

APPROVED PUD AGREEMENT

APR 18 2025

PLANNED UNIT DEVELOPMENTZONING AGREEMENTGROWTH MANAGEMENT
DEPARTMENT

THIS AGREEMENT, entered into this 27TH day of JUNE, 1978, by and between RIDGEWAY MOBILE HOME SUBDIVISION, INC., a Florida corporation, hereinafter referred to as "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, it is the desire of the Developer to develop East Ridge Estates, a development consisting of one hundred forty-seven (147) single family homesites, forty-four (44) duplex sites, twenty (20) multi-family homesites, one (1) park of 4.13 acres, one (1) commercial area, and one (1) wellfield; which development is located in the Gomez Grant and embraces seventy-one and seventy-four one hundredths (71.74) acres, the legal description of which property is:

Those parts of Lots 107, 108, 109 and 110 of the plat of Gomez Grant, Plat Book B, Page 51, Dade, now Martin County, Florida, public records (9-13-1892), lying west of the westerly right-of-way line of State Road A-1-A, all real property in Martin County, Florida.

and;

WHEREAS, the zoning regulations of Martin County permit this type of integrated development subject to a P.U.D. Agreement, and;

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

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

1. Unity of Title. The Developer hereby warrants that it has unified ownership of all property included in this P.U.D. Documents evidencing title are attached hereto and incorporated herein as Exhibits "A" and "B".

2. Development. The Developer agrees that this P.U.D. will be undertaken and carried out in accordance with:

A. The preliminary and final development plans, as officially adopted;

B. The time table of development, as officially adopted;

C. All Martin County laws and ordinances in effect on the date of adoption of this original Agreement, January 5, 1976.

D. Such other conditions or modifications, mutually accepted and agreed upon, as may be attached to the P.U.D. district in the normal process of a zoning change;

THEREFORE:

1. The preliminary and final development plans as officially adopted.

All development of the P.U.D. should be in exact and complete accordance with the preliminary and final development plans attached hereto and incorporated herein as Exhibit "C".

COPY

2. The time table of development as officially adopted.

The time table of development as officially adopted by the County shall be strictly adhered to by the Developer. This time table is attached hereto and incorporated herein as Exhibit "D".

3. All Martin County laws and ordinances in effect on the date of adoption of this original Agreement, except as modified, January 5, 1976.

The Developer shall adhere to all Martin County laws and ordinances unless minor exceptions are noted herein.

4. Such other conditions or modifications as may be attached to the P.U.D. district in the process of a zoning change.

The Developer hereby agrees to the following conditions, which were adopted in the process of the zoning change, viz:

See Exhibit "E", attached

3. Destruction. In the event that all or a portion of the P.U.D. should be destroyed by storm, fire or other common disaster, the Developer, its assigns or heirs, shall have the right to rebuild and/or repair, so long as there is strict compliance with the final development plan.

4. Change or Amendment. There should at all times be a strict adherence to the final development plan. Any changes or amendments to su can only be made after review and approval by the Board of County Commissioners at a public meeting.

5. Breach of Agreement.

A. In the event that the Developer has not sought building permits for road and utility construction within six (6) months from the date of such approval, or has fallen behind the agreed development construction schedule by twelve (12) months or more, the Board of County Commissioners may serve notice to the Developer in writing, of the date and place of a public hearing on the P.U.D., at which time the Developer will be given an opportunity to explain the reasons for the scheduling delays and to propose a method of fulfilling his obligations under this Agreement. The Board may, at its discretion, allow the Developer time to demonstrate his willingness to meet the County's conditions.

B. If, at the end of a reasonable period of time, the Developer is clearly unable or unwilling to abide by this Agreement, or if the conditions of this Agreement have in some other manner been clearly violated, the Board of County Commissioners shall advertise for a public hearing on the P.U.D., the purpose of which shall be to cause the property to revert to its immediately pre-existing zoning classification.

C. In the event of such breach of this Agreement, and the reversion of the property to its prior zoning classification, no further building permits shall be issued to the Developer or to his successor as based upon the final development plan. Those portions of the property which may have buildings or structures constructed upon them in conformity with the final development plan shall thenceforth be regarded as nonconforming uses with respect to the revised zoning classification.

6. Jurisdiction. The parties hereto further agree that any and all suits or actions at law shall be brought and decided in Martin County and no other jurisdiction.

7. Successors and Assigns. This Agreement shall be binding upon parties hereto, their successors in interest, heirs, assigns and representatives.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

RIDGEWAY MOBILE HOME SUBDIVISION,

ATTEST:

Gerald W. Bobo
Gerald Bobo, Secretary

BY: Terry M. Keathley
TERRY M. KEATHLEY, V. PRESIDENT

MARTIN COUNTY, FLORIDA

BY: William G. Myers
WM. G. MYERS, CHAIRMAN
BOARD OF COMMISSIONERS
AFFIRMED AS TO FORM AND CORRECTNESS:

John T. Carmody Jr.
JOHN T. CARMODY JR.
County Attorney

Louise V. Issacs
LOUISE V. ISSACS
CLERK OF CIRCUIT COURT
STATE OF FLORIDA
COUNTY OF MARTIN

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Terry M. Keathley and Gerald W. Bobo, well known to me to be the VPresident and Secretary respectively of the corporation named as Developer in the foregoing P.U.D. Agreement, and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 27th day of June, 1978.

(NOTARY SEAL)

Nancy P. Orndorff
Notary Public

My commission expires:
Notary Public, State of Florida
My Commission Expires June 23, 1981
Bonded By American Fire & Casualty Company.

SCHEDULE OF EXHIBITS

- Exhibit A: Unity of Title
- Exhibit B: Deed to Property
- Exhibit C: Preliminary Plans for Development of East Ridge Estates
- Exhibit D: Development Time Table
- Exhibit E: Conditions Adopted in Process of Zoning Change

EXHIBIT "A"

UNITY OF TITLE

In consideration of the issuance of a permit to RIDGEWAY MOBILE HOME SUBDIVISION, INC., a Florida corporation, for the construction of East Ridge Estates, a planned unit development in Martin County, Florida and for other good and valuable considerations, the undersigned hereby agrees to restrict the use of the following described lands in Martin County, Florida, to wit:

Those parts of Lots 107, 109, 109, and 110 of the plat of Gomez Grant, Plat Book B, Page 51, Dada, now Martin County, Florida, public records (9-13-1892), lying west of the westerly right-of-way line of State Road A-1-A, all real property in Martin County, Florida.

in the following manner;

1. That said property shall be considered as one plot and parcel of land, and that no portion of said plot and parcel of land be sold, transferred, revised or assigned separately, except in its entirety as one parcel of land, provided, however, that individual platted lots, singularly or in blocks, may be conveyed.
2. All rights of way will be conveyed to Martin County,
3. Ordinance 25 will not apply to said property.
4. The undersigned further agrees that this condition, restriction and limitation shall be deemed a covenant running with the land, and shall remain in full force and effect, and be binding upon the undersigned, its successors and assigns, until such time as the same may be released in writing by the Board of County Commissioners, or the last platted lot is conveyed.
5. The undersigned further agrees that this instrument may be recorded in the public records of Martin County, Florida.

Signed, sealed, executed and acknowledged on this 27th day of JUNE, 1978, at HOBE SOUND, Florida.

Witnesses:

RIDGEWAY MOBILE HOME SUBDIVISION

BY: Terry M. Keathley
TERRY M. KEATHLEY, V-Pres.

ATTEST: Gerald W. Bobo
GERALD W. BOBO, SECRETARY

STATE OF FLORIDA
COUNTY OF MARTIN

I HEREBY CERTIFY that on this day personally appeared before me, undersigned officer duly authorized by the laws of the State of Florida take acknowledgements, Terry M. Keathley and Gerald W. Bobo, as V-Pres. and Secretary respectively of the corporation named above and acknowledge that they executed the above and foregoing, as officers for and on behalf said Ridgeway Mobile Home Subdivision, Inc., after having been duly authorized to do so.

WITNESS my hand and official seal at HOBE SOUND, Martin County Florida, this 27th day of JUNE, 1978.

(NOTARY SEAL)

Gerald W. Bobo
Notary Public
My commission expires _____

104955

WARRANTY DEED

Harold L. Keathley and Mary G. Keathley, his wife, the Grantors, in consideration of the sum of \$10.00 received from Ridgeway Mobile Home Subdivision, Inc., a Florida corporation, the Grantor of Ridgeway Mobile Home Subdivision, RD #1, Hobe Sound, Florida 3 hereby, on this 18th day of February, A. D. 1969, convey to the Grantee the real property in Martin County, Florida, described as:

Lots 1-A, 1-B, Lots 15 to 20 inclusive, Block C; Lots 21 and 25 to 27 inclusive, Block D; Lots 1 to 3 inclusive, and the South Half of Lot 4, Lots 9, 17 to 20 inclusive, Lots 23 and 24, and Lots 33 to 42 inclusive, Block E and Lots 1 to 6 inclusive and Lots 8 to 26 inclusive, Block F, of Plat No. 1, Ridgeway Mobile Home Subdivision, according to plat thereof filed 30 April 1965, recorded in Plat Book 4, page 41, Martin County, Florida, public records; Subject, however, to the restrictions and limitations as set forth in Official Record Book 165, page 520, Martin County, Florida, public records; and, Zoning Regulations and reservations of record. And,

That certain tract of land designated as "Park" on said plat. And,

Start at the intersection of the Easterly right of way of U. S. Highway No. 1 and the Westerly extension of the Northerly right of way of Eighth Street, shown on the plat of Gomez Grant & Jupiter Island, Plat Book 1, page 80, public records of Palm Beach County, Florida; thence by curve to the North and West, of radius 5829.65 feet, whose back tangent bears South 38° 51' 08" East, run along the arc, of said Easterly right of way of U. S. Highway No. 1, a distance of 343.79 feet through a central angle of 3° 22' 44"; thence continuing along said Easterly right of way, run North 42° 13' 52" West a distance of 780.29 feet to the point of beginning; thence continue to run North 42° 13' 52" West a distance of 562.76 feet; thence run North 68° 52' 38" East a distance of 1788.24 feet to the point of intersection with a line that is 400 feet Westerly of, and parallel to the Westerly right of way of Third Avenue of said plat of Gomez Grant & Jupiter Island; thence run South 21° 07' 22" East, along this lastly said line, a distance of 525 feet; thence run South 68° 52' 38" West a distance of 1585.57 feet to the point of beginning; Subject, however, to all reservations, easements, rights of way and zoning regulations of record; Together with all easements of record thereunto belonging or in anywise appertaining. And,

This instrument was prepared by:-
FRANK L. DYER, Attorney
P. O. Drawer 477-Arthur Dehon Bldg.
Stuart, Florida 33494

BOOK 246 PAGE 491

EXHIBIT B

All of the Northerly 390.00 feet of Lot 110 (as measured at right angles from the North line of said Lot 110) of the plat of Gomez Grant & Jupiter Island, Plat Book 1, page 80, Palm Beach County, Florida, public records, lying Westerly of State Road 11A, excepting therefrom the Westerly 144.00 feet of said Lot 110, containing 8.0 acres, more or less. Together with the Water Plant and well system located thereon; and, the water system located in and serving Ridgeway Mobile Home Subdivision, Plat No. 1.

All of the property hereinabove described being Subject, however, to all easements, reservations, rights of way and zoning regulations of record.

The consideration in this deed is the same as the consideration in that certain warranty deed recorded in Official Record Book 241, page 387, Martin County, Florida, public records.

and covenant that the property is free of all encumbrances except that certain purchase money mortgage dated 30 December 1968 and recorded in Official Record Book 241, page 389, Martin County, Florida public records, in the principal sum of \$172,000.00, which the Grantor herein, assumes and agrees to pay, that lawful seisin of and good right to convey that property are vested in the Grantors, and that the Grantors hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever.

Signed in the presence of:

[Signature]

[Signature] (SEA)
Harold L. Keathley
[Signature] (SEA)
Mary G. Keathley

STATE OF FLORIDA)
COUNTY OF MARTIN)

I HEREBY CERTIFY, That on this day, before me, a Notary Public duly authorized in the State and County named above to take acknowledgments, personally appeared Harold L. Keathley and Mary G. Keathley, his wife, to me known to be the persons described in and who executed the foregoing instrument and acknowledged before me that they executed

WITNESS my hand and official seal in the County and State named above this 18th day of February, A. D. 1969.



Notary Public

Notary Public, State of Florida at Large
My Commission Expires Feb. 5, 1972
Printed by American Bar & Company Co.

199423

WARRANTY DEED

Muriel L. Robidoux and William A. Robidoux, her husband, the Grantors, in consideration of the sum of \$10.00 received from Ridgeway Mobile Home Subdivision, Inc., a Florida corporation, the Grantee, of 101 Ridgeway Drive, Hobe Sound, Florida 33455, hereby, on this 31st day of July, A. D. 1973, convey to the Grantee the real property in Martin County, Florida, described as:

Lot 107, lying West of State Road 41A, according to plat of Gomez Grant and Jupiter Island, West of River, as recorded in Plat Book 1, page 80, Palm Beach County, Florida, public records; Subject, however, to all reservations, easements, restrictions, limitations and zoning regulations of record.

and covenant that the property is free of all encumbrances, that lawful seisin of and good right to convey that property are vested in the Grantors, and that the Grantors hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever.

Signed in the presence of:

[Signature]
Robert C. [Signature]

[Signature] (SEAL)
Muriel L. Robidoux
[Signature] (SEAL)
William A. Robidoux

STATE OF FLORIDA)
COUNTY OF MARTIN)

I HEREBY CERTIFY, That on this day, before me, a Notary Public duly authorized in the State and County named above to take acknowledgments, personally appeared Muriel L. Robidoux and William A. Robidoux, her husband, to me known to be the persons described in and who executed the foregoing instrument and acknowledged before me that they executed it.

WITNESS my hand and official seal in the County and State named above this 31st day of July, A. D. 1973.

Notary Public

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES FEB. 6, 1976
I HAVE BEEN GENERAL INSURANCE UNDERWRITER

This instrument was prepared by—
HARRY F. DYER, Attorney
O. Box 177-Arthur
Suwan, Florida 33455

362 DEC 983



EXHIBIT B

199030

WARRANTY DEED

W. J. Leonard and Mary Mildred Leonard, his wife, the Granters, in consideration of the sum of \$10.00 received from Ridgeway Mobile Home Subdivision, Inc., a Florida corporation, the Grantee, of 101 Ridgeway Drive, Hobo Sound, Florida 33455, hereby, on this 31st day of July, A. D. 1973, convey to the Grantee the real property in Martin County, Florida, described as:

Parcel 1: Lots 106, 108 and 109, and Lot 110, less however, all of the Northerly 390.00 feet (as measured at right angles from the North line of said Lot.) Less, however, the Westerly 147.00 feet thereof, all lying West of State Road 11A, according to plat of Gomez Grant and Jupiter Island, West of River, as recorded in Plat Book 1, page 80, Palm Beach County, Florida, public records. And,

Parcel 2: That certain tract in Suburban Homes & Groves Subdivision, as in Plat Book 2, page 58, Martin County, Florida public records, described as:

Begin at the Northwest corner of Lot 18, thence run Easterly along the North line of said Lot 18 to the Northeast corner of Lot 17, thence run Southerly 400 feet to a point; thence run Westerly along a line parallel to the North line of said Lot 18, to a point in the Easterly right of way of U. S. Highway No. 1, thence run Northerly along the Easterly right of way line of U. S. Highway No. 1, to the point of beginning; Less, however, the following described parcel, to wit:

Commence at the Northeast corner of Lot 17, Suburban Homes & Groves Subdivision, as in Plat Book 2, page 58, Martin County, Florida, public records; thence run Southerly along the Easterly line of Lots 17 and 16, 375 feet to a point; thence run Westerly along a line parallel to the North line of Lots 17 and 18, a distance of 551.76 feet to a point; thence run Northerly on a line parallel to the Easterly line of said property, 375 feet to a point; thence run Easterly along the North line of Lots 18 and 17, 551.76 feet to the point of beginning. And,

Parcel 3: Begin at the Northwest corner of Lot 119, Plat of Gomez Grant and Jupiter Island, West of River, Plat Book 1, page 80, Palm Beach County, Florida, public records; thence run North $80^{\circ} 52' 38''$ East, a distance of 67.25 feet; thence run South $300^{\circ} 07' 16''$ East, a distance of 162.24 feet; thence run South $80^{\circ} 52' 38''$ West, a distance of 95.76 feet; thence run North $210^{\circ} 07' 22''$ West, a distance of 120 feet to the point of beginning; together with the Easterly one-half of abandoned Third Avenue, lying Westerly of said property. And,

Parcel 4: Start at the Northwest corner of Lot 119, Plat of Gomez Grant and Jupiter Island, West of River, Plat Book 1, page 80, Palm Beach County, Florida, public records; thence run South $210^{\circ} 07' 22''$ East, a distance of 164.66 feet; thence run South $60^{\circ} 52' 38''$ West a distance of 33.00 feet to a point on the Westerly right of way of abandoned Third Avenue and the point of beginning; thence continue to run South $60^{\circ} 52' 38''$ West a distance of 400.00 feet; thence run North $210^{\circ} 07' 22''$ West, a distance of 800.00 feet; thence run North 69°

This instrument was prepared by—
HARRY F. LYER, Attorney
P. O. Drawer 477-Arthur Deban Bldg
Orlando, Florida 32824

362 111 230

EXHIBIT B

52° 38" East, a distance of 339.64 feet to a point on the Westerly right of way of State Road 1A1; thence run South 300 07' 16" East, along said right of way, a distance of 2.30 feet; thence run South 210 07' 22" East, a distance of 797.73 feet to the point of beginning; together with the Westerly one-half of abandoned Third Avenue, lying Easterly of said property.

All of said property being subject to all reservations, easements, restrictions, limitations and zoning regulations of record.

and covenant that the property is free of all encumbrances, that lawful seisin of and good right to convey that property are vested in the Grantors, and that the Grantors hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever.

Signed in the presence of:

Maria F. Leonard

W. J. Leonard (SEAL)
W. J. Leonard

Mary Mildred Leonard

Mary Mildred Leonard (SEAL)
Mary Mildred Leonard

STATE OF FLORIDA)
COUNTY OF MARTIN)

I HEREBY CERTIFY, That on this day, before me, a Notary Public duly authorized in the State and County named above to take acknowledgments, personally appeared W. J. Leonard and Mary Mildred Leonard, his wife, to me known to be the persons described in and who executed the foregoing instrument and acknowledged before me that they executed it.

WITNESS my hand and official seal in the County and State named above this 31st day of July, A. D. 1973.

Notary Public



FILED FOR RECORD
MARTIN COUNTY, FLA.

1973 AUG 22 PM 2:04

LOUISE V. ISAACS
CLERK OF CIRCUIT COURT

362 PEE 909

NOTARY PUBLIC, STATE OF FLORIDA, COM. NO. 11227, EXPIRES 12/31/73, BONDED BY FLORIDA INSURANCE CO.

STATE OF FLORIDA
DOCUMENTARY STAMP TAX
330.00

FLORIDA
DOCUMENTARY STAMP TAX
124.30

EXHIBIT B

EXHIBIT C

Preliminary plans of Eastridge Estates are recorded in
P.U.D., Book 1 , Page 9 , Martin County, Florida,
Public Record.

EXHIBIT "D"

DEVELOPMENT TIME TABLE

1. Construction shall commence within one year from date of execution and delivery of the official P.U.D. zoning Agreement.
2. Completion shall be within four (4) years from date of commencement of construction.
3. The development shall be considered complete when all roads, utilities, bikepaths and other such improvements shown in Exhibit "C" are deemed complete by the project engineer.
4. Construction shall not be construed to mean actual structures upon each lot.

EXHIBIT "E1"

The Developer warrants the following:

1. Block A through F, inclusive, shall be developed in accordance with the attached Exhibit 1, being the existing Article XI (R-2A zone) of the Martin County Zoning Regulations, subject to any additional conditions of these P.U.D. exhibits.
2. Block G and H, shall be developed in accordance with the attached Exhibit 2, being the existing Article XV (R-2A zone), of the Martin County Zoning Regulations.
3. Block I, Lots 1-20, shall be developed in accordance with the attached Exhibit 3, being the existing Article XIX (R-3A zone) of the Martin County Zoning Regulations.
4. Bike paths will be built as according to "Exhibit C", this document.
5. All utilities shall be underground.
6. A berm, approximately four (4) feet above natural or finished grade shall be constructed along the westerly right-of-way line of State Road A-1-A. Appropriate fencing or landscaping will be provided in conjunction with the berm, and shown on the final plan.
7. Before commencement of building construction upon Lot 21, Block I, a commercial area, a site plan will be submitted to Martin County for review and approval as a P.U.D.
8. Donate to Martin County all right-of-ways as shown on "Exhibit C", this document.
9. Construct a bicycle path meeting county standards along 8th Street.
10. Fire hydrants will be shown on the final engineering plans extending toward Third Avenue.
11. The park, as shown on Exhibit "C", will be for the use of and benefit of the residents of Eastridge Estates. The fee title to the park area to be transferred to the Eastridge Estates Property Owners Association, Inc. upon completion of project, management of pool area to be retained by developer.

EXHIBIT "E2"

1. Accept into its road system, all rights of way as shown on "Exhibit C", this document.
2. Agrees that Ordinance 25, Martin County Code, shall not apply to this project.
3. Perform all services and functions normal to platted subdivisions.