox"/>	CAD file provided
4.912.C.17	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Plat checklist submitted
4.912.C.18	<input checked="" type="checkbox"/>	<input type="checkbox"/>	CCR Pending
4.912.C.19	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Adjacent property is identified
4.912.C.20	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Legal description contains acreage
4.912.C.21	<input checked="" type="checkbox"/>	<input type="checkbox"/>	5" line provided for parcel control number
4.912.C.22	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Title of plat is on each page and contains "PUD"
4.912.C.23	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Title complies with F.S. ch. 177 for replat
4.912.C.24	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Signatures will be in indelible ink after approval

Notes: Dedications and reservations to homeowner associations (HOA) must be accepted by the HOA, including their maintenance obligations as well. This acceptance must be acknowledged.

PRMs must be set in the field and shown on the plat in accordance with FS Ch. 177 and subsection 4.912.E. At least four (4) permanent monuments no more than 800 feet apart shall be placed within the platted lands and on the exterior.

Martin County Resolution 02-6.1 Checklist

Paragraph Reference	Does Comply	Does not Comply	Comments
A	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
B	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Dedication C-1, 2 & 3	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
No dedication C-1	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
D	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
E-for person	<input type="checkbox"/>	<input type="checkbox"/>	
E-for corporation	<input type="checkbox"/>	<input type="checkbox"/>	
F-1	<input type="checkbox"/>	<input type="checkbox"/>	
F-2	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
F-3	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
F-4	<input type="checkbox"/>	<input type="checkbox"/>	
G	<input type="checkbox"/>	<input type="checkbox"/>	