

**FIRST AMENDMENT TO DEVELOPMENT AGREEMENT BETWEEN MARTIN
COUNTY AND MASTER DEVELOPER FOR
NEWFIELD**

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT BETWEEN MARTIN COUNTY AND MASTER DEVELOPER FOR NEWFIELD (“Amendment”) is made this ____ day of _____, 2023, by and between **MARTIN COUNTY**, a political subdivision of the State of Florida (“COUNTY”), and _____ (“MASTER DEVELOPER”), having a mailing address of _____.

RECITALS

WHEREAS, the County has determined it is in the best interest of the public to utilize the site reserved for a stormwater treatment area for environmental purposes, such as the placement, storage, grading, and management of excavated materials such as muck, soils, sediments, and related byproducts to benefit the Saint Lucie River.

NOW THEREFORE, in consideration of the mutual covenants hereinafter contained and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

1. **Recitals.** The foregoing Recitals are true and correct and are hereby incorporated into this Amendment.

2. **PUBLIC FACILITY ADEQUACY AND CAPACITY RESERVATION FOR DEVELOPMENT.** Section 7.0, Public Facility Adequacy and Capacity Reservation for Development is hereby amended as follows:

B. Open Space/Conservation Lands

1) Prior to the issuance of a building permit for the twenty-fifth (25th) residential dwelling unit within the Project, MASTER DEVELOPER shall provide public access to open space and conservation lands within the Project by establishing a minimum of three (3) trailheads. The location of the trailheads shall be subject to approval by COUNTY. If construction is not completed within the timeframe established, no additional building permits will be issued within the Project until the construction is complete.

2) MASTER DEVELOPER shall identify 125 acres to be used by COUNTY for environmental purposes, including but not limited to the placement, storage, grading, and management of excavated materials such as muck, soils, sediments, and related byproducts (“Environmental Parcel”). ~~design, obtain all necessary permits for, and construct a stormwater treatment area utilizing the ±125 acres depicted on the NRP as the C-23 Water Treatment Area (hereinafter the “Stormwater Treatment Area” or “STA”). The STA will be designed to~~

~~minimize or reduce nutrient pollution in the C-23 Canal by redirecting water from upstream of the spillway that is located adjacent to the Project through the STA prior to discharge into the C-23 Canal downstream of the spillway. The STA will be utilized solely for the treatment of canal water and shall not be utilized to satisfy the stormwater treatment requirements of the Project. The STA may be used for recreational activities that do not interfere with the functionality and maintenance of the system, as determined by COUNTY. The design of the STA shall be submitted to COUNTY for review and approval.~~

3) Prior to the issuance of a building permit for the seven-hundredth (700th) residential dwelling unit, MASTER DEVELOPER shall convey the Environmental Parcel to the COUNTY ~~obtain all necessary approvals for construction of the STA.~~

~~4) Construction of the STA shall be completed prior to the issuance of a building permit for the two thousand five hundredth (2,500th) residential dwelling unit. If construction is not completed within the timeframe established, no additional building permits will be issued within the Project until the construction is complete.~~

5) The open space/conservation land impact fees due and owing for residential dwelling units within the Project shall be allocated as follows:

a) At the time of issuance of each building permit for a residential dwelling unit within the Project, forty percent (40%) of the open space/conservation land impact fee attributable to the subject unit, as established by the impact fee schedule in effect at the time, shall be credited to MASTER DEVELOPER for establishment of the trails and trailheads as set forth herein; and

b) The remaining sixty percent (60%) of the open space/conservation land impact fee attributable to the subject unit, as established by the impact fee schedule in effect at the time, shall be credited to MASTER DEVELOPER for the Environmental Parcel design, permitting, and construction of the STA as set forth herein.

~~6) Management and maintenance of the trailheads and STA shall be determined pursuant to a separate agreement between COUNTY and MASTER DEVELOPER.~~

7) Prior to the issuance of the fiftieth (50th) building permit for a residential dwelling unit within the Project, MASTER DEVELOPER shall submit to COUNTY for review and approval the documents necessary to guarantee the preservation of all of the open space and conservation areas outside of the Primary Urban Service District within the Project, as shown on the NRP, in perpetuity by severing the development rights, placing open-space easements on the land, and recording those easements as legally binding deed restrictions. If documents are not submitted within the timeframe established, no additional building permits will be issued within the Project until the process is complete.

8) Three (3) preserve area maintenance plans (“PAMPs”) will be created within the Project. Prior to the submission of the first final site plan application for the Project, MASTER DEVELOPER shall file a permit application with the Florida Fish and Wildlife Conservation

Commission (“FFWCC”) to request establishment of a gopher tortoise receiver bank within the Project. MASTER DEVELOPER shall provide COUNTY with a copy of the application within thirty (30) days of submitting the application. It is COUNTY’S expectation that the gopher tortoise receiver bank application will, at a minimum, include the preserve area designated in PAMP 1. The application may also include the open space area outside of the Primary Urban Service District identified as PAMP 2, in order to maximize receiving capacity for gopher tortoises. Should FFWCC determine that the proposed receiver bank area, PAMP 1 and any additional portion of the open space area, is not a suitable recipient site, then MASTER DEVELOPER shall evaluate alternative and/or additional areas based on habitat quality and potential gopher tortoise receiving capacity. It is the obligation of MASTER DEVELOPER to obtain a gopher tortoise receiver bank permit from FFWCC.

C. **Full Force and Effect.** Except as specifically amended hereby, the Development Agreement shall remain in full force and effect as originally written and are hereby in all respects ratified and confirmed.

D. **Conflicts.** In the event of any conflict between the terms of the First Amendment and the Development Agreement the terms of this First Amendment, the terms of this First Amendment shall control.

E. **Counterparts.** This Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute one instrument. An executed facsimile copy or e-mail delivery of a “.pdf” format data file shall be an acceptable form of acceptance of this Amendment, and shall be considered an original for all purposes

IN WITNESS WHEREOF, the parties hereto have executed and delivered this First Amendment effective the date indicated above.

