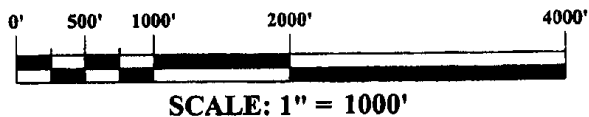


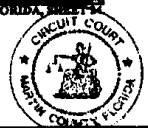
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NOT A SURVEY



SOURCE: SOIL SURVEY OF MARTIN COUNTY AREA, FLORIDA, SHEET 12

- LEGEND**
- 16 - OLDSMAR FINE SAND
  - 21 - PINEDA SAND
  - 38 - FLORIDANA FINE SAND, DEPRESSIONAL
  - 63 - NETTLES SAND
  - 66 - HOLOFAW FINE SAND
  - 68 - FITS



MARTIN COUNTY	SEC.	TWP.	R.	RLW JOB NO.:	DRAWING NAME:	DATE:	FIGURE:
FLORIDA	12	39S	40E	02-064	SOILS.DWG	JUNE 2002	4 OF 6

**RIVER MARINA  
PRESERVE AREA MANAGEMENT PLAN  
SOILS MAP**

**R. L. WEIGT**  
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DR BK 02011 PG 2712

Table 1. Soil Descriptions\*

Soil Name and Map Number	Brief Soil Description	Seasonal High Water Table		Permeability Rate		Degree and Kind of Limitation		Hydrologic Group	Mardin County Hydric Soil
		Depth (ft.)	Duration (mos.)	Depth (in.)	Rate (in/hr)	Dwelling without basement	Aquifer fed excavated Ponds (water mgmt)		
Oldsmar fine sand (16)	This soil is nearly level and poorly drained. It is on broad areas of the flatwoods. Slopes are smooth and range from 0 to 2 percent.	0 - 1.0	Jun - Feb	0 - 35 35 - 46 46 - 60	6.0 - 20 0.2 - 6.0 <0.2	Severe: wetness	Severe: slow refill, cutbanks cave	B/D	No
Pineda fine sand (21)	This nearly level soil is poorly drained and in low grassy flats. Slopes are smooth and less than 1 percent but range from 0-2 percent.	0 - 1.0	Jun - Nov	0 - 36 36 - 60 60 - 80	6.0 - 20 <0.2 2.0 - 6.0	Severe: floods, wetness	Severe: slow refill	B/D	No
Floridana fine sand, depressional (38)	This nearly level soil is poorly drained. It is in wet sloughs and depressions. Slopes are smooth to concave and range from 0 to 2 percent.	+2 - 1.0	Jun - Feb	0 - 15 15 - 27 27 - 50	6.0 - 20 6.0 - 20 <0.2	Severe: ponding	Severe: slow refill, cutbanks cave	B/D	Yes
Nettles sand (63)	This nearly level soil is poorly drained and on broad areas of flatwoods. Slopes are smooth and range from 0 to 2 percent.	0 - 1.0	Jun - Oct	0 - 5 5 - 32 32 - 51 51 - 80	6.0 - 20 6.0 - 20 <0.2 <0.6	Severe: wetness	Severe: slow refill	B/D	No
Holopaw fine sand (66)	This nearly level soil is poorly drained. It is in low, flat areas and poorly defined drainageways in the flatwoods. Slopes are smooth to concave and range from 0 to 2 percent.	0 - 1.0	Jun - Nov	0 - 42 42 - 60 60 - 80	6.0 - 20 2.0 - 6.0 6.0 - 20	Severe: wetness	Severe: cutbanks cave	B/D	No

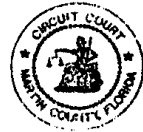


Table 1: Continued.

Pits (68)	Pits consists of open excavations from which soil has been removed.	---	---	---	---	---	---	---	---	No

\*Source: U.S. Department of Agriculture, Soil Conservation Service, Soil Survey of Martin County Area, Florida, March 1980.



OR BK 02011 PG 2714

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## 2.2 Habitats

### 2.2.1 Wetland Habitat

It is RLW's opinion that two (2) State [Florida Department of Environmental Protection (FDEP)] and/or Federally [U.S. Army Corps of Engineers (COE)] jurisdictional wetlands are present on the subject property (Figure 5). Neither FDEP nor COE staff personnel will conduct wetland jurisdictional determinations until a permit application from River Marina has been received by the agencies. All agency contacts with FDEP and COE personnel, along with their jurisdictional determinations, will be forwarded to Martin County to be made a part of this PAMP upon completion of field-reviews with staff members of the FDEP and COE.

The two (2) on-site wetlands consist of a freshwater marsh community. Vegetation includes Carolina willow (*Salix caroliniana*), wax myrtle, arrowhead (*Sagittaria lancifolia*), pickerel weed (*Pontederia cordata*), maiden-cane (*Panicum hemitomon*), sheathed flatsedge (*Cyperus haspan*), penny-wort (*Hydrocotyle* spp.), blue maiden-cane (*Amphicarpum muhlenbergianum*), and smartweed (*Polygonum densiflorum*).

As part of the River Marina project site development plan, no wetland impacts are proposed. A native 50' upland buffer will be provided around the perimeter of each on-site wetland community.

### 2.2.2 Upland Habitat

Upland habitat for the project site has been mapped according to the Florida Land Use, Cover, and Classification System (FLUCCS). The classifications used represent the closest facsimile possible to the natural community present. Classifications depicted on the FLUCCS Map (Figure 6) are described below.

### 2.2.3 Vegetation classifications

#### 2.2.3.1 411 - Pine flatwoods (+/- 23.72 acres)

Vegetation in this community consists of slash pine (*Pinus ellioti*), saw palmetto (*Serenoa repens*), cabbage palm (*Sabal palmetto*), grapevine (*Vitis* spp.), gallberry (*Ilex glabra*), Brazilian pepper (*Schinus terebinthifolius*), wire grass (*Aristida stricta*), rusty lyonia (*Lyonia ferruginea*), wax myrtle (*Myrica cerifera*), myrtle oak (*Quercus myrtifolia*), and common persimmon (*Diospyros virginiana*).

#### 2.2.3.2 422 - Brazilian pepper (+/- 0.82 acres)

This designation describes a disturbed area located along the eastern perimeter dominated by the invasive exotic, Brazilian pepper.

#### 2.2.3.3 640 - Freshwater marsh (+/- 1.63 acres)

This community consists of carolina willow (*Salix caroliniana*), wax myrtle, arrowhead (*Sagittaria lancifolia*), pickerel weed (*Pontederia cordata*), maiden-cane (*Panicum hemitomon*), sheathed flatsedge (*Cyperus haspan*), penny-

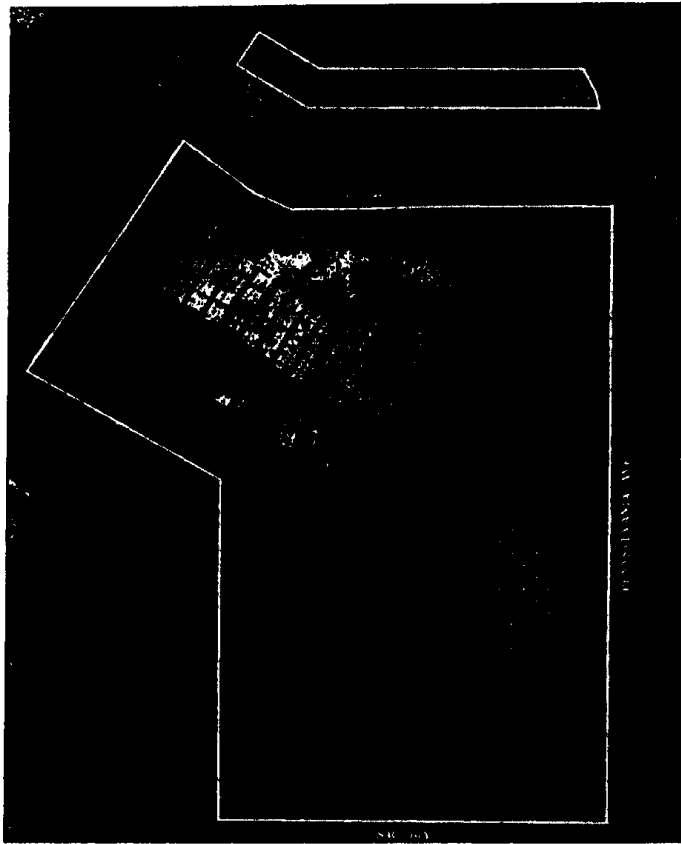
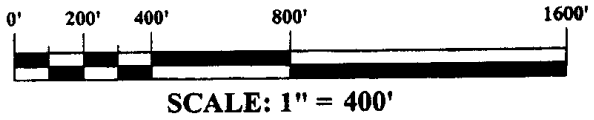


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NOT A SURVEY

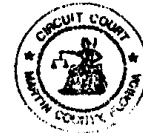


SOURCE: MARTIN COUNTY PROPERTY APPRAISER'S OFFICE, 3000 AERIAL PHOTOGRAPH

**LEGEND**

 - JURISDICTIONAL ISOLATED WETLAND (± 1.63 ACRES)\*

SITE SIZE = ±53.0 ACRES



\*NOTE: WETLANDS AS DELINEATED HAVE NOT BEEN FIELD VERIFIED BY STATE AND/OR FEDERAL AGENCIES. IT IS THE OPINION OF RLW THAT THE ON-SITE ISOLATED WETLANDS ARE NOT FEDERALLY JURISDICTIONAL.

MARTIN COUNTY	SEC.	TWP.	R.	RLW JOB NO.:	DRAWING NAME:	DATE:	FIGURE:
FLORIDA	12	39S	40E	02-064	WET.DWG	JUNE 2002	5

**RIVER MARINA  
PRESERVE AREA MANAGEMENT PLAN  
WETLAND LOCATION MAP**

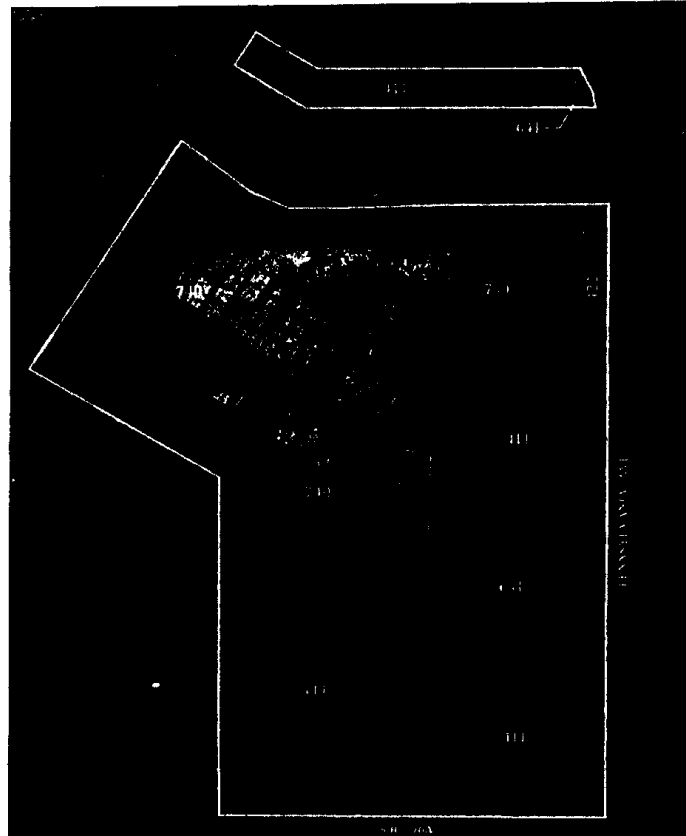
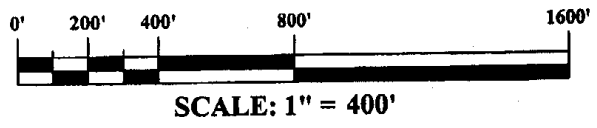
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NOT A SURVEY

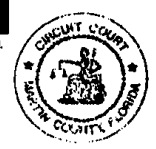


SOURCE: MARTIN COUNTY PROPERTY APPRAISER'S OFFICE, 2000 AERIAL PHOTOGRAPH.

**LEGEND**

- 411 - PINE FLATWOODS (±23.72 ACRES)
- 422 - BRAZILIAN PEPPER (±0.82 ACRES)
- 641 - FRESH WATER MARSH (±1.63 ACRES)
- 740 - ALTERED LAND (±26.83 ACRES)

SITE SIZE = ±53.0 ACRES



SOURCE: THE FLORIDA LAND USE COVER CLASSIFICATION SYSTEM, APRIL 1976

MARTIN COUNTY	SEC.	TWP.	R.	RLW JOB NO.:	DRAWING NAME:	DATE:	FIGURE:
FLORIDA	12	39S	40E	02-064	FLUCCS.DWG	JUNE 2002	6

**RIVER MARINA  
PRESERVE AREA MANAGEMENT PLAN  
VEGETATION (FLUCCS) MAP**

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DR BK 02011 PG 2717

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wort (*Hydrocotyle* spp.), blue maiden-cane (*Amphicarpum muhlenbergianum*), and smartweed (*Polygonum densiflorum*).

**2.2.2.4 740 - Altered Land (+/- 26.83 acres)**

This designation represents land previously altered and disturbed by the previous land use, an asphalt company (Dickerson Florida, Inc.). All native vegetation has been removed from this designation.

The River Marina project site will preserve a total of 5.93 acres of native upland habitat on-site. The on-site wetland areas will include a 50' native upland buffer.

**2.3 Listed Species Survey**

A complete listed species survey has been conducted for the project site by R.L. Weigt Environmental Consultants, Inc. (RLW) on 8 and 16 August 2001. The only listed species observed within the project boundaries is one (1) active gopher tortoise burrow. Refer to Figure 3.

**2.4 Location Map**

Refer to Figure 1 of Part I (2.0) Environmental Assessment.

**2.5 Previous Impacts**

Approximately 27.65 acres of land within the River Marina project site has been previously impacted. Approximately 26.83 acres have been altered and disturbed by the previous land use of the property. The site was previously used by Dickerson Florida, Inc., an asphalt company. All native vegetation within this area has been previously removed. Approximately 0.82 acres of land consists of Brazilian pepper. Refer to Figure 6, FLUCCS Map for location of the impacted areas.

**2.6 Agency Correspondence**

RLW has contacted and coordinated with the following State and Federal agencies: Florida Department of Environmental Protection (FDEP), U.S. Army Corps of Engineers (COE), Florida Fish and Wildlife Conservation Commission (FFWCC), and the State Historical Preservation Officer (SHPO) for historical and/or archaeological information pertaining to the site. Agency responses are located in Appendix A. As soon as agency wetland jurisdictions are conducted by FDEP and COE agency personnel, they will be forwarded to Martin County for inclusion in this PAMP.

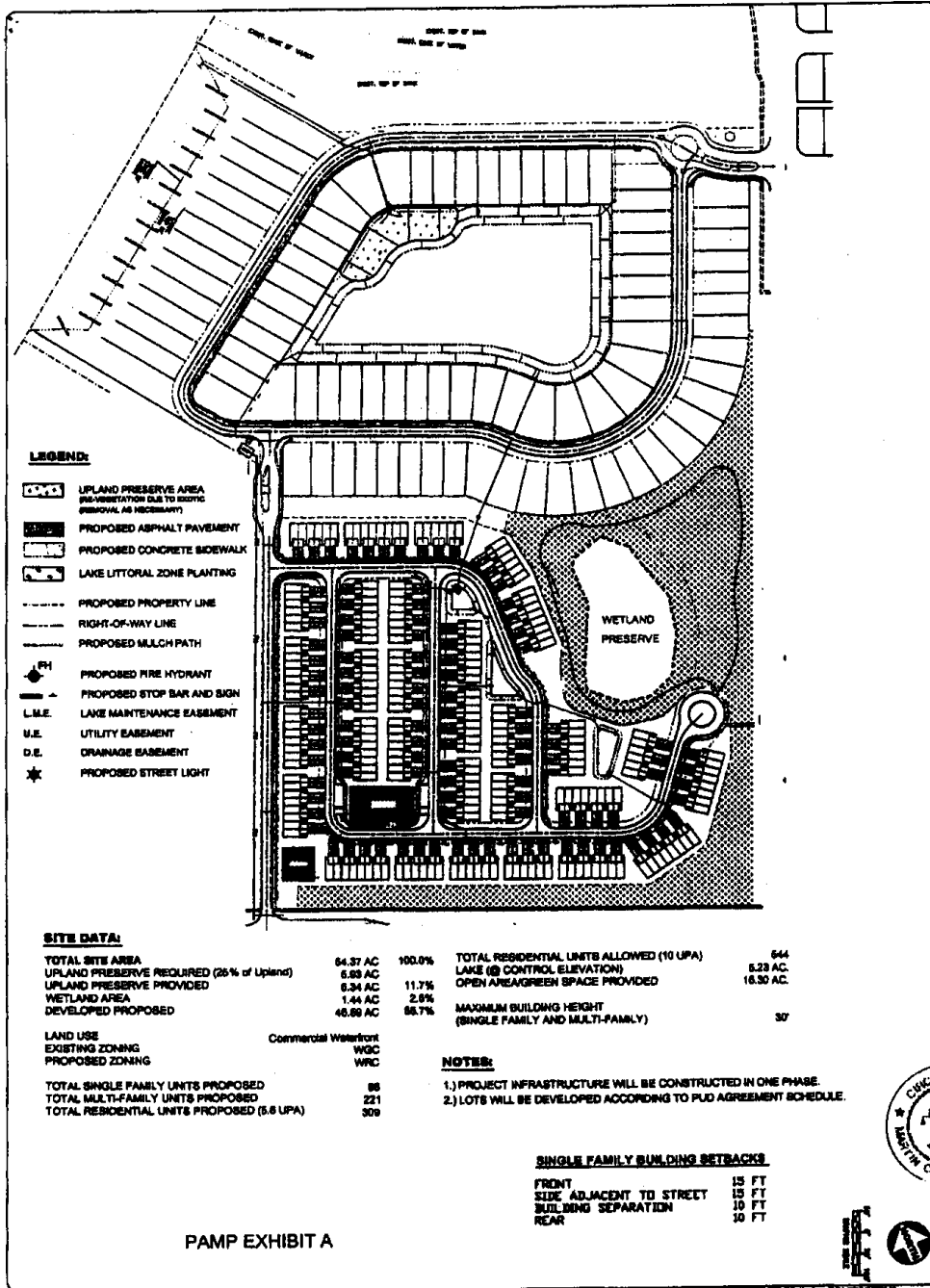
**3.0 DELINEATION OF PRESERVE AREAS**

For the purposes of this Plan, Preserve Areas shall be defined as Preserve Areas and shown on the *Site Plan for River Marina*, a reduced copy of which is attached hereto and made a part hereof as Exhibit "A." The plan shall include the acreage of the entire site and the acreage of the Preserve Area.

**3.1 The final Site Plan, including construction plans, are to be labeled with the O.R. Book and Page number where the Preserve Area Management Plan is recorded. All Preserve**



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**RIVER MARINA, PUD**  
 MARTIN COUNTY, FLORIDA

**MASTER FINAL SITE PLAN**

**SCALE**  
 1" = 100'

**DATE**  
 11/15/2011

**DESIGNER**  
 [Signature]

**CHECKED BY**  
 [Signature]

**APPROVED BY**  
 [Signature]

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areas are to be labeled: "PRESERVE AREA - NOT TO BE ALTERED WITHOUT WRITTEN PERMISSION OF THE MARTIN COUNTY ENVIRONMENTAL PLANNING ADMINISTRATOR."

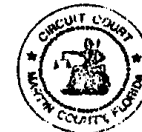
4.0 SURVEY REQUIREMENTS

All Preserve Areas shall be surveyed and staked based on the approved *Site Plan for River Marina*, a reduced copy of which is attached hereto and made a part hereof as Exhibit "A". No plant material shall be removed from the Preserve Areas to facilitate surveying, fencing or soil boring sampling without prior permission from a Environmental Planner.

4.1 BARRICADING REQUIREMENTS - placement and removal prior to clearing, the developer shall ensure that all Preserve Areas and wetlands are protected with physical barriers during all clearing and construction activities in accordance with the following guidelines. Barricades be inspected by County staff prior to work approval. Removal of the barricade materials must be done upon issuance of the final certificate of occupancy with authorization from appropriate County staff.

- a) Barricades (not including turbidity screens) must be high-visibility orange safety fence with a final height of at least 4 feet above the ground. Barricades shall not be attached to vegetation.
- b) All barricades and turbidity screens must be upright and maintained intact for the duration of construction.
- c) Where areas are proposed for clearing (i.e. building envelope, utilities, drainage, road right-of-way, etc.) the bright orange barricades must be offset at least 10 feet outside the Preserve Area or placed at the dripline of the canopy trees, whichever is greater.
- d) All native vegetation (not slated for removal as part of the development plans) shall be retained in their undisturbed state and will be barricaded at or outside the dripline of the trees.
- e) Cut or fill must meet existing grade without encroaching into Preserve Areas.
- f) Wetlands shall be protected from possible surface water runoff by the placement of silt screens, hay bales or other turbidity control measures, at or beyond the delineation line prior to construction.

**CONTRACTORS PLEASE NOTE:** Failure to comply with these guidelines will be considered a violation of the site plan approval. Further work on the project may be stopped until compliance with the barricade guidelines is achieved, and the applicant or developer may be brought before the Code Enforcement Board or the Environmental Control Hearing Board.



**4.2 BOUNDARY MARKERS - signs**

Preserve Areas shall be posted with permanent signs (boundary markers) approved by the Martin County Environmental Planner to indicate that a Preserve Area exists within or adjacent to the lot. Boundary marker signs will be required to be in place prior to issuance of a building permit for construction on the lot as set forth in Part II of this Plan.

**5.0 PROHIBITED ACTIVITIES**

Prohibited activities in the 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 recreational vehicle and off road vehicle use; 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.

5.1 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 25 feet of any Preserve Areas and shall be removed upon completion of construction work.

5.2 Buildings proposed to be located adjacent to Preserve Areas shall be set back a minimum of 10 feet to allow for construction and maintenance without encroaching into the preserve. All other structures (e.g. pools, sheds, decks, fences) shall be set back a minimum of 5 feet from the preserve area boundary.

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

*Access through wetland buffers to gain water access as provided by the Comprehensive Growth Management Plan must be noted on approved site plans/plats. If such access easements are provided, they must be referenced in this section.*

**6.0 RESTORATION & MAINTENANCE ACTIVITIES**

Except for approved restoration & maintenance activities, Preserve Areas shall be left undisturbed.

6.1 All maintenance of Preserve Areas will be in accordance with this Preserve Area Management Plan for *River Marina*. Maintenance and management activities will be performed by or under the supervision of a qualified environmental professional. Maintenance and management activities must be approved by a Martin County Environmental Planner. The following activities may be allowed within the Preserve



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**Areas with prior written approval from the County Environmental Planner:**

- 1.) Exotic plant removal [see 6.2]
- 2.) Revegetation - planting native vegetation [see 6.3]
- 3.) Removal of dead, diseased, or safety hazard plant material [see 6.4]

- 6.2 Exotic Vegetation is a plant species designated on the approved list by the Board of County Commissioners. Exotic vegetation in Preserve Areas shall be removed by the least ecologically damaging method available. Such methods include hand pulling, hand spading, chain saw and/or treatment with an appropriate herbicide. Any exotic vegetation, which may be present in Wetland Preserve Areas, shall be treated with an appropriate herbicide. No debris such as plant clippings or wood scraps shall be allowed in the Preserve Areas.

Approximately 0.82 acres of land within the River Marina project is impacted with Brazilian pepper (*Schinus terebinthifolius*). Refer to Figure 6, FLUCCS map for location of the impacted area. Exotic species will be eradicated and treated with an approved herbicide to prevent further infestation. All exotic species will be removed within six to nine months of receipt of the first Building Permit. Exotic and invasive species will continually be eradicated in perpetuity, as required.

- 6.3 Any revegetation which might be necessary as a result of exotic vegetation removal or site construction activities shall consist of native plant species indicative of the existing plant community. This will ensure that the Preserve Areas maintain indigenous plant associations. Revegetation plans shall be submitted to a Martin County Environmental Planner for approval prior to implementation.

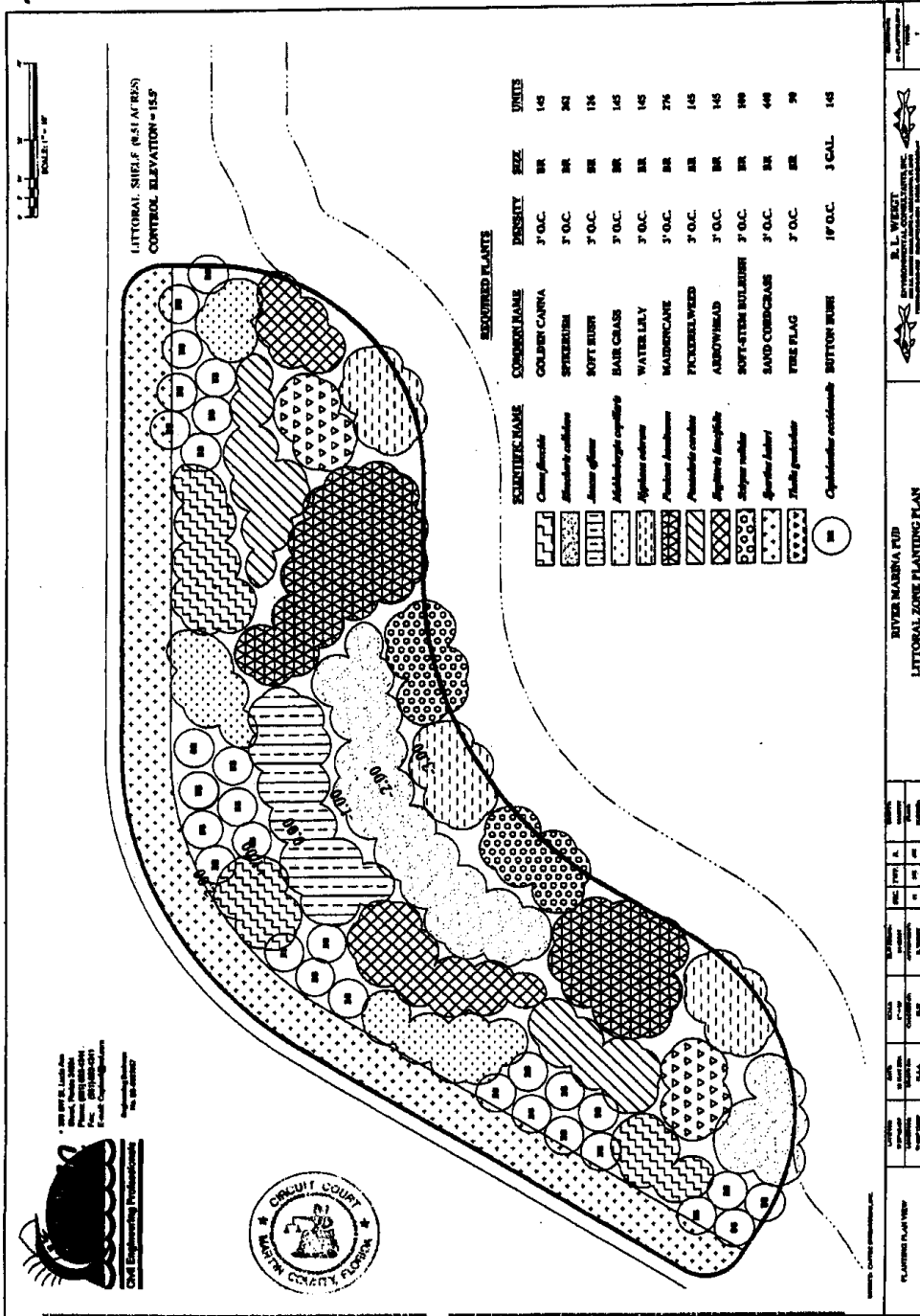
Refer to Exhibit A for location of lake littoral zone planting and native upland buffer areas. The lake littoral zone shall be planted according to the submitted River Marina PUD Planting Plan. A reduced copy of the planting plan is included as part of this PAMP in Figures 7 through 10. Figure 7 indicates the lake littoral zone planting plan view. Figure 8 shows a typical upland planting plan for the native upland habitat preserve areas. Any upland preserve areas revegetated due to exotic species removal shall be planted according to Figure 8. The lake littoral zone cross-section view is included on Figure 9 and the planting plan detail sheet is shown on Figure 10.

- 6.4 Dead or diseased plant material may be removed only upon a written finding by a Martin County Environmental Planner that the material creates a safety hazard to buildings within the fall zone of the material or the material does not add to the continued health of the Preserve Area. Revegetation may be required for any removed plant material.
- 6.5 Prescribed burns will be conducted by a certified burn manager who is also responsible for gathering all appropriate permits from State and local agencies.



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NOTE: THIS PLANTING PLAN REPRESENTS A TYPICAL SECTION 80' IN LENGTH BY 25' WIDE OR APPROXIMATELY 2,000 SQ. FT.



SCIENTIFIC NAME	COMMON NAME	SIZE	SPACING
<i>FINES ALLIOTII</i>	SLASH PINE	3 GALLON	6' O.C.
<i>ILEX CASSINE</i>	DABOON HOLLY	3 GALLON	6' O.C.
<i>SABAL PALMETTO</i>	CABBAGE PALM	3 GALLON	6' O.C.
<i>ILEX GLABRA</i>	GALLBERRY	1 GALLON	3' O.C.
<i>SERENOJA REPENS</i>	SAW PALMETTO	1 GALLON	3' O.C.
<i>AMPELOPSIS VITIFOLIOLA</i>	BLUE MAIDENHAIR	LINER	
<i>AMPELOPSIS VIRGINICUS</i>	BROOKSIDE	QUARTS	

\*GROUNDCOVER PLANT MIX

1. PLANTS NATIVE TO FLORIDA MAY BE SUBSTITUTED FOR THOSE LISTED, ACCORDING TO AVAILABILITY AND SIZE, WITH THE WRITTEN AUTHORIZATION OF THE AGENCIES AND THE ENVIRONMENTAL CONSULTANT.
2. LOCATION OF PLANTS MAY BE FIELD ADJUSTED IN ORDER TO PROVIDE THE BEST GROWING CONDITIONS.
3. PLANT MATERIAL SHALL BE INSPECTED BY THE ENVIRONMENTAL CONSULTANT PRIOR TO INSTALLATION.
4. ALL PLANTS SHALL BE INSTALLED IN HEALTHY AND VIGOROUS CONDITION, AND SHALL BE FREE OF WEEDS, DISEASE, AND INSECT PESTS, EGGS OR LARVAE.
5. CONTRACTOR IS RESPONSIBLE FOR THE PROPER WATERING AND FERTILIZATION OF THE INSTALLED PLANTS FOR A PERIOD OF NOT LESS THAN ONE (1) YEAR.
6. ROOT BOUND CONTAINER PLANTS WILL NOT BE ACCEPTED.

RIVER MARINA PUD  
PLANTING PLAN  
TYPICAL UPLAND PLANTING PLAN

MARTIN COUNTY  
FLORIDA

SEC. 12	TWP. 39S	R. 40E
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DATE: 21 SEPTEMBER 2004

DRAWING NAME:  
UP-PLANT.DWG

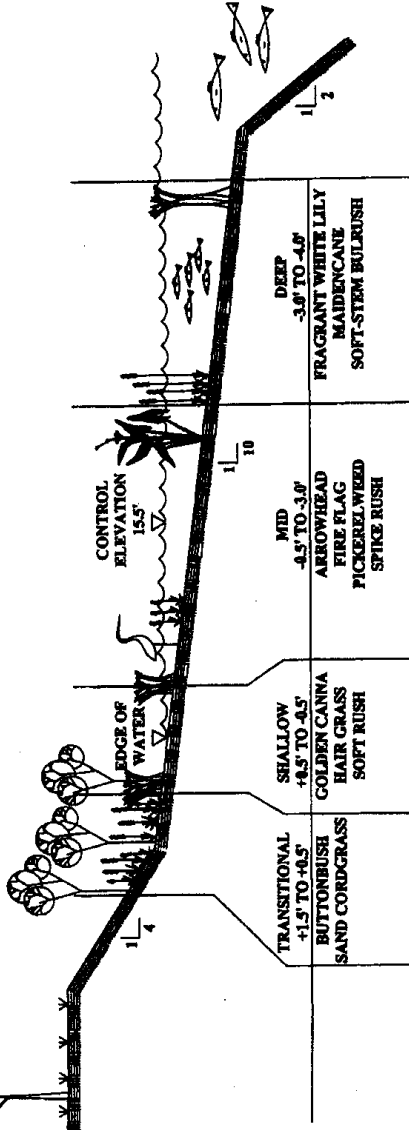
FIGURE:  
8

**R. L. WEIGT**  
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E-MAIL: rlw1@earthlink.net

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**GADECO**  
 Civil Engineering & Construction  
 1000 N. 1st St., Suite 100  
 Tallahassee, FL 32301  
 Phone: 904.209.1234  
 Fax: 904.209.1235  
 www.gadeco.com



**TYPICAL LITTORAL SHELF DETAIL**

NOTE:  
 LITTORAL SHELF PLANTINGS & CONSTRUCTION SHALL BE IN  
 ACCORDANCE WITH MARTIN COUNTY STANDARDS.



DATE	1/11/11	BY	GADECO	PROJECT	RIVER MANHOA FOD
REVISION		BY		DESCRIPTION	LITTORAL ZONE PLANTING PLAN
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
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6.6 Previous or potential drainage impacts, to the extent technically feasible, will be corrected. Water quality and the rate, timing, and volume of run-off should recreate natural conditions for the benefit of wetlands and recurring waters.

6.7 Wetlands on adjacent property shall also be protected from adverse impact.

7.0 **PROTECTIVE MEASURES FOR LISTED SPECIES**

A complete listed species survey has been conducted for the project site by R.L. Weigt Environmental Consultants, Inc. (RLW) on 8 and 16 August 2001. The only listed species observed within the project boundaries includes one (1) active gopher tortoise burrow. Refer to Figure 3. Complete methodologies are described in Part I, Section 2.0 of this PAMP.

7.1 Gopher tortoises are a protected species, (current designation is a species of special concern). Under Florida law, no person may take, possess, transport or sell a species of special concern. **NO LAND CLEARING OR CONSTRUCTION SHALL OCCUR UNTIL ALL TORTOISES WHICH WILL BE IMPACTED ARE RELOCATED TO UPLAND PRESERVATION EASEMENTS 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 following guidelines set forth in Section 7.3. Tortoise burrows may either be bucket trapped or excavated 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 a gopher tortoise be seen during the clearing and grubbing, all equipment operations will be stopped. The gopher tortoise(s) 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 include trapping for 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 corais couperi*).

7.3 **Relocation:** If the number of tortoises exceeds the carrying capacity of the remaining natural area, the Martin County Environmental Planner will be notified and provided a copy of the Gopher Tortoise Relocation Permit from the Florida Fish and Wildlife Conservation Commission. All relocations shall be carried out by an environmental professional 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.



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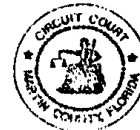
**8.0 MISCELLANEOUS PROVISIONS AND RESTRICTIONS**

- 8.1 Dust:** During construction, dust annoyance to adjacent property owners and Preserve areas shall be eliminated via application of water or other approved means.
- 8.2 Noise:** Noise resulting from project site construction shall not exceed the noise levels and other requirements stated in Martin County Ordinances.
- 8.3 Periodic Cleanup/Basic Site Restoration:** During construction, all accumulated debris and cleared vegetation will be removed from the project site on a regular basis, and as ordered by the Environmental Consultant and/or Project Engineer. **NO** construction debris or cleared vegetation shall be moved or stored within the on-site Preserve Areas.
- 8.4 Water Quality:** Turbidity curtains and erosion control structures will be installed around all Preserve Areas to prevent siltation and encroachment of turbid waters. All turbidity curtains and erosion control structures installed will be inspected by the Engineer and the Environmental Consultant prior to construction activities.
- 8.5 Chemical, Fuel, and Other Hazardous Materials:** All chemicals, fuel, and other hazardous materials used on-site during construction activities, whether herbicide, pesticide, solvent, or reactant of other classification, will be required to have Environmental Protection Agency (EPA) or Housing and Urban Development (HUD) approval. The handling, use, storage, and disposal of such materials, containers, or residues shall be in strict conformance with the manufacturer and or supplier's instructions. **NO** chemicals, fuel, or other hazardous materials will be stored within the Preserve Areas. A hazardous substance cleanup kit will be kept on-site during construction activities. **NO** chemicals, fuel, or other hazardous materials will be stored within twenty-five (25) feet of a preserve area.
- 8.6 Construction Equipment:** **NO** heavy equipment or construction equipment shall be stored, cleaned, repaired, or fueled in or within twenty-five (25) feet of a Preserve Area.

**9.0 TRANSFER OF RESPONSIBILITIES**

The developer will be responsible for all requirements of Part I of the Preserve Area Management Plan until such time as the developer transfers responsibility to the Association. 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 the *River Marina* to the property owners, whether the developer retains ownership of lots in the project or not, an environmental professional shall certify to Martin County in writing that the Preserve Areas are in full compliance with this Plan.

After transfer of responsibilities, funding for all maintenance and management programs will be the responsibility of all successors (*For example - the owners of the lots within the project if Preserve Areas are included as easements within lots*).



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The developer and/or successor shall be charged with maintaining the Preserve Areas in their existing natural condition and with the periodic removal of invading exotics particularly *Brazilian pepper (Schinus terebinthifolius)*.

## PART II. ANNUAL MONITORING REPORTS ON THE STATUS OF THE PRESERVE AREA.

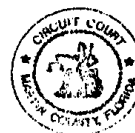
### 10.0 ANNUAL REPORTS

**Monitoring:** Annual monitoring and report writing is to be conducted by a qualified environmental professional and submitted under his/her signature to a Martin County Environmental Planner. The monitoring shall be conducted at the end of the wet season usually by November 30) and a report of the monitoring submitted within 30 days of the completion of the monitoring. Monitoring shall be done for a period of 5 years from the date of completion of the project or project phase encompassing the monitored area.

- a) *Reports should document vegetational changes including encroachment and/or over growth of noxious and exotic vegetation.*
- b) *Fixed-point panoramic photos of all Preserve Areas must be included in each report.*
- c) *The reports are to 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.*
- d) *The Annual Report must list any violation of the Preserve Area Management Plan and make recommendations and develop a schedule for remedial action along with any enhancement activities proposed for the coming year. Appropriate action including potential fines may result from failure to report violations.*

*If the project is regulated under the provisions of a wetland monitoring program required by South Florida Water Management District (SFWMD), then the County provisions for wetland monitoring will be met if the SFWMD requirements are met. However, the provisions for upland monitoring must comply with the provisions set forth in this section. The Environmental Planning Division of the Martin County Growth Management Department is to receive a copy of the wetlands monitoring report sent to the South Florida Water Management District.*

*After the initial 5-year monitoring period, the Preserve Areas can 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.*



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**10.1 INSPECTIONS**

**Martin County is authorized to inspect any County regulated site or appurtenance. Duly authorized representatives of Martin County may, at any time, and upon proper identification, enter upon and shall be given access to any premises for the purpose of such inspection.**

**PART III. VIOLATIONS AND ENFORCEMENT PROVISIONS**

**11.0 Martin County shall have the right to enforce the provisions of the Preserve Area Management Plan through any available administrative or civil proceeding, which may result in penalties. Appropriate restoration, 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 the appropriate section in Article 10 of the Martin County Land Development Regulations.**

Pursuant to Sections 4.343A, Land Development Regulations, Martin County Code:

*"It shall be unlawful to alter the approved slopes, contours, or cross-sections or to chemically, mechanically, or manually remove, damage, or destroy any plants in the littoral or upland transition zone buffer areas of constructed lakes except upon written approval of the Planning and Development Services Director, as applicable. It is the responsibility of the owner or property owners association, its successors or assigns to maintain the required survivorship and coverage of the reclaimed upland and planted littoral and upland transition areas to ensure on-going removal of prohibited and invasive non-native plant species from these areas" (Code 4.343.A.13, LDR).*

OR BK 02011 PG 2730



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# APPENDIX A

## Agency Contacts



RLW #02-064

A-1

Revised 28 October 2004

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**SOUTH FLORIDA WATER MANAGEMENT DISTRICT**

3001 East 19th Road, West Palm Beach, Florida 33406 • (561) 686-8800 • FL WAITS 1-800-432-2045 • TDD (561) 697-2574  
Mailing Address: P.O. Box 21680, West Palm Beach, FL 33416-0680 • www.sfwmd.gov

CON 24-06  
Environmental Resource Regulation  
Application Number 021014-6

December 16, 2002

Doreen J. Buffa  
R.L. Weigt Environmental Consultants, Inc  
8985 S.E. Bridge Road  
Hobe Sound, FL 33455

Subject: River Marina  
Martin County S12/T39S/ R41E

Dear Ms. Buffa:

The District offers the following in response to your request for a determination of wetland boundaries and other surface waters located within the subject property.

A site visit was conducted on November 20, 2002. Based on the site visit and other site information, this 62.5-acre site contains wetlands and other surface water as defined by Chapter 62-340 Florida Administrative Code (FAC). The yellow line on the attached aerial indicates the project boundaries. The areas considered wetlands are shown with yellow symbols on the aerial photograph. The Okeechobee Waterway is considered an other surface water. Please note that the shoreline of the southern parcel has been altered since the aerial photo was taken. The approximate shoreline as it exists today is shown in black.

This correspondence is an informal pre-application wetland determination pursuant to Chapter 373, Florida Statutes. It does not bind the District, its agents or employees, nor does it convey any legal rights, expressed or implied. Persons obtaining this informal pre-application wetland determination are not entitled to rely upon it for purposes of compliance with provision of law or District rules. A binding wetland determination may be obtained by petitioning the South Florida Water Management District for a wetland declaratory statement pursuant to FAC Rule 62-340 or by applying for an Environmental Resource permit.

A file has been set up at the West Palm Beach office with pre-application materials. If you have any further questions, please contact me at (561) 682-2065.

Sincerely,  
  
Mindy Parrott  
Environmental Analyst  
Natural Resources Management Division

Attachment (Aerial Photographs – 8 copies)

cc: Martin County Growth Management, ACOE- Stuart Regulatory Office



OR BK 02011 PG 2733

*GOVERNING BOARD*

Trudi K. Williams, P.E., *Chair*  
Lennart E. Lindahl, P.E., *Vice Chair*  
Renee Brooks-Thomson

Michael Collins  
Hugh M. English  
Gerardo B. Fernández

Patrick J. Gleason, Ph.D., P.G.  
Nicolas J. Gutiérrez, Jr., Esq.  
Harkley R. Thomson

*EXECUTIVE OFFICE*

Henry Dean, *Executive Director*

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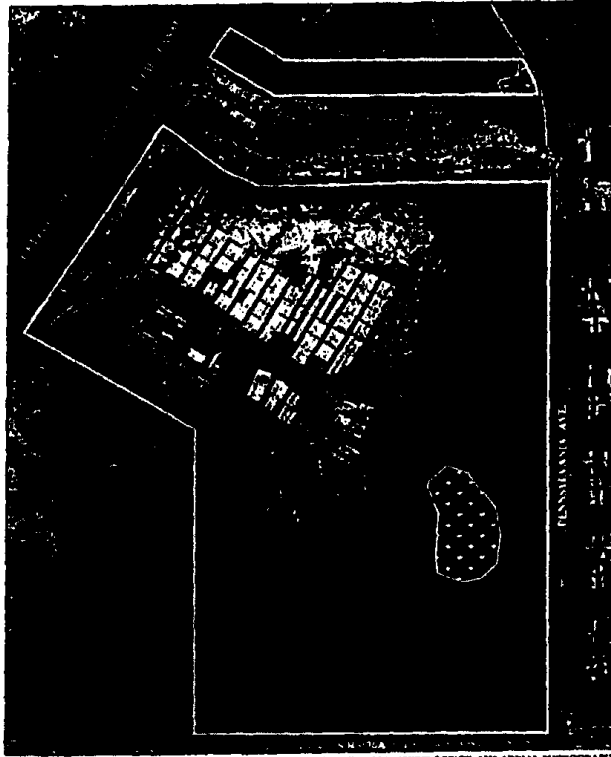
NOT A SURVEY



SCALE: 1" = 400'



North



SOURCE: MARTIN COUNTY PROPERTY APPRAISER'S OFFICE, 2000 AERIAL PHOTOGRAPH

LEGEND

- JURISDICTIONAL (ISOLATED WETLAND (± 1.63 ACRES))

SITE SIZE = 453.0 ACRES

MARTIN COUNTY	SEC.	TWP.	R.	RLW JOB NO.:	DRAWING NAME:	DATE:	FIGURE:
FLORIDA	12	39S	40E	02-064	SIGNOFF-SFWMD.DWG	NOVEMBER 2002	1 OF 1

SOUTH FLORIDA WATER MANAGEMENT DISTRICT  
WETLAND JURISDICTION

SIGNED BY:   
MINDY PARROT

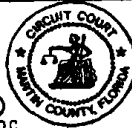
DATE: 20-NOV-2002

RIVER MARINA  
PRESERVE AREA MANAGEMENT PLAN  
WETLAND LOCATION MAP

STATE OF FLORIDA  
MARTIN COUNTY

R. L. WEIGT  
ENVIRONMENTAL CONSULTANTS, INC.  
8985 S.E. BRIDGE ROAD, SUITE A, HOBE SOUND, FL 33455  
PHONE: (561) 546-6255 FAX: (561) 546-2316 E-MAIL: rlw@edolphin.net

THIS IS TO CERTIFY THAT THE  
FOREGOING 32 PAGES IS A TRUE  
AND CORRECT COPY OF THE ORIGINAL.  
MARSHA EVANS, CLERK



BY:   
D.C.  
DATE: 05-02-05

THIS DRAWING, TOGETHER WITH THE COMPLETE AND DESIGN PRESENTED HEREIN, AS AN INSTRUMENT OF SERVICE, IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REVIEW BY A SURVEYOR OR ENGINEER OR OTHER PROFESSIONAL PERSON IS REQUIRED TO VERIFY THE ACCURACY OF THE INFORMATION AND DATA PROVIDED TO ALL. WEIGT ENVIRONMENTAL CONSULTANTS, INC.

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**EXHIBIT 6**  
PUD AGREEMENT

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**WHEREAS**, River Marina Homeowners Association, Inc., a Florida corporation not-for-profit, 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 RIVER MARINA PUD; and

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

**WHEREAS**, it is the desire of the COUNTY to encourage this form of development, to prevent and discourage urban sprawl, promote compatible, consistent, and effective usage of land within the COUNTY's primary urban services 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 the 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 approved by the COUNTY, a copy of which is attached hereto as Exhibit D and by reference made a part hereof. Approval of the

OR BK 01894 PG 2165



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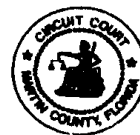
master site plan shall authorize the OWNER to submit the final site plans and subdivision plats in accordance with the terms and conditions of the approved master site plan. Approval of the master site plan by the COUNTY shall not constitute approval to build or construct any improvements, and is not 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.

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 Agreement, the approved master site plan, final site plans, and the subdivision plats, hereinafter sometimes collectively referred to as development orders.

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4. COMMON AREAS, COVENANTS, CONDITIONS AND RESTRICTIONS

- 4.1 The OWNER shall create a Declaration of Covenants, Conditions and Restrictions for RIVER MARINA, 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 plats. 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 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

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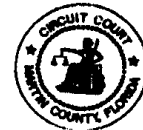
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areas, utilities or road rights-of-way to the public as are deemed necessary.

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 the 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 the 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 Planned Unit Development 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,

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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 above procedures . 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.

4.4 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.

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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 plans, and subdivision plats.

6. **CHANGE OR AMENDMENT**

There shall at all times be a strict adherence to the provisions of the Agreement and the approved development orders. Any change or amendment to the Agreement and/or the approved development orders shall only be made in accordance with Section 10.14, Changes and Amendments to Approved Development Orders, Land Development Regulations, Martin County Code.

7. **BREACH OF AGREEMENT**

7.1 Development of RIVER MARINA 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.

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

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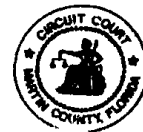
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has occurred, or that misrepresentation, fraud, deceit, deliberate error or omission, or a material omission that should have been disclosed regarding information required in a development application has occurred. In the event that such a complaint is filed, it shall be addressed as set forth in Section 10.8, Suspension of Development Orders for Failure to Comply, Land Development Regulations, Martin County Code.

7.3 In addition, pursuant to the provisions of Section 10.5.C., Termination of PUD Development Approval, Land Development Regulations, Martin County Code, at such time as the Board of County Commissioners becomes aware of a possible breach of the PUD Agreement, the Board may schedule a public hearing on reconsideration of the development approval and its possible termination. In the event that the Board determines that a breach of the PUD Agreement has occurred and voids the development order, the Board may initiate an amendment to the Comprehensive Growth Management Plan to cause the property to revert to its immediately pre-existing future land use designation or the most appropriate designation and rezone the property to a consistent zoning district. Following the termination of the PUD Agreement, all further COUNTY permitting associated with the voided approval shall cease.

7.4 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

OR BK 01894 PG 2171



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this Agreement.

8. JURISDICTION

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

9. SUCCESSORS AND ASSIGNS

This 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 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: River Marina Partners, LLC  
6823 Vista Parkway North  
West Palm Beach, Florida 33411

COUNTY: County Administrator  
Martin County  
2401 S.E. Monterey Road  
Stuart, Florida 34996

OR BK 01894 PG 2172



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With required copy to:

County Attorney  
Martin County  
2401 S.E. 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.

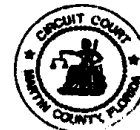
11. **ENTIRE AGREEMENT**

This 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 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 Agreement, or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable for the remainder of this Agreement, then the application of such term or provision to persons or circumstances

OR BK 01894 PG 2173



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other than those as to which its held invalid or unenforceable shall not be affected, and every other term and provision of this 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.

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

OWNER

Witnesses

Cheryl Y. Perry  
Name Cheryl Y. Perry

James N. Brown  
Name James N. Brown

River Marina Partners, LLC

By: [Signature]  
Its: Managing Member

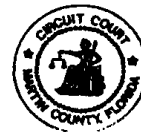
ADDRESS: 6823 Vista Parkway North  
West Palm Beach, Florida

33411

STATE OF FLORIDA  
COUNTY OF Palm Beach

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Chris A. Heme, Managing Member of River Marina Partners, LLC, a Florida limited liability company, on behalf of the Company, to me known to be the persons described herein and who executed the foregoing instrument and acknowledged before me that he executed same.

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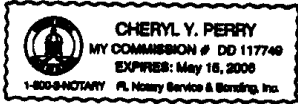


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27 WITNESS my hand and official seal in the County and State last aforesaid this day of January 2004.

(NOTARIAL STAMP)



Cheryl V. Perry  
Notary Public  
My commission expires: 5/16/2006

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Page - 12- of 29



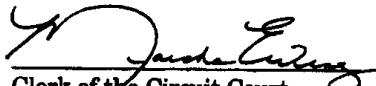
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COUNTY

ATTEST:

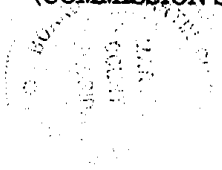
BOARD OF COUNTY COMMISSIONERS  
MARTIN COUNTY, FLORIDA

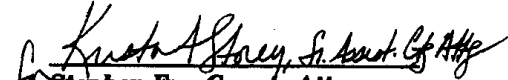
  
Clerk of the Circuit Court

By:   
Doug Smith, Chairman

APPROVED AS TO FORM AND  
CORRECTNESS:

(COMMISSION SEAL)



  
Stephen Fry, County Attorney

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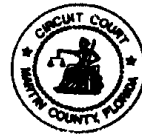
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**EXHIBIT A**  
**[LEGAL DESCRIPTION]**

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**LEGAL DESCRIPTION**

**PARCEL 1:**

ALL THAT PART OF ST. LUCIE FALLS, AS FILED JUNE 17, 1925, IN PLAT BOOK 12, PAGE 48, OF THE PUBLIC RECORDS OF PALM BEACH (NOW MARTIN) COUNTY, FLORIDA, LYING WESTERLY AND SOUTHERLY OF THE FOLLOWING DESCRIBED LINE: SAID LINE BEGINNING ON THE WESTERLY LINE OF LOT 35 OF BLOCK 4 OF SAID ST. LUCIE FALLS SUBDIVISION 10 FEET NORTHERLY OF SOUTHWESTERLY CORNER OF SAID LOT 35 AT A CONCRETE MARKER; THENCE PROCEED NORTHERLY ALONG THE WESTERLY LINE OF LOTS 35 AND 1 IN BLOCK 4, AND CONTINUING NORTHERLY ALONG THE WESTERLY LINES OF LOTS 24 AND 1 IN BLOCKS 11, 15, 23, 28 AND 37 AND CONTINUING NORTHERLY ALONG THE WESTERLY LINES OF LOTS 1 AND 19 OF BLOCK 40 AND THE CONTINUATION THEREOF FOR A DISTANCE OF 33.68 FEET NORTHERLY OF THE NORTHWESTERLY CORNER OF SAID LOT 1, BLOCK 40 TO A POINT OF CURVE TO THE WEST; SAID POINT OF CURVE BEING 2003.68 FEET NORTHERLY OF THE POINT OF BEGINNING AS MEASURED ALONG THE AFOREMENTIONED LOT LINES; THENCE CONTINUE NORTHWESTERLY FROM SAID POINT OF CURVE ALONG THE ARC OF A CURVE WITH A CENTRAL ANGLE OF 32-05'00", RADIUS OF 434.75 FEET, AND A TANGENT DISTANCE OF 125.0 FEET, FOR AN ARC DISTANCE OF 110.60 FEET TO A POINT; THENCE PROCEED WESTERLY ALONG A LINE PARALLEL TO AND 93.0 FEET NORTH OF THE NORTH RIGHT-OF-WAY LINE OF SEVENTH STREET AS SHOWN ON SAID ST. LUCIE FALLS PLAT FOR A DISTANCE OF 871.23 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF THE ST. LUCIE CANAL; THENCE PROCEED NORTHWESTERLY ALONG A LINE PERPENDICULAR TO SAID CANAL RIGHT-OF-WAY LINE FOR A DISTANCE OF 240 FEET, MORE OR LESS, THE EAST SHORE LINE OF THE ST. LUCIE CANAL.

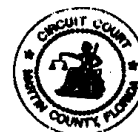
EXCEPTING THEREFROM: 1) LOT 7, BLOCK 1, ST. LUCIE FALLS, AFORESAID; 2) THAT PARCEL OF LAND PREVIOUSLY CONVEYED TO TRANS-STATE DREDGE COMPANY AS RECORDED IN OFFICIAL RECORDS BOOK 119, PAGE 29; 3) COUNTY ROAD RIGHT-OF-WAY AS RECORDED IN OFFICIAL RECORDS BOOK 110, PAGE 525; 4) STATE ROAD RIGHT-OF-WAY FOR STATE ROAD NO. 76A; 5) THE ARUNDEL CORPORATION PROPERTY AS IT IS SHOWN ON THE PLAT OF ST. LUCIE FALLS SUBDIVISION; 6) THAT PARCEL OF LAND CONVEYED TO FOSTER MARINE CONTRACTORS, INC. AS RECORDED IN OFFICIAL RECORDS BOOK 306, PAGE 421; 7) THAT PARCEL CONVEYED TO MARTIN COUNTY AS RECORDED IN OFFICIAL RECORDS BOOK 723, PAGE 1369; AND 8) THAT PARCEL CONVEYED TO SOUTH ATLANTIC EQUIPMENT COMPANY, A NORTH CAROLINA CORPORATION AS RECORDED IN OFFICIAL RECORDS BOOK 815, PAGE 1326.

FURTHER LESS AND EXCEPTING THEREFROM:

ALL LANDS LYING WESTERLY OF A LINE BEING THE SOUTHERLY PROLONGATION OF THE EASTERLY LINE OF TRANS-STATE DREDGING COMPANY PROPERTY, AS RECORDED IN OFFICIAL RECORDS BOOK 119, PAGE 29, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA, SAID LINE INTERSECTING A LINE 50 FEET NORTHERLY OF THE SOUTH LINE OF SECTION 12, TOWNSHIP 39 SOUTH, RANGE 40 EAST, MARTIN COUNTY, FLORIDA.

CONTAINING 2,368,194 SQUARE FEET OR 54.366 ACRES, MORE OR LESS.

P:\500\515\Martin County\Major Master\Legal Description parcel 1.doc



OR BK 01894 PG 2178

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**EXHIBIT B**

**OWNERSHIP CERTIFICATE**

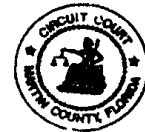
I, **Terence P. McCarthy**, a member of the Florida Bar, hereby certify that the record title to the property described in Exhibit A to the Planned Unit Development Zoning Agreement dated the 16<sup>th</sup> day of December, 2003, by and between RIVER MARINA PARTNERS, LLC and MARTIN COUNTY, is in the ownership of River Marina Partners, LLC.

Dated this 1<sup>st</sup> day of February, 2004.

*Terence P. McCarthy*

**Terence P. McCarthy**  
Florida Bar #168845

OR BK 01894 PG 2179



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**EXHIBIT C**

**UNIFIED CONTROL**

The undersigned, being the OWNER of the property described in Exhibit A, to the Planned Unit Development Zoning Agreement (PUD Agreement) dated the 16<sup>th</sup> day of December, 2003, between RIVER MARINA PARTNERS, LLC and MARTIN 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.

OR BK 01894 PG 2180



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

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

OWNER

Witnesses

[Signature]  
Name Cheryl V. Perry

[Signature]  
Name James N. Brown

River Marina Partners, LLC

By: [Signature]  
Its: Managing Member

ADDRESS: 6823 Vista Parkway North  
West Palm Beach, Florida  
33411

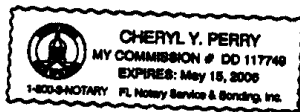
DATE: 1/27/04

STATE OF FLORIDA  
COUNTY OF Palm Beach

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Chris A. Hane, Managing Member of River Marina Partners, LLC, a Florida limited liability company, on behalf of the Company, to me known to be the persons described herein and who executed the foregoing instrument and acknowledged before me that he executed same.

27 WITNESS my hand and official seal in the County and State last aforesaid this day of January 2004.

(NOTARIAL STAMP)



[Signature]  
Notary Public  
My commission expires: 5/15/2006

OR BK 01894 PG 2181

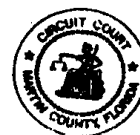


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**EXHIBIT D**

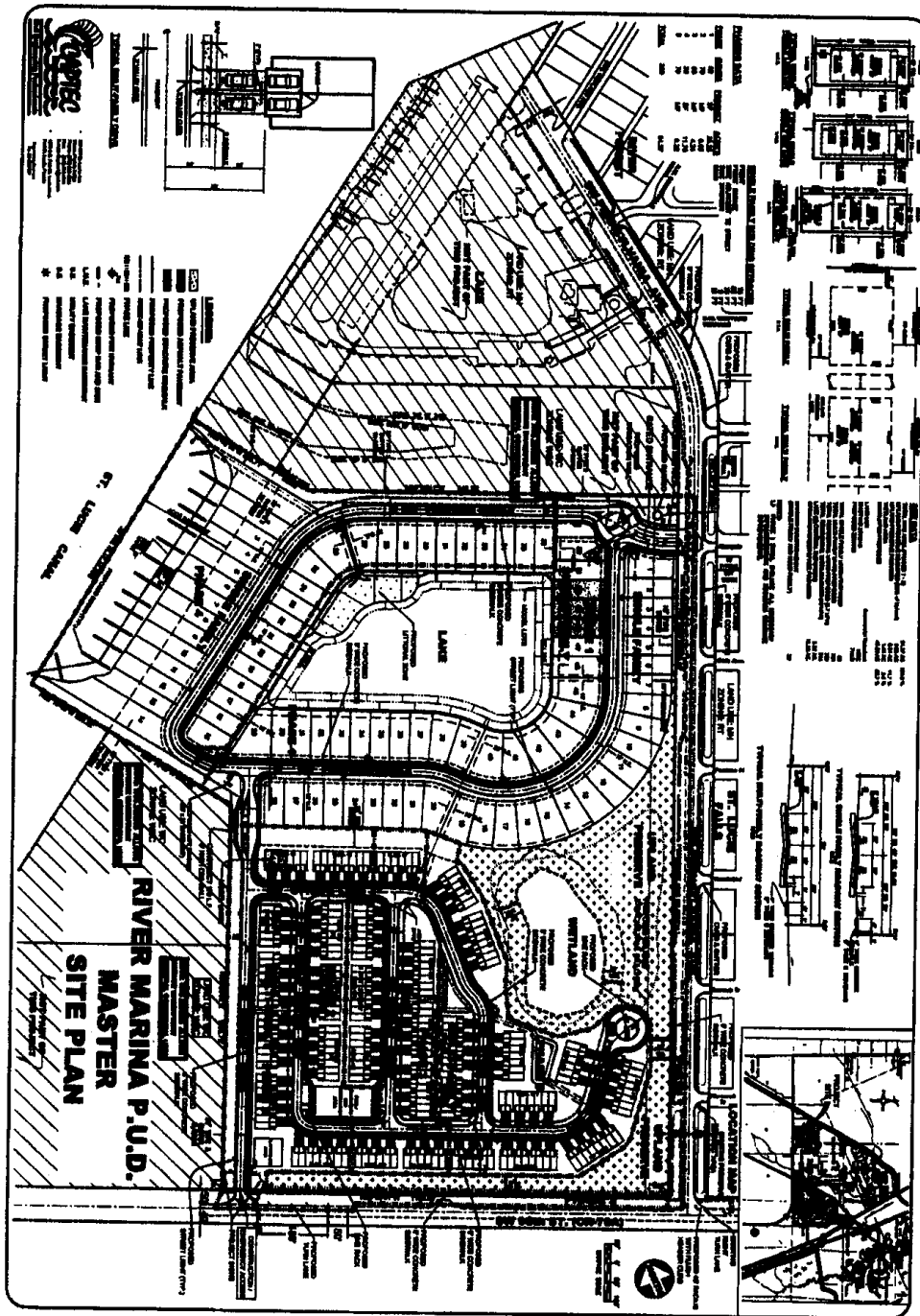
**Master site plan as approved by Martin County Board of County Commissioners to be attached as Exhibit D.**

OR BK 01894 PG 2182



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OR BK 01894 PG 2183

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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 D.
- B. Construction must commence within one (1) year of each final site plan approval.
- C. The development of **RIVER MARINA** must be completed within five (5) years of the master site plan approval.
- D. Each phase of the development of **RIVER MARINA** shall be self supportive prior to proceeding to the next phase. Infrastructure improvements must be substantially completed before issuance of building permits. All required improvements and recreational amenities, identified on the final site plan for the applicable phase, must be completed prior to the issuance of any certificate of occupancy.
- E. The phases to be constructed and the time for obtaining final site plan and plat approval for each phase is as follows:

Phase	Construction Activities	Final Site Plan and Plat Approval
1	Construct all required infrastructure for 52 single family lots; complete all earthwork and clearing, all lake bank sodding, and the approved landscape buffer.	April 30, 2004
2	Construct 76 multi-family units including all infrastructure associated with such units and the right turn lane on CR-76A to S.W. Bobcat Drive.	September 30, 2004
3	Construct 66 multi-family units and all infrastructure associated with such units; Construct pool and recreational facilities in multi-family portion of River Marina	March 30, 2005

OR BK 01894 PG 2184

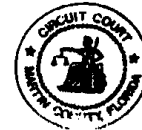


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4	Construct all required infrastructure for 36 single family units	September 30, 2005
5	Construct 79 multi-family units and all infrastructure associated with such units	January 15, 2006

- F. Permits must be sought, with respect to the above, within one (1) year from the date the phase received final site plan approval and construction of the phase as described above shall be completed within two (2) years after the date the phase received final site plan approval.
- G. Pursuant to Paragraph 22. of Exhibit F, construction of the River Marina/River Forest Clubhouse and Pool shall be completed by February 14, 2005.
- H. Pursuant to Paragraph 16.A. of Exhibit F, construction of the sidewalk on the North side of CR-76A shall be completed by March 31, 2006.
- I. Pursuant to Paragraph 16.B. of Exhibit F, construction of the sidewalks on both sides of SW Pennsylvania Avenue shall be completed by June 16, 2005.
- J. Pursuant to Paragraph 18. of Exhibit F, construction of SW Pennsylvania Avenue shall be completed by June 16, 2005.

OR BK 01894 PG 2185



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**EXHIBIT F**

**SPECIAL CONDITIONS**

**1. CAPACITY RESERVATION:**

OWNER is voluntarily electing to proceed under Section 14.4.A.3.d.(2), Comprehensive Plan, Martin County Code and Section 5.32.C., 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. By so doing, OWNER acknowledges the risk that subsequent development orders may reserve capacity of Category A and C public facilities in the RIVER MARINA PUD area and necessitate additional capital facility improvements for the RIVER MARINA PUD to meet concurrency or prevent the RIVER MARINA PUD from going forward in accordance with the timetable of development.

**2. DISCLOSURE OF ADJACENT WATERFRONT COMMERCIAL USE:**

The OWNER agrees that in the Master Site Plan, Final Site Plan, Plat, Declaration of Covenants, Conditions and Restrictions for RIVER MARINA and all other property owner documents and all contracts for the sale of property in RIVER MARINA, there shall be a prominent disclosure that the property adjoining RIVER MARINA is designated and zoned for intense waterfront commercial uses that may impact the RIVER MARINA PUD now or in the future.

**3. DRAINAGE / STORMWATER MANAGEMENT:**

It shall be the OWNER'S sole responsibility to obtain the necessary drainage/stormwater management permits from the South Florida Water Management District (SFWMD). In no event shall Martin County bear the responsibility for aiding the OWNER in obtaining permits from the SFWMD or funding the improvements necessary to develop the RIVER MARINA PUD.

**4. EMERGENCY /CONSTRUCTION/ DELIVERY ACCESS:**

Any emergency/construction/delivery access indicated on the master site plan, final site plans and subdivision plats shall be primarily for emergency vehicles and construction and delivery vehicles, but may also be used by residential unit owners. The OWNER shall secure the emergency/construction access in a manner acceptable to the COUNTY. If gates are featured, knox switches, or locks, are required.

OR BK 01894 PG 2186



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5. ENDANGERED SPECIES:

In the event that it is determined that any representative of a plant or animal species of regional concern is resident on or otherwise is significantly dependent upon the **RIVER MARINA PUD** property, 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 and the U.S. Fish and Wildlife Service. Construction may resume when proper protection, to the satisfaction of all agencies, is provided by the **OWNER**.

6. FIRE PROTECTION:

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

7. HAULING OF FILL:

The **OWNER** shall be allowed to haul fill onto and off of the site of the River Marina PUD, provided that the **OWNER** coordinates with the County Engineer the routes and timing of any fill to be hauled either to the project or from the project. The **OWNER** shall also comply with all **COUNTY** excavation and fill regulations. Lake littoral zones and upland buffers shall be maintained in accordance with a Preserve Area Management Plan approved by Martin County.

8. MODELS:

Model units with interim septic tanks, necessary access road, parking and utilities 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 final site plan approval for the parcel/phase upon which the units are located. The location and number, not to exceed six (6), shall be mutually agreed upon by the **OWNER** and the Growth Management Department Director. The **OWNER** agrees that the septic tanks will be removed at the time of completion of the sewer system and a bond satisfactory to the **COUNTY** will be provided to ensure said removal. Models may be used for the sale of residential units within the PUD until such time as ninety five percent (95%) of the residential units have been issued certificates of occupancy.

OR BK 01894 PG 2187



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9. NORTH COUNTY AQUATIC CENTER:

OWNER agrees to contribute a total of twenty thousand dollars (\$20,000) towards the design and construction of a proposed north county aquatic center. Within sixty (60) days after final site plan approval of Phase 1, OWNER shall make an initial payment to the County of \$10,000. Within sixty (60) days after final site plan approval of Phase 2, OWNER shall pay to the COUNTY the remaining ten thousand dollars (\$10,000).

10. PRESERVE AREAS:

- A. A separate Preserve Area Management Plan (PAMP) shall be required for each phase of the PUD which contains a preserve area. A PAMP shall be submitted with the application for each final site plan for a phase which contains a preserve area.
- B. No construction or alteration shall be permitted within any of the preserve areas except in compliance with the approved PAMP. The precise location of all the preserve areas shall be staked and surveyed prior to final site plan approval of the applicable phase and shall be fenced prior to and during construction of that phase.

11. RETENTION OF NATIVE VEGETATION:

Clearing of native vegetation shall be limited to that which is shown on the approved clearing plans for the RIVER MARINA PUD. In order to reduce, or eliminate, impacts on adjacent properties and neighborhoods, the OWNER agrees to complete the following as part of phase one of the development of RIVER MARINA (a) all earthwork and clearing; (b) all lake bank sodding; and (c) the approved landscape buffer.

12. REUSE IRRIGATION:

The OWNER agrees to accept wastewater effluent for irrigation, when available in sufficient quality and quantity in accordance with the South Florida Water Management District and Department of Environmental Protection rules, at such rates and charges as may then be charged by the utility. It shall be the OWNER's sole responsibility to obtain the necessary permits and extend the reclaimed water main to the site for connection of the irrigation system. OWNER shall design the irrigation system within this project to accommodate spray irrigation with wastewater effluent and provide adequate area for storage of such effluent.

OR BK 01894 PG 2188



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13. 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 RIVER MARINA PUD.

14. 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 clearing work. The slopes of constructed lakes from the top of the bank to the control water elevation (landward edge of littoral zone) shall be immediately stabilized and/or sodded to the satisfaction of the Engineering Department upon completion of the lake construction.

15. SUSTAINABLE DESIGN STANDARDS:

The following sustainable standards have been incorporated into the design of the master site plan for the RIVER MARINA 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 with each application for final site plan approval.

- A. Pedestrian walkways and bicycle paths shall link neighborhood pods and shall provide linkage to natural and man made open spaces and recreation areas, wherever possible.
- B. 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.
- C. "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.

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.

OR BK 01894 PG 2189



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16. SIDEWALKS:

- A. OWNER agrees to design, permit and construct at its expense a 6' section of sidewalk on the North side of CR-76A, commencing at the East property boundary of the St. Lucie Falls Subdivision, and terminating at the West property line of the Eagle's Landing Subdivision, consistent with a design approved by the County Engineer. Construction shall be completed by March 31, 2006.
- B. By June 16, 2005, OWNER shall design, permit and construct at its expense 6' sidewalks on both sides of SW Pennsylvania Avenue concurrently with the construction of SW Pennsylvania Avenue, as depicted in the PUD Master Plan.
- C. OWNER shall not receive impact fee credits for the design, permitting and construction of the sidewalks as required by this condition.

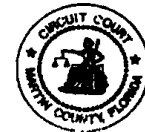
17. TEMPORARY CONSTRUCTION OFFICE:

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.

18. SW PENNSYLVANIA AVENUE:

By June 16, 2005, Owner shall at its expense, design, permit and construct SW Pennsylvania Avenue to the satisfaction of the County Engineer. The improvements shall include an asphalt overlay from CR-76A to the terminal end and concrete valley curb on the east side only from CR-76A to Mustang Terrace. When complete, OWNER'S Engineer must furnish a certificate of satisfactory completion to the County Engineer for approval. Upon approval of the roadway by the County Engineer, OWNER shall enter into an agreement with the County for maintenance of the roadway for a period of twelve (12) months. OWNER shall provide security for it's performance under the maintenance agreement in an amount not less than ten percent (10%) of the cost of the road as certified by the OWNER'S engineer. The expiration date for the security must be no sooner than three (3) months after the term of the maintenance agreement. OWNER shall not receive impact fee credits for the design, permitting and construction of SW Pennsylvania Avenue as required by this condition.

OR BK 01894 PG 2190



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19. 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 sales office shall be supplied to the COUNTY.

20. TIME SHARING OR INTERVAL OWNERSHIP PROHIBITED:

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

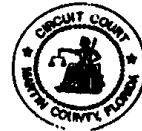
21. USES AND DEVELOPMENT STANDARDS:

Except as provided for within this Agreement or as set forth on the master plan, the requirements of Article 3, Land Development Regulations, Martin County Code, and specifically the Waterfront Resort Commercial zoning district shall apply to the development of the RIVER MARINA PUD.

22. RIVER FOREST/RIVER MARINA CLUBHOUSE AND POOL:

Construction of the River Forest/River Marina Clubhouse and Pool shall be completed by OWNER no later than February 14, 2005. The River Forest/River Marina Clubhouse and Pool shall consist of the following: total square footage under roof: 4,750 s.f. and square footage under air: 3,700 s.f. Amenities include a covered loggia approximately 12' x 68', a catering kitchen, a card room, a separate men and women restroom, a grand room approximately 32' x 36', an exercise room approximately 34' x 28' and a pool approximately 25' x 50'. In the event the construction of the River Forest/River Marina Clubhouse and Pool is not completed by February 14, 2005, no further building permits shall be issued in River Marina and no further site plan approvals shall be granted in River Marina until said Clubhouse and Pool are completed. The OWNER agrees that the Declaration of Covenants and Restrictions for River Marina shall provide that the owners of the single family residences located within River Marina shall contribute on an equal pro rata basis with the owners in River Forest to the maintenance of the River Forest/River Marina Clubhouse and Pool as set forth above.

OR BK 01894 PG 2191



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23. WATER/WASTEWATER:

Water and Wastewater services for this project shall be provided by Martin County Utilities and Solid Waste Department. OWNER shall provide an executed copy of an agreement for each phase for such service prior within 60 days of final site plan approval of that phase for the RIVER MARINA PUD. For water conservation OWNER shall individually meter each unit and/or supporting structure.

24. ADJACENT PROPERTIES ZONED WATERFRONT GENERAL COMMERCIAL:

OWNER agrees to provide a 30-foot type 3 buffer with berm, along the common boundary line separating the RIVER MARINA project from the adjoining marina owned by River Forest Yachting Center, LLC which adjoining marina property is legally described in that Warranty Deed recorded in the Official Records of Martin County at Official Record Book 1832, Page 1898 (the "Marina Parcel"). This landscape buffer is intended to buffer the uses currently existing on the Marina Parcel or which may be approved under the existing Waterfront General Commercial ("WCG") zoning for the Marina Parcel. Additionally, the OWNER shall cause a 25-foot upland buffer to be located on the common boundary line separating the Marina Parcel from the adjoining River Forest/River Marina clubhouse site (as said Clubhouse site is identified in Exhibit A to the Joinder to this PUD Agreement executed by Sunland Construction, Inc.). This 25 foot upland buffer is based upon the institutional recreational use of the River Forest/River Marina clubhouse site. In the event the use of the River Forest/River Marina clubhouse site is changed, the OWNER shall install the appropriate buffer required by the County. It is the intent of the OWNER and the County that the obligations of the OWNER hereunder to provide landscape buffering on both sides of the Marina Parcel shall satisfy the landscape buffers required for the existing and future uses under the existing WG zoning designation for the Marina Parcel. County agrees that this Condition 24 is specifically for the benefit of the Marina Parcel and that for the Marina Parcel, pursuant to Section 4.667, Land Development Regulations, Martin County Code, such buffers fulfill the purpose and intent of Division 15, Land Development Regulations, Martin County Code, as well as or more effectively than would strict adherence to the strict requirements of Division 15, and accordingly that no additional buffers shall be required for existing or future uses under the existing WGC zoning designation for the Marina Parcel. The OWNER agrees to install all buffers described in this paragraph at such time as the County first requires any buffer to be installed as the result of the development of the RIVER MARINA project, the Marina Parcel, or the River Forest/River Marina Clubhouse.

OR BK 01894 PG 2192



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25. CONSTRUCTION TRAFFIC ENTRANCE:

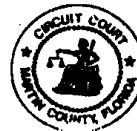
The OWNER agrees that all construction traffic for the construction of River Marina, including all fill hauled onto the River Marina site shall enter River Marina from State Road 76A rather than Southwest Pennsylvania Avenue.

26. ADDITIONAL REQUIREMENTS:

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

(rev. 3/3/2004 7:43:51 PM)(PUD RIVER MARINA.FINAL.10.20.03.REV)AGAIN

OR BK 01894 PG 2193



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JOINDER

Sunland Construction, Inc. ("Sunland"), a Florida corporation, as owner of the property described in Exhibit "A" attached to this Joinder (the "River Forest/River Marina Clubhouse Property"), for itself and all future owners of said River Forest/River Marina Clubhouse Property, hereby joins in the foregoing PUD Agreement to acknowledge its agreement to allow the OWNER (as defined in said PUD Agreement) to; (1) install the landscape buffer required by paragraph 24 of Exhibit "F" to said PUD Agreement upon the River Forest/River Marina Clubhouse Property; and (2) construct the River Forest/River Marina Clubhouse and pool on the property described in Exhibit "A" attached hereto as required by paragraph 22 of Exhibit "F" to said PUD Agreement. Furthermore, Sunland acknowledges and agrees that, in the event OWNER does not fulfill the obligations to install the buffer required by paragraph 24 of Exhibit "F" to the PUD Agreement, Sunland will install such required buffer upon the River Forest/River Marina Clubhouse Property in a timely manner on written request from Martin County. Sunland also acknowledges and agrees that in the event Owner fails to construct the River Forest/River Marina Clubhouse and pool required by paragraph 22 of Exhibit "F" Sunland will construct the River Forest/River Marina Clubhouse and pool in a timely manner.

Witnesses:

Sunland Construction, Inc., a Florida corporation

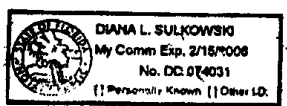
[Signature]  
Name Cheryl V. Perry  
[Signature]  
Name James Brown

By: [Signature]  
Frank Young  
President, Sunland Construction, Inc.

STATE OF FLORIDA  
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this      day of January, 2004 by Frank E. Young, President of Sunland Construction, Inc., a Florida corporation, on behalf of the Corporation who  is personally known to me  has produced Ma as identification.

(NOTARY SEAL)



[Signature]  
Notary Public State of Florida  
Diana Sulkowski  
Printed Name of Notary  
My Commission Expires: 2/15/06  
My Commission Number DD 074031

OR BK 01894 PG 2194

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EXHIBIT "A"

Legal Description

Parcel # 12-39-40-002-038-00012-0  
3.56 acres

Treat 8

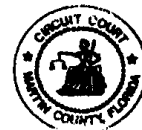
A parcel of land being a portion of the Plat of St. Lucia Falls as recorded in Plat Book 12, page 48 of the Public Records of Palm Beach County, now Martin County, Florida. Said parcel being more particularly described as follows:

Begin at the intersection of a line parallel to and 93.0 feet North of the North right of way line of Seventh Street with the Southerly extension of the Westerly right of way line of St. Lucia Boulevard as shown on said Plat of St. Lucia Falls, proceed thence N 88°37'18" W, along said parallel line lying 93.0 feet North of the North right of way line of Seventh Street, a distance of 428.38 feet to a point of the Easterly Right of Way line of the St. Lucia Canal; thence N 31°24'07" E, along said Easterly right of way line of the St. Lucia Canal, a distance of 424.78 feet; thence S 83°33'53" E, a distance of 21.06 feet; thence S 30°40'37" W, a distance of 48.74 feet; thence S 41°18'52" W, a distance of 84.06 feet; thence S 08°48'18" W, a distance of 48.04 feet; thence S 21°34'28" E, a distance of 43.54 feet; thence S 83°04'18" E, a distance of 44.82 feet; thence S 88°17'52" E, a distance of 71.59 feet; thence S 89°24'18" E, a distance of 118.94 feet; thence S 83°07'01" E, a distance of 72.87 feet; thence N 81°12'28" E, a distance of 80.71 feet; thence N 48°33'53" E, a distance of 45.80 feet; thence N 08°33'22" E, a distance of 24.48 feet; thence N 16°38'50" W, a distance of 25.53 feet; thence N 08°38'31" W, a distance of 70.84 feet; thence N 72°10'25" E, a distance of 155.31 feet to a point on the Southwesterly right of way line of Pennsylvania Avenue, thence S 31°50'15" E, along said Southwesterly right of way line, a distance of 253.78 feet to the point of curvature of a curve concave to the Southwest, having a radius of 434.78 feet; thence Southeastery along the arc of said curve, through a central angle of 17°38'58", a distance of 133.64 feet to a point on said parallel line lying 93.0 feet North of the North right of way line of Seventh Street; thence N 88°37'04" W, along said parallel line, a distance of 443.18 feet to the point of beginning.

Parcel # 12-39-40-002-038-00011-0  
5.16 acres

That portion of St. Lucia Falls subdivision lying Westerly of Easterly Right of way of St. Lucia Canal and Easterly of Canal Shoreline and Northerly of following line: Beginning at point on a line 83 degrees North of North right of way of Versailles Terrace (1/2 x Seventh Street) where it intersects Easterly right of way of St. Lucia Canal; run perpendicular to Canal right of way to shoreline and terminus of line.

OR BK 01894 PG 2195



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**OWNERSHIP CERTIFICATE**

I, Terence P. McCarthy, a member of The Florida Bar, hereby certify that record title to the property on Exhibit "A" attached hereto is in the ownership of Sunland Construction, Inc., a Florida corporation.

DATED this 1<sup>st</sup> day of February, 2004.

*Terence P. McCarthy*

Terence P. McCarthy, Esq.  
McCarthy, Summers, Bobko, Wood, Sawyer,  
& Perry, P.A  
2400 SE Federal Highway, Fourth Floor  
Stuart, Florida 34994  
(772) 286-1700

STATE OF FLORIDA  
MARTIN COUNTY

THIS IS TO CERTIFY THAT THE  
FOREGOING 32 PAGES IS A TRUE  
AND CORRECT COPY OF THE ORIGINAL

MARSHA EWING, CLERK  
BY *Marsha Ewing* D.C.  
DATE 3.09.04



OR BK 01894 PG 2196

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**EXHIBIT 7**

**RECREATIONAL FACILITIES AGREEMENT**

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PREPARED BY/RETURN TO:  
Alan I. Armour II, Esquire  
Nason, Yeager, Gerson, White & Lioce, P.A.  
1645 Palm Beach Lakes Boulevard  
Suite 1200  
West Palm Beach, Florida 33401

## **RECREATIONAL FACILITIES AGREEMENT**

THIS RECREATIONAL FACILITIES AGREEMENT (the "Agreement") is entered into as of the "Effective Date" (as defined in paragraph 81. hereof) by PALM FROND MARINA, LLC, a Florida limited liability company ("Palm Frond"), RIVER FOREST PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation ("River Forest POA"), and RIVER MARINA ESTATES HOMEOWNERS ASSOCIATION INC., a Florida not-for-profit corporation ("Estates HOA").

### RECITALS:

A. Palm Frond is the owner of the property described on attached Exhibit A (the "Palm Frond Property").

B. The development governed by River Forest POA is more particularly described in the Declaration of Covenants and Restrictions for River Forest Homeowners' Association, Inc. recorded in Official Records Book 1502, Page 1065 and re-recorded in Official Records Book 1509, Page 1685, as amended by amendments thereto recorded in public records of Martin County, Florida (the "River Forest Community"). It is anticipated that such development will consist of 318 single-family dwelling units.

C. The development governed by Estates HOA is more particularly described on attached Exhibit B (the "Estates Community"). It is anticipated that such development will consist of 88 single-family dwelling units.

D. Palm Frond owns certain recreational facilities consisting of a clubhouse, pool, basketball court, playground area, picnic areas, boat parking areas, and boat ramp, all as identified on the site plan attached hereto as Exhibit C (collectively, the "Recreational Facilities").

E. It is anticipated that the transition of control of the River Forest POA will occur in accordance with the provisions of Section 720.307(1) of the Florida Statutes.

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F. River Forest POA and Estates HOA desire to share the use and enjoyment of the Recreational Facilities in accordance with the terms and provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Recitals. The foregoing recitals are true.

2. Covenants Running with the Land. All of the covenants, easements and agreements herein shall run with the Palm Frond Property, shall be binding upon the fee owners of the Palm Frond Property, each of them, their respective successors in interest, assigns, heirs, personal representatives and any and all other persons, firms or corporations having or hereafter acquiring any right, title or interest in and to all or a portion of the Palm Frond Property; and all benefits deriving therefrom shall accrue to the benefit of all persons, firms or corporations having or hereafter acquiring any right, title or interest in all or any portion of the Palm Frond Property.

3. Access Easement.

a. Subject to any express conditions, limitations or reservations contained in this Agreement, Palm Frond does hereby grant to any and all owners of units, and to their permitted guests, invitees and family members, within the River Forest Community and the Estates Community, a perpetual non-exclusive easement for vehicular and pedestrian ingress, egress and access (but not parking, except in designated areas) on, across, over and through any of the paved access areas intended for ingress, egress and/or access which are constructed or may be constructed from time to time upon the Palm Frond Property.

b. The easement areas described in paragraph 3a. above are more particularly detailed on attached Exhibit D (the "Recreational Facilities Roadway Property"). The parties that are entitled to use the Recreational Facilities are hereinafter collectively referred to as the "Members".

c. River Forest POA shall maintain the Recreational Facilities Roadway Property in good, safe, clean and orderly repair, condition and appearance and make all necessary repairs, replacements and restorations which may be needed upon the Recreational Facilities Roadway Property in a timely manner so that same will not interrupt access to the Recreational Facilities. Ingress, egress and access on, across, over and through the Recreational Facilities Roadway Property shall be available at all times to the Members, except for instances in which ingress, egress and access is temporarily disrupted as a result of the maintenance, repair, replacement and/or expansion of the roadways within the Recreational Facilities Roadway Property and/or any improvements located thereon.

d. The parties acknowledge that there is a security gate that will monitor access from Pennsylvania Avenue to the Recreational Facilities Roadway Property. Palm Frond makes no representations whatsoever as to the security of the Palm Frond Property or the effectiveness of any improvement or security device. Palm Frond shall not, in any way, be

considered an insurer or guarantor of security within the Palm Frond Property and shall not be held liable for any loss or damage by reason of any alleged failure to provide adequate security or alleged ineffectiveness of security measures undertaken.

4. Use of Recreational Facilities.

a. A Recreational Facilities Committee (the "Recreational Facilities Committee") shall be established pursuant to the River Forest Community documents consisting of 2 members of the Board of Directors of River Forest POA, selected by such Board of Directors, and 1 member of the Board of Directors of Estates HOA, selected by such Board of Directors. The Recreational Facilities Committee shall have the responsibility for preparing and adopting Rules and Regulations regarding the use and operation of the Recreational Facilities, and preparing an annual budget for operation and maintenance of the Recreational Facilities.

b. The members of Estates HOA shall have full, complete and unrestricted use of the Recreational Facilities in the same manner and to the same extent as the members of River Forest POA. Any Rule or Regulation relating to the use of the Recreational Facilities adopted by the Recreational Facilities Committee pursuant to paragraph 4a. above shall apply equally to the members of River Forest POA and members of Estates HOA.

c. River Forest POA and Estates HOA acknowledge and agree that the use rights provided in this Agreement do not pertain to any use rights with respect to the docks and dock areas reflected on attached Exhibit E, and further acknowledge and agree that Palm Frond is in the process of leasing such docks and dock area to third parties. The parties to this Agreement acknowledge and agree that the members of River Forest POA have the initial right to lease such docks in connection with Palm Frond's initial offering for lease of such docks, and that the members of the Estates HOA, to the extent that docks are available following the initial offering to the members of River Forest POA, will then have the right to participate in the lease of such docks in connection with such initial offering. After Palm Frond's initial offering, the members of River Forest POA and Estates HOA will thereafter have a right of first refusal to lease such docks in accordance with the Declaration of Use for the docks and dock area recorded in the Public Records of Martin County, Florida.

d. Estates HOA acknowledges and agrees that its members shall not have access to or use of the recreational vehicle storage facilities identified on attached Exhibit C.

e. River Forest POA will have the right to enforce the restrictions, rules and regulations described in Paragraph 4a. above, and Estates HOA will use its reasonable efforts to assist River Forest POA in enforcing such restrictions, rules and regulations as the same apply to the members of Estates HOA.

5. Assessments.

a. River Forest POA will adopt an annual budget on or before November 1 of each year for the following calendar year, which budget (the "Budget") shall show amounts

budgeted by account and expense classifications for the costs and expenses projected for operation, maintenance, repair, replacement and restoration of the Recreational Facilities and the Recreational Facilities Roadway Property. River Forest POA will provide written notice to the Board of Directors of Estates HOA of the time and place of the meeting when the annual Budget is to be considered for adoption, together with a copy of the proposed Budget, not less than thirty (30) days prior to such meeting. Such meeting shall be open to the members of River Forest POA and Estates HOA.

b. Upon adoption of the Budget, River Forest POA will advise Estates HOA of the annual assessments (the "Assessments") to be paid by both River Forest POA and Estates HOA.

c. The actual costs and expenses for operation, maintenance, repair, replacement and restoration of the Recreational Facilities and the Recreational Facilities Roadway Property shall be assessed on an equal pro rata basis to River Forest POA and to Estates HOA based on the number of single-family lots within the River Forest Community and the Estates Community. For example, assuming that the River Forest Community contains 318 single-family lots and the Estates Community contains 88 single-family lots, then River Forest POA will be responsible for 78.33% of such costs and expenses and Estates HOA will be responsible for 21.67% of such costs and expenses. River Forest POA agrees to waive collection of the Estates HOA's 21.67% share of such costs and expenses until the quarter in which the first closing by a homebuyer occurs in the Estates Community. In the event the developer of the Estates Community or the Estates HOA wishes to utilize the Recreational Facilities prior to that date for the purpose of marketing or sales promotions, then the River Forest POA shall be entitled to charge the developer or the Estates HOA a reasonable fee for such use.

d. River Forest POA's and Estates HOA's share of the annual Assessments will be due and payable on a quarterly basis not later than the 15<sup>th</sup> day of January, April, July and October of each calendar year. In the event either River Forest POA or Estates HOA fail to pay their respective shares of the Assessments, all sums due, if not paid by the 15<sup>th</sup> day of each month, shall bear interest at a rate equal to the lesser of 18% per annum or the highest lawful rate. The parties acknowledge that the proposed annual Assessments based on the approved Budget may change if reasonably required to meet extraordinary costs or expenses, provided such change is first approved by the Recreational Facilities Committee. River Forest POA and Estates HOA will pay such annual Assessments in timely quarterly installments, as described above, regardless of whether the members of River Forest POA or Estates HOA pay their required assessments to their respective property or homeowners' associations, River Forest POA or Estates HOA.

e. River Forest POA shall use reasonable efforts to notify Estates POA in advance of any extraordinary costs or expenses known by River Forest POA which may be incurred during a particular year. Any special assessment required in order to meet such extraordinary expenses, following approval by the Recreational Facilities Committee, shall be forwarded to the River Forest POA and Estates HOA for payment within thirty (30) days of receipt of notice thereof by the respective associations.

f. River Forest POA and Estates HOA acknowledge and agree that Palm Frond will not be responsible for the payment of any Assessments, delinquencies, costs or expenses arising in connection with the operation, maintenance, repair, replacement and/or restoration of the Recreational Facilities or the Recreational Facilities Roadway Property.

6. **Defaults and Remedies.**

a. In the event of a failure by any party to this Agreement to perform any obligation or covenant which either of them is obligated to perform under this Agreement, such failure shall constitute a default under this Agreement. Notwithstanding the foregoing, no default shall be deemed to have occurred until notice thereof is given to the defaulting party by the other party asserting that an event of default has occurred, describing the nature of the default, and giving a period of ten (10) days to cure the default, if readily curable by the payment of money, or a period of thirty (30) days to cure the default, if not readily curable by the payment of money.

b. Notwithstanding anything to the contrary contained in this Agreement, no default or breach under this Agreement shall entitle either party to cancel, rescind, or otherwise terminate this Agreement; provided, however, if one of the associations is in default under this Agreement and such default remains uncured following the applicable cure period described in Paragraph 6a. above, use of the Recreational Facilities by the members of the defaulting association may be restricted or prohibited by the Recreational Facilities Committee during the continuance of any such default.

c. No delay or omission in the exercise of any right set forth herein accruing upon any default by a party hereto shall impair such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such default. A waiver by a party hereto of a breach of, or a default in, any of the terms and conditions of this Agreement shall not be construed to be nor shall the same constitute a waiver of any subsequent breach of or default in the same or any other provision of this Agreement.

d. The parties hereto acknowledge and agree that the use and enjoyment of the Recreational Facilities will depend upon the mutual compliance with the terms of this Agreement, that the terms of this Agreement are special and unique, that damages cannot adequately compensate a party in the event of any breach or threatened breach by any party of any of the agreements contained herein, that the non-breaching party will suffer irreparable harm and that such non-breaching party shall have no adequate remedy at law. As a result, in the event of any breach or threatened breach by any party of any of the agreements or provisions contained herein, the other party, in addition to all remedies available at law and in equity, shall be entitled to injunctive or other appropriate relief compelling performance of the terms of this Agreement or restraining a party from any action in violation of the terms hereof; provided that the foregoing shall not be construed as prohibiting a party from pursuing any other available remedies, including the recovery of damages.

e. In addition to all other remedies available at law, in equity, and provided herein, upon the failure of a breaching party to cure a breach of or default in this Agreement

within the cure periods described in Paragraph 6a. above, the non-breaching party shall have the right, but not the obligation, to perform such obligations contained in this Agreement on behalf of the breaching party and be reimbursed by the breaching party for the reasonable costs thereof.

f. Except as otherwise specifically provided herein, no remedy provided in this Agreement shall be exclusive but each shall be cumulative with all other remedies provided in this Agreement, and all remedies at law or in equity shall be available.

7. **Notices.** All notices, statements, demands or other communications ("notice(s)") to be given under or pursuant to this Agreement, or which a party hereto may wish to give, must be in writing, addressed to the other party at its address as provided below, and delivered in person, by facsimile transmission or by certified or registered mail, return receipt requested and postage prepaid. Such notice will be deemed to have been delivered on the date of hand delivery, on the date of delivery by facsimile transmission (unless such delivery is made on a non-business day or on any day after 5 p.m., in which event delivery will be deemed to have been made on the following business day) or on the day of delivery when mailed as aforesaid (which would also be the day receipt is rejected), as the case may be. Any party may from time to time change its address or facsimile number for receipt of notices by sending a notice to the other parties specifying such new information.

To: Palm Frond Marina, LLC  
250 South Central Boulevard, Suite #207  
Jupiter, Florida 33458  
(561) 354-0200, X211 (phone)  
(561) 354-0174 (facsimile)

To: River Forest Property Owners Association, Inc.  
250 South Central Boulevard, Suite #207  
Jupiter, Florida 33458  
(561) 354-0200, X211 (phone)  
(561) 354-0174 (facsimile)

To: River Marina Estates Homeowners Inc.  
c/o Michael J. Smolak  
1013 N. State Road 7  
Royal Palm Beach, Florida 33411  
(561) 790-0202 (phone)  
(561) 790-4825 (facsimile)

8. **Miscellaneous.**

a. The Palm Frond Property shall be used for lawful purposes in conformance with all restrictions imposed by all applicable governmental laws, ordinances, codes and regulations, and no use or operation shall be made, conducted or permitted on or with respect to all of any portion of the Palm Frond Property which is illegal.



b. Notwithstanding the fact that the Palm Frond Property may be owned by the same person(s) or entity(ies), no merger of title of the dominant and subservient estates shall occur and this Agreement and the rights and obligations set forth herein shall continue in full force and effect unless this Agreement is specifically modified to the contrary.

c. The Palm Frond Property shall be hereafter owned, sold, conveyed, improved, encumbered, hypothecated, leased, demised and occupied, all subject to the restrictions, easements, reservations, conditions, regulations, burdens, liens, equitable servitudes and all other provisions of this Agreement as hereinafter set forth, which shall run with, benefit and burden all of the Palm Frond Property, and shall be binding on all parties having any right, title or interest in the Palm Frond Property, or any portion thereof, including the parties' heirs, personal representatives, successors and assigns.

d. River Forest POA and Estates HOA agree to execute any documents or instruments required by any governmental or quasi-governmental agency or entity to make the easements granted hereby more effective or render the easements in conformance with the applicable requirements for the development of the Palm Frond Property.

e. This Agreement and the easements, rights, obligations and liabilities created herein shall be perpetual to the extent permitted by law.

f. Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of the Palm Frond Property to the general public or for any public use or purpose whatsoever, it being the intention of the parties hereto and their successors and assigns, that nothing in this Agreement, expressed or implied, shall confer upon any person, other than the parties hereto and their successors and assigns, any rights or remedies under or by reason of this Agreement.

g. This Agreement will be construed in accordance with the laws of the State of Florida. This Agreement will not be construed more strongly against either party regardless of which party is responsible for its preparation.

h. Time is of the essence. Any time periods provided for herein which ends on a Saturday, Sunday or a legal holiday will extend to 5:00 p.m. of the next business day.

i. In connection with any litigation arising out of this Agreement, including, without limitation, all trial, appellate and post-judgment proceedings, the prevailing party will be entitled to recover reasonable attorneys' fees and costs. Venue of any litigation arising in connection with this Agreement will be in Martin County, Florida.

j. This Agreement contains all the terms, promises, covenants, conditions and representations made by or entered into by and between the parties hereto, and supersedes all prior discussions and agreements, whether written or oral

k. If any portion of this Agreement is determined to be unlawful, the remaining portions will remain in full force and effect as if such unlawful portion(s) did not appear herein.

l. For purposes of performance, the date of this Agreement (the "Effective Date") will be the date when this Agreement is executed by all of the parties hereto without any change or amendment to this Agreement as presented.

m. This Agreement may be executed in any number of counterparts and by different parties to this Agreement on separate counterparts, each of which, when so executed, will be deemed an original, but all such counterparts will constitute one and the same agreement. Any signature delivered by a party by facsimile transmission will be deemed to be an original signature.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered on the Effective Date.

Signed, sealed and delivered in the presence of:

*Cheryl Perry*  
(Print Name: Cheryl Perry)

*Katherine Burns*  
(Print Name: Katherine Burns)

PALM, FROND MARINA, LLC a Florida limited liability company

By: *[Signature]*  
Its: Manager  
July 12, 2005

RIVER FOREST PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation

*Cheryl O'Grady*  
(Print Name: Cheryl O'Grady)

*Victor Garcia*  
(Print Name: Victor Garcia)

By: *[Signature]*  
Its: President

(SEAL)  
7/8/ 2005

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RIVER MARINA ESTATES  
HOMEOWNERS ASSOCIATION, INC.,  
a Florida not-for-profit corporation

[Signature]  
(Print Name: Ann Rodgers)  
[Signature]  
(Print Name: Stacey Higgins)

By Robert W. Drew  
Its: X President

(SEAL)

July 7, 2005

STATE OF FLORIDA )  
COUNTY OF Palm Beach ) SS:

The foregoing instrument was acknowledged before me this 7 day of July, 2005, by Robert W. Drew, the Pres of Palm Front River Marina, LLC, a Florida limited liability company, on behalf of the limited liability company, Marina Estates () who is personally known to me OR ( ) who produced \_\_\_\_\_ as identification.

[Signature]  
Notary Signature



Sandi M Cooper  
Print Notary Name

NOTARY PUBLIC  
State of Florida at Large

My Commission Expires:

STATE OF FLORIDA )  
COUNTY OF Martin ) SS:

The foregoing instrument was acknowledged before me this 8th day of July, 2005, by Karen Gordon, the President of River Forest Property Owners Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation, ( ) who is personally known to me OR ( ) who produced \_\_\_\_\_ as identification.

Kathryn Haley  
Notary Signature

Kathryn Haley  
Print Notary Name

NOTARY PUBLIC  
State of Florida at Large

My Commission Expires:

STATE OF FLORIDA )  
COUNTY OF Palm Beach ) SS:



The foregoing instrument was acknowledged before me this 12 day of July, 2005, by Ronald H. Hyman the Mgr President of River Palm Frond Marina, LLC Marina Estates Homeowners Association Inc., a Florida not-for-profit corporation, on behalf of the corporation, ( X ) who is personally known to me OR ( ) who produced N/A as identification.

Cheryl Y. Perry  
Notary Signature

Cheryl Y. Perry  
Print Notary Name



NOTARY PUBLIC  
State of Florida at Large 5/15/06  
My Commission Expires:

H:\7662\17014\DRRecreationalFacilitiesAgreementA\asm-gdr-clc-msh-clc-cb

PALM FROND PROPERTYParcel 1

A parcel of land being a portion of the Plat of St. Lucie Falls as recorded in Plat Book 12, page 48 of the Public Records of Palm Beach County, now Martin County, Florida. Said parcel being more particularly described as follows:

Begin at the intersection of a line parallel to and 93.0 feet North of the North right of way line of Seventh Street with the Southerly extension of the Westerly right of way line of St. Lucie Boulevard as shown on said Plat of St. Lucie Falls, proceed thence N 89° 37' 18" W, along said parallel line lying 93.0 feet North of the North right of way line of Seventh Street, a distance of 429.39 feet to a point of the Easterly Right of Way line of the St. Lucie Canal; thence N 31° 24' 07" E, along said Easterly right of way line of the St. Lucie canal, a distance of 424.75 feet; thence S 58° 35' 53" E, a distance of 21.06 feet; thence S 30° 40' 37" W, a distance of 49.74 feet; thence S 41° 19' 52" W, a distance of 84.06 feet; thence S 09° 49' 18" W, a distance of 46.04 feet; thence S 24° 34' 28" E, a distance of 43.54 feet; thence S 63° 04' 15" E, a distance of 44.92 feet; thence S 85° 17' 52" E, a distance of 71.56 feet; thence S 89° 24' 15" E, a distance of 115.94 feet; thence S 85° 07' 01" E, a distance of 72.97 feet; thence N 81° 12' 28" E, a distance of 50.71 feet; thence N 48° 33' 53" E, a distance of 46.80 feet; thence N 06° 33' 22" E, a distance of 24.49 feet; thence N 16° 36' 50" W, a distance of 25.53 feet; thence N 08° 36' 31" W, a distance of 70.84 feet; thence N 72° 10' 25" E, a distance of 155.31 feet to a point on the Southwesterly right of way line of Pennsylvania Avenue, thence S 31° 50' 18" E, along said Southwesterly right of way line, a distance of 253.75 feet to the point of curvature of a curve concave to the Southwest, having a radius of 434.75 feet; thence Southeasterly along the arc of said curve, through a central angle of 17° 35' 59", a distance of 133.54 feet to a point on said parallel line lying 93.0 feet North of the North right of way line of Seventh Street; thence N 89° 37' 04" W, along said parallel line, a distance of 443.16 feet to the point of beginning.

Together with

Parcel 2

That portion of St. Lucie Falls subdivision lying Westerly of Easterly Right of way of St. Lucie Canal and Easterly of Canal Shoreline and Northerly of following line: Beginning at point on a line 93 degrees North of North right of way of Versailles Terrace (f/k/a Seventh Street) where it intersects Easterly right of way of St. Lucie Canal-run perpendicular to Canal right of way to shoreline and terminus of line.

Exhibit A

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ESTATES COMMUNITY

ALL THAT PART OF ST. LUCIE FALLS, AS FILED JUNE 17, 1925, IN PLAT BOOK 12, PAGE 48, OF THE PUBLIC RECORDS OF PALM BEACH (NOW MARTIN) COUNTY, FLORIDA, LYING WESTERLY AND SOUTHERLY OF THE FOLLOWING DESCRIBED LINE:

SAID LINE BEGINNING ON THE WESTERLY LINE OF LOT 35 OF BLOCK 4 OF SAID ST. LUCIE FALLS SUBDIVISION 10 FEET NORTHERLY OF SOUTHWESTERLY CORNER OF SAID LOT 35 AT A CONCRETE MARKER; THENCE PROCEED NORTHERLY ALONG THE WESTERLY LINE OF LOTS 35 AND 1 IN BLOCK 4, AND CONTINUING NORTHERLY ALONG THE WESTERLY LINES OF LOTS 24 AND 1 IN BLOCKS 11, 15, 23, 28 AND 37, AND CONTINUING NORTHERLY ALONG THE WESTERLY LINES OF LOTS 1 AND 19 OF BLOCK 40 AND THE CONTINUATION THEREOF FOR A DISTANCE OF 33.88 FEET NORTHERLY OF THE NORTHWESTERLY CORNER OF SAID LOT 1, BLOCK 40 TO A POINT OF CURVE TO THE WEST; SAID POINT OF CURVE BEING 2003.88 FEET NORTHERLY OF THE POINT OF BEGINNING AS MEASURED ALONG THE AFOREMENTIONED LOT LINES; THENCE CONTINUE NORTHWESTERLY FROM SAID POINT OF CURVE ALONG THE ARC OF A CURVE WITH A CENTRAL ANGLE OF 32-05'00", RADIUS OF 434.75 FEET, AND A TANGENT DISTANCE OF 125.0 FEET, FOR AN ARC DISTANCE OF 110.60 FEET TO A POINT; THENCE PROCEED WESTERLY ALONG A LINE PARALLEL TO AND 93.0 FEET NORTH OF THE NORTH RIGHT-OF-WAY LINE OF SEVENTH STREET AS SHOWN ON SAID ST. LUCIE FALLS PLAT FOR A DISTANCE OF 871.23 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF THE ST. LUCIE CANAL; THENCE PROCEED NORTHWESTERLY ALONG A LINE PERPENDICULAR TO SAID CANAL RIGHT-OF-WAY LINE FOR A DISTANCE OF 240 FEET, MORE OR LESS, THE EAST SHORE LINE OF THE ST. LUCIE CANAL.

EXCEPTING THEREFROM: 1) LOT 7, BLOCK 1, ST. LUCIE FALLS, AFORESAID; 2) THAT PARCEL OF LAND PREVIOUSLY CONVEYED TO TRANS-STATE DREDGE COMPANY AS RECORDED IN OFFICIAL RECORDS BOOK 119, PAGE 29; 3) COUNTY ROAD RIGHT-OF-WAY AS RECORDED IN OFFICIAL RECORDS BOOK 110, PAGE 525; 4) STATE ROAD RIGHT-OF-WAY FOR STATE ROAD NO. 78A; 5) THE ARUNDEL CORPORATION PROPERTY AS IT IS SHOWN ON THE PLAT OF ST. LUCIE FALLS SUBDIVISION; 6) THAT PARCEL OF LAND CONVEYED TO FOSTER MARINE CONTRACTORS, INC. AS RECORDED IN OFFICIAL RECORDS BOOK 308, PAGE 421; 7) THAT PARCEL CONVEYED TO MARTIN COUNTY AS RECORDED IN OFFICIAL RECORDS BOOK 723, PAGE 1389; AND 8) THAT PARCEL CONVEYED TO SOUTH ATLANTIC EQUIPMENT COMPANY, A NORTH CAROLINA CORPORATION AS RECORDED IN OFFICIAL RECORDS BOOK 815, PAGE 1328.

FURTHER LESS AND EXCEPTING THEREFROM:

ALL LANDS LYING WESTERLY OF A LINE BEING THE SOUTHERLY PROLONGATION OF THE EASTERLY LINE OF TRANS-STATE DREDGING COMPANY PROPERTY, AS RECORDED IN OFFICIAL RECORDS BOOK 119, PAGE 29, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA, SAID LINE INTERSECTING A LINE 50 FEET NORTHERLY OF THE SOUTH LINE OF SECTION 12, TOWNSHIP 39 SOUTH, RANGE 40 EAST, MARTIN COUNTY, FLORIDA.

Exhibit B

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RECREATIONAL FACILITIES

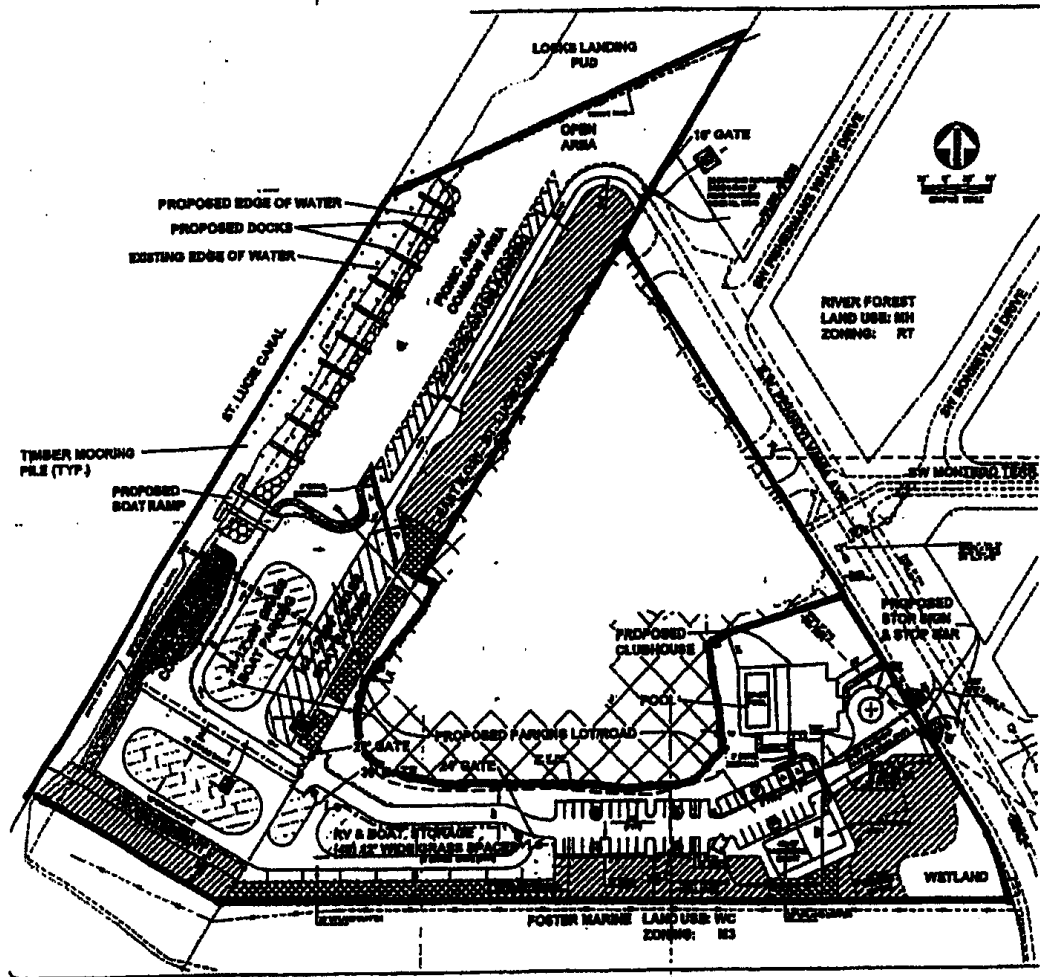


Exhibit C

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DOCK AREA/DOCK PARKING AREA

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**SKETCH OF BOUNDARY SURVEY**

**LAND DESCRIPTION: DOCK AREA**

A PARCEL OF LAND BEING A PORTION OF THE PLAT OF ST. LUCIE FALLS AS RECORDED IN PLAT BOOK 12, PAGE 48 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, NOW MARTIN COUNTY, FLORIDA, LYING WITHIN SECTION 12, TOWNSHIP 39 SOUTH, RANGE 40 EAST BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF A LINE PARALLEL TO AND 93.00 FEET NORTH OF THE NORTH RIGHT-OF-WAY LINE OF SEVENTH STREET WITH THE SOUTHERLY EXTENSION OF THE WESTERLY RIGHT-OF-WAY LINE OF ST. LUCIE BOULEVARD AS SHOWN ON SAID PLAT OF ST. LUCIE FALLS, SAID POINT BEING ON THE SOUTH LINE OF TRACT "B" ACCORDING TO OFFICIAL RECORDS BOOK 1672, PAGE 2008 OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA; THENCE NORTH 89°37'04" WEST, ALONG SAID PARALLEL AND SOUTH LINE, A DISTANCE OF 478.22 FEET TO POINT ON THE EAST RIGHT-OF-WAY LINE OF THE ST. LUCIE CANAL; THENCE NORTH 58°34'47" WEST, A DISTANCE OF 247.03 FEET TO THE APPROXIMATE SHORELINE AS DESCRIBED IN OFFICIAL RECORDS BOOK 1653, PAGE 2892 OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA; THENCE NORTH 31°24'21" EAST, ALONG SAID SHORELINE THROUGH THE FOLLOWING TWO COURSED, A DISTANCE OF 441.01 FEET TO THE POINT OF BEGINNING OF HEREIN DESCRIBED PARCEL OF LAND; THENCE NORTH 31°24'21" EAST, A DISTANCE OF 318.71 FEET TO A POINT ON THE NORTH LINE OF SAID ST. LUCIE FALLS (ALSO BEING THE SOUTH LINE OF GOVERNMENT LOT 5 & OLD SOUTH LINE OF HANSON GRANT); THENCE NORTH 66°40'15" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 38.41 FEET; THENCE SOUTH 58°45'30" EAST, A DISTANCE OF 49.88 FEET; THENCE SOUTH 31°14'44" WEST, A DISTANCE OF 350.00 FEET; THENCE NORTH 58°45'30" WEST, A DISTANCE OF 73.03 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.57 ACRES, MORE OR LESS.

BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF SAID TRACT "B", HAVING A BEARING OF NORTH 89°37'04" WEST. ALL BEARINGS ARE RELATIVE THERETO.

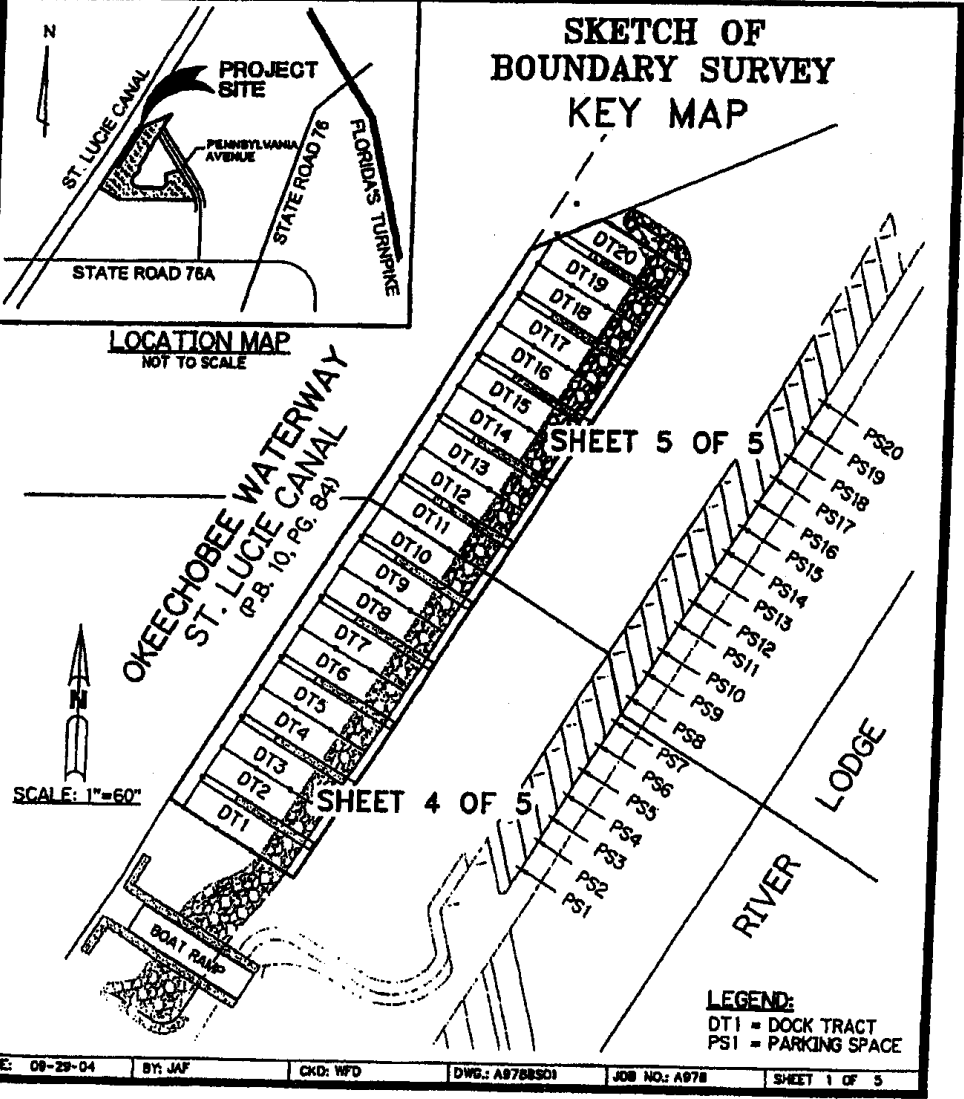
SUBJECT TO EASEMENTS, RESTRICTIONS AND RIGHTS-OF-WAY OF RECORD

Exhibit E

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Exhibit E

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### SKETCH OF BOUNDARY SURVEY

#### LAND DESCRIPTION: PARKING AREA

A PARCEL OF LAND BEING A PORTION OF THE PLAT OF ST. LUCIE FALLS AS RECORDED IN PLAT BOOK 12, PAGE 48 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, NOW MARTIN COUNTY, FLORIDA, LYING WITHIN SECTION 12, TOWNSHIP 39 SOUTH, RANGE 40 EAST BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF A LINE PARALLEL TO AND 93.00 FEET NORTH OF THE NORTH RIGHT-OF-WAY LINE OF SEVENTH STREET WITH THE SOUTHERLY EXTENSION OF THE WESTERLY RIGHT-OF-WAY LINE OF ST. LUCIE BOULEVARD AS SHOWN ON SAID PLAT OF ST. LUCIE FALLS, SAID POINT BEING ON THE SOUTH LINE OF TRACT "B" ACCORDING TO OFFICIAL RECORDS BOOK 1671, PAGE 200B OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA; THENCE NORTH 89°37'04" WEST, A DISTANCE OF 478.22 FEET TO POINT ON THE EAST RIGHT-OF-WAY LINE OF THE ST. LUCIE CANAL; THENCE NORTH 31°25'13" EAST, ALONG SAID EAST LINE, A DISTANCE OF 494.47 FEET; THENCE NORTH 58°34'47" WEST, A DISTANCE OF 83.27 FEET TO THE POINT OF BEGINNING OF HEREIN DESCRIBED PARCEL OF LAND; THENCE NORTH 13°45'30" WEST, A DISTANCE OF 30.81 FEET; THENCE NORTH 31°14'30" EAST, A DISTANCE OF 282.84 FEET; THENCE SOUTH 13°45'30" EAST, A DISTANCE OF 30.81 FEET; THENCE SOUTH 31°14'30" WEST, A DISTANCE OF 282.84 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.141 ACRES, MORE OR LESS.

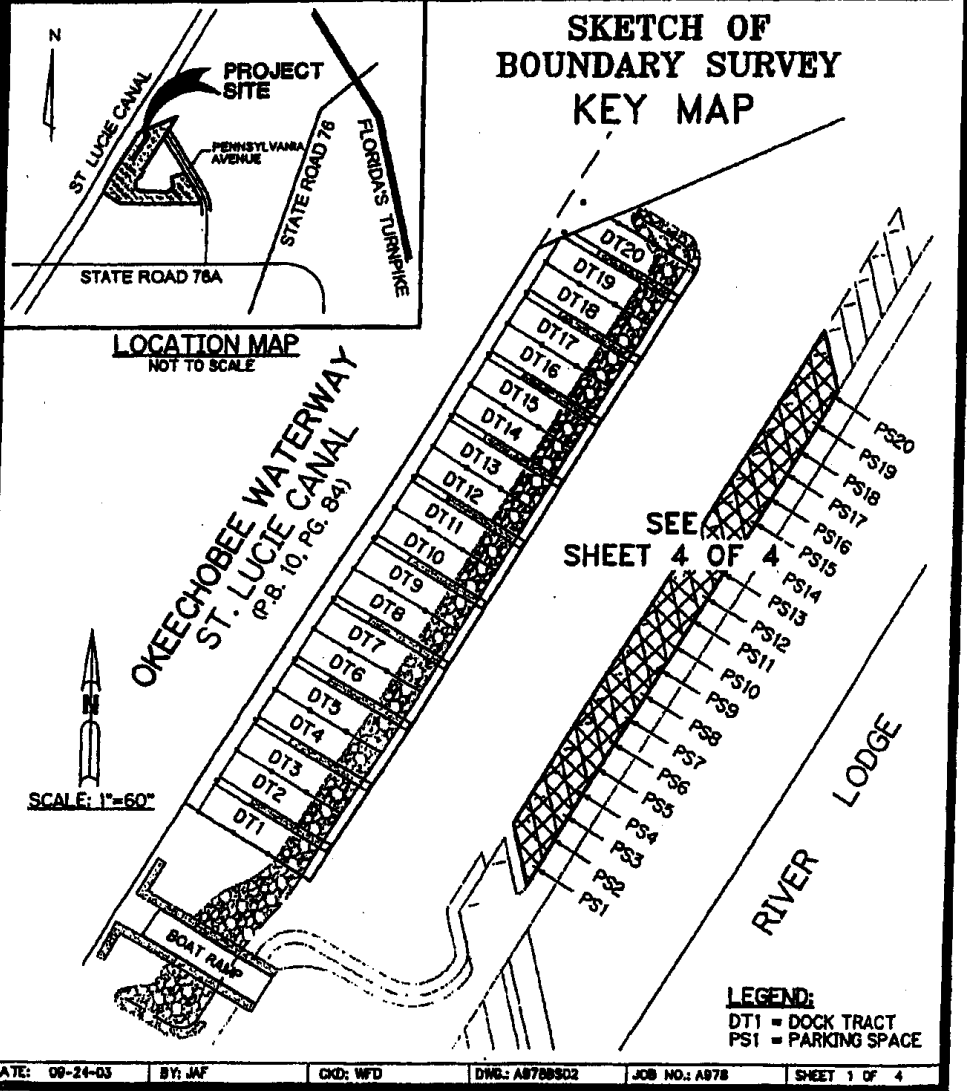
BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF SAID TRACT "B", HAVING A BEARING OF NORTH 89°37'04" WEST. ALL BEARINGS ARE RELATIVE THERETO.

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

DATE: 08-24-04	BY: JAF	CHKD: WFD	DWG: A8788502	JOB NO.: A978	SHEET 3 OF 4
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