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**HIGHPOINTE  
PLANNED UNIT DEVELOPMENT ZONING AGREEMENT**

THIS PLANNED UNIT DEVELOPMENT ZONING AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between CHRIST FELLOWSHIP CHURCH, INC., a Florida Not-for-Profit Corporation, hereinafter referred to as OWNER, and MARTIN COUNTY, a political subdivision of the State of Florida, hereinafter referred to as COUNTY.

**WITNESSETH:**

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

WHEREAS, it is the desire of OWNER to develop a Planned Unit Development (hereinafter sometimes referred to as PUD) to be known as Highpointe PUD consisting of common areas, sewage and water lines and appurtenances thereto, recreational facilities, institutional facilities, campgrounds for Operation 300, private streets and parking facilities, street lighting and a private single-family residential subdivision consisting of a maximum of two hundred eighty-four (284) lots, all as more particularly shown on the Master Site Plan attached hereto; and

WHEREAS, a property owners association, hereinafter referred to as ASSOCIATION, will be formed to provide for the maintenance of the roads, streets, rights-of-way, and common areas within the Highpointe PUD; and

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

WHEREAS, it is the desire of the COUNTY to encourage this form of development, to

prevent and discourage urban sprawl, to promote compatible, consistent, and effective usage of land within the COUNTY's secondary urban service district, to protect, preserve, and manage natural resources, and to implement the COUNTY's growth management plans.

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

1. UNIFIED CONTROL

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

2. DEVELOPMENT

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

2.1 The master site plan and phasing plan approved by the COUNTY, a copy of which is attached hereto as **Exhibit D** and by reference made a part hereof. Approval of the master site plan shall authorize the owner to submit the final site plans and subdivision plats in accordance with the terms and conditions of the approved master site plan. Approval of the master site plan by the COUNTY shall not constitute approval to build or construct any improvements and is not the final approval necessary for construction of the development.

2.2 The final site plans and subdivision plats to be approved by the COUNTY in accordance with such laws, ordinances and regulations as may be in effect at the time of such approval.

2.3 The Timetable for Development as shown in **Exhibit E**, attached hereto and by reference made a part hereof.

2.4 The conditions and requirements agreed to by the COUNTY and the OWNER as set forth in **Exhibit F**, attached hereto and by reference made a part hereof.

2.5 Permits and authorizations granted in accordance with such laws, ordinances and regulations as may be in effect at the time of such approval.

2.6 The Preserve Area Management Plan, a amended, as shown in **Exhibit G**, attached hereto and by reference made a part hereof.

3. VESTED RIGHTS

The OWNER shall have the right to develop the PUD in accordance with applicable laws, ordinances and regulations, the provisions and requirements of this PUD Agreement, the approved master site plan, final site plans, and the subdivision plats, hereinafter sometimes collectively referred to as development orders.

4. COMMON AREAS, COVENANTS, CONDITIONS AND RESTRICTIONS

4.1 The OWNER shall create a Declaration of Covenants, Conditions and Restrictions for Highpointe PUD, hereinafter the Covenants and Restrictions, which shall be submitted as part of the application for the first subdivision plat. A copy of the Covenants and Restrictions shall be recorded at the time of the recording of the first subdivision plat. As part of said Covenants and Restrictions, the ASSOCIATION shall be established for the maintenance, operation and management of the common areas as defined therein. The common areas of the PUD shall be designated as such and shown on the approved master plan, final site plans and subdivision plat. The Covenants and Restrictions shall be in conformity with such laws, ordinances and regulations as may be in effect at the time of the approval of the first subdivision plat.

4.2 Except for conveyances to governmental entities, it shall be deemed a breach of this PUD Agreement for any land to be conveyed by the OWNER by way of an instrument which does not contain the Covenants and Restrictions or incorporate them by reference thereto.

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

4.4 In the event that the COUNTY determines that the ASSOCIATION, or any successor organization, has failed at any time to maintain the common areas of the PUD in reasonable order and condition in accordance with the approved development orders and applicable laws, ordinances, and regulations, then the COUNTY shall serve written notice by certified mail, return receipt requested, upon such organization and upon each owner of real property within the PUD, which notice shall set forth the manner in which the organization has

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

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

## 5. DESTRUCTION

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

master site plan, final site plan(s), and subdivision plat(s).

6. CHANGE OR AMENDMENT

There shall at all times be a strict adherence to the provisions of the PUD Agreement and the approved development orders. Any change or amendment to the PUD Agreement and/or the approved development orders shall only be made in accordance with Section 10.15, Amendments to Approved Development Orders, Land Development Regulations, Martin County, Fla. (2019) (“LDRs”).

7. BREACH OF AGREEMENT

7.1 Development of Highpointe PUD shall at all times be in compliance with the PUD Agreement and the approved development orders. Failure to comply with a development order may result in the suspension of that development order, the cessation of COUNTY processing of all applications for development on the subject property and any associated phases, or termination of the development order pursuant to Section 10.14.G., Failure to Comply with Conditions of an Approved Development Order, LDRs.

7.2 Any person, including the Board of County Commissioners, hereinafter sometimes referred to as Board, or any member of the Board of County Commissioners, may file a complaint with the county administrator alleging that a development order has been violated, that unauthorized development has occurred, or that misrepresentation, fraud, deceit, deliberate error or omission, or a material omission that should have been disclosed regarding information required in a development application has occurred. In the event that such a complaint is filed, it shall be addressed as set forth in Section 10.14.G, Failure to Comply with Conditions of an Approved Development Order, LDRs.

7.3 The above provisions shall not be interpreted to provide an exclusive remedy, and COUNTY may pursue any appropriate remedy at law or equity in the event OWNER or his successors in interest fail to abide by the provisions of this PUD Agreement.

8. JURISDICTION

This PUD Agreement shall be governed by the laws of the State of Florida, and any and all legal action instituted because of this PUD Agreement shall be instituted in Martin County, Florida.

9. SUCCESSORS AND ASSIGNS

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

heirs, assigns and personal representatives.

10. NOTICE

Any notice, request, demand, consent, approval, or other communication required or permitted by this PUD Agreement shall be given or made in writing and shall be served as elected by the party giving the notice by any of the following methods: (i) hand delivery to the other party; (ii) delivery by commercial overnight courier service; (iii) mailed by registered or certified mail (postage prepaid), return receipt requested; or (iv) mailed by regular U.S. mail. For purposes of notice, the addressees are as follows:

OWNER: Stephen Austin, Director  
Christ Fellowship Church, Inc.  
5343 Northlake Blvd.  
Palm Beach Gardens, FL, 33418

With copy to: Tyson Waters  
Fox McCluskey Bush Robinson  
3461 SE Willoughby Blvd.  
Stuart, FL, 34994

COUNTY: County Administrator  
Martin County  
2401 SE Monterey Road  
Stuart, Florida, 34996

With copy to: County Attorney  
Martin County  
2401 SE Monterey Road  
Stuart, Florida, 34996

Notice given in accordance with the provisions of this Section shall be deemed to be delivered and effective on the date of hand delivery; or on the second day after the date of the deposit with an overnight courier; or on the date upon which the return receipt is signed, or delivery is refused, or the notice is designated by the postal authorities as not delivered if mailed; or on the second business day after the date of mailing by regular U.S. mail. Either party may change its address for the purpose of this Section by written notice to the other party given in accordance with the provisions of this Section.

11. ENTIRE AGREEMENT

This PUD Agreement incorporates and includes all prior and contemporaneous negotiations, correspondence, conversations, agreements, and understanding applicable to the

matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this PUD Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior or contemporaneous representations or agreements, whether oral or written.

12. SEVERABILITY

If any term or provision of this PUD Agreement or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable for the remainder of this PUD Agreement, then the application of such term or provision to persons or circumstances other than those as to which it's held invalid or unenforceable shall not be affected, and every other term and provision of this PUD Agreement shall be deemed valid and enforceable to the extent permitted by law.

13. STATUTORY REFERENCES

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

14. ADEQUATE PUBLIC FACILITIES EVALUATION

OWNER is voluntarily electing to proceed under Section 14.1C.5.(2) and (3), Comprehensive Growth Management Plan, Martin County Code and Section 5.32.C.4., Land Development Regulations, Martin County Code and is thereby proceeding without a reservation of capacity and without rights to obtain final development orders for the subject property. The OWNER acknowledges the risk that subsequent development orders may reserve capacity of Category A and C public facilities in the project area and necessitate additional capacity facility improvements for the project to meet concurrency or prevent this project from going forward in accordance with its timetable of development.

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

**WITNESSES**

**OWNER**

Christ Fellowship Church, Inc, a Florida Not-for-Profit Corporation

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

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

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

Stephen Austin, Director  
5343 Northlake Blvd.  
Palm Beach Gardens, FL, 33418

STATE OF FLORIDA

COUNTY OF MARTIN

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by Stephen Austin, Director of Christ Fellowship Church, Inc., a Florida Not-for-Profit Corporation, on behalf of the company, to me known to be the person described herein and who executed the foregoing instrument and acknowledged before me that he executed same.

WITNESS my hand and official seal in the County and State last aforesaid this \_\_\_ day of \_\_\_\_\_, 2021.

(NOTARIAL STAMP) \_\_\_\_\_

Notary Public

My commission expires:

**COUNTY**

ATTEST:

BOARD OF COUNTY COMMISSIONERS MARTIN  
COUNTY, FLORIDA

\_\_\_\_\_

Carolyn Timmann  
Clerk of the Circuit Court and  
Comptroller

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

Harold E. Jenkins II, Chairman

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY:

(COMMISSION SEAL)

\_\_\_\_\_

Krista Storey  
Senior Assistant County Attorney

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## EXHIBIT A

### LEGAL DESCRIPTION

Parcel Identification Numbers 173941000007000109;  
173941000008000205;  
173941000008000107;  
173941000002000002;  
173941000001000004;  
083941000015000300;  
083941000015000209

ALL OF TRACTS 1, 2, 7, 8, 9, 10 AND THE NORTH THREE QUARTERS OF TRACTS 15 AND 16, SECTION 17, TOWNSHIP 39 SOUTH, RANGE 41 EAST, TROPICAL FRUIT FARMS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGE 6, PUBLIC RECORDS OF PALM BEACH COUNTY (NOW MARTIN COUNTY), FLORIDA.

TOGETHER WITH THE SOUTH 834.49 FEET OF THAT PART OF TRACTS 15 AND 16, SECTION 8, TOWNSHIP 39 SOUTH, RANGE 41 EAST, OF SAID PLAT OF TROPICAL FRUIT FARMS, LYING WESTERLY OF THE RIGHT-OF-WAY FOR FLORIDA'S TURNPIKE.

EXCEPTING THEREFROM THE RIGHT-OF-WAY DEEDED TO MARTIN COUNTY IN DEED BOOK 42, PAGE 517 AND DEED BOOK 42, PAGE 524, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.

ALSO EXCEPTING THE RIGHTS-OF-WAY DEEDED TO MARTIN COUNTY IN OFFICIAL RECORD BOOK 111, PAGE 546 AND OFFICIAL RECORD BOOK 111, PAGE 551, AND OFFICIAL RECORD BOOK 111, PAGE 556, ALL OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.

ALSO EXCEPTING THE RIGHT-OF-WAY FOR THE SOUTH FORK HIGH SCHOOL ACCESS ROAD, RECORDED IN OFFICIAL RECORD BOOK 494, PAGE 2683, OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.

ALSO EXCEPTING THE 40 FOOT POSTED AND VIEWED RIGHT OF WAY (KANSAS AVENUE) BY DECLARATION OF THE COUNTY COMMISSIONERS OF PALM BEACH COUNTY SEPTEMBER 5, 1923.

ALL OF THE ABOVE LANDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND BEING COMPRISED OF ALL OF TRACTS 1, 8, AND 9, AND A PORTION OF TRACTS 2, 7, 10, 15 AND 16, SECTION 17, TOWNSHIP 39 SOUTH, RANGE 41 EAST, TROPICAL FRUIT FARMS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGE 6, OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA;

TOGETHER WITH A PORTION OF TRACTS 15 AND 16, SECTION 8, TOWNSHIP 39 SOUTH, RANGE 41 EAST, TROPICAL FRUIT FARMS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGE 6, OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA, IN ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF SECTION 17, TOWNSHIP 39 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA;

THENCE NORTH 02°15'47" EAST (AS A BASIS OF BEARINGS) ALONG THE WEST LINE OF THE EAST ONE-HALF (E 1/2) OF SAID SECTION 17, A DISTANCE OF 461.64 FEET TO A POINT BEING ON THE NORTH LINE OF THE 130 FOOT WIDE STRIP OF LAND CONVEYED TO THE SCHOOL BOARD OF MARTIN COUNTY, FLORIDA, AS MENTIONED IN THAT CERTAIN WARRANTY DEED RECORDED IN OFFICIAL RECORD BOOK 494, PAGE 2683 OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA;

THENCE SOUTH 89°57'57" EAST ALONG SAID NORTH LINE, A DISTANCE OF 100.08 FEET TO A POINT BEING ON A LINE LYING 100.00 FEET EAST OF AND PARALLEL WITH (AS MEASURED AT RIGHT ANGLES) THE WEST LINE OF THE EAST ONE- HALF (E 1/2) OF SAID SECTION 17 AND THE POINT OF BEGINNING;

THENCE NORTH 02°15'47" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 3,840.97 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 4,683.75 FEET, A CENTRAL ANGLE OF 08°22'46" FOR A DISTANCE OF 684.99 FEET TO A POINT BEING ON A LINE LYING 50.00 FEET EAST OF AND PARALLEL WITH (AS MEASURED AT RIGHT ANGLES) SAID WEST LINE OF THE EAST ONE-HALF (E 1/2) OF SAID SECTION 17;

THENCE NORTH 02°15'47" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 317.64 FEET TO A POINT BEING ON THE NORTH LINE OF THE NORTHEAST ONE-QUARTER (NE 1/4) OF SAID SECTION 17, ALSO BEING THE SOUTH LINE OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF SECTION 8, TOWNSHIP 39 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA; THE PRECEDING THREE (3) COURSES AND DISTANCES BEING COINCIDENT WITH THE EASTERLY RIGHT-OF-WAY LINE FOR PRATT & WHITNEY ROAD AS DESCRIBED IN OFFICIAL RECORD BOOK 111, PAGE 556, OFFICIAL RECORD BOOK 111, PAGE 551, OFFICIAL RECORD BOOK 111, PAGE 546 AND DEED BOOK 42, PAGE 524 OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA;

THENCE SOUTH 89°59'32" WEST ALONG SAID NORTH LINE, A DISTANCE OF 30.03 FEET TO A POINT BEING ON A LINE LYING 20.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE EAST ONE-HALF OF SECTION 8, TOWNSHIP 39 SOUTH,

RANGE 41 EAST, MARTIN COUNTY, FLORIDA, ALSO BEING THE EAST LINE OF THE 40 FOOT WIDE POSTED AND VIEWED RIGHT-OF-WAY FOR KANSAS AVENUE BY THE DECLARATION OF THE COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, DATED SEPTEMBER 5, 1923;

THENCE NORTH 01°58'42" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 834.99 FEET TO A POINT BEING ON A LINE LYING 834.49 FEET NORTH OF AND PARALLEL WITH (AS MEASURED AT RIGHT ANGLES) THE SOUTH LINE OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF SAID SECTION 8;

THENCE NORTH 89°59'32" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 2,218.93 FEET TO A POINT BEING ON THE WESTERLY RIGHT-OF-WAY LINE FOR THE SUNSHINE STATE PARKWAY (FLORIDA TURNPIKE) AS DEPICTED ON THE RIGHT-OF-WAY MAP FOR THE SUNSHINE STATE PARKWAY AS PREPARED BY SMITH & GILLESPIE, CONTRACT NUMBER 5.1, SHEET 4 OF 6, DATED JUNE 15, 1955;

THENCE SOUTH 22°15'27" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 665.97 FEET TO A POINT BEING ON THE EAST LINE OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF SAID SECTION 8;

THENCE SOUTH 03°46'16" WEST ALONG SAID EAST LINE, A DISTANCE OF 218.59 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 8, ALSO BEING THE NORTHEAST CORNER OF SAID SECTION 17;

THENCE SOUTH 00°42'48" WEST ALONG THE EAST LINE OF SAID SECTION 17, ALSO BEING THE EAST LINE OF TRACTS 1, 8, 9 AND 16, TROPICAL FRUIT FARMS, SECTION 17, TOWNSHIP 39 SOUTH, RANGE 41 EAST, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGE 6, OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA, A DISTANCE OF 4,841.57 FEET TO A POINT BEING ON THE NORTH LINE OF SAID 130 FOOT WIDE STRIP OF LAND CONVEYED TO THE SCHOOL BOARD OF MARTIN COUNTY, FLORIDA AS MENTIONED IN THAT CERTAIN WARRANTY DEED RECORDED IN OFFICIAL RECORD BOOK 494, PAGE 2683 OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA;

THENCE NORTH 89°57'57" WEST ALONG SAID NORTH LINE, A DISTANCE OF 2,536.54 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN MARTIN COUNTY, FLORIDA. CONTAINING 13,982,792 SQUARE FEET/321.00 ACRES MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS, AND RIGHTS-OF-WAY OF RECORD.

**EXHIBIT B**

**OWNERSHIP CERTIFICATION**

I, Tyson Waters, Esq., a member of the Florida Bar, hereby certify that the record title to the property described in Exhibit A to the Planned Unit Development Zoning Agreement dated the \_\_\_\_\_ day of \_\_\_\_\_, 2021 by and between Christ Fellowship Church, Inc. and MARTIN COUNTY, is in the ownership of Christ Fellowship Church, Inc.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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Name: Tyson J. Waters  
Fox McCluskey Bush  
Robison, PLLC  
Address: 3461 SE Willoughby Blvd.  
Stuart, Florida 34994  
Florida Bar # 486566

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## **EXHIBIT C**

### **UNITY OF TITLE**

The undersigned, being the OWNER of the property described in Exhibit A, to the Planned Unit Development Zoning Agreement (PUD) dated the \_\_\_\_\_ day of \_\_\_\_\_, 2021, between Christ Fellowship Church, Inc., and COUNTY, does hereby covenant and agree that: (i) the property described in Exhibit A shall be held under single ownership, and shall not be transferred, conveyed, sold or divided in any unit other than in its entirety; provided, however that individual subdivision lots or fully constructed condominium units, if any, may be conveyed to individual purchasers in accordance with and subject to the terms and conditions of the PUD Agreement.

In addition, the following conveyances shall be permitted:

1. If the PUD is designed and planned to be developed in phases or portions of phases, and each phase or portion of a phase complies with the requirements contained within the PUD Agreement, then each phase or portion of phase may be conveyed separately upon final site plan and plat approval of that phase or portion of a phase.
2. Common elements, common open areas and developed recreation areas, if any, may be conveyed to a property owners' association or other legal entity so long as such conveyance shall be subject to the express restriction that the subject property will never be used for any purpose other than as common elements, common open areas or developed recreation areas as applicable.
3. Other portions of the subject property may be conveyed and used or maintained by governmental, environmental, charitable or other organizations or agencies for such purposes as the Board of County Commissioners of Martin County, Florida may deem appropriate.

Nothing herein contained shall limit, in any manner, the undersigned, or their successors or assigns, to mortgage or encumber the property or any part thereof.

The undersigned further agrees that the conditions, restrictions and limitations contained herein shall be deemed a covenant running with the land and shall remain in full force and effect and be binding on the undersigned, its successors and assigns, until such time as the same may be released in writing by the Board of County Commissioners of Martin County, Florida.

The undersigned further agrees that this instrument may be recorded in the public records of Martin County, Florida.

IN WITNESS WHEREOF, the OWNER hereto has executed these presents on the dates indicated below.

**WITNESSES**

**OWNER**

Christ Fellowship Church Inc, a Florida Not-for-Profit Corporation

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

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

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

Stephen Austin, Director  
5343 Northlake Blvd.  
Palm Beach Gardens, FL, 33418

STATE OF FLORIDA

COUNTY OF MARTIN

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2021, by Stephen Austin, Director of Christ Fellowship Church, Inc., a Florida Not-for-Profit Corporation, on behalf of the company, to me known to be the person described herein and who executed the foregoing instrument and acknowledged before me that he executed same.

WITNESS my hand and official seal in the County and State last aforesaid this \_\_\_\_ day of \_\_\_\_\_, 2021.

(NOTARIAL STAMP)

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

**EXHIBIT D**

**MASTER SITE PLAN**

See approved Master Site Plan on following page(s).

*(to be added upon approval)*

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## **EXHIBIT E**

### **TIMETABLE FOR DEVELOPMENT**

- A. This development shall be constructed in accordance with this timetable of development. This development shall be constructed in phases in accordance with the attached phasing plan, attached as Exhibit E.1.
- B. Final site plan approval for all phases of the Highpointe development plan must be obtained within five (5) years of the master site plan approval.
- C. Construction of each phase must be completed within two (2) years of final site plan approval for that phase.
- D. The development of Highpointe must be completed within seven (7) years of approval of the master site plan approval.
- E. Highpointe development phases shall be sequentially completed and shall be self-supportive prior to proceeding to the next phase. The core infrastructure improvements, consisting of the required stormwater management system, the appropriate NPDES components, stabilized roadways, and adequate fire protection must be completed before issuance of building permits. All required improvements within a phase, including but not limited to roads, sidewalks, stormwater and drainage facilities, utilities, landscaping, recreational amenities and those identified on the final site plan for the applicable phase, must be substantially completed, as determined by the County Engineer, prior to the issuance of any certificate of occupancy for such phase and prior to the timetable set forth below.

**EXHIBIT E.1**

**PHASING PLAN**

See approved Phasing Plan on following page(s).

*(to be added upon approval)*

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**EXHIBIT F**  
**SPECIAL CONDITIONS**

1. **COMPLIANCE REQUIREMENTS**

The Highpointe PUD shall comply with all requirements of the Martin County Comprehensive Growth Management Plan. Unless specifically provided for within this PUD Agreement or set forth on the master site plan. The Highpointe PUD shall comply with all requirements of the General Ordinances and Land Development Regulations of the Martin County Code.

2. **USES AND DEVELOPMENT STANDARDS**

A. Except as provided for within this PUD Agreement or as set forth on the master site plan, the requirements of Article 3, Land Development Regulations, Martin County Code, and specifically the RE-1A zoning district shall apply to that portion of the development of the Highpointe PUD, which has an Estate Density Land Use Designation.

B. The following development standards will apply to the residential development lots within the Highpointe PUD:

- i. Minimum Building front setback: 20'
- ii. Minimum Building rear setback: 10'
- iii. Minimum Building side setback: 5'
- iv. Minimum lot depth: 120'
- v. Minimum lot width: 40'
- vi. Accessory structures shall have a minimum rear setback of 5 feet.

C. Signage.

All signage shall be permitted through the building permit process pursuant to Division 16, Article 4, MCLDRs, if and as may be required by the MCLDRs. In addition to such signage permitted by MCLDRs, the following signage shall be permitted within the Highpointe PUD:

- i. Up to ten (10) wayfinding signs to guide vehicles and pedestrians to locations throughout the development, including, but not necessarily limited to, model homes, sales center, amenities (e.g. recreation center), campground site and student school

bus pickup location. Such signage may be located at the front entrance drive and elsewhere within the development outside of any public right-of-way. Each sign may be no greater than 13" x 15" in size.

ii. Up to five (5) temporary marketing related signs providing information about the development, which signage may be located along Pratt Whitney Road. Such signage shall be located on the Highpointe PUD property and located outside of the right-of-way. Each sign may be no greater than 84" x 48" in size. All marketing signage shall be removed within three (3) months of the issuance of the last certificate of occupancy for a unit.

iii. Up to six (6) temporary banner signs advertising the project, which signs may be located at or around the front entrance into the project. Each sign may be no greater than 60" x 30" in size. All marketing signage shall be removed within three (3) months of the issuance of the last certificate of occupancy for a unit.

iv. One (1) sign advertising the recreation center, which sign may be located within twenty (20) feet of the right-of-way at or adjacent to the recreation center parcel. Such sign may be no greater than 84" x 48" in size.

v. One (1) primary subdivision entry monument sign to be located within the Pratt Whitney right-of-way at the entrance of the Project. Such entry sign shall be no greater than thirty-six (36) square feet in size. The entry signage may be double-sided. The elevations and dimensions of such subdivision entry monument sign shall be as shown on Exhibit "G."

### 3. DRAINAGE AND STORMWATER MANAGEMENT

A. It shall be the OWNER'S sole responsibility to obtain the necessary drainage and stormwater management permits from the South Florida Water Management (SFWMD). In no event shall COUNTY bear the responsibility for aiding the OWNER in obtaining permits from the SFWMD or funding the improvements necessary to develop the Highpointe PUD

B. In order to ensure that the PUD's drainage and stormwater management system functions as designed and permitted in perpetuity, OWNER shall maintain the PUD's drainage and stormwater management system according to the Stormwater Management System

Maintenance Plan to be submitted with final site plan application. The Maintenance Plan will provide that OWNER shall be responsible for performing the specific inspections and maintenance operations on the stormwater management system on-site and off-site as approved by the COUNTY at final site plan approval in order to assure it functions as intended and as approved by COUNTY. Neither COUNTY nor the SFWMD shall have any responsibility in maintaining the system.

4. EMERGENCY, CONSTRUCTION, AND DELIVERY ACCESS

Any emergency, construction, and delivery access shall be provided at all times. The OWNER shall secure the emergency, construction, and delivery access in a manner acceptable to the COUNTY. If gates are featured, knock switches, or locks, are required.

5. ENDANGERED SPECIES

A. In the event that it is determined that any representative plant or animal species of regional concern is resident on or otherwise is significantly dependent upon Highpointe PUD, the OWNER shall cease all activities which might negatively affect that individual or population and immediately notify Martin County, the Florida Fish and Wildlife Conservation Commission (FFWCC) and U.S. Fish and Wildlife Services (USFWS). Construction may resume when proper protection, to the satisfaction of all agencies, is provided by the OWNER.

B. Gopher Tortoises – In Florida, gopher tortoises are protected as a Threatened Species. No land clearing or construction within a phase shall occur until all tortoises within that phase which will be impacted are relocated to upland preservation areas or off-site. A certified environmental professional will supervise clearing in the areas of the gopher tortoise burrows. Tortoises inhabiting burrows in areas to be developed will be captured and relocated using methodology approved by the Florida Fish and Wildlife Conservation Commission and conducted by an environmental professional 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, either on-site or off-site. Once the tortoise(s) have been safely relocated, equipment operations can resume.

C. Endemic Species – All gopher tortoise relocation efforts will include trapping of endangered endemic species that may live in the burrow.

D. 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. Every attempt shall be made to relocate the tortoises within the project site or Martin County.

6. EXISTING CHURCH STRUCTURE

The existing Christ Fellowship Church site on the central west side of the Highpointe PUD area, approved in 2017 under the Martin County project number C148- 001, will remain and will be fully incorporated into the PUD. The community will have access to the church site for worship services, but access will be restricted by gates during non-regularly scheduled church activities in order to prohibit through traffic. The Christ Fellowship Church will be buffered from the surrounding residential areas to ensure religious services and events do not interfere with the residents.

7. FIRE PROTECTION

Compliance with all other provisions of the National Fire Protection Association is required. Specifically, stabilized roads and fire protection shall be completed before issuance of building permits pursuant to NFPA 241. Hydrants shall be located within 500 feet of each residential building.

8. HAULING OF FILL

The OWNER agrees not to haul any fill off of the site of the Highpointe PUD, unless incidental to land development work, and to coordinate with the County Engineer the routes and timing of any fill to be hauled to the site of this project. The OWNER shall also comply with all COUNTY excavation and fill regulations.

9. IRRIGATION

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

10. LANDSCAPING

Landscaping within this PUD will comply with the regulations of the Martin County Land Development Regulations, Article 4, Division 15 – Landscaping, Buffering and Tree Protection, except as otherwise provided for in this document or the Master Site Plan.

To serve the development, excluding the area provided for single-family lots and preservation areas, 1 tree shall be provided per 3,000 square feet of the development area. In addition to this requirement, and prior to a certificate of occupancy, one street tree shall be provided for each single-family lot to meet the tree planting requirements for the construction of single-family homes found in Article 4, Division 15, LDR, Martin County Code.

To increase public benefit and comply with sustainable design standards, the street trees are placed 8' away from curb/pavement as shown on the typical section. If street trees are too close to utilities, tree root barriers will be provided to those trees that are planted closer than 6 ft distance from each other.

Existing native vegetation shall be maintained as native landscaping areas adjacent to the existing preservation areas in the southwest area of the development. These natural landscape areas, also identified as 80- & 50-foot buffers, are intended to offer public benefit by providing a natural area to provide privacy from SW Bulldog Way.

The OWNER shall provide additional littoral zones and upland transitional areas, as and where shown on the Master Site Plan as further environmental benefits.

To increase public benefit and comply with sustainable design standards, the street trees are placed 8' away from curb/pavement as shown on the typical section. As for the 40ft lots, if trees are too close to utilities, tree root barriers will be provided to those trees that are planted closer than 6 ft distance from each other. Furthermore, we are no longer proposing a meandering sidewalk. The new proposed sidewalk is shown in 3' off the property line in the 50' right-of-way typical detail section. Not only does the 50' right-of-way provide additional room for the trees, but it was also increased along with a 3' landscape easement to further promote the health and longevity of the street trees.

#### 11. TEMPORARY MODELS

Model units, including Model Park #1 (Lots 9-13) and Model Park #2 (lots 1-8), with interim necessary access road, parking and utilities, including fire water flow, will be allowed on-site for purposes of sales presentation. Model units must be consistent with the approved master site plan and may be approved prior to the final site plan approval. The location and number, not to exceed

thirteen (13), shall be mutually agreed upon by the OWNER and the Growth Management Department Director. Models may be used for the sale of residential units within the PUD until such time as the last residential unit is issued a certificate of occupancy. A final site plan approval will be required prior to building permit application for model units, consistent with Section 10.13.C., LDR, Martin County, Fla. (2019). Model Row will be constructed prior to any production homes and will utilize the necessary water, sewer and road infrastructure during Phase 1. The plat will be recorded, and Certificate of Occupancy will be issued for Model Homes prior to Certificate of Completion for the community.

12. RECREATION AREAS

The Highpointe PUD will include a recreation area for the community residents. This amenity center may include, but will not be limited to, the following uses: Swimming pools, sport courts, plazas, cabanas, meeting spaces, grills, and other amenities.

13. PRESERVE AREAS

No construction or alteration shall be permitted within any of the preserve areas except in compliance with a Preserve Area Management Plan approved by COUNTY. The precise location of all the preserve areas shall be staked and surveyed prior to final site plan approval and shall be fenced prior to and during construction. A Preserve Area Management Plan amendment will be approved with the Master Site Plan approval.

14. SCHOOL IMPACT

The OWNER shall obtain a letter of “No Objection” from the Martin County School Board prior to final site plan approval for any residential units within the Highpointe PUD.

15. SOIL EROSION AND SEDIMENTATION

Site clearing and vegetation removal shall be phased in accordance with the approved final site plan. Construction practices such as seeding, wetting, and mulching which minimize airborne dust and particulate emission generated by construction activity shall be undertaken within thirty (30) days of completion of work. The slopes of constructed lakes from the top of the bank to the control water elevation (landward edge of littoral zone) shall be stabilized and/or sodded to the satisfaction of the Engineering Department upon completion of the lake construction.

16. TEMPORARY CONSTRUCTION OFFICE

The OWNER may establish and maintain on the property a temporary construction office in a

location approved by the Growth Management Department Director during the period that the property is being developed and until three (3) months following the issuance of the last certificate of occupancy for a unit. A bond for the removal of the construction office shall be supplied to the COUNTY.

17. TEMPORARY SALES OFFICE

The OWNER may establish and maintain on the property a temporary sales office in a location approved by the Growth Management Department Director during the period that the property is being developed and until three (3) months following the issuance of the last certificate of occupancy for a unit. A bond for the removal of the construction office shall be supplied to the COUNTY.

18. TIME SHARING AND INTERVAL OWNERSHIP PROHIBITED

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

19. TRAFFIC IMPACTS

Main access to and from Highpointe will be provided from SW Pratt Whitney Road. A secondary access will be available from Bulldog Way for emergency vehicles and residents whose homes are located closer to the southern end of the site. The Operation 300 campground will not be accessible from within the PUD, but will instead be reachable through Kansas Avenue, located north of the property boundary. Per the traffic impact analysis, the trips created by this development will not cause levels of service to fall below acceptable levels in the future, and the project is deemed consistent with transportation concurrency requirements.

20. WATER AND WASTEWATER

Water and wastewater services for this project shall be provided by Martin County Utilities. OWNER shall provide an executed copy of an agreement for each phase for such service within sixty (60) days of final site plan approval of that phase. For water conservation, OWNER shall individually meter each unit and/or supporting structure.

21. RETENTION OF NATIVE VEGETATION

Clearing of native vegetation shall be limited to that which is shown on the approved clearing plan for Highpointe PUD.

22. SUSTAINABLE DESIGN STANDARDS

The following sustainable standards have been incorporated into the design of the Master/Final site plan for the Highpointe PUD. Further refinements of these standards and the specific implementation thereof shall be incorporated into the final design of the development and compliance with such standards shall be demonstrated.

A. Every effort shall be made to provide monuments, focal points and places for gathering within the community, such as the gazebos indicated on the Master Site Plan.

B. "Streetscaping", including shade trees along walkways and the access roads, shall be added to avoid the "sea of asphalt" and "line of cars" affect and to provide a more meaningful balance between green spaces and dwellings, as further defined below. Street trees are considered part of the essential infrastructure of the development. Therefore, street trees are to be maintained in perpetuity by the HOA as a condition of approval of this PUD. Street trees that consist of *Quercus virginiana* shall be provided along roadways in a manner that will maintain their long-term survival and health for perpetuity. These shade trees shall be protected and maintained to avoid future conflicts with structures and utilities. Practices to be employed include canopy pruning to promote good structure and growth as well as root pruning and buried root barriers as specified on approved plans to protect sidewalks, driveways, utilities and valley gutters. Infrastructure, sidewalks and structures shall be remedied by their replacement, relocation or use of alternative sidewalk materials, root pruning, root barrier installation, and/or sidewalk relocation in lieu of street tree removal. Street tree removal and mitigation shall only be considered as a last resort to remove diseased trees or trees critically damaged by weather, storm, fire or other natural causes. Any replacement trees that may be authorized in the future due to necessary tree removal shall consist of a live oak (*Quercus virginiana*) at least fourteen (14) feet tall with a 3-inch diameter at breast height or as may be authorized by the Growth Management Department.

The addition of sustainable design features beyond what is indicated on the Master Site Plan shall be considered consistent with the Master Site Plan and shall not require an amendment to the PUD Agreement.

### 23. PUBLIC BENEFITS

A. The OWNER shall provide the following public benefits as part of the Highpointe PUD:

i. At no cost to the COUNTY or Operation 300, prior to the issuance of any building permit for the PUD, OWNER shall convey to Operation 300 the twenty (20) acre parcel

shown on the master site plan as the "Operation 300 Parcel." Such Operation 300 Parcel shall be a separate tract of land and included on the first final site plan shall be dedicated on the plat of the PUD to Operation 300. Uses on the Operation 300 Parcel may include, but are not necessarily limited to, camping, fishing, archery, canoeing, horseback riding, campfires, hiking, sporting events, and other similar uses consistent with use of the property as a recreational campground, including structures supporting such uses (e.g. cabins, barns, multi-purpose facilities, offices, etc.). Use of the Operation 300 Parcel for firearm training, tractor pulls or automobile races is strictly prohibited.

ii. At no cost to the COUNTY, the OWNER shall provide an additional 24.35 acres of upland preservation and wetland buffer area within the PUD. At its expense, the OWNER shall own and be responsible in perpetuity for the maintenance of the upland preserve and wetland buffer areas; provided, however, that upon the creation of the ASSOCIATION, as required under this PUD, the OWNER shall convey and assign all such ownership and maintenance responsibilities of the upland preserve and wetland buffer areas to the ASSOCIATION.

iii. The OWNER shall construct a secondary, emergency access between the Property and South Fork High School, as and where shown on the master site plan. At its expense, the OWNER shall own and be responsible in perpetuity for the maintenance of the secondary emergency access on the Property; provided, however, that upon the creation of the ASSOCIATION, as required under this PUD, the OWNER shall convey and assign all such ownership and maintenance responsibilities of the secondary emergency access to the ASSOCIATION.

iv. In consideration of the modifications to the sign regulations as permitted in this PUD, and other benefits granted herein, the OWNER, prior to the first \_\_\_\_\_, shall provide the COUNTY with a payment of \$25,000, which funds are intended to offset a portion of the milling and re-surfacing of Bulldog Way when such work is, or may be, required in the COUNTY's sole discretion.

v. The OWNER shall provide additional preserve areas, trees and landscaping, as and where shown on the Master Site Plan and/or landscape plan approved as part of this Highpointe PUD.

vi. The OWNER shall provide additional littoral zones and upland transitional areas, as and where shown on the Master Site Plan, as further environmental benefits.

B. The above listed public benefits are offered and exchanged in consideration of the benefits granted herein to the OWNER and the Highpointe PUD.

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**Exhibit “G”**  
**Preserve Area Management Plan**  
**(to be added upon approval)**

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