



**BEFORE THE TOWN COUNCIL OF THE  
TOWN OF OCEAN BREEZE, MARTIN COUNTY, FLORIDA**

**ORDINANCE NUMBER 251-2017**

**AN ORDINANCE OF THE TOWN OF OCEAN BREEZE, FLORIDA, AMENDING ORDINANCE NUMBER 170-2010, ALSO KNOWN AS THE OCEAN BREEZE PARK WEST PLANNED UNIT DEVELOPMENT (PUD), THEREBY ADOPTING A FINAL MASTER SITE PLAN FOR A HOUSING DEVELOPMENT CONSISTING OF APPROXIMATELY 143 SINGLE-FAMILY HOMES; PROVIDING A REVISED/FINAL MASTER SITE PLAN, DEVELOPMENT CONDITIONS AND A TIMETABLE FOR DEVELOPMENT; DECLARING SAID PROJECT TO BE CONSISTENT WITH THE TOWN'S COMPREHENSIVE PLAN; PROVIDING FOR CONFLICT PROVISIONS AND A SEVERABILITY CLAUSE; PROVIDING FOR AN EFFECTIVE DATE AND FOR OTHER PURPOSES.**

**WHEREAS**, on September 13, 2010, the Ocean Breeze Town Council adopted Ordinance Number 170 rezoning the OBP West Property and approving the OBP West Planned Unit Development (PUD) Agreement, Master Site Plan and Development Conditions, which Ordinance is recorded in Official Records Book 2476, Page 1346, public records of Martin County, Florida; and

**WHEREAS**, The OBP West Property, which is subject to the standards set forth in this OBP West PUD Agreement, includes the entire forty-five (45) acres, more or less, located within the municipal limits of the Town of Ocean Breeze, west of the railroad tracks excluding the existing commercial development. The OBP West Property is more particularly described in Exhibit "A" of Ordinance 170 (OBP West PUD Property); and

**WHEREAS**, the approved OBP West PUD Agreement provides for a variety of commercial and residential uses on the 45 acres within the limits of the PUD including but not limited to, single family units, duplex units, multi-family apartments, assisted living facilities and mobile home units at a maximum density of 15 units per acre; and

**WHEREAS**, the OWNER of the property within the OBP West PUD, OBP West, LLC, a Florida limited liability company, is voluntarily requesting to amend the PUD Agreement, Master Site Plan and Development Conditions to eliminate all commercial and residential uses within the limits of the PUD except for 143 single family units at a maximum density of 3.1 units per acre; and

**WHEREAS**, an application for an amendment to the OBP West PUD Agreement, Master Site Plan and Development Conditions was filed on behalf of the OWNER of the property; and

**WHEREAS**, the Zoning Board held a properly noticed public hearing to consider the proposed amendment to the PUD Agreement including the Revised Master/Final Site Plan and Development Conditions; and

**WHEREAS**, the Town Council held properly noticed quasi-judicial public hearings to consider the proposed amendment to the PUD Agreement including the Revised Master/Final Site Plan and Development Conditions; and

Inst. # 2632967  
Bk: 2922 Pg: 1580 Pages: 1 of 53  
Recorded on: 5/3/2017 1:51 PM Doc: GOV  
Carolyn Timmann  
Clerk of the Circuit Court & Comptroller  
Martin County, FL  
Rec Fees: \$452.00



**WHEREAS**, the Town Council has considered the OWNER's voluntary request for the PUD Amendment and has also considered the recommendation of Town Council's staff; and

**WHEREAS**, the OWNER has committed to the Town that its development will comply with all development codes, plans, standards and conditions approved by the Town Council; and that it will bind its successors in title to any such commitments made upon approval of the PUD; and

**WHEREAS**, at the hearings, the OWNER's representatives showed by substantial competent evidence that the application is consistent with the Town of Ocean Breeze Comprehensive Plan and Land Development Code, and the procedural requirements of law; and

**WHEREAS**, the PUD will be in harmony with surrounding properties and their anticipated development;

**WHEREAS**, the foregoing recitals are true and adopted as findings of fact and conclusions of law; and

**WHEREAS**, the OBP West Property is legally described in Exhibit A of this ordinance.

**NOW, THEREFORE, THE OCEAN BREEZE TOWN COUNCIL HEREBY ORDAINS:**

**SECTION 1.** The following plans and documents, which are collectively referred to as the "Development Plans", are on file as public records of the Town, at the office of the Town Clerk, and attached hereto as Exhibit "B":

1. The Revised Master/Final Site Plan, prepared by Lucido & Associates, dated March 6, 2017 hereinafter referred to as the "Site Plan";
2. The Landscape Plans and Landscape Management Plan prepared by Lucido & Associates, dated March 6, 2017;
3. The Certificate of Occupancy (CO) Phasing Plan and Development Timetable applicable to the Site Plan prepared by Lucido & Associates, dated March 6, 2017;
4. The Preserve Area Management Plan, dated January 2017, applicable to the preserve areas designated on the Site Plan and prepared by E. W. Consultants, Inc.; and
5. The Architectural elevations for the recreation cabana and typical single family home.

**SECTION 2.** The development standards and conditions for the Property are amended and are set forth in Revised Exhibit "C", attached hereto and incorporated herein. The First Amendment to the Planned Unit Development Agreement, as set forth herein, is hereby adopted.

**SECTION 3.** Town ordinances and Town resolutions or parts thereof, and other parts of the Zoning and Land Development Code of the Town of Ocean Breeze in conflict with this ordinance are hereby superseded to the extent of such conflict.

**SECTION 4.** If any provision of this ordinance or the application thereof to any person or circumstance is held to be unconstitutional, invalid or ineffective, this holding shall not affect the remaining portions of this ordinance. If this ordinance or any provision thereof shall be held to be inapplicable to any person, property, or circumstance by a court of competent jurisdiction, such holding shall not affect its applicability to any other person, property or circumstance.

**SECTION 5.** All of the terms and conditions of Ordinance 170 that are not specifically amended or revised by this Amendment shall remain in full force and effect as stated therein.

**SECTION 6.** This ordinance shall become effective immediately upon adoption by the Town Council and acceptance by the OWNER.

**SECTION 7.** The complete execution and recording of this ordinance by the Town Clerk, which shall be paid for by the applicant, shall occur no later than 60 days from the date of this approval, failing which this ordinance shall become void.

**PASSED** on First Reading this 28<sup>th</sup> day of February, 2017.

**APPROVED AND ADOPTED** on Second Reading this 13<sup>th</sup> day of March, 2017.

ANN KAGDIS, PRESIDENT  
KENNETH DE ANGELES, VICE-PRESIDENT  
JERRY COLLINS, COUNCIL MEMBER  
RICHARD GEROLD, COUNCIL MEMBER  
TERRY LOCATIS, COUNCIL MEMBER  
DAVID WAGNER, COUNCIL MEMBER

YES	NO	ABSENT
X		
X		
X		
X		
X		
X		

ATTEST:

Pam Orr  
PAM ORR  
TOWN CLERK

Ann G. Kagdis  
ANN KAGDIS  
COUNCIL PRESIDENT

APPROVED AS TO FORM:

William F. Crary, II  
WILLIAM F. CRARY, II  
TOWN ATTORNEY

Karen M. Ostrand  
KAREN M. OSTRAND  
MAYOR



ACCEPTANCE AND AGREEMENT

BY SIGNING THIS ACCEPTANCE AND AGREEMENT, THE UNDERSIGNED HEREBY ACCEPTS AND AGREES TO ALL OF THE TERMS AND CONDITIONS CONTAINED IN THE PLANNED UNIT DEVELOPMENT ADOPTED HEREBY AND ALL EXHIBITS, ATTACHMENTS AND DEVELOPMENT DOCUMENTS, INTENDED TO BE BOUND THEREBY, AND THAT SUCH ACCEPTANCE AND AGREEMENT IS DONE FREELY, KNOWINGLY, AND WITHOUT ANY RESERVATION, AND FOR THE PURPOSES EXPRESSED WITHIN THIS ORDINANCE. IF IT IS LATER DISCOVERED THAT THE UNDERSIGNED, OR ITS SUCCESSORS OR ASSIGNS HAVE FAILED IN ANY MATERIAL WAY TO DEVELOP THIS PLANNED UNIT DEVELOPMENT ACCORDING TO THIS ORDINANCE, ITS CONDITIONS AND THE DEVELOPMENT PLANS AND DOCUMENTS, THE UNDERSIGNED UNDERSTANDS AND AGREES ON BEHALF OF ITSELF AND ITS SUCCESSORS AND ASSIGNS THAT THIS ORDINANCE MAY BE AMENDED OR REPEALED BY THE TOWN COUNCIL, AND THAT OTHER ACTIONS MAY BE TAKEN AGAINST THE UNDERSIGNED BY THE TOWN, INCLUDING BUT NOT LIMITED TO CODE ENFORCEMENT ACTIONS, PERMIT AND LICENSING SUSPENSIONS OR REVOCATIONS, AND ANY OR ALL OTHER APPLICABLE CIVIL AND CRIMINAL ACTIONS.

IN WITNESS WHERE OF THE UNDERSIGNED HAS EXECUTED THIS ACCEPTANCE AND AGREEMENT.

OWNER:

OBP WEST, LLC, a Florida  
limited liability company

Witnesses

Print Name: Sharon Maddock

Print Name: Deryl A. Gallagher

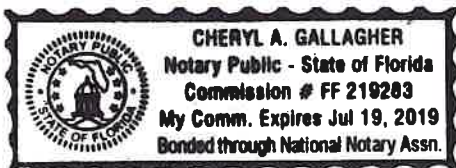
By: Marcia Coker  
Marcia Coker, Managing Member

OWNER'S ACKNOWLEDGMENT

STATE OF Florida  
COUNTY OF Martin

The above Ordinance, Acceptance and Agreement was acknowledged before me this 3rd day of April 2017, by Marcia Coker, Managing Member of OBP WEST, LLC. She ☒ is personally known to me, or ☐ has produced \_\_\_\_\_ as identification.

(NOTARIAL STAMP)



Cheryl A. Gallagher  
Notary Public  
My commission expires:

**EXHIBIT "A"**

**OCEAN BREEZE WEST PUD  
LEGAL DESCRIPTION**

Exhibit "A"

West Parcel

Parcel A:

A parcel of land lying within Section 22, Township 37 South, Range 41 East, Martin County, Florida, more particularly described as follows:

Commence at a concrete monument at the center of said Section said point being the Point of Beginning; thence South 00 deg 04' 42" West, a distance of 171.98 feet; thence South 89 deg 38' 36" East, a distance of 561.06 feet; thence South 17 deg 20' 26" East, a distance of 514.75 feet; thence North 89 deg 33' 36" West, a distance of 15.75 feet; thence South 17 deg 20' 26" East, a distance of 700.89 feet; thence North 89 deg 11' 48" West, a distance of 909.28 feet; thence North 00 deg 04' 42" East, a distance of 661.66 feet; thence North 89 deg 33' 36" West, a distance of 1980.18 feet; thence North 00 deg 04' 51" East, a distance of 330.04 feet; thence South 89 deg 33' 49" East, a distance of 659.55 feet; thence North 00 deg 07' 54" East, a distance of 330.42 feet; thence South 89 deg 33' 36" East, a distance of 215.30 feet; thence North 00 deg 28' 28" East, a distance of 160.00 feet; Thence South 89 deg 36' 36" East, a distance of 106.44 feet; thence South 00 deg 28' 28" West, a distance of 160.00 feet; thence South 89 deg 36' 36" East, a distance of 647.67 feet; thence North 00 deg 28' 28" East, a distance of 160.00 feet; thence South 89 deg 36' 36" East, a distance of 50.00 feet; thence South 00 deg 28' 28" West, a distance of 160.00 feet; thence South 89 deg 36' 36" East, a distance of 300.89 feet, to the Point of Beginning.

CONTAINING: 45.10 acres more or less

**EXHIBIT "B"**

**OCEAN BREEZE WEST PUD  
DEVELOPMENT PLANS**

**REVISED MASTER/FINAL SITE PLAN**



**EXHIBIT "B"**

**OCEAN BREEZE WEST PUD  
DEVELOPMENT PLANS**

**LANDSCAPE MANAGEMENT PLAN  
AND  
LANDSCAPE PLANS**

## **Ocean Breeze West PUD**

### **Landscape Management Plan February 20, 2017**

#### **Existing Conditions**

Ocean Breeze West PUD is a 45.1-acre subdivision located on the western side of the Florida East Coast Railroad in the Town of Ocean Breeze. The property primarily consists of Paola and St. Lucie Sands which are excessively drained, sand-based soils with a deep water table. Since the soils are excessively drained all landscaping shall be native to Florida and drought tolerant.

#### **Approved Landscape Plans**

All landscaping in common areas shall be installed and maintained in accordance with the approved landscape plans prepared by Lucido and Associates dated March 6, 2017.

#### **Common Area Landscape Maintenance**

The common areas within the Ocean Breeze West PUD include all areas that are dedicated to the homeowners' association by the plat. These areas include but are not limited to the project's entrances, recreation area, perimeter landscape buffers and dry retention areas. Perpetual maintenance of the common areas shall be the responsibility of the homeowners' association. The common areas have been planted with native trees and shrubs that have the best opportunity to grow in the sandy, well drained soils.

Dry Retention Areas - These areas are planted with native shrubs. Desired native vegetation shall be allowed to naturally revegetate these areas provided the retention areas are maintained clear of obstructions that would affect the functioning of the stormwater system. The sodded areas shall be planted with drought-tolerant, bahia grass and are the only areas that will be mowed on a regular basis.

Landscape Buffer Areas- These areas are planted with native trees and shrubs and shall also be allowed to revegetate naturally. The intent of these areas is to provide a visual barrier to the surrounding properties and the railway, therefore the vegetation shall also be allowed to grow in its natural form with only limited pruning or trimming permitted. The buffer areas shall be considered a "no mow zone". Pruning or trimming shall be only allowed if there is a clear danger to existing property. The homeowner's association is responsible for removing all exotic species from the buffers and common areas that are found on the Florida Exotic Pest Plant Council list of invasive plant species.

Entries and Recreation Area - These areas have been landscaped with native plant material that require regular trimming and maintenance that conform to the hardscape, signage and other design elements. The homeowners' association is responsible for maintaining these areas in a well-manicured fashion.

## **Irrigation**

Since the Ocean Breeze West PUD is in close proximity to the Martin County Utilities wellfield, there is no permanent irrigation of the common areas except for the project entrances and recreation area. All other areas shall utilize temporary irrigation to ensure that the trees and shrubs become successfully established. The temporary irrigation may be provided by the developer in the form of potable water provided by Martin County Utilities, a temporary irrigation well, the use of tree gator water bags or a water truck.

## **Fertilization**

Fertilizers within the Ocean Breeze West PUD shall be minimized and the homeowners' association and all homeowners shall comply with Martin County Ordinance 963, Section 67.434 Best Management Practices for Homeowners/ Tenants, Commercial Businesses and Institutional Landscapers. The homeowners' association shall be responsible for ensuring that the best management practices for fertilization is followed by the community.

### **Sec. 67.434. - Best management practices for home owners/tenants, commercial businesses and institutional landscapers.**

#### **A. *Fertilizer content and application rate.***

##### **1. *Phosphorus and nitrogen content.***

- a. No fertilizers containing phosphorus shall be applied to turf or landscape plants in unincorporated Martin County unless a soil or plant tissue deficiency of "low" or "very low" is verified by a UF/IFAS approved testing methodology. When a deficiency has been verified, the application of fertilizer containing phosphorus shall be in accordance with the rates and directions for the Southern Region of Florida as provided by Rule 5E-1.003, Florida Administrative Code. Deficiency verification shall be no more than two years old. However, when compost, manure, or top soil has been applied within 90 days more recent testing to verify current deficiencies shall be required. A "very low" designation for phosphorus set forth in the UF/IFAS Extension Soil Testing Laboratory Analytical Procedures Training Manual shall mean phosphorus levels below ten parts per million. A "low" designation for phosphorus shall mean phosphorus levels below 25 parts per million.
- b. Fertilizers containing nitrogen applied to turf and/or landscaping plants within unincorporated Martin County shall contain no less than 50 percent slow release nitrogen per guaranteed analysis label.

##### **2. *Application rate.***

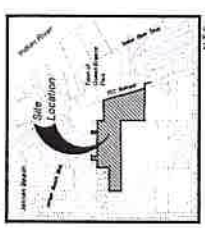
- a. Fertilizers containing nitrogen or phosphorus should be applied to turf and/or landscape plants at the lowest amount or rate necessary to correct or prevent nutrient deficiencies without exceeding the maximum per application rate specified on the label. Fertilizer shall not be applied at a rate greater than requirements and directions provided by Rule 5E-1.003(2), Florida Administrative Code, Labeling Requirements For Urban Turf Fertilizers. All commercial and institutional applicators shall be responsible for maintaining a record of the pounds of nitrogen and phosphorus expressed as pounds per 1,000 square feet of land applied to each site during the year.
- b. Unless otherwise specified in this article, fertilizers applied to turf within Martin County shall be formulated and applied in accordance with requirements and directions provided by Rule 5E-1.003, Florida Administrative Code, Labeling Requirements For Urban Turf Fertilizers.
- c. Fertilizer containing nitrogen or phosphorus shall not be applied before seeding or sodding a site, and shall not be applied for the first 30 days after seeding or sodding, except when

hydro-seeding for temporary or permanent erosion control in an emergency situation (wildfire, etc.), or in accordance with the stormwater pollution prevention plan for that site.

- d. No applicator shall apply fertilizers containing nitrogen and/or phosphorus to turf and/or landscape plants during prohibited application periods, or to saturated soils.
3. *Prohibited application period.* No fertilizer containing nitrogen or phosphorus shall be applied between June 1 and September 30. Additionally, no fertilizer shall be applied during a flood watch or warning, or a tropical storm watch or warning, or a hurricane watch or warning, as issued by the National Weather Service, or if heavy rains (in excess of two inches in 24 hours) are expected.
- B. *Total yearly applications.* While single fertilizer applications in the fall and spring will often suffice, fertilizers shall not be applied more than the fertilization guidelines for the southern region of Florida under the Florida Department of Agriculture and Consumer Services rule (5E-1.003 F.A.C.) during any one calendar year to a single area.
  - C. *Impervious surface.* Fertilizer shall not be applied, spilled or otherwise deposited on any impervious surfaces. Any fertilizer applied, spilled or deposited, either intentionally or accidentally, on any impervious surface shall be immediately and completely removed. Fertilizer released on an impervious surface must be immediately contained and either legally applied to turf or any other legal site, or returned to the original or other appropriate container.
  - D. *Fertilizer free zone.* No fertilizer shall be applied in or within 25 feet from the edge of any water body or sea wall or in any designated wetland or within 25 feet of any wetland as defined by the Florida Department of Environmental Protection (Chapter 62-340 F.A.C.). Newly planted turf and/or landscape plants may be fertilized in this zone only for a 60-day period beginning 30 days after planting if needed to allow the plants to become well-established. Caution shall be used to prevent direct input of nutrients into the water.
  - E. *Mode of application.* Spreader deflector shields are required when fertilizing by use of any broadcast spreaders. Deflectors must be positioned such that fertilizer granules are deflected away from all impervious surfaces, fertilizer free zone, buffer zone, and waterbodies, including wetlands.
  - F. *No-mow zone.* A voluntary ten foot no-mow zone is strongly recommended, but not mandated, from the water's edge of any pond, stream, water body, lake, canal, wetland or from the top of a seawall. This zone may receive periodic maintenance to remove or control invasive or exotic species. No vegetative material shall be deposited or left remaining in this zone or deposited in adjacent waters. Care should be taken to prevent the over-spray of aquatic weed products in this zone.
  - G. *Management of grass clippings and vegetative material.* In no case shall grass clippings and/or vegetative material, either intentionally or accidentally, be washed, swept, or blown off into stormwater drains, ditches, conveyances, water bodies, roadways, or other impervious surfaces. Grass clippings should be blown back onto the lawn areas or removed.



**Key / Location:**



**Project Team:**

j

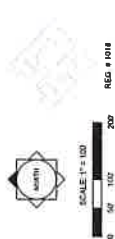
Players:	Livestock & Aquaculture PFI Ltd (Asia Pacific) International PFI Ltd (Asia Pacific) Ltd.
Engineers:	Charles Engineering, Inc. 10000 13th Avenue, Suite 418 Farm City, TN, 38008
Surveyors:	QCY International Professionals & Surveyors and Sappers Corpus de Orlan P.O. Box 148 Farm City, TN, 38081
Environmental Consultants:	PVI Consulting 10000 13th Avenue, Suite 418 Farm City, TN, 38081

**Ocean Breeze West  
PUD**

Town of Ocean Breeze  
Martin County, Florida

Landscape Plan  
Cover Sheet

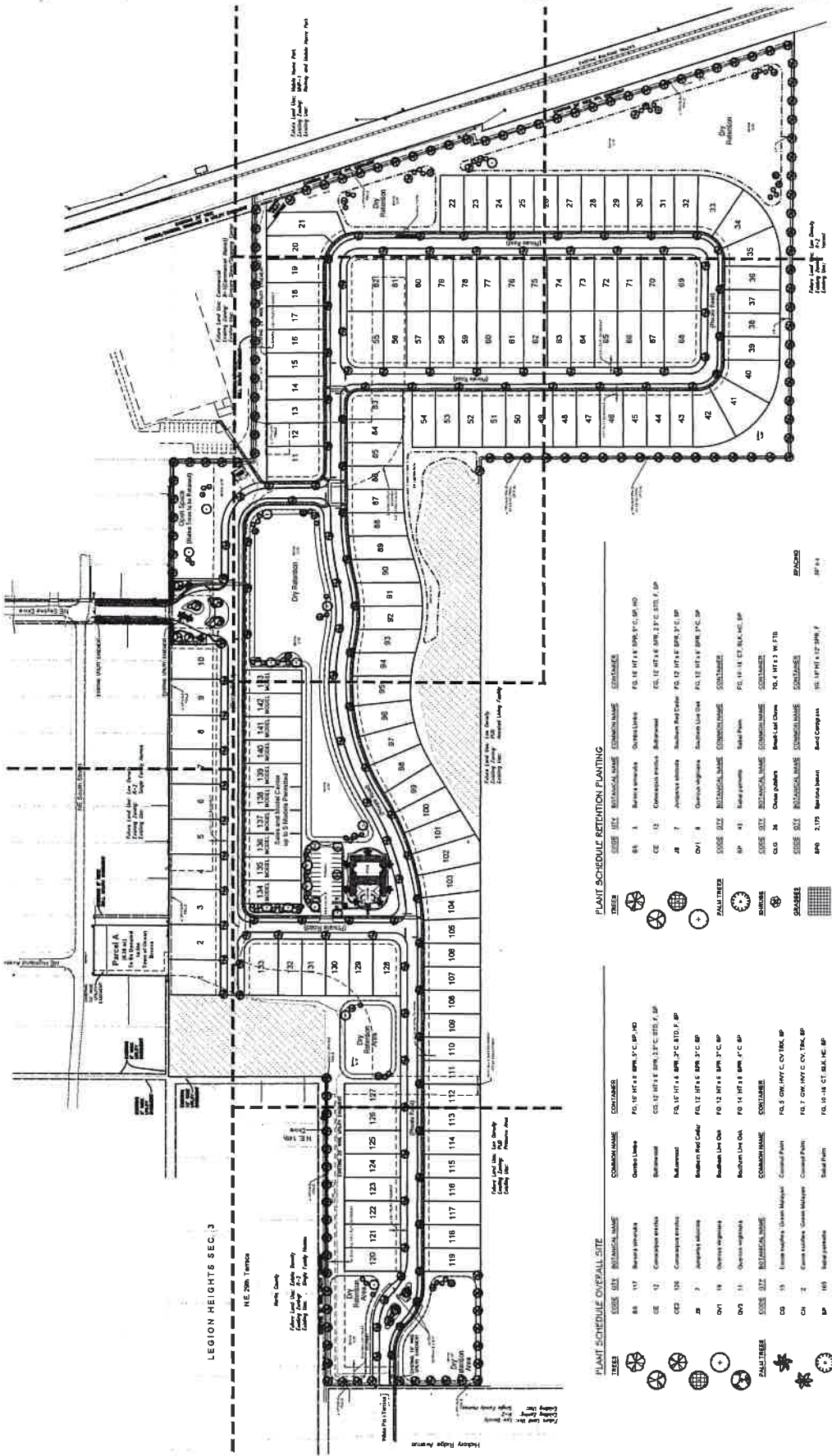
Date	By	Description
12-08-16	BW	Initial Subtotal
02-08-17	BW	1st Reconsitl
02-21-17	BW	2nd Reconsitl
03-08-17	BW	3rd Reconsitl



REG. # 1018 2007

Designer: **BRW**  
 Manager: **DF**  
 Project Number: **16-130**  
 Municipal Number: **—**  
 Sheet: **CV**

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PLANT SCHEDULING PRINTER BUFFER

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## PLANT SCHEDULE STREET TREES

[illegible]

### PLANT SCHEDULE OVERALL SITE

[illegible]

### PLANT SCHEDULE RETENTION PLANTING

[illegible]

## PLANT SCHEDULE RETENTION PLANTING

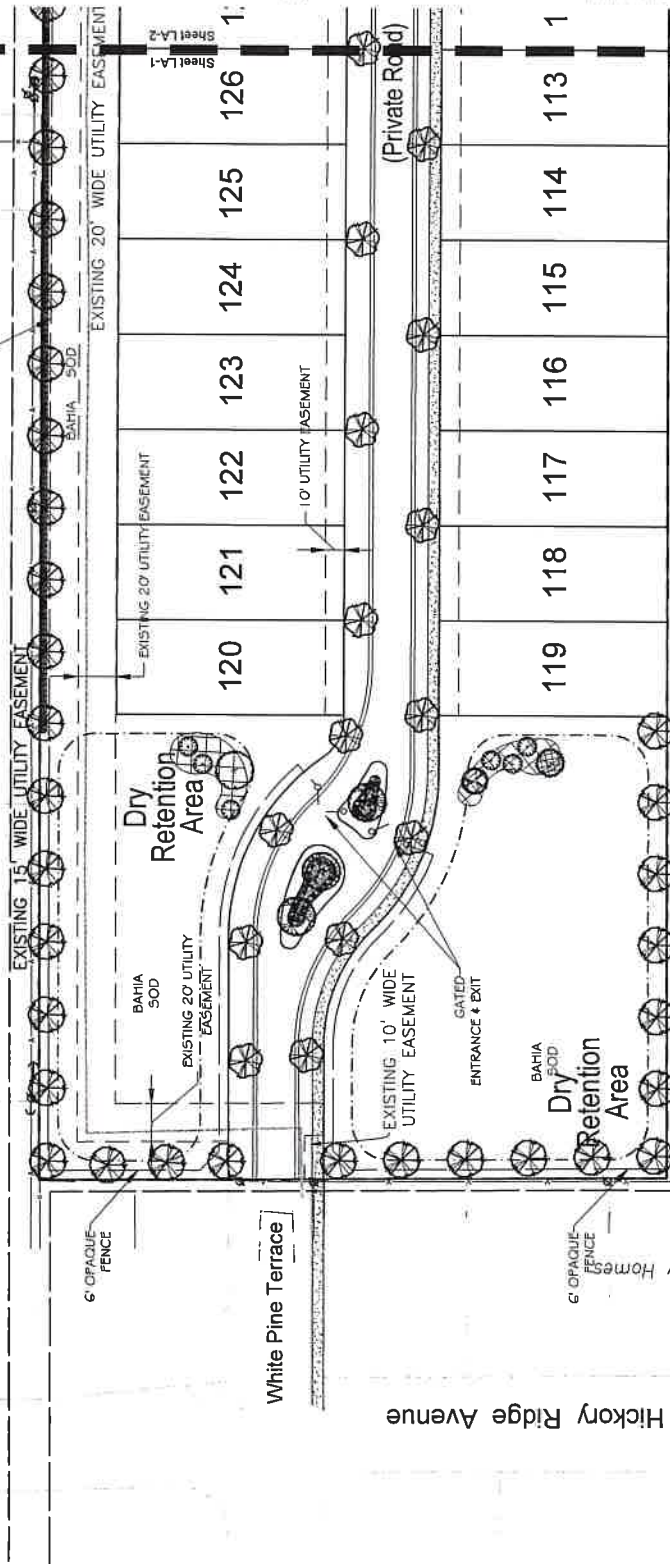
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N.E. 29th Terrace

Martin County

Future Land Use: Estate Density  
Existing Zoning: R-2  
Existing Use: Single Family Homes

N.E. 14th Drive



White Pine Terrace

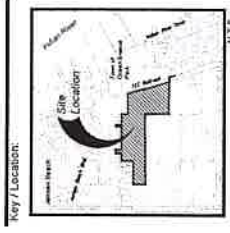
Hickory Ridge Avenue

Future Land Use: Low Density  
Existing Zoning: R-2  
Existing Use: Single Family Homes

Future Land Use: Low Density  
Existing Zoning: PUD  
Existing Use: Preserve Area

lucido & associates

3000 N.E. 1st Avenue, Suite 100  
Fort Lauderdale, FL 33304  
Phone: (954) 551-1111  
Fax: (954) 551-1112



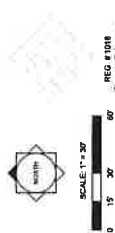
Project Team:

Client & Property Owner:  
Landscape Architect:  
Engineer:  
Surveyor:  
Civil Engineer:  
Architect:  
Landscape Architect:  
Civil Engineer:  
Surveyor:  
Architect:

Ocean Breeze West  
PUD

Town of Ocean Breeze  
Martin County, Florida  
Landscape Plan

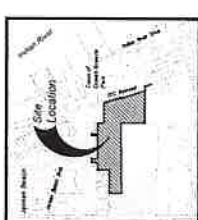
Date	By	Description
12/04/18	BW	Initial Submittal
02/06/19	BW	1st Revisions
03/06/19	BW	2nd Revisions



REG # 12018  
Florida Professional Engineer  
LA-1

Owner: Ocean Breeze West  
Landscape Architect: Lucido & Associates, Inc.

© 1991 E. C. and W. H. Smith, Illinois JH44  
105 Avenue 6, Suite 24, East Ave., Elmhurst, Illinois 60120  
105 Avenue 6, Suite 24, East Ave., Elmhurst, Illinois 60120  
105 Avenue 6, Suite 24, East Ave., Elmhurst, Illinois 60120



**Project Team:**

**Class 4**  
**Property Class:**

<p><b>Members:</b></p> <p><b>United States Association</b> 781 East Ocean Boulevard Suite 200 Salt Lake City, UT 84106</p> <p><b>Engineers:</b></p> <p><b>Greiner Engineering, Inc.</b> 2140 West North Street Salt Lake City, UT 84119</p> <p><b>Surveyors:</b></p> <p><b>QTY International</b> Professional Surveyors Inc. Cedarvale Office P.O. Box 1448 Park City, UT 84302</p> <p><b>Geotechnical:</b></p> <p><b>ENR Consultants</b> 1600 S.E. Military Commerce Suite 200 Salt Lake City, UT 84143</p>	<p><b>Members:</b></p> <p><b>United States Association</b> 781 East Ocean Boulevard Suite 200 Salt Lake City, UT 84106</p> <p><b>Engineers:</b></p> <p><b>Greiner Engineering, Inc.</b> 2140 West North Street Salt Lake City, UT 84119</p> <p><b>Surveyors:</b></p> <p><b>QTY International</b> Professional Surveyors Inc. Cedarvale Office P.O. Box 1448 Park City, UT 84302</p> <p><b>Geotechnical:</b></p> <p><b>ENR Consultants</b> 1600 S.E. Military Commerce Suite 200 Salt Lake City, UT 84143</p>
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**Ocean Breeze West  
PUD**

**Town of Ocean Breeze  
Martin County, Florida**

## Landscape Plan

Date	By	Description
2/06/16	BW	Initial Submittal
2/06/17	BW	1st Resubmittal
2/21/17	BW	2nd Resubmittal
02/17	BW	3rd Resubmittal



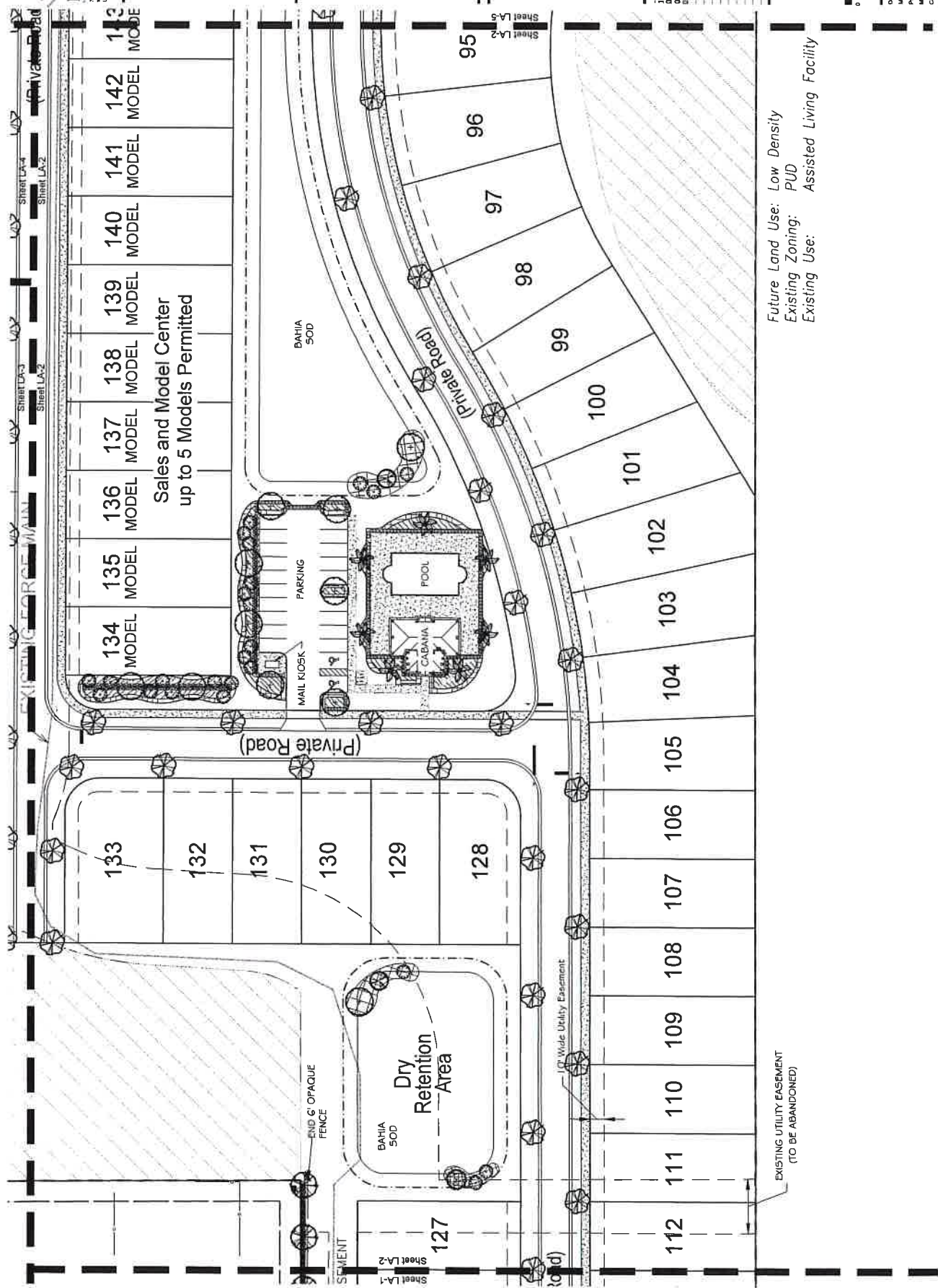
SCALE: 1" = 30'

60 REG # 1018  
Thomas P. Luciani

Sheet  
**LA-2**  
BW  
OF  
Project Number 18-130

—  
Principal Nutritionist  
—  
Computer File  
—  
Olean Branch West - Landscape Plan along

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Future Land Use: Low Density  
Existing Zoning: PUD  
Existing Use: Assisted Living Facility

**lucido & associates**  
 401 Ocean Blvd., Suite 1000  
 Ocean Breeze, FL 33413  
 Phone: (407) 255-1100  
 Fax: (407) 255-1101  
 Email: info@lucido.com

**Key Location:**

**Project Team:**

**Client & Property Owner:**

**Project:**

**Owner:**

**Design:**

**Construction:**

**Project:**

**Owner:**

**Design:**

**Construction:**

**Ocean Breeze West PUD**

**Town of Ocean Breeze**  
**Marlin County, Florida**

**Landscape Plan**

Date	By	Description
02.08.16	BW	Initial Schematic
02.08.17	BW	1st Plan Approval
02.08.17	BW	2nd Plan Approval
02.08.17	BW	3rd Plan Approval

**Scale:** 1" = 30'

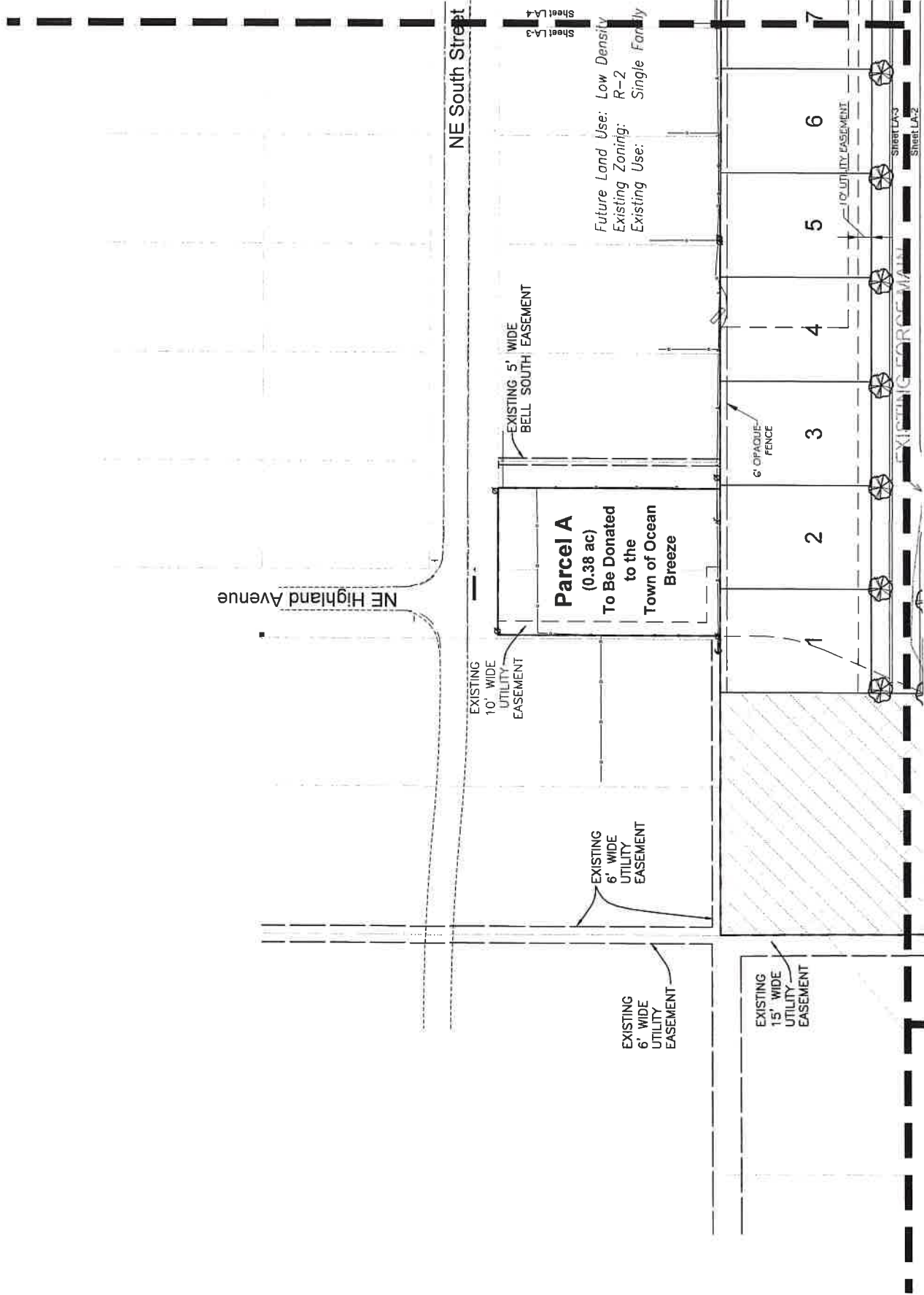
**North Arrow**

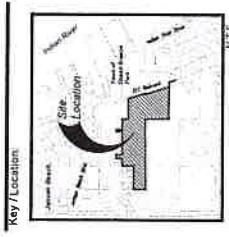
**REG. # 1078**  
**Thomas P. Lucido**

**LA-3**

**Design:** BW  
**Drawn:** BW  
**Project Number:** 16-30  
**Map Sheet Number:** 16-30  
**Copyright:** 2016

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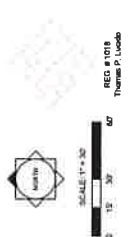




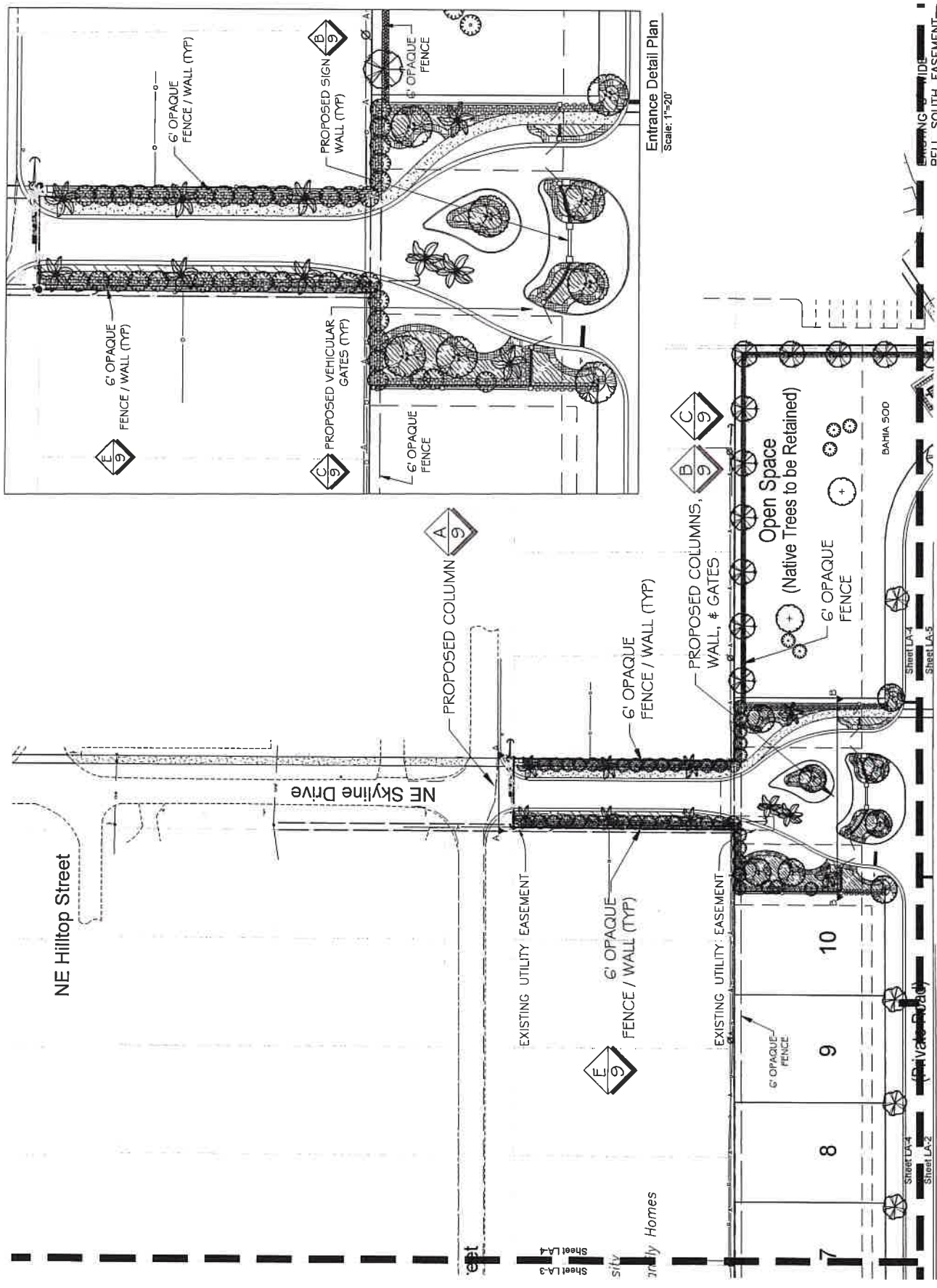
**Project Team:**  
 Client & Property Owner:  
 Project:  
 Engineer:  
 Designer:  
 Date:  
 Scale:

# **Ocean Breeze West PUD** **Landscape Plan**

Date	By	Description
12.06.18	BN	Initial Schematic
02.06.17	BN	Site Preliminary
02.06.17	BN	Site Preliminary
02.06.17	BN	Site Preliminary



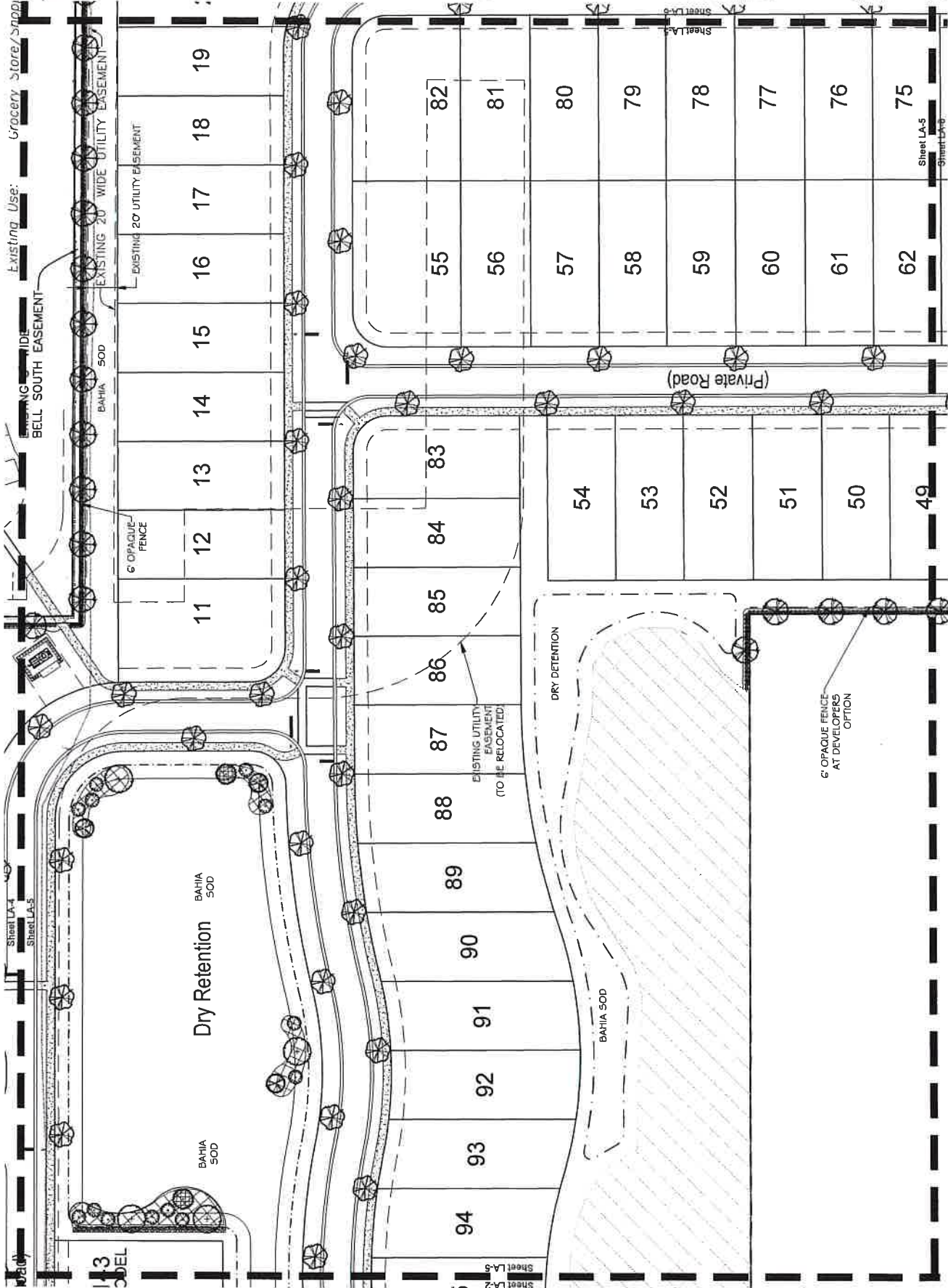
**LA-4**  
 Ocean Breeze West - Landscape Plan - 4th  
 Designer: BN  
 Project Number: 18-130  
 Municipal Number:  
 Computer File:



**Entrance Detail Plan**  
 Scale: 1"=20'

**ENTRANCE DETAIL PLAN**  
 SCALE: 1"=20'

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Key / Location:

Project Team:

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# Ocean Breeze West PUD Town of Ocean Breeze Marin County, Florida Landscape Plan

Date	By	Description
12.08.16	BW	Initial Submittal
02.21.17	BW	2nd Submittal
03.08.17	BW	2nd Re-submittal

Scale: 1" = 20'

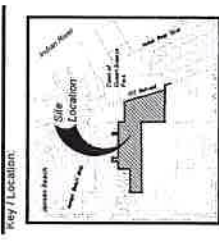
North Arrow

REG # 10015  
Thomas P. Lucido

LA-5  
Sheet  
Ocean Breeze West - Landscape Plan (Long)

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1111 E. Chicago Street, Detroit, Michigan 48204  
 1111 E. Chicago St., Detroit, Mich 48204  
 1111 E. Chicago Street, Detroit, Michigan 48204



**Card 4**  
**Primary Owner:**

<b>Plaster is:</b>	<b>Grade 5, Acoustical</b> 1110 1/2 Cedar Street Austin, Texas 78704
<b>Engineer:</b>	<b>Griffin Corporation, Inc.</b> 2110 West Marbury Blvd., Suite 215 P.O. Box 71, 76102
<b>Designer:</b>	<b>QCY Incorporated</b> Professional Surveyors and Mapmakers Corporate Office P.O. Box 1488 P.O. Box 71, 76101
<b>Construction Consultant:</b>	<b>DW Consultants</b> 1800 E. Monterey Commons Blvd. Suite 200 Austin, TX, 78704

## Landscape Plan

Date	By	Description
12.08.18	BW	Initial Subtotal
02.08.17	BW	1st Requisition
02.11.17	BW	2nd Requisition
03.08.17	BW	3rd Requisition



0 15% 30% 60%

REQ. # 1018  
Thomas P. Lucido

Designer	BRW
Manager	DF
Project Number	10-130

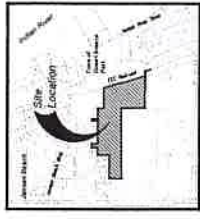
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Community File: \_\_\_\_\_  
Original Disease Ident.: \_\_\_\_\_  
Laboratory Path. Inst.: \_\_\_\_\_

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# Lucido & associates

Professional Seal: 10/10/2018  
 10/10/2018  
 10/10/2018

Key / Location:



Project Team:

Client & Property Owner:

Project Name:  
 Ocean Breeze West  
 PUD  
 Town of Ocean Breeze  
 Martin County, Florida  
 Landscape Plan

## Ocean Breeze West PUD

Town of Ocean Breeze  
 Martin County, Florida  
 Landscape Plan

Date	By	Description
12/04/18	EW	Initial Submittal
02/07/19	EW	1st Revisions
02/21/19	EW	2nd Revisions
03/06/19	EW	3rd Revisions



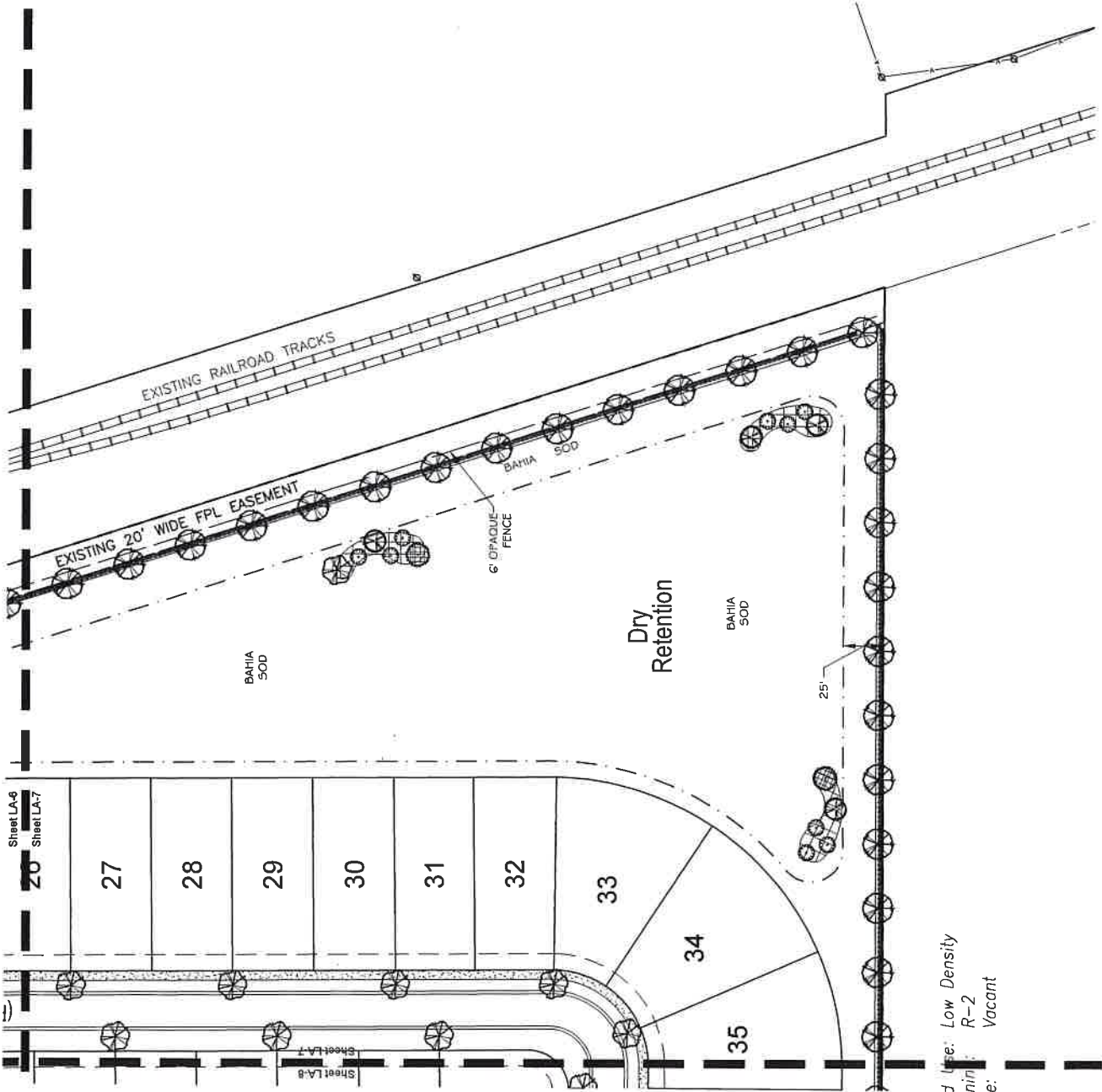
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REG. # 12118  
 Thomas P. Lucido

LA-7

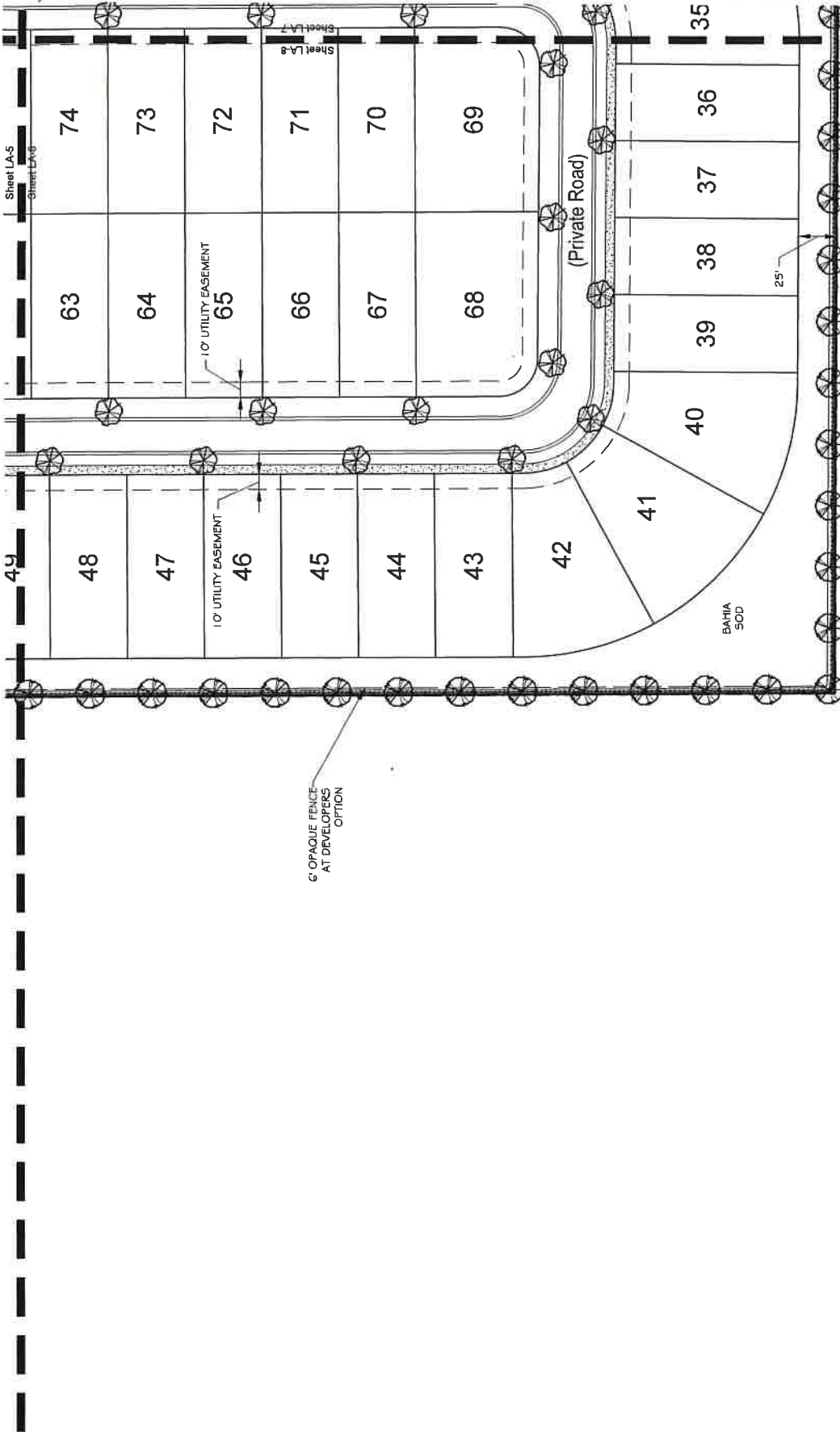
Design: BVP  
 Manager: DF  
 Project Number: 18-130  
 Designer: Thomas P. Lucido  
 Project: Ocean Breeze West - Landscape Plan - PUD

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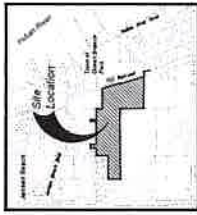
Use: Low Density  
 R-2  
 Vacant

Sheet LA-5  
Sheet Edge



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Fort Lauderdale, FL 33304  
Tel: 954.576.1234  
Fax: 954.576.1235  
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Key / Location:



Project Team:

Client & Property Owner:

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Project Engineer: **David Lucido**  
Project Designer: **David Lucido**  
Project Checker: **David Lucido**  
Project Approver: **David Lucido**  
Project Coordinator: **David Lucido**  
Project Assistant: **David Lucido**  
Project Secretary: **David Lucido**  
Project Receptionist: **David Lucido**  
Project Mailroom: **David Lucido**  
Project Janitor: **David Lucido**  
Project Security: **David Lucido**  
Project Maintenance: **David Lucido**  
Project Cleaning: **David Lucido**  
Project Pest Control: **David Lucido**  
Project Fire Protection: **David Lucido**  
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Project HR: **David Lucido**  
Project IT: **David Lucido**  
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Project Environment: **David Lucido**  
Project Quality: **David Lucido**  
Project Risk: **David Lucido**  
Project Compliance: **David Lucido**  
Project Ethics: **David Lucido**  
Project Governance: **David Lucido**  
Project Strategy: **David Lucido**  
Project Vision: **David Lucido**  
Project Mission: **David Lucido**  
Project Values: **David Lucido**  
Project Principles: **David Lucido**  
Project Standards: **David Lucido**  
Project Procedures: **David Lucido**  
Project Policies: **David Lucido**  
Project Guidelines: **David Lucido**  
Project Best Practices: **David Lucido**  
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Project Leadership: **David Lucido**  
Project Management: **David Lucido**  
Project Organization: **David Lucido**  
Project Structure: **David Lucido**  
Project Culture: **David Lucido**  
Project Climate: **David Lucido**  
Project Environment: **David Lucido**  
Project System: **David Lucido**  
Project Process: **David Lucido**  
Project Method: **David Lucido**  
Project Approach: **David Lucido**  
Project Framework: **David Lucido**  
Project Model: **David Lucido**  
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Project Model: **David Lucido**  
Project Template: **David Lucido**  
Project Pattern: **David Lucido**  
Project Style: **David Lucido**  
Project Design: **David Lucido**  
Project Plan: **David Lucido**

# Ocean Breeze West PUD

Town of Ocean Breeze  
Martin County, Florida

## Landscape Plan

Date	By	Description
12.08.18	BW	Initial Submittal
02.09.19	BW	1st Revision
03.11.19	BW	2nd Revision
04.06.19	BW	3rd Revision



SCALE: 1" = 30'  
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REG # 1018

Thomas P. Lucido

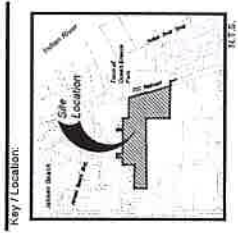
Designer	BW	Sheet
Manager	DF	
Project Number	18-130	
Approval Number		
Approval Date		

**LA-8**

Ocean Breeze West - Landscape Plan

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Future Land Use:  
Existing Zoning:  
Existing Use:



Key / Location

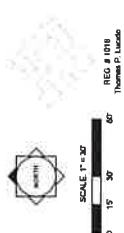
Client & Property Owner

Project Name: Ocean Breeze West PUD  
 Location: 10000 SW 15th Ave, Suite 100  
 Engineer: Lucido & Associates  
 Architect: [Redacted]  
 Surveyor: [Redacted]  
 Date: 03.08.17  
 Scale: 1/4" = 1'-0"

# Ocean Breeze West PUD

Town of Ocean Breeze  
 Marion County, Florida  
 Entrance Hardscape

Date	By	Description
02.08.17	BW	Initial Submission
02.08.17	BW	1st Presentation
02.08.17	BW	2nd Presentation
02.08.17	BW	3rd Presentation

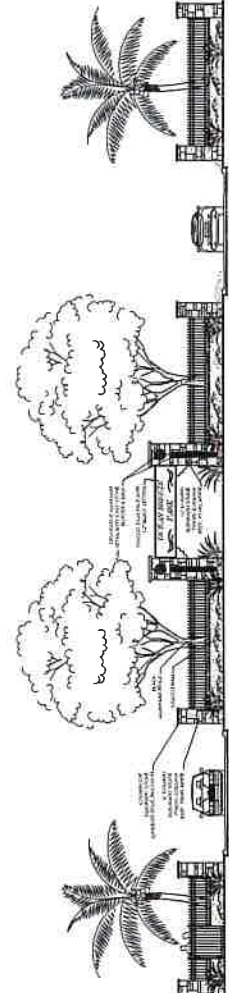


REG. 01018  
 Thomas P. Lucido  
 Designer: BW  
 Manager: DF  
 Project Number: 15-130  
 Drawing Number: LA-9  
 Computer File: Ocean Breeze West - Entrance Plan.dwg

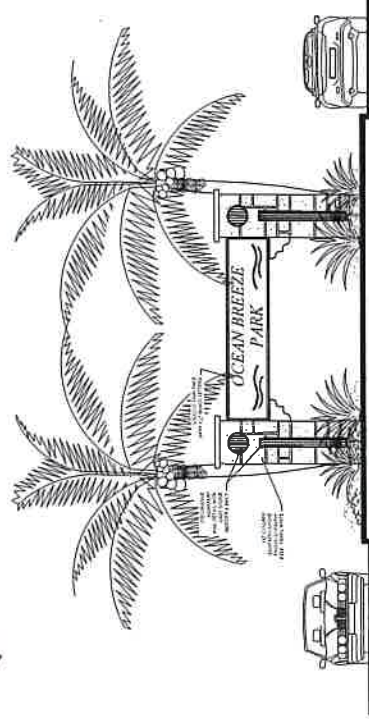
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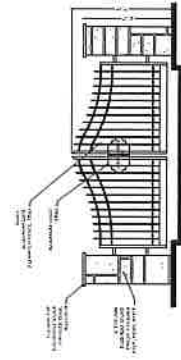
A ENTRANCE COLUMNS & GATES - DESIGN DETAIL  
 SCALE: 1/4" = 1'-0"



B SIGN WALL, COLUMNS, & GATES - DESIGN DETAIL  
 SCALE: 1/8" = 1'-0"



D SIGN WALL - DESIGN DETAIL  
 SCALE: 1/4" = 1'-0"



C VEHICULAR GATE - DESIGN DETAIL  
 SCALE: 1/4" = 1'-0"



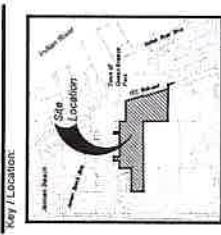
E BOUNDARY FENCE / WALL - DESIGN DETAIL  
 SCALE: 1/8" = 1'-0"



**EXHIBIT "B"**

**OCEAN BREEZE WEST PUD  
DEVELOPMENT PLANS**

**CERTIFICATE OF OCCUPANCY  
PHASING PLAN AND  
DEVELOPMENT TIMETABLE**

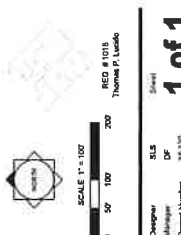


**Project Team**

Prepared By:	Lucido & Associates, LLC
Project:	Phase 1, 2, 3, 4
Engineer:	Professional Engineer No. 12345
Surveyor:	Professional Surveyor No. 67890
Architect:	Professional Architect No. 11111
City Engineer:	Professional Engineer No. 22222
City Surveyor:	Professional Surveyor No. 33333
City Architect:	Professional Architect No. 44444
City Engineer:	Professional Engineer No. 55555
City Surveyor:	Professional Surveyor No. 66666
City Architect:	Professional Architect No. 77777

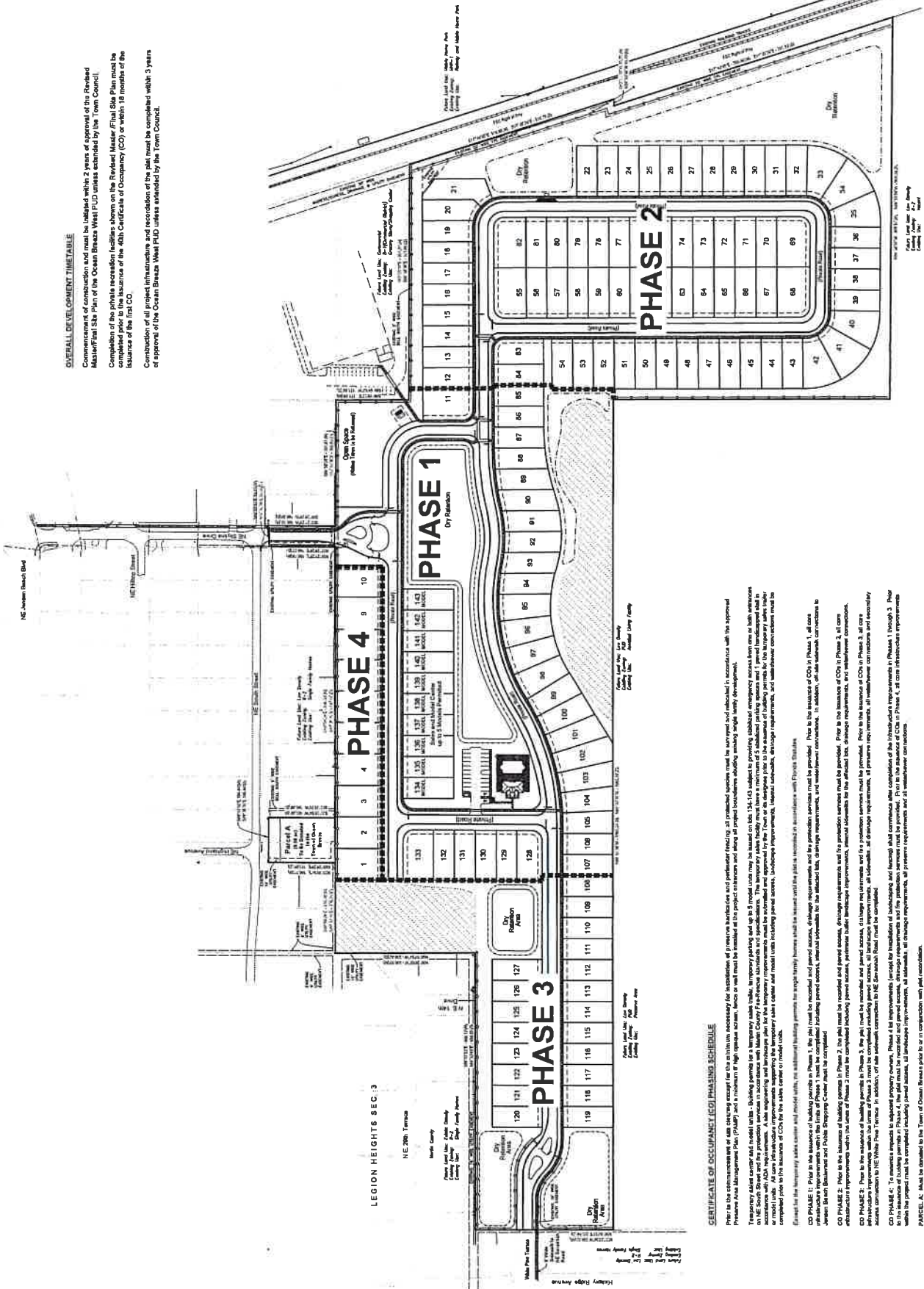
# Ocean Breeze West PUD Town of Ocean Breeze Martin County, Florida C.O. Phasing Plan and Development Timetable

Date	By	Description
2-2-2017	S.L.S.	Initial Submission
2-2-2017	S.L.S.	1st Presentation
3-2-2017	S.L.S.	2nd Presentation



Owner:	SLS
Manager:	DF
Project Number:	10-100
Map Sheet Number:	1 of 1
Computer File:	Ocean Breeze West - Final Site Plan.dwg

**OVERALL DEVELOPMENT TIMETABLE**  
 Commencement of construction and must be initiated within 2 years of approval of the Revised Master/Phasing Plan of the Ocean Breeze West PUD unless extended by the Town Council.  
 Completion of the private infrastructure facilities shown on the Revised Master/Phasing Plan must be initiated within 2 years of approval of the Revised Master/Phasing Plan and must be completed within 18 months of the issuance of the final CO.  
 Construction of all project infrastructure and reconstruction of the plat must be completed within 3 years of approval of the Ocean Breeze West PUD unless extended by the Town Council.



## CERTIFICATE OF OCCUPANCY (CO) PHASING SCHEDULE

Prior to the commencement of any construction for the installation of a new or existing building, all proposed structures must be surveyed and allocated in accordance with the approved Preliminary Area Management Plan (PAMP) and a minimum of 100% of the proposed structures must be surveyed and allocated in accordance with the approved Preliminary Area Management Plan (PAMP).

**CO PHASE 1:** Prior to the issuance of building permits for Phase 1, the plat must be recorded and the plat must be approved by the Town Council. Prior to the issuance of COs in Phase 1, all core infrastructure improvements within the limits of Phase 1 must be completed. Building permits for Phase 1 must be completed. Building permits for Phase 1 must be completed. Building permits for Phase 1 must be completed.

**CO PHASE 2:** Prior to the issuance of building permits for Phase 2, the plat must be recorded and the plat must be approved by the Town Council. Prior to the issuance of COs in Phase 2, all core infrastructure improvements within the limits of Phase 2 must be completed. Building permits for Phase 2 must be completed. Building permits for Phase 2 must be completed. Building permits for Phase 2 must be completed.

**CO PHASE 3:** Prior to the issuance of building permits for Phase 3, the plat must be recorded and the plat must be approved by the Town Council. Prior to the issuance of COs in Phase 3, all core infrastructure improvements within the limits of Phase 3 must be completed. Building permits for Phase 3 must be completed. Building permits for Phase 3 must be completed. Building permits for Phase 3 must be completed.

**CO PHASE 4:** Prior to the issuance of building permits for Phase 4, the plat must be recorded and the plat must be approved by the Town Council. Prior to the issuance of COs in Phase 4, all core infrastructure improvements within the limits of Phase 4 must be completed. Building permits for Phase 4 must be completed. Building permits for Phase 4 must be completed. Building permits for Phase 4 must be completed.

**EXHIBIT "B"**

**OCEAN BREEZE WEST PUD  
DEVELOPMENT PLANS**

**PRESERVE AREA MANAGEMENT PLAN**

**EW Consultants, Inc.**

**Natural Resource Management, Wetland, and Environmental Permitting Services**



**CONSULTANTS, INC.**

## **OCEAN BREEZE WEST PUD**

### **PRESERVE AREA MANAGEMENT PLAN**

**Prepared for:  
D.R. Horton**

**Prepared by:  
EW Consultants, Inc.**

**©January 2017**

**1000 SE Monterey Commons Blvd, Suite 208 • Stuart, FL 34996 • Phone: 772-287-8771 •  
Fax: 772-287-2988  
[www.ewconsultants.com](http://www.ewconsultants.com)**

**OCEAN BREEZE WEST PUD  
PRESERVE AREA MANAGEMENT PLAN**

January 2017

**I. INTRODUCTION -**

The Ocean Breeze West PUD project site is 45.1 +/- acres and is located east of Savannah Road, south of South Street, and west of the FEC railroad (please see Figure 1, Location Map). It is within Section 22, Township 37 South, and Range 41 East. The site consists of native sand pine scrub, disturbed lands and open sand. The site plan as proposed includes two upland preserve areas totaling 3.06 acres.

**II. ON-SITE PRESERVE AREAS -**

The site plan includes two preserve areas that will entail preservation and land management activities (see attached site plan). Both of these areas occur in high, sandy, well-drained soils and consist of sand pine scrub habitat. Both preserve areas have some amount of exotic and nuisance vegetation which will be eradicated as part of the management plan. In particular, the northwestern preserve area contains Brazilian pepper and schefflera along the property boundary.

The vegetative success criteria for the two preserve areas includes the required areal coverage of Category I & II exotic and nuisance vegetation as defined by the Florida Exotic Pest Plant Council (2015 list) at zero percent. Desirable native plants shall cover at least 80% of the preserves two years following the completion of the exotic vegetation eradication program.

Responsibility for these efforts will lie with the developer until further notice.

**III. PROTECTION OF ON-SITE PRESERVE AREAS -**

In order to protect the preserve areas from potential damage during the land alteration process, the following minimum standards for vegetation protection shall be applied within the Ocean Breeze West PUD project site:

A conspicuous, suitable protective barrier constructed of orange safety fencing or other durable material shall be placed and maintained around the perimeter of the preserve areas to form a continuous unbroken boundary. This fencing shall be placed at the edge of the protected vegetation. In addition, preserve area signage will be installed at a minimum of every 200 feet along the boundary of each preserve area.

Care shall be taken to ensure that preservation areas are properly marked and highly visible so equipment operators can see the preserve limits. Protective barriers or protective designations shall remain in-place until removal is authorized by the appropriate Town representative or assigned designee. In the event that any protective barriers are removed or altered and clearing activities are conducted within an area identified as preserve, the Town representative or assigned designee is authorized to direct that all land clearing and site alteration work at the site be suspended until the barriers are restored and any necessary corrective actions are taken to repair or re-plant any vegetation removed or damaged as a result of these encroachments.

**OCEAN BREEZE WEST PUD  
PRESERVE AREA MANAGEMENT PLAN**

January 2017

Preserve areas shall be maintained in their natural state so as not to alter the composition of the soil and impair its natural function. No grade changes or excavation of any sort may be made within the upland preserve areas that require trenching or cutting of roots, except in compliance with the terms of the PUD agreement.

No soil shall be removed from the preserve areas. No fill material, construction material, concrete, paint, chemicals, or other foreign materials shall be stored, deposited or disposed of within a preserve area. No signs, permits, wires, or other attachments, other than those of a protective and non-damaging nature, shall be affixed or attached to protected vegetation. If native plant material is to be installed within a preserve area, it shall be accomplished using hand tools. Any equipment, including passenger vehicles, shall not be driven, parked, stored or repaired within preserve areas.

Vegetation within the preserve areas destroyed or damaged as part of the development of the site, shall be replaced by native vegetation of equal environmental value as specified by the appropriate Town representative or assigned designee.

**IV. MAINTENANCE ACTIVITIES WITHIN ON-SITE PRESERVES -**

The preserve areas as shown on the site plan will be kept free of nuisance and exotic vegetation on a regular basis at intervals not to exceed two (2) years. Such vegetative maintenance activities within the on-site preserves will be the responsibility of the applicant until such time that this responsibility is transferred to the applicable property owners' association (POA). Although the monitoring period detailed in subsequent sections of this PAMP is for five years initially, the vegetative maintenance activities as described in this section of the PAMP is to be performed in perpetuity by the appropriate entity (applicant or POA).

All Category I and II nuisance and exotic vegetation as listed by the Florida Exotic Pest Plant Council will be treated within such areas. All treatment will be through the application of the appropriate herbicide approved for use within native environments. The criterion for acceptance of eradication for Category I and II exotic and nuisance vegetation will be 100 percent treatment/kill. If initial efforts do not achieve this criterion, follow up treatments will be conducted.

The preservation areas will be enhanced as described below. A figure showing the location and extent of these upland preserve areas is included (the site plan). The proposed management approach is outlined below.

- Extensive woody exotic vegetation occurs within portions of the preserve areas.
  - All woody species will be eradicated by cutting or girdling of the trunk and treatment of the stump or trunk with an appropriately labeled herbicide.
  - The criterion for the woody exotic eradication will be 100 percent kill. If initial eradication efforts do not achieve this criterion, follow up treatments will be conducted.

**OCEAN BREEZE WEST PUD  
PRESERVE AREA MANAGEMENT PLAN**

January 2017

- The exotic vegetation present in both preserve areas also includes non-woody species.
  - All eradication of non-woody exotic vegetation will be through application of appropriately labeled herbicide and left in-situ.
  - The criterion for acceptance of eradication for all non-woody exotic vegetation will be 100 percent kill. If initial eradication efforts do not achieve this criterion, follow up treatments will be conducted.
- The exotic vegetation eradication will generate vegetative debris that requires disposal. A staging and storage area will be created within the development footprint on the project site.
  - Transport of vegetative debris from the preserve areas to the staging area will be conducted in a fashion that minimizes the distribution and dispersal of seeds from the debris.
  - All vegetative debris, either whole or chipped/mulched, will be hauled off site and disposed of at a landfill or other such appropriately licensed facility.
  - Herbicides are required for the treatment of all stumps and/or trunks of woody vegetation to prevent re-growth, and for eradication of non-woody exotic and nuisance vegetation.
  - All herbicide application activities will be conducted under the supervision of a Florida Department of Agriculture licensed applicator licensed for application of such herbicides.
  - All herbicides applied must include a visible tracer dye in the mix to facilitate observation of treated vegetation.
  - The exotic removal work will be conducted in a fashion that minimizes disturbance of surface soils.
- The preserve area boundaries will be posted with permanent preserve area signs at an interval of no more than 200 feet. Signs will be at least 11 x 14 inches in size and will be posted in conspicuous locations along the preserve area boundaries.

In addition, should the exotic removal effort result in barren areas within the preserve areas, a re-vegetation program will be implemented. Barren areas will be re-planted with appropriate native plant species consistent with the site conditions. Note that open sand is a valuable component within sand pine scrub communities.

**V. MONITORING -**

Vegetation monitoring within each preserve area will occur on a regular basis. The vegetation and open sand areas within each preserve will be measured in percent coverage of the canopy/understory layer and ground cover/open sand. The total percent cover will not exceed 100 percent, and each species documented will be reported in both common and Latin names. The coverage will be measured by visual observation within each preserve area. Photos of each preserve area will be collected at the time of monitoring in order to provide documentation of vegetative/open sand coverage. In addition to vegetative documentation, observed wildlife utilization or indicators of wildlife (e.g. tracks, scat, etc.) will also be noted in the monitoring reports.

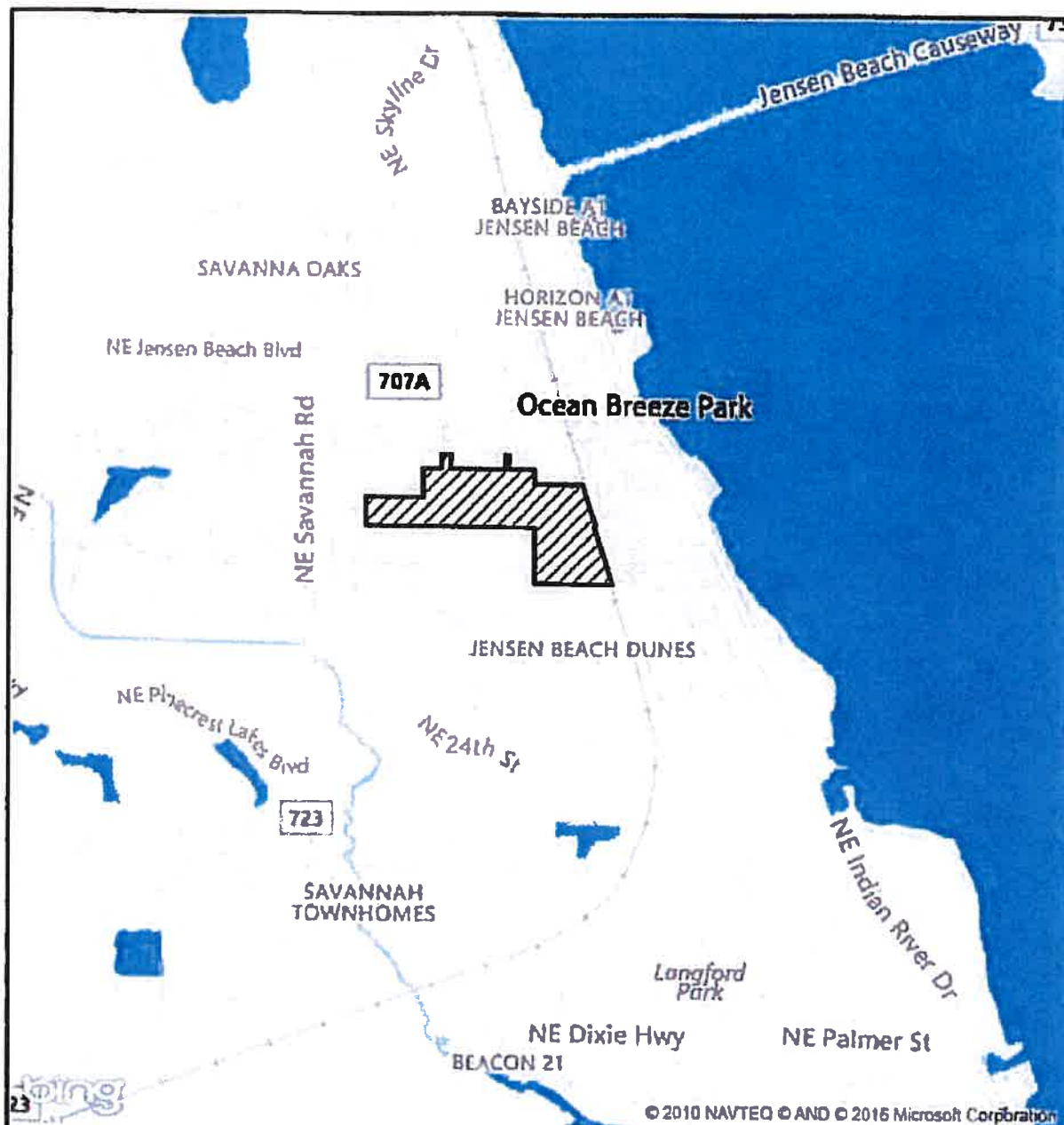
**OCEAN BREEZE WEST PUD  
PRESERVE AREA MANAGEMENT PLAN**

January 2017


The monitoring will be conducted on an annual basis with data collection and photographs taken based on the date of the initial site clearing activities. Monitoring reports will be provided to the appropriate Town representative or assigned designee on an annual basis during the first five years so that vegetative maintenance activities can be closely tracked.

The following is the proposed monitoring schedule:

<b>Activity</b>	<b>Date</b>
Submit Baseline Monitoring Report	1 Month after Clearing Permit
Submit Time-Zero Monitoring Report	6 Months after Baseline Report
Conduct/Submit 1st Annual Monitoring Report	12 Months after Time-Zero Report
Conduct/Submit 2nd Annual Monitoring Report	12 Months after 1 <sup>st</sup> Annual Report
Conduct/Submit 3rd Annual Monitoring Report	12 Months after 2 <sup>nd</sup> Annual Report
Conduct/Submit 4th Annual Monitoring Report	12 Months after 3 <sup>rd</sup> Annual Report
Conduct/Submit 5th Annual Monitoring Report	12 Months after 4 <sup>th</sup> Annual Report



# LEGEND

 - SITE (45.1+/- AC)

0 2,000 Feet

## D R HORTON OCEAN BREEZE WEST LOCATION MAP



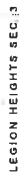
**EW CONSULTANTS, INC.**

1000 SE MONTEREY COMMONS BLVD., SUITE 208  
STUART, FL 34996  
772-287-8771 FAX 772-287-2988  
WWW.EWCONSULTANTS.COM

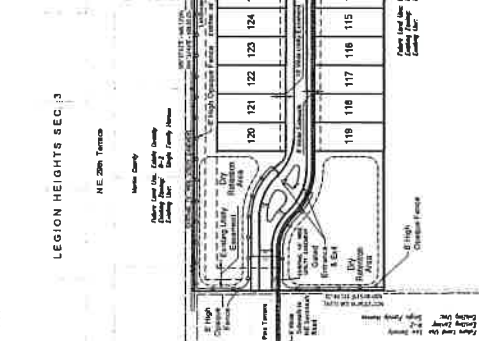
**NOV 2016**

**FIGURE**

**1**

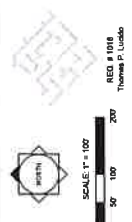
[illegible]

## Scale: 1"=50'



**Town of Ocean Breeze  
Marlin County, Florida  
Revised  
Master / Final Site Plan**

Date	By	Description
1-15-16		Initial Balance
1-17	S.L.S.	1st Receipt
2-1-17	F.L.S.	2nd Receipt
6-17	S.L.S.	3rd Receipt



SLS  
DF  
18-130  
Project Number  
Principal Number  
Computer File  
Sheet  
**1 of 1**  
Create Invoice Virel - Final Site Plan.dwg

lacks a function, by regulation, release, modification or use of those elements

Product Type	Single Family Homes
Product Open Space:	35%
Minimum Open Space (per lot):	35% or 35 ft.
Maximum Height:	2 Stories or 35 ft.
Minimum Lot Size:	5,000 sq. ft.
Minimum Lot Width:	50'
Minimum Lot Depth:	50'
Maximum Lot Coverage:	100'
Maximum Parking:	65
Building Setbacks:	2 Spaces per unit
Front Loaded Garage	20'
Side Loaded Garage	20'
Side Setback	5'
New Building	20'
Existing Building	20'
Side Yard Setback	10'
Back Yard Setback	10'

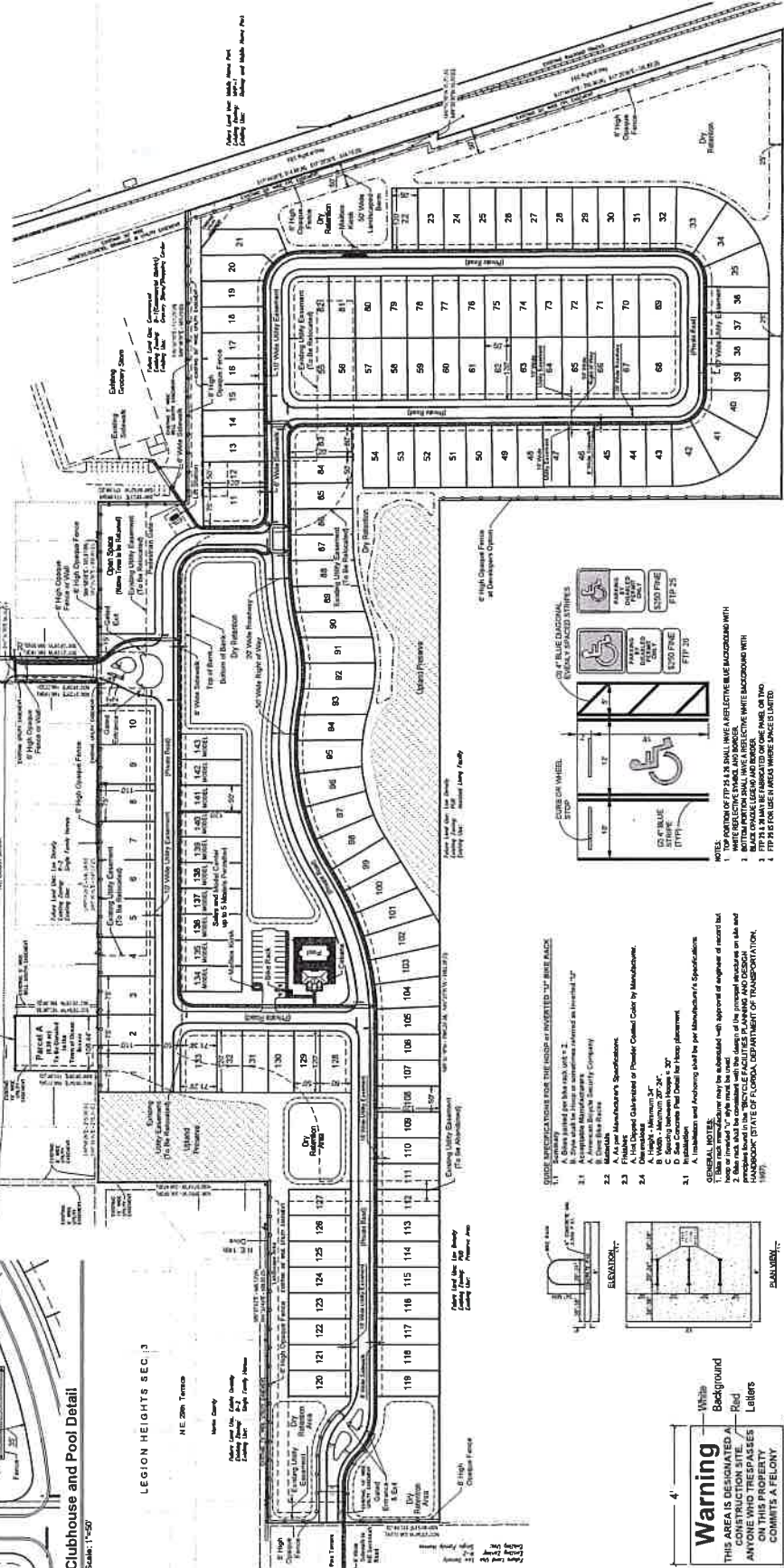
Can't see that design? A hint and size.  
Front Panel Enhancement is maximum allowed.  
Quadrant across side yields at corner but shall have minimum side  
access from side front of 20".  
Accuracy measures may have a minimum setback along side and rear  
yields of 5" except for approval of a site grading plan demonstrating that  
runoff will be contained on the subject lot or within designated  
drainage easements.  
As utility lines, including but not necessarily limited to, cable, life phone  
and electric, shall be underground.

Future Land Use: Zoning:	Low Density PUD
Total Unla:	143
Grass Density:	3.2 upa
Total Area:	461.90 ac.
Total Forest Area:	104,339 ac.
Total Wet Area:	14,139 ac.
Right of Way:	4,417 ac.
Lot Area:	13,135 ac.
Professional & Commercial Area:	0.49 ac.
Industrial Area:	172,000 ac.
Highway Area:	1,172,884 ac.
Paved Area:	1,377,271 ac.
Lot Area:	354,522 ac.
Nonresidential & Commercial Area:	270,500 ac.
Unimproved Forest Area:	0.22 ac.
Unimproved Forest Area:	126,197 ac.
Parcel & Doublet:	8,521 ac.

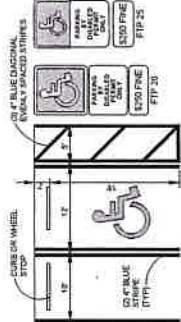


**Project Team:**

Property Owner:	GSP World, LLC 6800 Residenza Farms Rd Palo Alto, CA 94304
Planners:	Lewis & Associates 191 East Ocean Boulevard Stockton, CA 95210
Engineers:	Environmental, Inc. 2100 E. Highway 98, Suite 110 Palo Alto, CA 94303
Surveyors:	GCY International Professional Surveyors and Mapping Corporation 10000 E. Highway 98, Suite 100 Palo Alto, CA 94303
Environmental Consultant:	EN Consulting 1801 SE Monterey Carmichael Blvd Suite 200 Stockton, CA 95210



100 to Scale



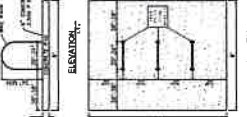
NOTE: TOP PORTION OF FTT 25 & 26 SHALL HAVE A REFLECTIVE BLUE BACKGROUND WITH WHITE REFLECTIVE SYMBOL AND BORDER.

1. BOTTOM PORTION SHALL HAVE A REFLECTIVE WHITE BACKGROUND WITH BLACK OPALQUE LEGEND AND BORDER.

2. FTT 23 & 24 MAY BE FABRICATED ON ONE PANEL OR TWO.

3. FTT 24 IS FOR USE IN AREAS WHERE SPACE IS LIMITED.

Not to Scale



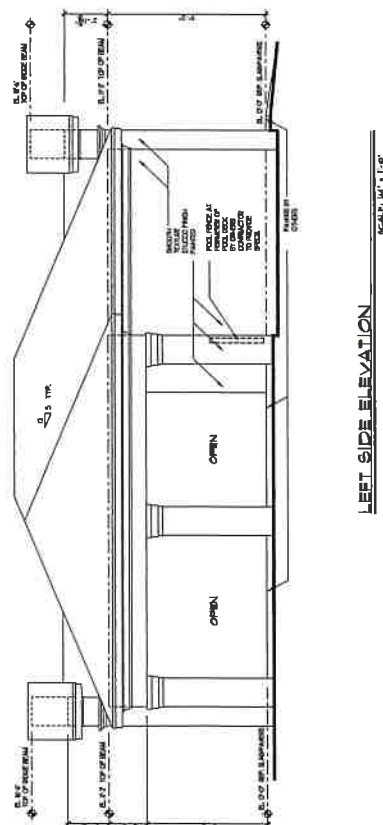
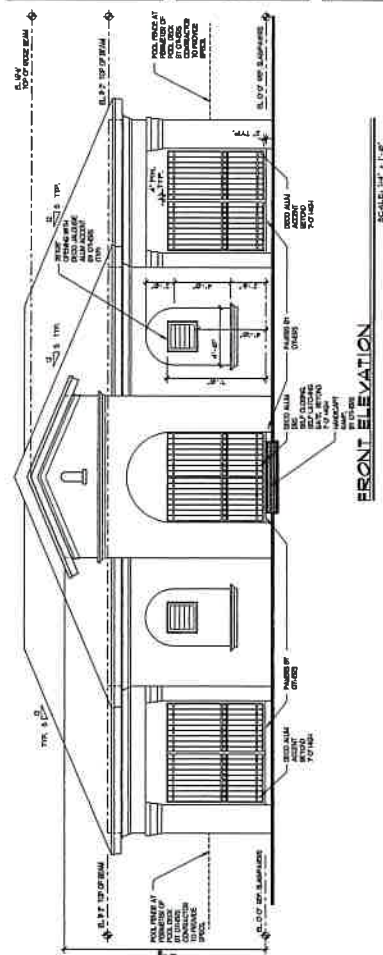
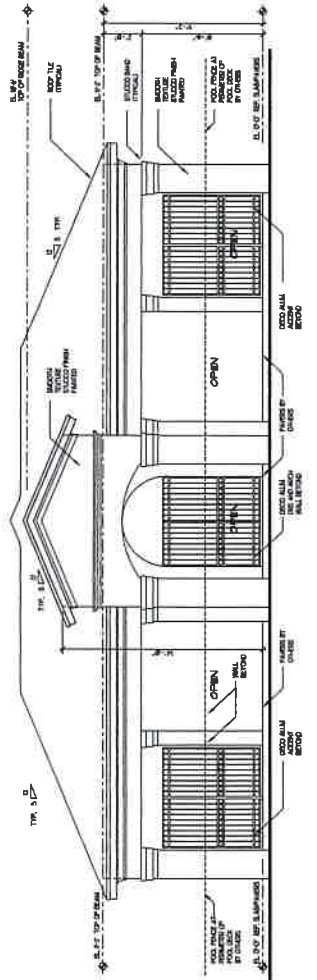
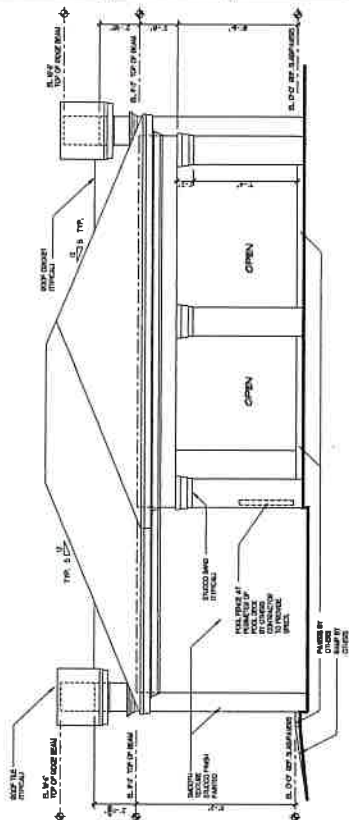
**Warning**  
THIS AREA IS DESIGNATED A  
CONSTRUCTION SITE.  
ANYONE WHO TRESPASSES  
ON THIS PROPERTY  
COMMITTS A FELONY

100

**EXHIBIT "B"**

**OCEAN BREEZE WEST PUD  
DEVELOPMENT PLANS**

**ARCHITECTURAL ELEVATIONS FOR  
RECREATION CABANA AND  
TYPICAL SINGLE FAMILY HOME**





Aria Elevation C



Aria Elevation D



Cali Elevation C



Cali Elevation D



Elle Elevation C



Aria Elevation D



Hayden Elevation C



Hayden Elevation D

## **REVISED EXHIBIT “C”**

### **OCEAN BREEZE WEST PUD DEVELOPMENT CONDITIONS**

#### **A. PLANNED UNIT DEVELOPMENT CONDITIONS**

1. All development on the West Parcel (as defined herein) shall comply with the minimum standards set forth in Article XII and Ordinance #181 of the Zoning and Land Development Code of Ocean Breeze as adopted on October 11, 2010, the standards set forth on the Ocean Breeze (OB) West PUD Revised Master/Final Site Plan, and the development standards set forth herein. Where inconsistent, matters set forth in the OB West Revised Master/Final Site Plan and this OB West PUD Development Conditions shall control over any term or requirement in the Land Development Code. Where matters are silent in the documents referenced in the first sentence of this section, the Land Development Code shall control.
2. The West Parcel, which is subject to the standards set forth in this OB West Development Conditions, shall include the entire forty-five (45) acres, more or less, located within the municipal limits of the Town of Ocean Breeze west of the railroad tracts excluding the existing commercial development. The West Parcel is more particularly described in Exhibit “A” of Ordinance 251-2017 (Ocean Breeze West PUD Amendment).
3. Approved Plans and Documents. The OB West PUD property and use thereof shall comply with the following plans and documents:
  - a. The Revised Master/Final Site Plan, prepared by Lucido & Associates, dated March 6, 2017, hereinafter referred to as the “Site Plan”;
  - b. The Landscape Plans and Landscape Management Plan prepared by Lucido & Associates, dated March 6, 2017;
  - c. The Certificate of Occupancy (CO) Phasing Plan and Development Timetable applicable to the Site Plan, dated March 6, 2017;
  - d. The Declaration of Covenants and Restrictions and Community Rules and Restrictions applicable to the Site Plan;
  - e. The Preserve Area Management Plan applicable to the preserve areas designated on the Site Plan; and
  - f. Architectural elevations for the recreation clubhouse and typical single family home.

## B. LOT DIMENSIONS

### 1. Minimum Lot Areas

Single Family – 5,000 square feet

### 2. Minimum Lot Width

Single Family – 50 feet

### 3. Minimum Lot Depth

Single Family – 100 feet

### 4. Minimum Open Space/Maximum Lot Coverage – The minimum open space for the entire project shall be fifty-five percent (55%). The maximum lot coverage on individual lots shall be sixty-five percent (65%).

### 5. Maximum Height – The maximum building height within the PUD shall be 2 stories or 35 feet as measured from the first floor finished floor elevation to the surface of a flat roof or the to the eave of a pitched roof. The peak of a pitched roof may not exceed 15 feet above the maximum building height.

### 6. Minimum Yard Setbacks

<b>Single Family Homes</b>	<b>Front</b>	<b>Side</b>	<b>Rear</b>	<b>Side/Corner</b>
Front Loaded Garage	25'	5'	20'	10''
Side Loaded Garage	20'	5'	20'	10''
Rear Loaded Garage	15'	5'	20'	10''

- a. Accessory structures such as pools, decking and screened enclosures may have a minimum setback along the side and rear yards of 5 feet subject to the approval of a lot grading plan demonstrating that stormwater runoff will be contained on the subject lot or within designated drainage easements. No detached accessory structures such as sheds or tents are permitted.
- b. Every part of every required front, side and rear yard setback shall be open and unobstructed except as allowed for herein.
  - i. In residential developments, structural overhangs such as roof extensions may stand up to three (3) feet into required setbacks.
  - ii. Mechanical equipment, cornices and gutters may project up to three (3) feet into required yard, provided that where the yard is less than six (6) feet in width such projection shall not exceed one-half (1/2) in width of the required setback.

iii. In residential developments, cantilevered awnings may extend up to three (3) feet into required front yards and up to three (3) feet into required side or rear yards, but not closer than three (3) feet to any lot line.

iv. Required yard setbacks shall apply to all structures, except fences and walls which do not exceed six (6) feet in height subject to the approval of a lot grading plan demonstrating that stormwater runoff will not be obstructed by the fence or wall and will be contained on the subject lot or within designated drainage easements.

#### C. FENCES, WALL AND HEDGES

1. No garden or court wall, regardless of location, attached to a building shall be erected to a height in excess of six (6) feet.
2. No wall, fence or hedge located within the setback shall be greater than six (6) feet in height.

#### D. LANDSCAPING

1. All required landscaping shall be in accordance with the approved landscape plans and landscape management plan prepared by Lucido and Associates.
2. Except for the temporary sales center and model units, all common areas must be landscaped in accordance with the approved landscape plans pursuant to the Certificate of Occupancy (CO) Phasing Plan and Development Timetable.
3. A landscape plan for the for the individual lots, including the sales center and model lots must be submitted for review and installed prior to the issuance of a CO. A minimum of three (3) required trees per lot shall be required. Shade trees shall have a minimum height of twelve (12) feet and a minimum spread of five (5) feet at planting. Palm trees shall have a minimum of six (6) foot clear trunk. Accent trees shall have a minimum height of ten (10) feet. Two palm trees or two accent trees shall be equivalent to one (1) shade tree. All required landscaping shall be irrigated, as needed, to maintain the landscaping in a healthy state. Mulch shall be installed in all planting areas to a depth of two to three inches. The type of mulch shall be specified on the landscape plan. Cypress mulch is prohibited.
4. The Town's landscape inspector shall have the opportunity to review and inspect the required landscaping prior to installation and prior to the issuance of a CO. The OWNER shall bear the cost of the Town's past-through consulting fees.
5. Plant material shown on the approved landscape plan may be substituted for similar material upon the approval of the Town Mayor with concurrence of the Town Council.

6. Required landscaping as shown on the approved landscape plans shall be maintained by the OWNER until such time as the property is platted and conveyed to the individual lot owner and/or the Homeowners Association.
7. Stormwater Management System  
The approved and permitted stormwater management system including structures and landscape improvements shall be constructed and maintained by the OWNER until such time as the property is platted and conveyed to the Homeowners' Association (HOA). The HOA shall be responsible for maintaining the stormwater system in perpetuity.
8. All utility lines, including but not necessarily limited to, cable, telephone and electric, shall be underground.

#### E. OFF STREET PARKING STANDARDS

1. The following minimum off-street parking standards shall apply to development within the PUD:  
Residential – Market based single family housing: Two (2) parking spaces per unit
2. Excluding loading spaces, all off-street parking spaces shall be no less than ten (10) by twenty (20) feet in size, exclusive of maneuvering area and driveways.
3. No permanent on-street parking shall be permitted.

#### F. PRESERVE AREAS

Preserve Areas may not be altered except in accordance with the approved Preserve Area Management Plan (PAMP).

#### G. GOVERNMENTAL SERVICES

1. The OWNER is aware that only limited services are directly provided by the Town of Ocean Breeze and must disclose to potential lot purchasers and to the HOA, that certain services including but not limited to, water and wastewater treatment, police protection, waste management, fire protection and advanced life support services are provided by Martin County or other public or private service providers. The OWNER shall be responsible for all fees, costs and charges for all governmental services provided by way of interlocal agreement or other agreement between the Town, OWNER and/or public or private service providers until such time as the property is platted and conveyed to individual lot owners and/or the Homeowners' Association (HOA) and thereafter the HOA shall be responsible for all such fees, costs and charges.

2. As of the date of the approval of the OB West PUD Amendment, the Town has entered into an Interlocal Agreement with Martin County recorded at Official Records Book 2458, Page 1090, of the Public Records of Martin County, Florida for Advanced Life Support and Fire Protection Services. The term "Interlocal Agreement", as used herein, shall further include any and all amendments thereto, or substitutions or restatements thereof, including but not limited to any and all future Interlocal Agreement(s) between the Town and Martin County concerning life support and fire protection services, or any services related thereto. The OWNER shall pay its pro-rata share of the payment required by the Interlocal Agreement, based upon the acreage of the PUD relative to the total acreage of the Town. Upon platting of the PUD and conveyance of the property to individual lot owners and/or the HOA, the HOA shall thereafter be obligated to make such payments. The Town shall notify the OWNER or Homeowners' Association, as applicable, of the annual estimated costs and any necessary adjustments to prior payments, within thirty (30) days of receipt of such notice and information from the County. Payments to the Town shall be made no later than ten (10) days prior to the date that the Town's payment is due to the County. Alternatively, upon written notice to the Town, the OWNER or Homeowners' Association may arrange with Martin County to pay directly to Martin County its pro-rata share of the payment required by the Interlocal Agreement and shall provide proof of such payment to the Town. Furthermore, if at any time the Town, in its sole discretion, grants or allows Martin County to exercise jurisdiction to directly bill or assess property owners within the Town for life support and/or fire protection services, or for any other services whatsoever, then in that event Owner, the HOA and/or individual lot owners so billed or assessed shall be obligated to comply with Martin County's requirements related thereto, including but not limited to direct payment to Martin County.

## H. ACCESS AND CONNECTIVITY

1. As shown on the Revised Master/Final Site Plan, the OWNER has voluntarily elected to construct the following improvements to enhance access and connectivity:
  - An off-site, 6' wide public sidewalk along the easterly right-of-way of NE Skyline Drive extending from the proposed sidewalk at the project's entrance to the existing sidewalk on NE Jensen Beach Boulevard;
  - An off-site, 6' wide sidewalk from the proposed sidewalk system within the project to the Publix Shopping Center within the Town of Ocean Breeze;
  - An internal sidewalk system and bike parking facilities at the recreation site; and

- A primary access connection at NE White Pine Terrace including a 6' wide public sidewalk extending from the project's entrance to the existing sidewalk on NE Savannah Road.
2. Prior to any development activities, the applicant shall obtain Martin County's approval for the roadway connections at NE Skyline Drive and NE White Pine Terrace as depicted on the project's Revised Master/Final Site Plan. Any change to the location, functionality or general configuration of the roadway connections depicted on the Revised Master/Final Site Plan shall require Town Council approval via a Major PUD amendment, including at least one public hearing before the Town's Zoning Board and two public hearings before the Town Council.

## I. HOMEOWNERS ASSOCIATION

1. Upon the sale of the requisite number of lots prescribed by Florida Statute, the formation of a home owners association shall be mandatory. Said association shall be maintained in perpetuity.
2. Use of the PUD shall be governed by the Declaration of Covenants and Restrictions, which shall be in a form and content acceptable to the Town Council and recorded at the time the first plat is recorded.
3. The Declaration of Covenants and Restrictions shall be consistent with this PUD Amendment and shall include, but not be limited to, the following responsibilities, conditions and restrictions:
  - The terms and conditions of the PUD Agreement, including but not limited to Sections B, C, D, E , F and G of this Revised Exhibit "C," Ocean Breeze West PUD Development Conditions, shall be incorporated by reference into the Declaration of Covenants and Restrictions and any violations thereof by individual lot owners shall be timely remedied and enforced by the HOA. Failure to so remedy and enforce the same shall constitute a violation of the PUD. Nothing herein shall be deemed to limit the Town's right and power to separately enforce any PUD violations and avail itself of all such remedies as may be permitted by law.
  - Community rules and restrictions;
  - Acknowledgment of continuing responsibility to pay pro-rata share of Town's fees to Martin County for fire protection and emergency services pursuant to the Interlocal Agreement and any amendments thereto;

- Prohibition of home occupational uses that generate any additional traffic, noise or other nuisance impacts;
  - Acknowledgment that all roads and common area improvements within the project are private and shall be maintained in perpetuity by the HOA;
  - Compliance with all Preserve Area Management Plan monitoring and reporting requirements;
  - Provisions for waste management services and reporting of annual trash volumes to the Town for Comprehensive Planning purposes; and
  - Provisions for police patrol agreement.
4. In cases where the the PUD restrictions conflict with the Declaration of Covenants and Restrictions, the more restrictive provision shall prevail.

## J. AMENDMENTS

1. Amendments to OB West PUD Development Conditions or this PUD Amendment: Except as otherwise provided herein, amendments to these OB West PUD Development Conditions or the PUD Amendment and its exhibits shall only be requested by the OWNER or the HOA, as applicable, and shall require a major amendment reviewed and approved by the Town Council. Individual lot owners may not apply for an amendment to the PUD.
2. Amendment to OB West Revised Master/Final Site Plan
  - a. Major amendment to the OB West Revised Master/Final Site Plan shall be reviewed and approved by the Town Council. A major site plan amendment shall include:
    - i. Any change to the approved uses;
    - ii. An increase in approved residential density of five (5) percent or more
    - iii. An increase in approved nonresidential building square footage of ten (10) percent or more; and
    - iv. Any additional access points connecting a development parcel to roadways in the unincorporated Martin County.
  - b. Minor amendments to the OB West Revised Master/Final Site Plan shall be reviewed and approved administratively by Town staff. The review and approval of a minor amendment to the OB West Revised Master/Final Site Plan shall be limited to confirmation that the proposed amendment complies with the minimum requirements of these OB West PUD Development Conditions. A minor site plan is any proposed amendment to the OB West Master Site Plan or a final site plan not provided in Section J.2.a. above.

3. All approved amendments to the OB West PUD Development Conditions, the OB West Revised Master/Final Site Plan shall be recorded in the Public Records of Martin County, Florida.

## K. DEVELOPMENT TIMETABLE

### 1. Commencement of Construction

Approval of the revised master/final site plan, including the construction (civil engineering) plans and submittal of all required permits and fees, shall authorize the OWNER to proceed with a preconstruction meeting and to submit building permit applications in accordance with the Certificate of Occupancy Phasing Plan and Development Timetable, and these OB West PUD Development Conditions. Permission to initiate construction of site improvements shall not be granted or building permits issued, until all required documents are executed and all applicable conditions of approval are satisfied including payment of all pass-thru town consultant fees for services rendered.

2. Consistent with the Town Ordinance number 231-2015, review and approval of all civil, architectural and all other types of construction plans associated with the project shall be reviewed and approved by a duly licensed provider(s) acceptable to the Town and paid for by the OWNER.
3. Failure to commence site construction within two (2) years of approval of the revised master/final site plan shall render the final site plan approval null and void unless extended by the Town Council.
4. Completion of all infrastructure improvements and recordation of a plat must be completed within three (3) years of final site plan approval unless extended by the Town Council.
5. Parcel "A" as shown on the revised master/final site plan shall be voluntarily donated to the Town by the OWNER prior to or in conjunction with the recordation of the plat. Said donation shall be subject to the Town's acceptance. Approval for development of Parcel A as a Town office or single-family home shall require a minor amendment to this ordinance, including posting the site, mailed notice to property owners within 300 feet and at least one public hearing before the Town Council. Authorization for the Town to apply for and process said minor amendment is hereby deemed to be granted by the OWNER and the HOA. In no instance shall the Town, or any owner of Parcel A, be a member of the HOA or be subject to its provisions or covenants. Owner shall provide stub-out of water and sewer connections to the site.

6. Except for Parcel A and the sales center/model permits, no building permits may be issued until the subdivision plat is recorded and the core infrastructure improvements identified on the Certificate of Occupancy (CO) Phasing Plan and Development Timetable are completed for the respective phase and inspected by the Town or it's designee.
7. Except for Parcel A and the sales center/model permits, no COs may be issued until the subdivision plat is recorded and the site, recreation and landscape plan improvements identified on the Certificate of Occupancy (CO) Phasing Plan and Development Timetable are completed for the respective phase and inspected by the Town or it's designee.
8. Except for Parcel A, no individual lots may be sold or conveyed until the plat is recorded and all required engineering and site improvements are completed or bonded pursuant to Florida Statutes.
9. The proposed common area recreation improvements shown on the revised master/final site plan shall be completed prior to the issuance of the certificate of occupancy (CO) for the 40<sup>th</sup> residential unit or within 18 months of the issuance of the first CO, whichever is first.
10. A Knox box key switch shall be installed to operate all entrance gates in coordination with the Martin County's Sheriff's Office and Martin County Fire Rescue.
11. Construction access shall be restricted to NE Skyline Drive and NE White Pine Terrace.
12. Construction activities shall be limited to 7:30 AM to 7:00 PM, Monday thru Saturday.
13. Any damages to Martin County infrastructure resulting from the OWNER's project-related construction activities shall be promptly repaired by the OWNER at the OWNER's expense.
14. All applicable Martin County and Martin County School Board impact fees shall be paid prior to the Town's issuance of any permits for homes.
15. To the extent permitted by Martin County's impact fee regulations, the Town agrees to support the OWNER in any request that Martin County grant credits against impact fees for off-site infrastructure improvements built and paid for by the OWNER.
16. Reports required by the project's Preserve Area Management Plan, which shall be made part of this ordinance, shall be provided to the Town once each year for five years and once every three years thereafter.
17. The address of the project and all residences therein shall be the "Ocean Breeze".
18. All structures on lots 120 through 127 as shown on the Revised Master/Final Site Plan shall be restricted to one-story.

## L. SUCCESSORS AND ASSIGNS

All provisions and requirements under Ordinance Number 251-2017, including this Revised Exhibit "C" and all other attachments and provisions of the said ordinance and the Acceptance and Agreement appended thereto shall run with the land and be binding upon the OB West Property described therein and shall bind the Owner, its successors, heirs and assigns.

## M. VIOLATIONS

In the event of a violation of the PUD by Owner, its successors, heirs or assigns, the Town shall have all remedies available under Florida law, including but not limited to those remedies specified in the Acceptance and Agreement provision appended to Ordinance Number 251-2017, which such remedies shall be cumulative.



**BEFORE THE TOWN COUNCIL OF THE  
TOWN OF OCEAN BREEZE, MARTIN COUNTY, FLORIDA**

**ORDINANCE NUMBER 274-2017**

**AN ORDINANCE OF THE TOWN OF OCEAN BREEZE, FLORIDA, AMENDING ORDINANCE NUMBER 251-2017, ALSO KNOWN AS THE OCEAN BREEZE WEST PLANNED UNIT DEVELOPMENT (PUD), THEREBY ADOPTING A REVISED MASTER/FINAL SITE PLAN FOR A HOUSING DEVELOPMENT CONSISTING OF APPROXIMATELY 143 SINGLE-FAMILY HOMES; AMENDING DEVELOPMENT CONDITION H, THEREBY RESTRICTING TRAFFIC AT WHITE PINE TERRACE TO ONE-WAY EXIT ONLY; DECLARING SAID PROJECT TO BE CONSISTENT WITH THE TOWN'S COMPREHENSIVE PLAN; PROVIDING FOR CONFLICT PROVISIONS AND A SEVERABILITY CLAUSE; PROVIDING FOR AN EFFECTIVE DATE AND FOR OTHER PURPOSES.**

**WHEREAS**, on September 13, 2010, the Ocean Breeze Town Council adopted Ordinance Number 170 rezoning the OBP West Property and approving the OBP West Planned Unit Development (PUD) Agreement, Master Site Plan and Development Conditions, which Ordinance is recorded in Official Records Book 2476, Page 1346, public records of Martin County, Florida; and

**WHEREAS**, on March 13, 2017, the Ocean Breeze Town Council adopted Ordinance Number 251-2017 approving the amendment to the OBP West PUD Agreement, including the change of the name of the PUD to Ocean Breeze West, the Revised Master/Final Site Plan and Development Conditions, which ordinance is recorded in Official Records Book 2922, Page 1580, public records of Martin County, Florida; and

**WHEREAS**, the OB West Property, which is subject to the standards set forth in this OB West PUD Agreement, includes the entire forty-five (45) acres, more or less, located within the municipal limits of the Town of Ocean Breeze, west of the railroad tracks excluding the existing commercial development. The OB West Property is more particularly described in Exhibit "A" of Ordinance 251 (OB West PUD Property); and

**WHEREAS**, the OWNER of the property within the OB West PUD, OBP West, LLC, a Florida limited liability company, is voluntarily requesting to amend the PUD Agreement, Revised Master/Final Site Plan, the Landscape Plan, the Certificate of Occupancy (CO) Phasing Plan and Development Timetable, and Development Condition H; and

**WHEREAS**, an application for an amendment to the OB West PUD Agreement, Revised Master/Final Site Plan, Landscape Plan, Certificate of Occupancy (CO) Phasing Plan and Development Timetable, and Development Condition H was filed on behalf of the OWNER of the property; and

**WHEREAS**, the Zoning Board held a properly noticed public hearing to consider the proposed amendment to the PUD Agreement including the Revised Master/Final Site Plan, the Landscape Plan, Certificate of Occupancy (CO) Phasing Plan and Development Timetable, and Development Condition H; and

**WHEREAS**, the Town Council held properly noticed quasi-judicial public hearings to consider the proposed amendment to the PUD Agreement including the Revised Master/Final Site Plan, Landscape Plan, Certificate of Occupancy (CO) Phasing Plan and Development Timetable, and Development Condition H; and

**WHEREAS**, the Town Council has considered the OWNER's voluntary request for the PUD Amendment and has also considered the recommendation of Town Council's staff; and

**WHEREAS**, the OWNER has committed to the Town that its development will comply with all development codes, plans, standards and conditions approved by the Town Council; and that it will bind its successors in title to any such commitments made upon approval of the PUD; and

**WHEREAS**, at the hearings, the OWNER's representatives showed by substantial competent evidence that the application is consistent with the Town of Ocean Breeze Comprehensive Plan and Land Development Code, and the procedural requirements of law; and

**WHEREAS**, the PUD will be in harmony with surrounding properties and their anticipated development; and

**WHEREAS**, the foregoing recitals are true and adopted as findings of fact and conclusions of law.

**NOW, THEREFORE, THE OCEAN BREEZE TOWN COUNCIL HEREBY ORDAINS:**

**SECTION 1.** The following plans and documents, which are collectively referred to as the "Development Plans", are on file as public records of the Town, at the office of the Town Clerk, and attached hereto as Exhibit "B":

1. The Revised Master/Final Site Plan, prepared by Lucido & Associates, dated November 2, 2017 hereinafter referred to as the "Site Plan";
2. The Revised Landscape Plan, prepared by Lucido & Associates, dated January 16, 2018 and Landscape Management Plan prepared by Lucido & Associates, dated March 6, 2017;
3. The Revised Certificate of Occupancy (CO) Phasing Plan and Development Timetable applicable to the Site Plan prepared by Lucido & Associates, dated November 2, 2017.

4. The Preserve Area Management Plan, dated January 2017, applicable to the preserve areas designated on the Site Plan and prepared by E. W. Consultants, Inc.; and
5. The Architectural elevations for the recreation cabana and typical single family home.

**SECTION 2.** The development standards and conditions for the Property is amended to revise Section H (Access and Connectivity) as follows:

#### **H. ACCESS AND CONNECTIVITY**

1. As shown on the Revised Master/Final Site Plan, the OWNER has voluntarily elected to construct the following improvements to enhance access and connectivity:
  - An off-site, 6' wide public sidewalk along the easterly right-of-way of NE Skyline Drive as shown on the Revised Master/Final Site Plan.
  - An off-site, 6' wide sidewalk from the proposed sidewalk system within the project to the Publix Shopping Center within the Town of Ocean Breeze;
  - An internal sidewalk system and bike parking facilities at the recreation site; and
  - An exit and emergency access connection at NE White Pine Terrace including a 6' wide public sidewalk extending from the project's entrance to the existing sidewalk on NE Savannah Road.
2. Prior to any development activities, the applicant shall obtain Martin County's approval for the roadway connections at NE Skyline Drive and NE White Pine Terrace as depicted on the project's Revised Master/Final Site Plan. Conversion to full access in the future, which may be permitted by Martin County, shall not require an amendment to the development conditions or to the Revised Master/Final Site Plan.

**SECTION 3.** Town ordinances and Town resolutions or parts thereof, and other parts of the Zoning and Land Development Code of the Town of Ocean Breeze in conflict with this ordinance are hereby superseded to the extent of such conflict.

**SECTION 4.** If any provision of this ordinance or the application thereof to any person or circumstance is held to be unconstitutional, invalid or ineffective, this holding shall not affect the remaining portions of this ordinance. If this ordinance or any provision thereof shall be held to be inapplicable to any person, property, or circumstance by a court of competent jurisdiction, such holding shall not affect its applicability to any other person, property or circumstance.

**SECTION 5.** All of the terms and conditions of Ordinance 274-2017 that are not specifically amended or revised by this Amendment shall remain in full force and effect as stated therein.

**SECTION 6.** This ordinance shall become effective immediately upon adoption by the Town Council and acceptance by the OWNER.

**SECTION 7.** The complete execution and recording of this ordinance by the Town Clerk, which shall be paid for by the applicant, shall occur no later than 60 days from the date of this approval, failing which this ordinance shall become void.

**PASSED** on First Reading this 8<sup>th</sup> day of January, 2018.

**APPROVED AND ADOPTED** on Second Reading this 24<sup>th</sup> day of January, 2018.

KENNETH DE ANGELES, PRESIDENT  
ANN KAGDIS, VICE-PRESIDENT  
RICHARD GEROLD, COUNCIL MEMBER  
MARY JO GEYER, COUNCIL MEMBER  
TERRY LOCATIS, COUNCIL MEMBER  
DAVID WAGNER, COUNCIL MEMBER

YES	NO	ABSENT
X		
X		
X		
X		
		X
X		

ATTEST:

Pam Orr  
PAM ORR  
TOWN CLERK

Kenneth De Angeles  
KENNETH DE ANGELES  
COUNCIL PRESIDENT

APPROVED AS TO FORM:

William F. Crary, II  
WILLIAM F. CRARY, II  
TOWN ATTORNEY

Karen M. Ostrand  
KAREN M. OSTRAND  
MAYOR

ACCEPTANCE AND AGREEMENT

BY SIGNING THIS ACCEPTANCE AND AGREEMENT, THE UNDERSIGNED HEREBY ACCEPTS AND AGREES TO ALL OF THE TERMS AND CONDITIONS CONTAINED IN THE PLANNED UNIT DEVELOPMENT ADOPTED HEREBY AND ALL EXHIBITS, ATTACHMENTS AND DEVELOPMENT DOCUMENTS, INTENDED TO BE BOUND THEREBY, AND THAT SUCH ACCEPTANCE AND AGREEMENT IS DONE FREELY, KNOWINGLY, AND WITHOUT ANY RESERVATION, AND FOR THE PURPOSES EXPRESSED WITHIN THIS ORDINANCE. IF IT IS LATER DISCOVERED THAT THE UNDERSIGNED, OR ITS SUCCESSORS OR ASSIGNS HAVE FAILED IN ANY MATERIAL WAY TO DEVELOP THIS PLANNED UNIT DEVELOPMENT ACCORDING TO THIS ORDINANCE, ITS CONDITIONS AND THE DEVELOPMENT PLANS AND DOCUMENTS, THE UNDERSIGNED UNDERSTANDS AND AGREES ON BEHALF OF ITSELF AND ITS SUCCESSORS AND ASSIGNS THAT THIS ORDINANCE MAY BE AMENDED OR REPEALED BY THE TOWN COUNCIL, AND THAT OTHER ACTIONS MAY BE TAKEN AGAINST THE UNDERSIGNED BY THE TOWN, INCLUDING BUT NOT LIMITED TO CODE ENFORCEMENT ACTIONS, PERMIT AND LICENSING SUSPENSIONS OR REVOCATIONS, AND ANY OR ALL OTHER APPLICABLE CIVIL AND CRIMINAL ACTIONS.

IN WITNESS WHERE OF THE UNDERSIGNED HAS EXECUTED THIS ACCEPTANCE AND AGREEMENT.

OWNER:

OBP WEST, LLC, a Florida  
limited liability company

Witnesses

[Signature]  
Print Name: Deborah D. Hoas

[Signature]  
Print Name: Susan DeChristofaro

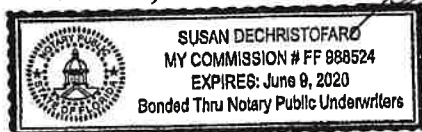
By: [Signature]  
Marcia Coker, Managing Member  
Gary Hendry, Authorized Member

OWNER'S ACKNOWLEDGMENT

STATE OF FLORIDA  
COUNTY OF MARTIN

The above Ordinance, Acceptance and Agreement was acknowledged before me this 14th day of March 2018, by Gary Hendry, Authorized Member Marcia Coker, Managing Member of OBP WEST, LLC. She ☐ is personally known to me, or ☒ has produced FL DRIVER LICENSE as identification.

(NOTARIAL STAMP)



[Signature]  
Notary Public  
My commission expires:

### CERTIFICATE OF RESOLUTIONS

The undersigned, being all of the Members of OBP WEST, LLC, a Florida limited liability company (the "Company"), hereby certifies that the Company is managed by a Manager and by consent of all of the Members of the Company and the Manager of the Company, the following actions were unanimously approved at a meeting called and held on March 6, 2018, at which meeting, all of the Members were present:

NOW BE IT RESOLVED THAT, the Company shall sell to Forestar (USA) Real Estate Group, Inc., a Delaware corporation ("Forestar"), the following described property:

See Exhibit "A" Attached Hereto and Made a Part Hereof.

(the "Property") for a purchase price of SEVEN MILLION SEVEN HUNDRED TWENTY-FIVE THOUSAND AND NO/100THS DOLLARS (\$7,725,000.00) in accordance with the terms and conditions of that certain Land Purchase Contract between the Company, as Seller, and Forestar, as Buyer, dated effective June 6, 2016; and all subsequent amendments;


FURTHER RESOLVED, that in absence of Marcia Hendry-Coker, the Manager of the Company, Gary Hendry, as Authorized Member, is authorized to sign any and all documents pertaining to the sale of the Property on behalf of the Company, including joining in the execution of that certain Town Council of the town of Ocean Breeze, Martin County, Florida, Ordinance Number 274-2017;

FURTHER RESOLVED, that neither the Company nor any of its Members, has been a debtor in bankruptcy, has executed an assignment for the benefit of creditors and/or has become dissociated otherwise under Sections 605.0601 and 605.0602, Florida Statute;

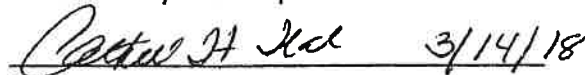
FURTHER RESOLVED, that the Company ratifies and confirms that there are no Regulations or Operating Agreement in effect governing the operations of the Company; and

FURTHER RESOLVED, that the Company hereby ratifies and confirms the acts of its Authorized Member executing and delivering all such documents and instruments, irrespective of whether such acts were performed subsequent to the date of the adoption of these resolutions, and the Company directs its Authorized Member to perform all of the Company's obligations and undertakings under each and all of such instruments.

The undersigned, being all of the Members of the Company have executed this Certificate as of date set forth opposite each of their name.

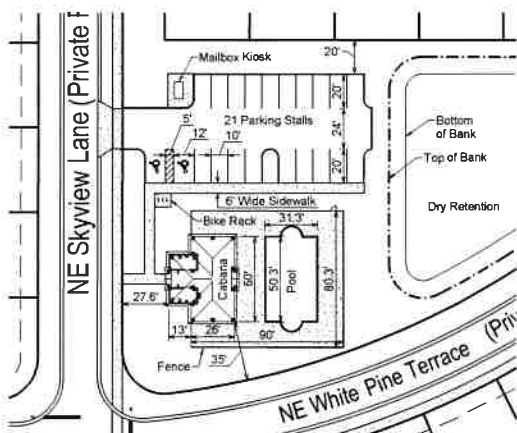
  
 Marcia Hendry-Coker                      Date

  
 Gary Hendry                                      Date

  
 Cathie H. Teal                                      Date

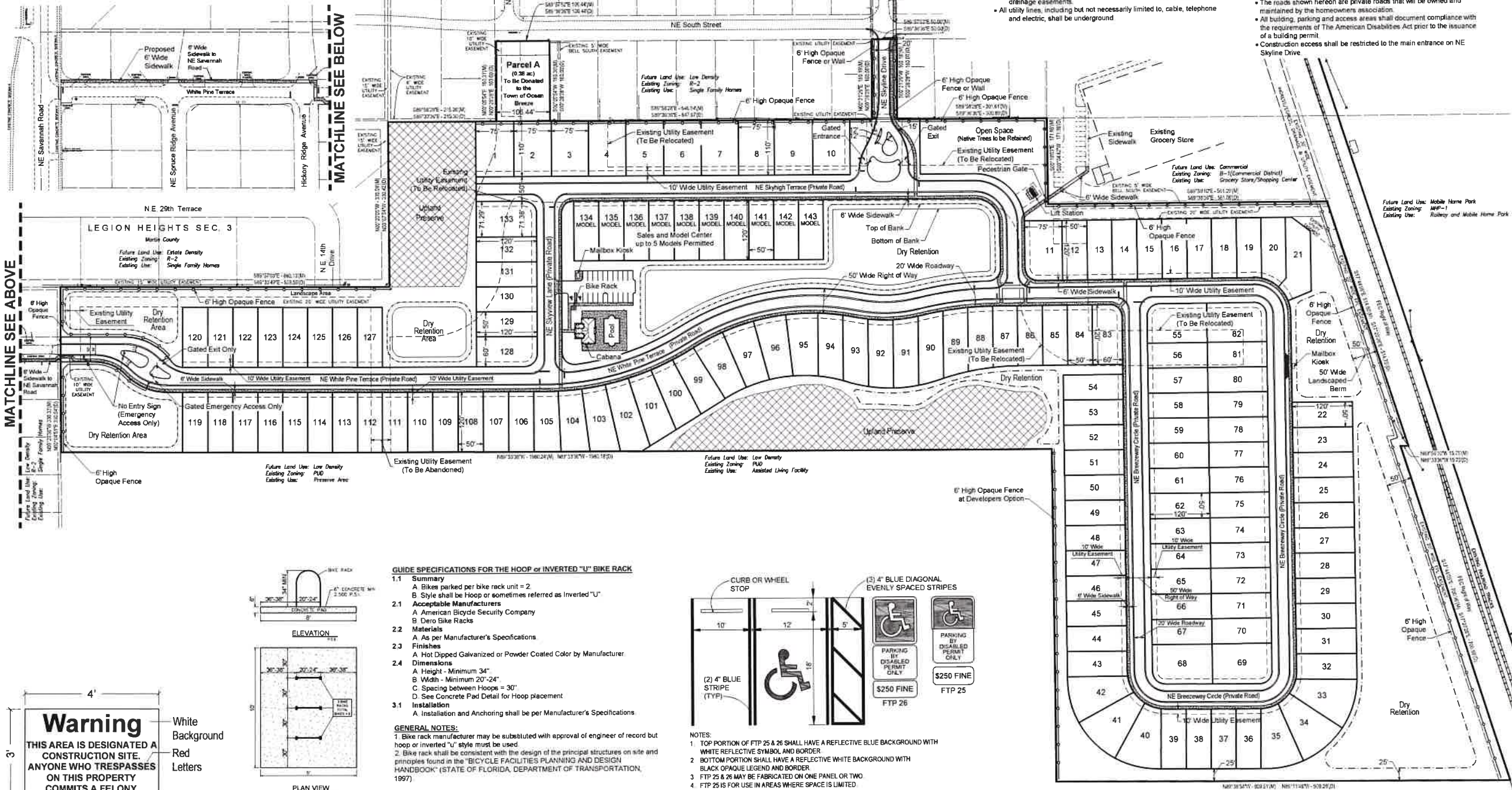
## EXHIBIT "A"

A parcel of land lying within Section 22, Township 37 South, Range 41 East, Martin County, Florida, more particularly described as follows: Commence at a concrete monument at the center of said Section said point being the POINT OF BEGINNING; thence South 00 deg 04' 42" West, a distance of 171.98 feet; thence South 89 deg 38' 36" East, a distance of 561.06 feet; thence South 17 deg 20' 26" East, a distance of 514.75 feet; thence North 89 deg 33' 36" West, a distance of 15.75 feet; thence South 17 deg 20' 26" East, a distance of 700.89 feet; thence North 89 deg 11' 48" West, a distance of 909.28 feet; thence North 00 deg 04' 42" East, a distance of 661.66 feet; thence North 89 deg 33' 36" West, a distance of 1980.18 feet; thence North 00 deg 04' 51" East, a distance of 330.04 feet; thence South 89 deg 33' 49" East, a distance of 659.55 feet; thence North 00 deg 07' 54" East, a distance of 330.42 feet; thence South 89 deg 33' 36" East, a distance of 215.30 feet; thence north 00 deg 28' 28" East, a distance of 160.00 feet; thence South 89 deg 36' 36" East, a distance of 106.44 feet; thence South 00 deg 28' 28" West, a distance of 160.00 feet; thence South 89 deg 36' 36" East, a distance of 647.67 feet; thence North 00 deg 28' 28" East, a distance of 160.00 feet; thence South 89 deg 36' 36" East, a distance of 50.00 feet; thence South 00 deg 28' 28" West, a distance of 160.00 feet; thence South 89 deg 36' 36" East, a distance of 300.89 feet, to the POINT OF BEGINNING.



### Clubhouse and Pool Detail

Scale: 1"=50'



### Construction Sign Detail

Not to Scale

### Bike Rack & Concrete Pad Details

**Not to Scale**

### Standard & Handicap Parking Space Detail

Not to Scale

## Building and Lot Data

<b>Product Type:</b>	<b>Single Family Homes</b>
<b>Project Open Space:</b>	<b>59%</b>
<b>Minimum Open Space (per lot):</b>	<b>35%</b>
<b>Maximum Height:</b>	<b>2 Stories or 35 ft.</b>
<b>Minimum Lot Size:</b>	<b>5,000 sf</b>
<b>Minimum Lot Width:</b>	<b>50'</b>
<b>Minimum Lot Depth:</b>	<b>100'</b>
<b>Maximum Lot Coverage:</b>	<b>65%</b>
<b>Minimum Parking:</b>	<b>2 Spaces per unit</b>

## Building Setbacks

Front Loaded Garage:	25
Side Loaded Garage:	20
Side Building:	5
Rear Building:	20
Min. Building Separation:	10
Side/Corner:	10

### Building and Lot Notes

- Setbacks are minimum allowed.
- Corner lots shall designate a front and side.
- Front Porch Enrichment is maximum allowed.
- Garage access from side yards of a corner lot shall have minimum side setback at garage front of 20'.
- Accessory structures may have a minimum setback along side and rear yards of 5' subject to approval of a lot grading plan demonstrating that runoff will be contained on the subject lot or within designated drainage easements.
- All utility lines, including but not necessarily limited to, cable, telephone and electric, shall be underground.

**Site Data:**

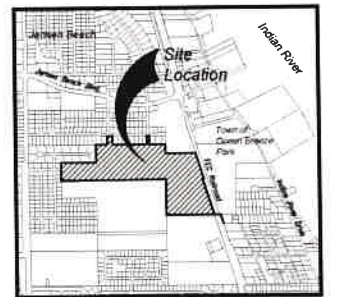
Future Land Use:		Low Density
Zoning:		PUD
Total Units:		143
Gross Density:		3.2 upa
Total Area:	1,964,467 sf	45.10 ac.
Impervious Area:	792,383 sf	18.19 ac. (40%)
Right of Way:	194,538 sf	4.47 ac
Lot Area:	572,000 sf	13.13 ac
Recreational & Common Areas:	17,314 sf	0.40 ac
Parcel A Donation:	8,531 sf	0.19 ac
PerVIOUS Area:	1,172,084 sf	26.91 ac. (60%)
Right of Way:	127,227 sf	2.92 ac
Lot Area:	358,022 sf	8.22 ac
Recreational & Common Areas:	276,247 sf	6.39 ac
Dry Retention Areas:	270,860 sf	6.22 ac
Upland Preserve Areas:	129,197 sf	2.97 ac
Parcel A Donation:	8,531 sf	0.19 ac

**General Notes:**

- Refer to Landscape Plan for landscape details and specifications.
- All exotic plant species shall be removed and all required landscaping shall be installed prior to the issuance of a Certificate of Occupancy.
- Refer to Construction Drawings for location of traffic control devices.
- During construction activities, existing native vegetation to be preserved (if any) shall be retained to act as buffers between adjacent land uses, and to minimize nuisance dust, noise and air pollution. Barricades shall be used on site to preserve the vegetation to be used for this purpose.
- A detailed sign program for the community shall be submitted for review and approval prior to building permit issuance.
- The roads shown hereon are private roads that will be owned and maintained by the homeowners association.
- All building, parking and access areas shall document compliance with the requirements of The American Disabilities Act prior to the issuance of a building permit.
- Construction access shall be restricted to the main entrance on NE Skyline Drive.



**Key / Location:**



**I.T.S.**

**Project Team:**

**Property Owner:** OBP West, LLC  
5690 Sunshine Farms Rd  
Palm City, Florida 34960

**Planners:** Lucido & Associates  
701 East Coast Boulevard  
Stuart, Florida 34994

**Engineer:** Grotz Engineering Inc.  
2740 SW Mainline Downs Blvd., Suite 418  
Palm City, FL 34960

**Surveyor:** GCY Incorporated  
Professional Surveyors and Mappers  
Corporate Office  
P.O. Box 1469  
Palm City, FL 34991

**Environmental Consultant:** EW Consultants  
1000 Monterey Commons Blvd  
Suite 201  
Stuart, FL 34996

## Ocean Breeze West PUD

Town of Ocean Breeze  
Martin County, Florida

Revised  
Master / Final Site Plan

Date	By	Description
11-2-17	S.L.S.	PUD Amendment Submittal



SCALE: 1" = 100'

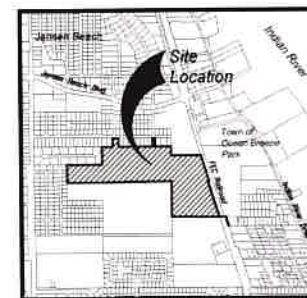


REG. # 1018  
Thomas P. Lucido

Designer SLS Sheet  
 Manager DF **1 of 1**  
 Project Number 16-130  
 Municipal Number ---  
 Computer File Ocean Breeze West - Final Site Plan.dwg

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Key / Location:



Project Team:

Client & Property Owner:

Planner: Lucido & Associates  
701 East Ocean Boulevard  
Stuart, Florida 34994  
Engineer: Grizzle Engineering, Inc.  
2740 SW Martin Downs Blvd., Suite 418  
Palm City, FL 34980  
Surveyor: GCV (Incorporated)  
Professional Surveyors and Mappers  
Corporate Office  
P.O. Box 1469  
Palm City, FL 34901  
Environmental Consultant: EW Consultants  
1000 SE Monterey Commons Blvd.  
Suite 208  
Stuart, FL 34998

## Ocean Breeze West PUD

Town of Ocean Breeze  
Martin County, Florida

### Landscape Plan Cover Sheet

Date: 01.16.18 By: PG Description: Amendment Submittal



SCALE: 1" = 100'

0 50' 100' 200'

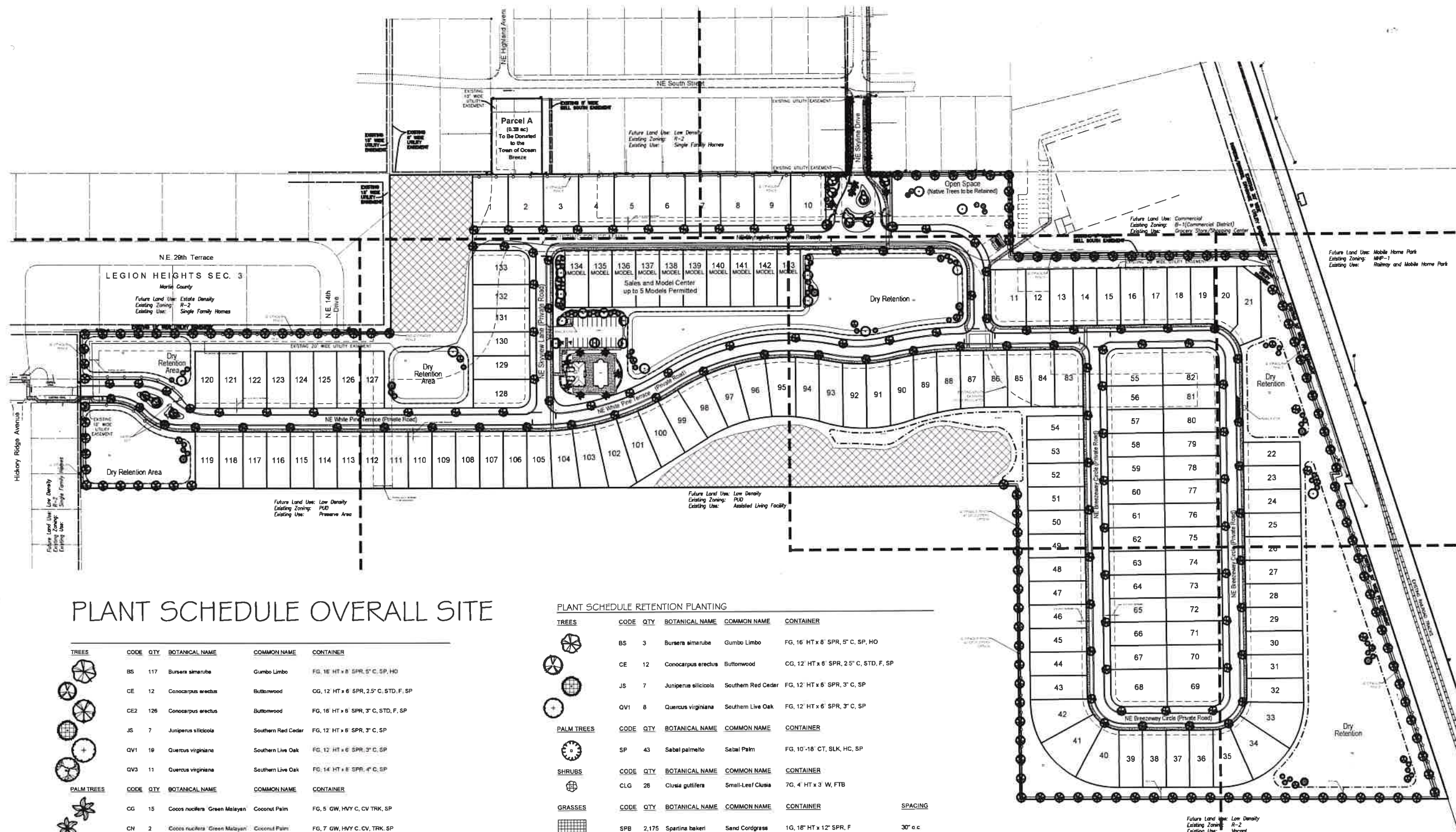
REG. # 1016  
Thomas P. Lucido

Sheet Index:























Plant Schedules / Data: CV  
Landscape Plans: LA-1 - LA-8  
Hardscape Details: LA-9  
Details & Specifications: LA-10

Designer: BW Sheet  
Manager: DF  
Project Number: 16-130  
Municipal Number: —  
Computer File: Ocean Breeze West - Landscape Plan.dwg








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## PLANT SCHEDULE OVERALL SITE

	<u>TREES</u>	<u>CODE</u>	<u>QTY</u>	<u>BOTANICAL NAME</u>	<u>COMMON NAME</u>	<u>CONTAINER</u>
		BS	117	Bursaria sinensis	Gumbo Limbo	FG, 16" HT x 8" SPR, 5" C, SP, HO
		CE	12	Conocarpus erectus	Buttonwood	CG, 12" HT x 6" SPR, 2.5" C, STD, F, SP
		CE2	126	Conocarpus erectus	Buttonwood	FG, 16" HT x 8" SPR, 3" C, STD, F, SP
		JS	7	Juniperus silicicola	Southern Red Cedar	FG, 12" HT x 6" SPR, 3" C, SP
		QV1	18	Quercus virginiana	Southern Live Oak	FG, 12" HT x 6" SPR, 3" C, SP
		QV3	11	Quercus virginiana	Southern Live Oak	FG, 14" HT x 8" SPR, 4" C, SP
	<u>PALM TREES</u>	<u>CODE</u>	<u>QTY</u>	<u>BOTANICAL NAME</u>	<u>COMMON NAME</u>	<u>CONTAINER</u>
		CG	15	Cocos nucifera 'Green Malaysian'	Coconut Palm	FG, 5' GW, HVY C, CV TRK, SP
		CN	2	Cocos nucifera 'Green Malaysian'	Coconut Palm	FG, 7' GW, HVY C, CV, TRK, SP
		SP	105	Sabal palmetto	Sabal Palm	FG, 10'-18" CT, SLK, HC, SP
	<u>SHRUBS</u>	<u>CODE</u>	<u>QTY</u>	<u>BOTANICAL NAME</u>	<u>COMMON NAME</u>	<u>CONTAINER</u>
		AEB	6	Aechmea blanchetiana	Orange Bromeliad	17" POT, 30" QA, SP
		CLG	242	Clusia guttata	Small-Leaf Clusia	7G, 4' HT x 3' W, FTB
		CU	1,405	Coccoloba uvifera	Sea Grape	3G, 24" QA, F
		MYF	31	Myrcianthes fragrans	Simpson's Stopper	7G, 42"X24" FTB, 30" OC
		SCA	203	Schefflera arboricola	Schefflera arboricola	3G, 24"X18" F
	<u>GRASSES</u>	<u>CODE</u>	<u>QTY</u>	<u>BOTANICAL NAME</u>	<u>COMMON NAME</u>	<u>CONTAINER</u>
		PSW	822	Pennisetum setaceum 'White'	White Fountain Grass	3G, 24" QA, F
		SPB	2,175	Spartina bakeri	Sand Cordgrass	1G, 16" HT x 12" SPR, F
	<u>GROUND COVERS</u>	<u>CODE</u>	<u>QTY</u>	<u>BOTANICAL NAME</u>	<u>COMMON NAME</u>	<u>CONTAINER</u>
		CG3	1,037	Ficus microcarpa 'Green Island'	Green Island Ficus	3G, 18" QA, F



## PLANT SCHEDULE RETENTION PLANTING

<u>TREES</u>	<u>CODE</u>	<u>QTY</u>	<u>BOTANICAL NAME</u>	<u>COMMON NAME</u>	<u>CONTAINER</u>
	BS	3	Bursaria sinensis	Gumbo Limbo	FG, 16' HT x 8' SPR, 5" C, SP, HO
	CE	12	Conocarpus erectus	Buttonwood	CG, 12' HT x 8' SPR, 2.5" C, STD, F, SP
	JS	7	Juniperus silicicola	Southern Red Cedar	FG, 12' HT x 6' SPR, 3" C, SP
	QV1	8	Quercus virginiana	Southern Live Oak	FG, 12' HT x 6' SPR, 3" C, SP
<u>PALM TREES</u>					
	SP	43	Sabal palmetto	Sabal Palm	FG, 10'-18' CT, SLK, HC, SP
<u>SHRUBS</u>					
	CLG	26	Clusia guttifera	Small-Leaf Clusia	7G, 4' HT x 3' W, FTB
<u>GRASSES</u>					
	SPB	2,175	Spartina bakeri	Sand Cordgrass	1G, 16" HT x 12" SPR, F
					30" o.c.

## PLANT SCHEDULE STREET TREES

TREES	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER
	BS	114	Bursaria sinarubra	Gumbo Limbo	FG, 16' HT x 8' SPR, 5" C, SP, HO
	QV3	8	Quercus virginiana	Southern Live Oak	FG, 14' HT x 8' SPR, 4" C, SP
PALM TREES					
	CG	6	Cocos nucifera 'Green Malaysian'	Coconut Palm	FG, 5' GW, HVY C, CV TRK, SP
	CN	2	Cocos nucifera 'Green Malaysian'	Coconut Palm	FG, 7' GW, HVY C, CV, TRK, SP
	SP	26	Sabal palmetto	Sabal Palm	FG, 10'-18' CT, SLK, HC, SP

## PLANT SCHEDULE PERIMETER BUFFER

<u>TREES</u>	<u>CODE</u>	<u>QTY</u>	<u>BOTANICAL NAME</u>	<u>COMMON NAME</u>	<u>CONTAINER</u>
	CE2	126	Conocarpus erectus	Buttonwood	FG, 16" HT x 8" SPR, 3" C, STD, F, SP
<u>SHRUBS</u>					
	CU	1,405	Coccoloba uvifera	Sea Grape	3G, 24" QA, F,

N.E. 29th Terrace

LEGION HEIGHTS SEC. 3

Martin County

Future Land Use: Estate Density  
Existing Zoning: R-2  
Existing Use: Single Family Homes

N.E. 14th Drive

EXISTING 15' WIDE UTILITY EASEMENT

6' OPAQUE FENCE

EXISTING 20' WIDE UTILITY EASEMENT

Dry Retention Area

120 121 122 123 124 125 126 1

EXISTING 10' WIDE UTILITY EASEMENT

GATED EXIT

NE White Pine Ter

119 118 117 116 115 114 113 1

Dry Retention Area

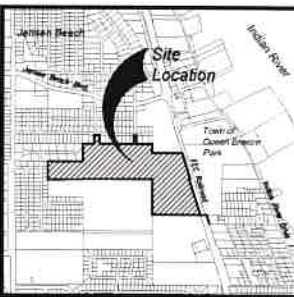
Future Land Use: Low Density  
Existing Zoning: PUD  
Existing Use: Preserve Area



lucido & associates

701 E Ocean Blvd., Stuart, Florida 34994 (772) 220-2100, Fax (772) 223-0026  
100 Avenue A Suite 2A, Fort Pierce, Florida 34950 (772) 467-1301, Fax (772) 467-1303  
827 North Thornton Avenue, Okeechobee, Florida 33850 (407) 859-9521, Fax (407) 859-9188

Key / Location:



N.T.S.

Project Team:

Client & Property Owner:

Planner: Lucido & Associates  
701 East Ocean Boulevard  
Stuart, Florida 34994

Engineer: Grzalka Engineering, Inc.  
2740 SW Martin Downs Blvd., Suite 418  
Palm City, FL 34980

Surveyor: GCY Incorporated  
Professional Surveyors and Mappers  
Corporate Office  
P.O. Box 1469  
Palm City, FL 34991


Environmental Consultant: EW Consultants  
1000 SE Monterey Commons Blvd  
Suite 208  
Stuart, FL 34995

Ocean Breeze West PUD

Town of Ocean Breeze  
Martin County, Florida

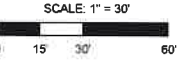
Landscape Plan

Date	By	Description
01.16.18	PG	Amendment Submittal



NORTH

SCALE: 1" = 30'

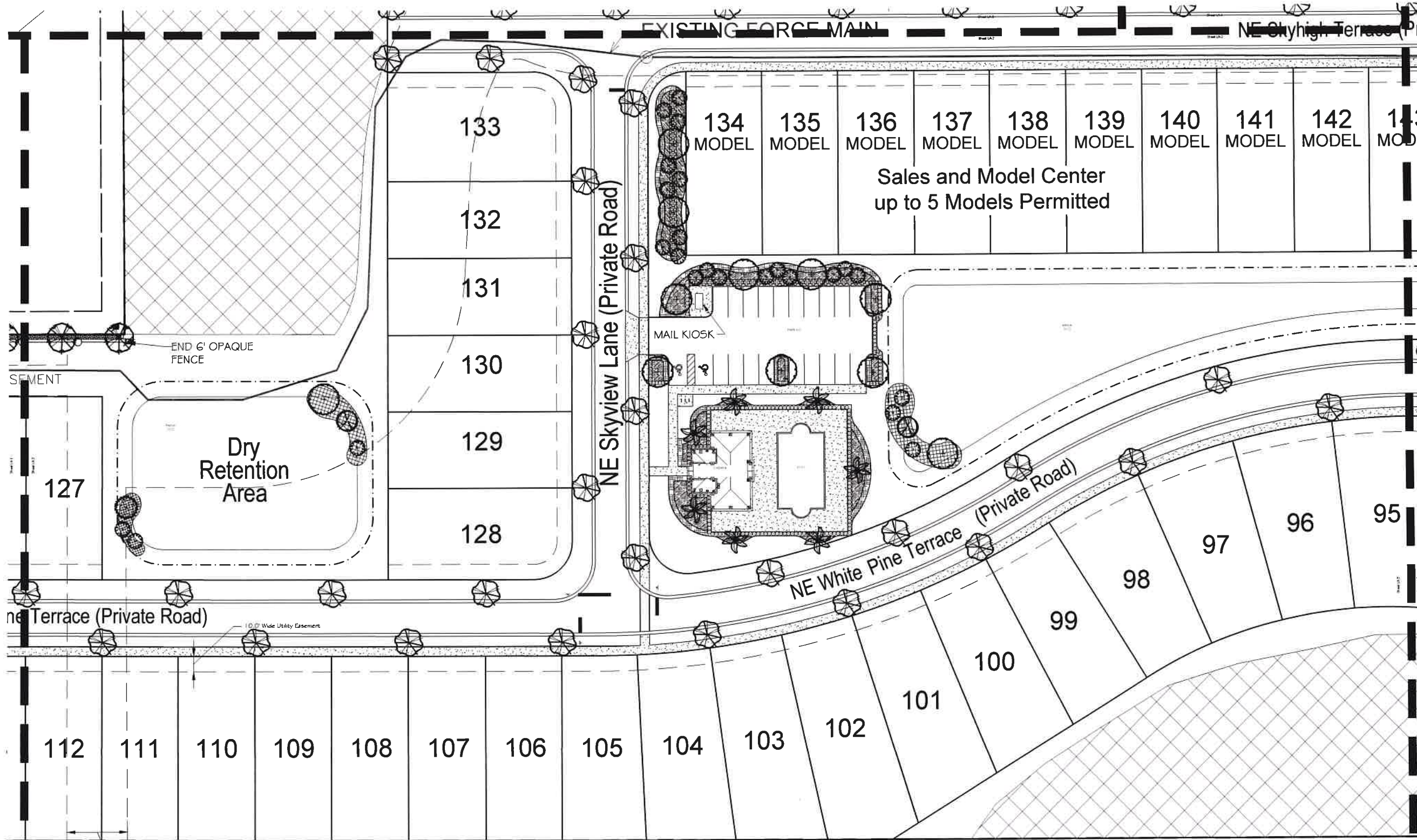


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REG # 1018  
Thomas P. Lucido

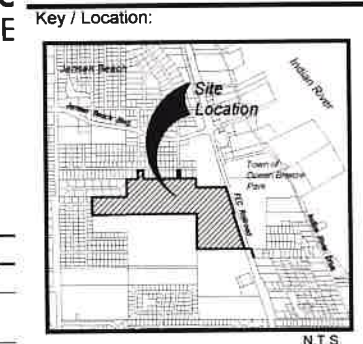
Designer	BW	Sheet
Manager	DF	<b>LA-1</b>
Project Number	16-130	
Municipal Number	---	
Computer File	Ocean Breeze West - Landscape Plan.dwg	

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**lucido & associates**

721 E Ocean Blvd., Suite 200, Fort Pierce, Florida 34946 (772) 220-1000 Fax (772) 223-0220  
 100 Avenue A, Suite 2A, Fort Pierce, Florida 34950 (772) 467-1301 Fax (772) 467-1302  
 827 North Thornton Avenue, Orlando, Florida 32803 (407) 898-9521 Fax (407) 898-9788



**Project Team:**

**Client & Property Owner:**

**Planners:** Lucido & Associates  
 701 East Ocean Boulevard  
 Stuart, Florida 34994

**Engineer:** Gravelle Engineering, Inc.  
 2740 SW Martin Downs Blvd., Suite 418  
 Palm City, FL 34990

**Surveyor:** GCM Incorporated  
 Professional Surveyors and Mappers  
 Corporate Office  
 P.O. Box 1469  
 Palm City, FL 34991

**Environmental Consultant:** EW Consultants  
 1000 SE Monterey Commons Blvd.  
 Suite 208  
 Stuart, FL 34995

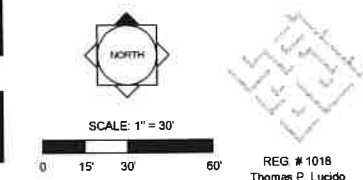
## Ocean Breeze West PUD

Town of Ocean Breeze  
 Martin County, Florida

## Landscape Plan

Date	By	Description
01.16.18	PG	Amendment Submittal

Future Land Use: Low Density  
 Existing Zoning: PUD  
 Existing Use: Assisted Living Facility

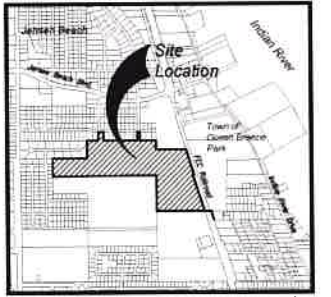


Designer: BW  
 Manager: DF  
 Project Number: 16-130  
 Municipal Number: ---  
 Computer File: Ocean Breeze West - Landscape Plan.dwg

**LA-2**

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Key / Location:



N.T.S.

Project Team:

Client & Property Owner:

Planners: Lucido & Associates  
 701 East Ocean Boulevard  
 Stuart, Florida 34994  
 Engineer: Grubbs Engineering, Inc.  
 2740 SW Martin Downs Blvd., Suite 418  
 Palm City, FL 34980  
 Surveyor: GCY Incorporated  
 Professional Surveyors and Mappers  
 Corporate Office  
 P.O. Box 1489  
 Palm City, FL 34981  
 Environmental Consultant: EW Consultants  
 1000 SE McKinley Commons Blvd  
 Suite 208  
 Stuart, FL 34998

## Ocean Breeze West PUD

Town of Ocean Breeze  
 Martin County, Florida

### Landscape Plan

Date	By	Description
01.16.18	PG	Amendment Submittal



SCALE: 1" = 30'

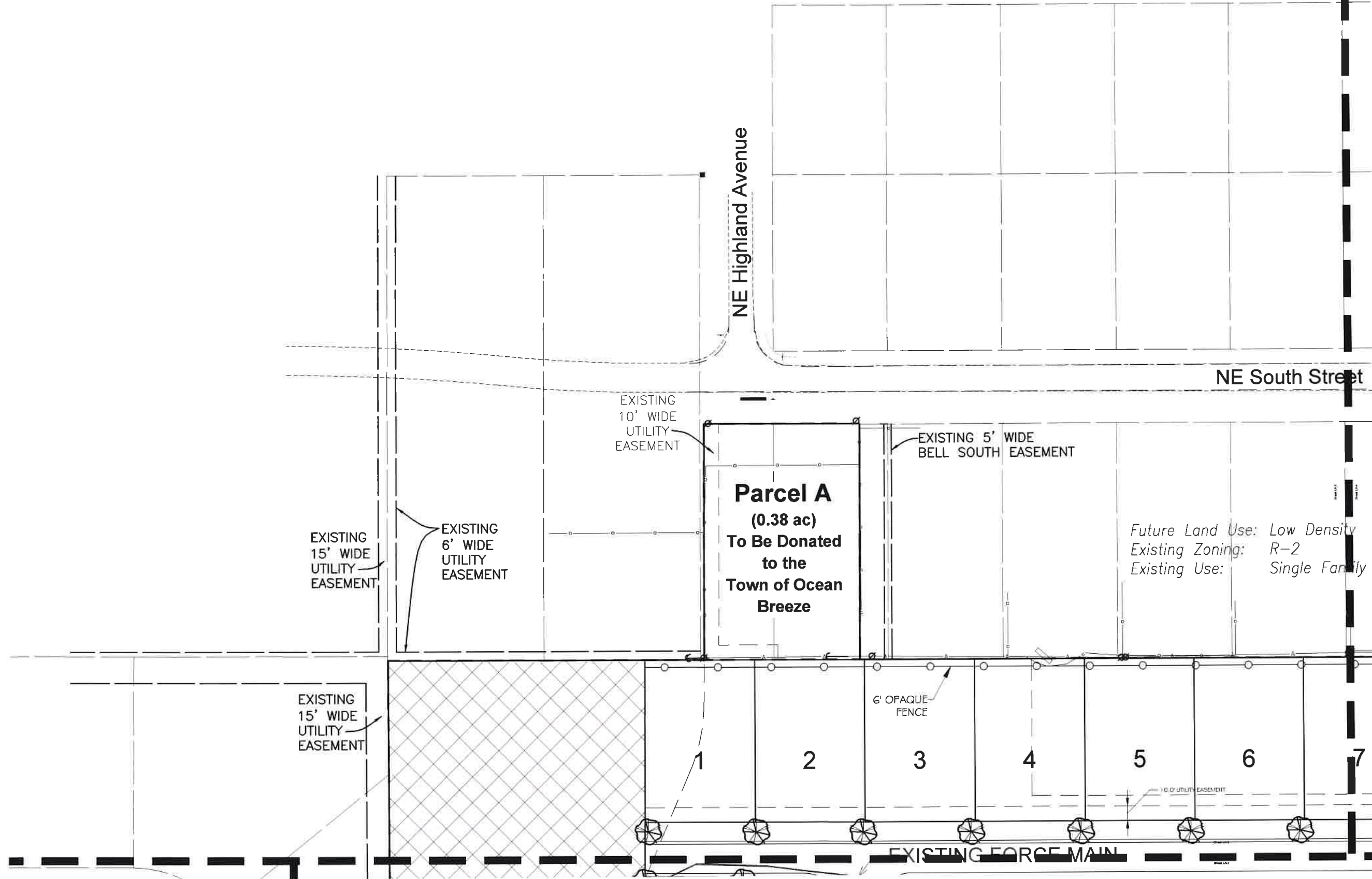
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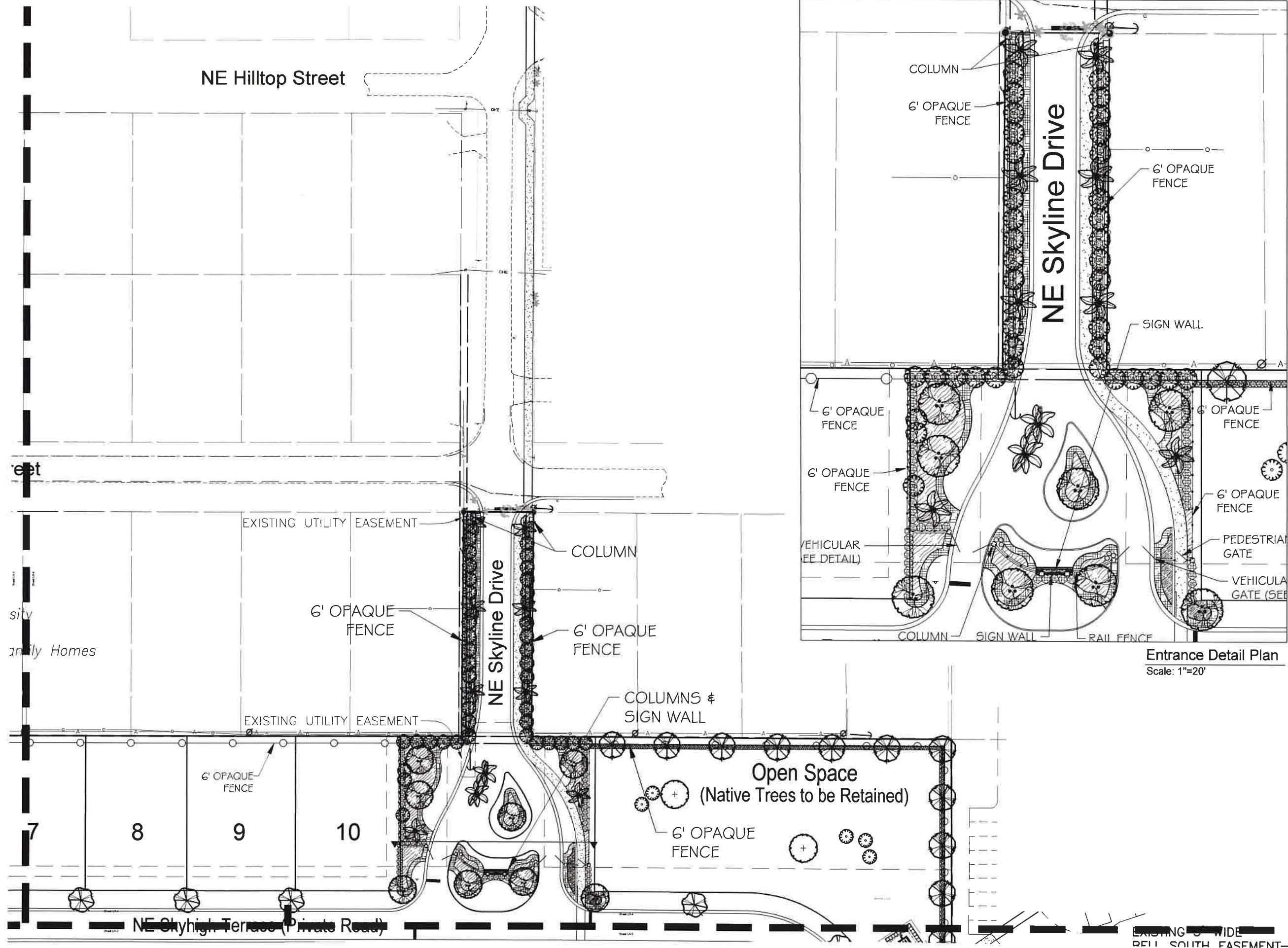


Designer: BW Sheet  
 Manager: DF  
 Project Number: 18-130  
 Municipal Number: —  
 Computer File: Ocean Breeze West - Landscape Plan.dwg

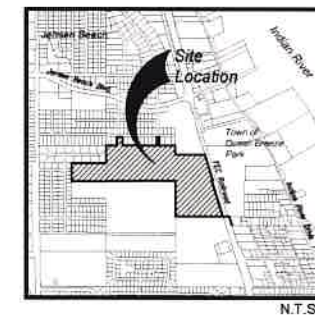
**LA-3**

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Key / Location:



Project Team:

Client & Property Owner:

Planners: Lucido & Associates  
 701 East Ocean Boulevard  
 Stuart, Florida 34984

Engineer: Gazella Engineering, Inc.  
 2740 SW Martin Downs Blvd., Suite 418  
 Palm City, FL 34980

Surveyor: GCY Incorporated  
 Professional Surveyors and Mappers  
 Corporate Office  
 P.O. Box 1469  
 Palm City, FL 34991

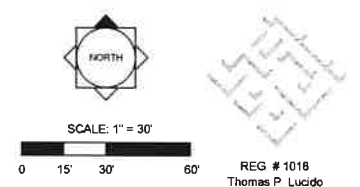
Environmental Consultant: EW Consultants  
 1000 SE Monterey Commons Blvd.  
 Suite 206  
 Stuart, FL 34986

**Ocean Breeze West PUD**

Town of Ocean Breeze  
 Martin County, Florida

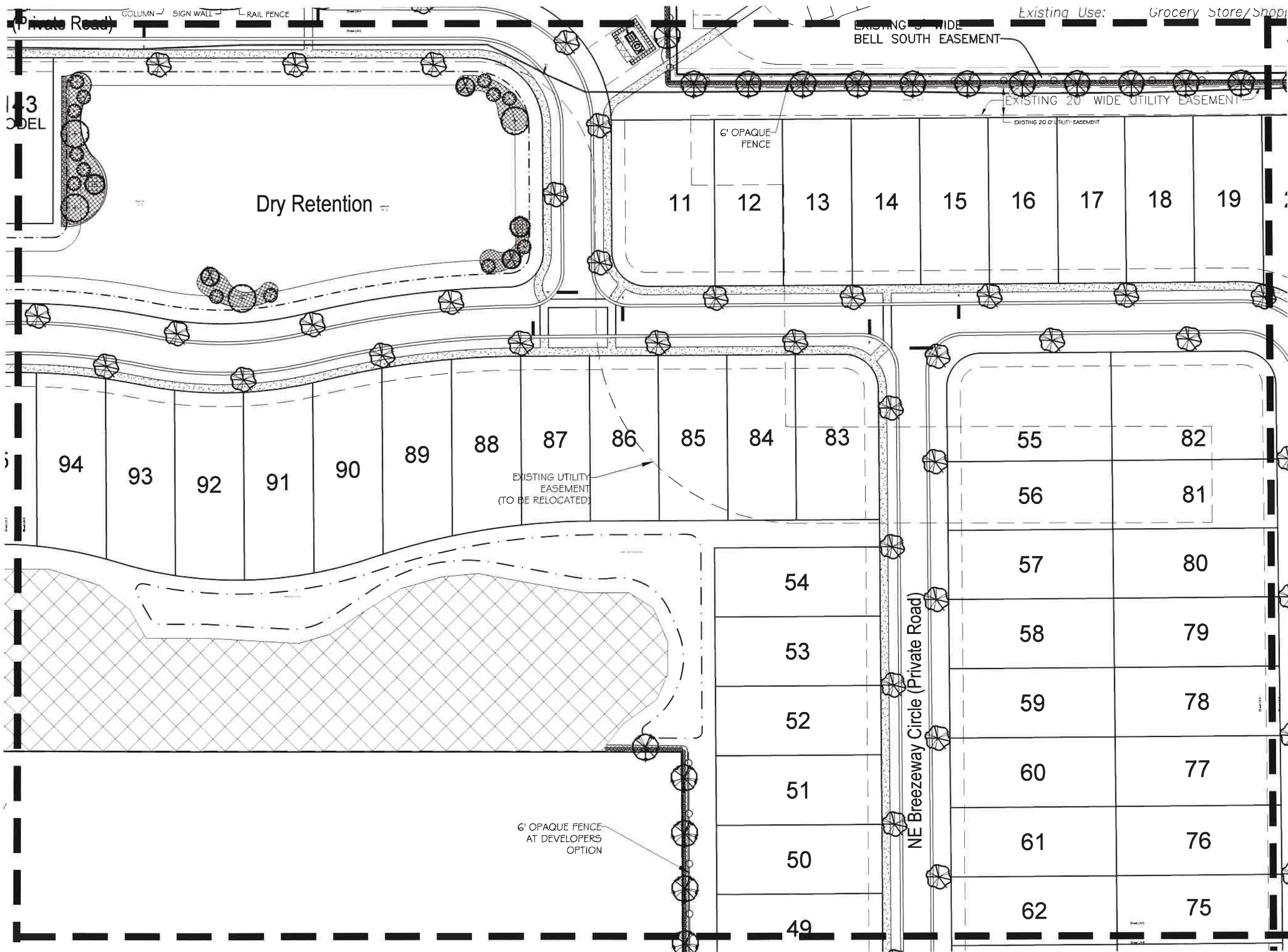
**Landscape Plan**

Date	By	Description
01.16.18	PG	Amendment Submittal



Designer	BW	Sheet
Manager	DF	
Project Number	16-130	
Municipal Number		
Computer File	Ocean Breeze West - Landscape Plan.dwg	

**LA-4**



**lucido & associates**

701 E Ocean Blvd. Suite 34904  
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(772) 225-2100 Fax (772) 224-2220  
(772) 462-1301 Fax (772) 462-1302  
(407) 858-9521 Fax (407) 858-9768

**Key / Location:**

NTS

**Project Team:**

**Client & Property Owner:**

**Planners:** Lucido & Associates  
701 East Ocean Boulevard  
Stuart, Florida 34904

**Engineer:** Ozette Engineering, Inc.  
2740 SW Martin Downs Blvd., Suite 418  
Palm City, FL 34980

**Surveyor:** GCY Incorporated  
Professional Surveyors and Mappers  
Corporate Office  
P.O. Box 1496  
Palm City, FL 34981

**Environmental Consultant:** EW Consultants  
1000 SE Monterey Commons Blvd.  
Suite 208  
Stuart, FL 34996

**Ocean Breeze West PUD**

Town of Ocean Breeze  
Martin County, Florida

**Landscape Plan**

Date	By	Description
01.16.18	PG	Amendment Submittal

**North Arrow**

**SCALE: 1" = 30'**

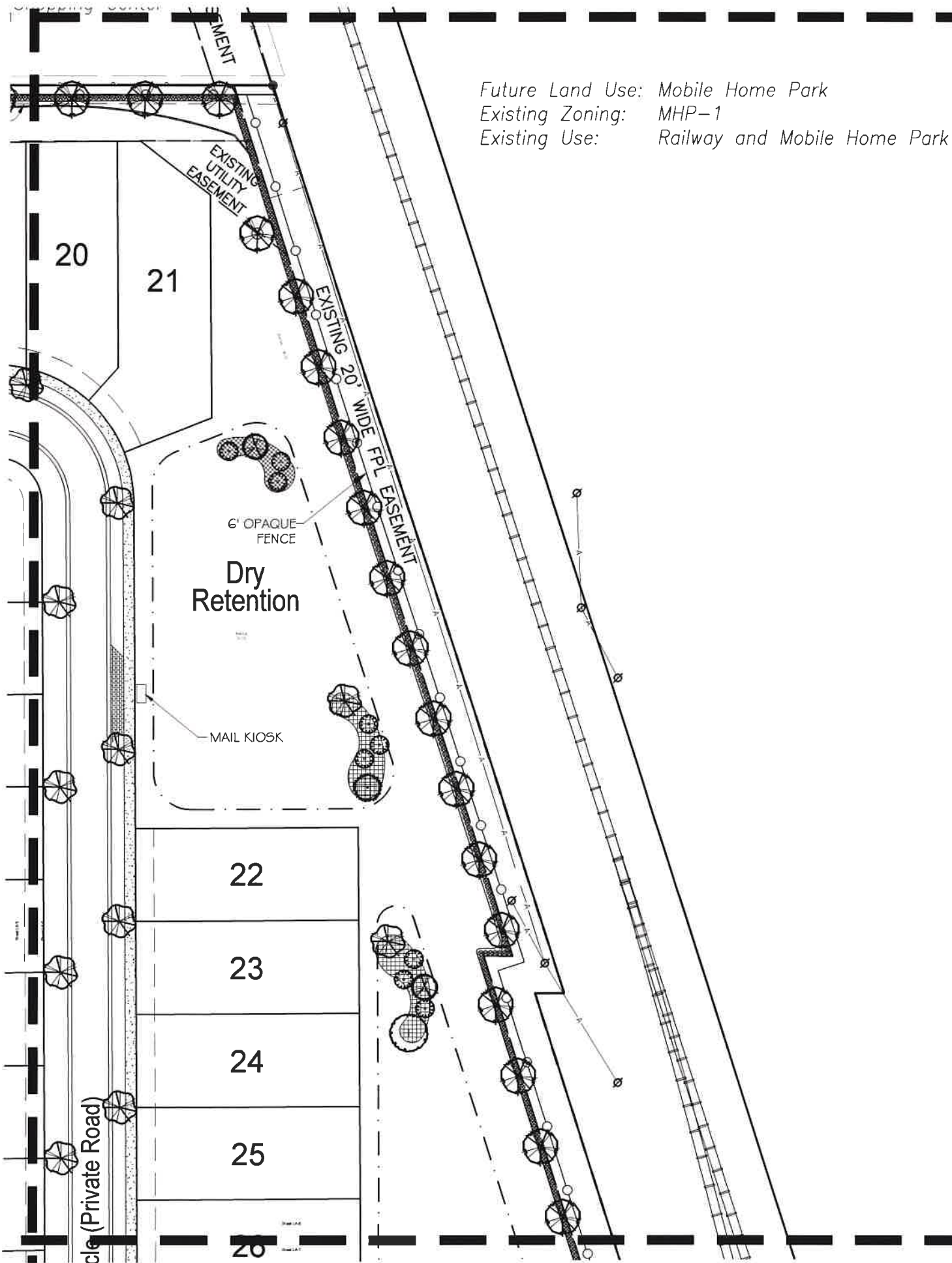
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REG # 1018  
Thomas P. Lucido

**LA-5**

Designer: BW  
Manager: DF  
Project Number: 16-130  
Municipal Number: —  
Computer File: Ocean Breeze West - Landscape Plan.dwg

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Future Land Use: Mobile Home Park  
Existing Zoning: MHP-1  
Existing Use: Railway and Mobile Home Park



701 E. Ocean Blvd., Suite 100, Fort Myers, Florida 34906 (772) 225-2101 Fax (772) 223-0226  
100 Avenue A, Suite 2A, Fort Myers, Florida 34906 (772) 467-1301 Fax (772) 467-1302  
827 North Thornton Avenue, Orlando, Florida 32803 (407) 858-5021 Fax (407) 858-5768

Key / Location:



Project Team:

Client & Property Owner:

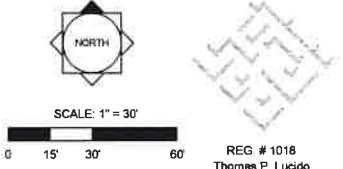
Planners: Lucido & Associates  
701 East Ocean Boulevard  
Stuart, Florida 34994  
Engineers: Grizzle Engineering, Inc.  
2740 SW Martin County Blvd., Suite 418  
Palm City, FL 34990  
Surveyor: GCY Incorporated  
Professional Surveyors and Mappers  
P.O. Box 1469  
Palm City, FL 34991  
Environmental Consultant: EW Consultants  
1000 SE Monterey Commons Blvd.  
Suite 208  
Stuart, FL 34996

## Ocean Breeze West PUD

Town of Ocean Breeze  
Martin County, Florida

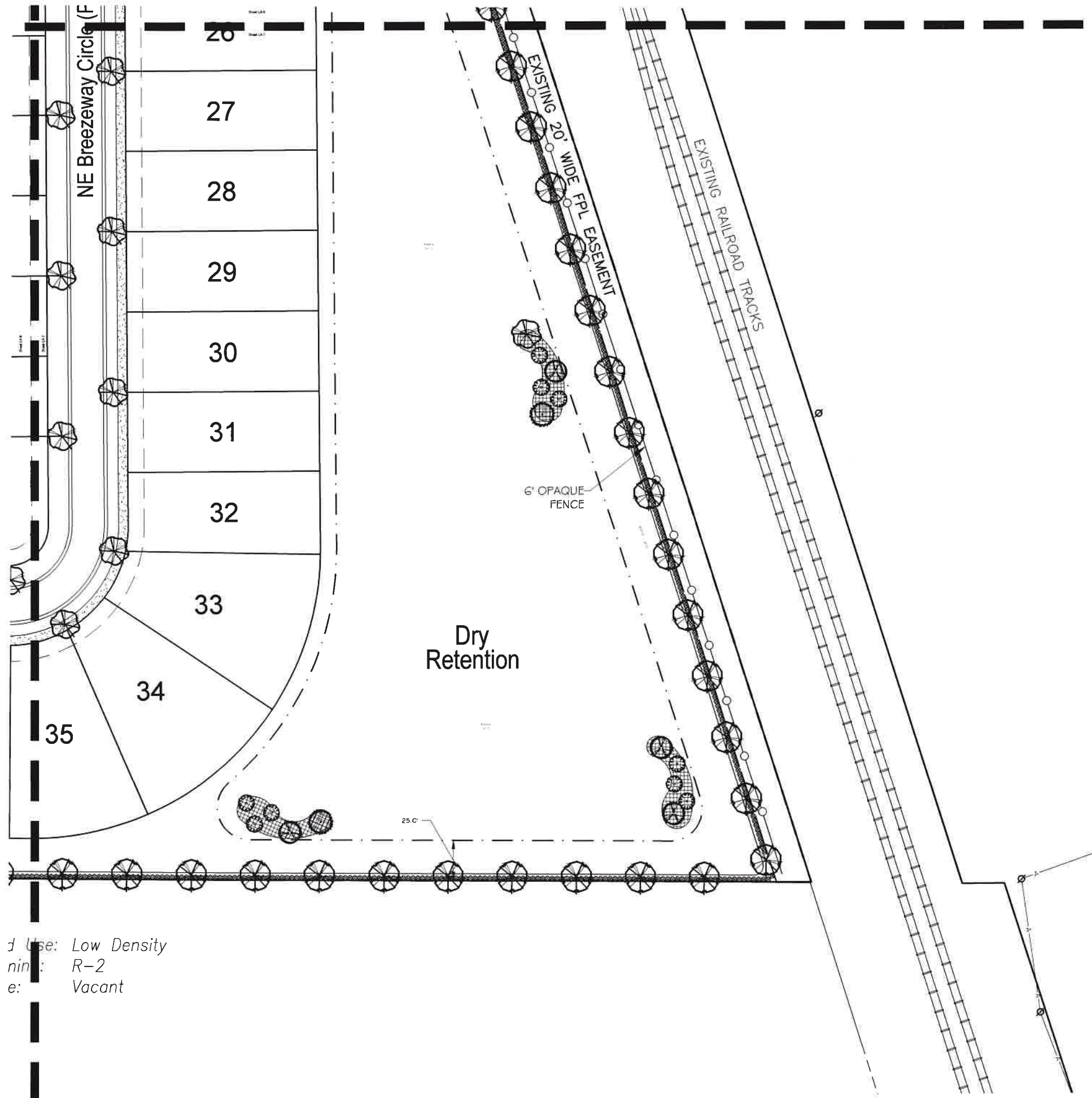
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Date	By	Description
01.16.18	PG	Amendment Submittal

Designer: BW  
Manager: DF  
Project Number: 16-130  
Municipal Number: ---  
Computer File: Ocean Breeze West - Landscape Plan.dwg  
Sheet: **LA-6**

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d Use: Low Density  
 nin: R-2  
 e: Vacant

**lucido & associates**

701 E Ocean Blvd., Stuart, Florida 34984 (772) 225-2100 Fax (772) 223-0220  
 150 Avenue A Suite 2A, Fort Pierce, Florida 34952 (772) 467-1301 Fax (772) 467-1303  
 827 North Thorburn Avenue, Orlando, Florida 32803 (407) 896-9521 Fax (407) 896-9768

Key / Location:

N.T.S.

Project Team:

Client & Property Owner:

Planners: Lucido & Associates  
 701 East Ocean Boulevard  
 Stuart, Florida 34984

Engineer: Gavel Engineering, Inc.  
 2740 SW Martin Downs Blvd., Suite 418  
 Palm City, FL 34980

Surveyor: GCY Incorporated  
 Professional Surveyors and Mappers  
 Corporate Office  
 P.O. Box 1456  
 Palm City, FL 34981

Environmental Consultant: EWI Consultants  
 1000 SE Monterey Commons Blvd  
 Suite 208  
 Stuart, FL 34988

# Ocean Breeze West PUD Town of Ocean Breeze Martin County, Florida Landscape Plan

Date	By	Description
01.16.18	PG	Amendment Submittal

North Arrow

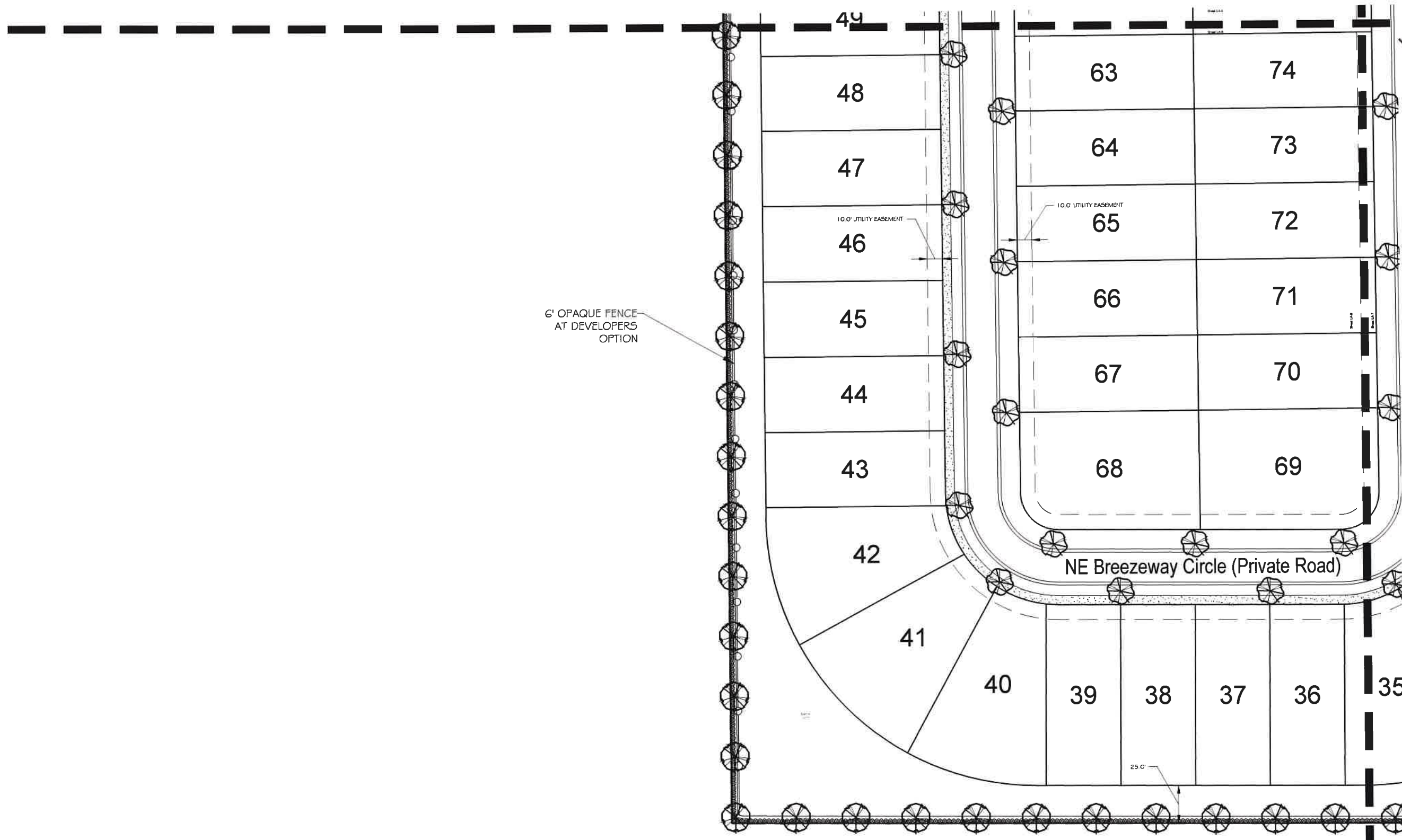
SCALE: 1" = 30'

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REG # 1018  
 Thomas P. Lucido

Designer	BW	Sheet
Manager	DF	<b>LA-7</b>
Project Number	16-130	
Municipal Number		
Computer File	Ocean Breeze West - Landscape Plan.dwg	

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**lucido & associates**

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627 North Thomson Avenue, Orlando, Florida 32803 (407) 898-9521 Fax (407) 898-9788

Key / Location:



N.T.S.

Project Team:

Client & Property Owner:

Planners: Lucido & Associates  
701 East Ocean Boulevard  
Stuart, Florida 34994

Engineer: Grizzle Engineering, Inc.  
2740 SW Martin Downs Blvd., Suite 418  
Palm City, FL 34980

Surveyor: GCY Incorporated  
Professional Surveyors and Mappers  
Corporate Office  
P.O. Box 1469  
Palm City, FL 34991

Environmental Consultant: EW Consultants  
1000 SE Monkey Commons Blvd.  
Suite 208  
Stuart, FL 34995

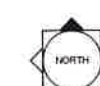
# Ocean Breeze West PUD

Town of Ocean Breeze  
Martin County, Florida

## Landscape Plan

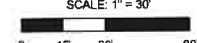
Date	By	Description
01.16.18	PG	Amendment Submittal


Future Land Use:  
Existing Zoning:  
Existing Use:



NORTH

SCALE: 1" = 30'



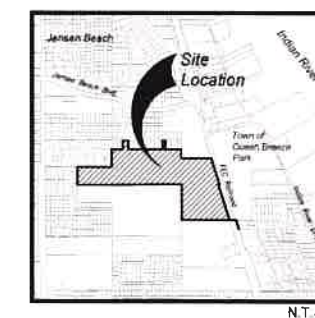


REG # 1018  
Thomas P. Lucido

Designer	BW	Sheet
Manager	DF	<b>LA-8</b>
Project Number	16-130	
Municipal Number	---	
Computer File	Ocean Breeze West - Landscape Plan.dwg	

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Key / Location:



Project Team:

Client & Property Owner:

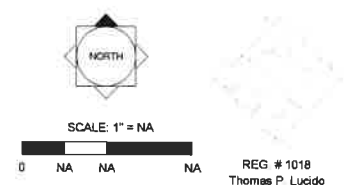
Planner: Lucido & Associates  
 701 East Ocean Boulevard  
 Stuart, Florida 34994  
 Engineer: Grolla Engineering, Inc.  
 2740 SW Martin Downs Blvd., Suite 418  
 Palm City, FL 34980  
 Surveyor: GCM Incorporated  
 Professional Surveyors and Mappers  
 P.O. Box 1489  
 Palm City, FL 34981  
 Environmental Consultant: EW Consultants  
 1000 SE Monterey Commons Blvd.  
 Suite 208  
 Stuart, FL 34996

## Ocean Breeze West PUD

Town of Ocean Breeze  
 Martin County, Florida

### Entrance Hardscape

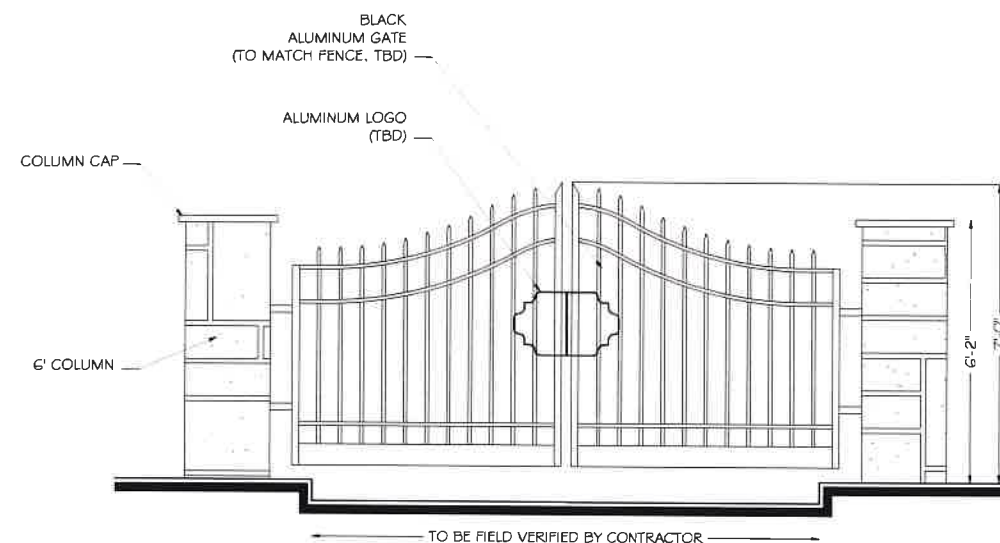
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01.16.18	PG	Amendment Submittal



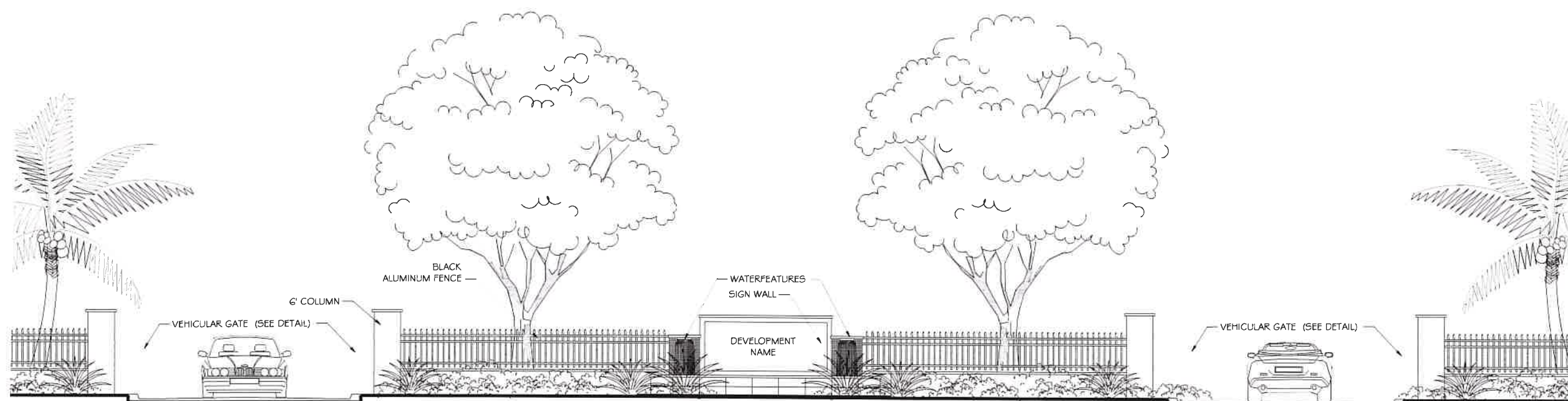
Designer: BW Sheet  
 Manager: DF  
 Project Number: 16-130  
 Municipal Number: ---  
 Computer File: Ocean Breeze West - Landscape Plan.dwg

**LA-9**

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**VEHICULAR GATE - DESIGN DETAIL**  
 SCALE: 1/2" = 1'-0"



**SIGN WALL, COLUMNS, & RAIL - DESIGN DETAIL**  
 SCALE: 1/4" = 1'-0"

LANDSCAPE SPECIFICATIONS

PART 1: GENERAL CONDITIONS

1.01 SCOPE:

A. The landscape contract includes the supplying and planting of all trees, shrubs, vines, and ground cover together with all necessary labor, equipment, tools and materials needed for the successful completion, execution and maintenance of the landscape plans.

1.02 AGENCY STANDARDS:

A. Grades and standards of plant materials to be used shall be true to name, size, condition and graded Florida #1 or better as stated in: Grades and Standards of Florida Plant Materials published by the State of Florida Department of Agriculture, Tallahassee, Florida.

1.03 SITE EXAMINATION:

A. The Landscape Contractor shall personally examine the site and fully acquaint him/herself with all of the existing conditions in order that no mis-understanding may afterwards arise as to the character or extent of the work to be performed, and additionally, in order to acquaint him/herself with all precautions to be taken in order to avoid injury to property or persons. No additional compensation will be granted because of any unusual difficulties which may be encountered in the execution or maintenance of any portion of the work.

1.04 ERRORS AND OMISSIONS:

A. The plant list is a part of the drawings and is furnished as a convenience. The plant list indicates the name, size and quantities of specific plant materials as called for and is located on the drawings. The Landscape Contractor is responsible for his/her own quantity count, and any discrepancy between drawings and plant list shall be considered as correct on the drawings.

B. The Landscape Contractor shall not take advantage of errors or omissions in the specifications or contract drawings. Full instruction will be given if such errors are discovered. Upon the discovery of any discrepancies in, or omissions from the drawings or documents, or should the Landscape Contractor be in doubt as to their meaning, the Landscape Architect shall be notified and will determine the actions necessary to each query.

C. If plans and specifications are found to disagree after the contract is awarded, the Landscape Architect shall be the judge as to which was intended.

1.05 EXECUTION OF THE WORK:

A. The Landscape Contractor shall have his labor crews controlled and directed by a Foreman well versed in plant materials, planting methods, reading blueprints, and coordination between job and nursery in order to execute installation correctly and in a timely manner.

B. The Landscape Contractor shall provide a competent English-speaking Foreman on the project at all times, who shall be fully authorized as the Contractor's agent on the work. The Superintendent shall be capable of reading and thoroughly understanding the Plans, Specifications and other Contract Documents. If the Superintendent is deemed incompetent by the Landscape Architect, he (the superintendent) shall be immediately replaced.

C. The Landscape Contractor shall be available for any meetings with the Owner and/or Landscape Architect during implementation of the job. Any additional work or changes required as a result of failure to communicate with the Owner or Landscape Architect during implementation will be the responsibility of the Landscape Contractor.

1.06 PROTECTION OF PUBLIC AND PROPERTY:

A. The Landscape Contractor shall protect all materials and work against injury from any cause and shall provide and maintain all necessary safeguards for the protection of the public. He shall be held responsible for any damage or injury to persons or property which may occur as a result of his fault or negligence in the execution of the work, i.e. damage to underground pipes or cables.

1.07 CHANGES AND EXTRAS:

A. The Contractor shall not start work on any changes or "extras" in the project until a written agreement setting forth the adjusted prices has been executed by the Owner and the Contractor. Any work performed on changes or "extras" prior to execution of a written agreement may or may not be compensated for by the Owner at his discretion.

1.08 GUARANTEE:

A. The Landscape Contractor shall furnish a written guarantee warranting all materials, workmanship and plant materials, except sod, for a period of ONE (1) YEAR from the time of completion and acceptance by the Landscape Architect and Owner. Sod shall be guaranteed to 90 calendar days after acceptance by the Landscape Architect and Owner. All plant material shall be alive and in satisfactory condition and growth for each specific kind of plant at the end of the guarantee period. The guaranteeing of plant material shall be construed to mean complete and immediate replacement with plant material of the same variety, type, size, quality and grade as that of the originally specified material. During the guarantee period it shall be the Landscape Contractor's responsibility to immediately replace any dead or unhealthy material as determined by the Landscape Architect. The guarantee will be null and void if plant material is damaged by lightning, hurricane force winds, or any other acts of God, as well as vandalism or lack of proper maintenance.

B. At the end of the specified guarantee period, any plant required under this contract that is dead or not in satisfactory condition, as determined by the Landscape Architect, shall be replaced. The Landscape Contractor shall be responsible for the full replacement cost of plant materials for the first replacement and where subsequent replacement (s) costs equally with the Owner, should the replacement plant fail to survive.

1.09 CARE AND MAINTENANCE:

A. The Landscape Contractor shall be responsible for the care and maintenance of all plant materials and irrigation when applicable until final acceptance by the Owner or Landscape Architect.

B. The Owner agrees to execute the instructions for such care and maintenance.

1.10 SAFETY:

A. It shall be the responsibility of the Landscape Contractor to protect all persons from injury and to avoid property damage. Adequate warning devices shall be placed and maintained during the progress of the work.

B. It shall be the contractor's responsibility to conform to all local, state, and federal safety laws and codes including the Federal Occupational Safety And Health Act (O.S.H.A.).

1.11 CONTRACTOR QUALIFICATION:

A. The Owner may require the applicant contractor (s) to qualify him/herself to be a responsible entity by furnishing any or all of the following documentary data:

1. A financial statement showing assets and liabilities of the company current to date.
2. A listing of not less than (3) completed projects of similar scope and nature.
3. Permanent name and address of place of business.
4. The number of regular employees of the organization and length of time the organization has been in business under the present name.

1.12 INSURANCE AND BONDING:

A. The contractor (s) shall submit proof of insurance for this job for the time period that the work is done. The minimum amount of insurance shall be \$300,000.00 per person and \$300,000.00 per aggregate or as required by owner and agreed to in the contract. The successful bidder shall be required to have this coverage in effect before beginning work on the site.

B. The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

1.13 PERMITS AND CERTIFICATES:

A. All contractors shall secure and pay for all permits and certificates required for his/her class of work.

PART 2: MATERIALS

2.01 PLANT MATERIALS:

A. A complete list of plants is shown on the drawings, including a schedule of quantities, sizes, and such other requirements deemed necessary. In the event discrepancies occur, the specifications on the drawings shall govern.

B. Substitutions: Substitutions of plant materials or changes in size or spacing of materials will be permitted ONLY upon written authorization by the Owner or the Landscape Architect. If plant material is not of sufficient size to meet applicable codes, a letter of variance from the appropriate agency must be obtained by the Contractor prior to issuance of any change order. If material of smaller size is to be accepted, the quantity of material shall be increased, at no additional cost to the Owner, to meet the intent of the drawings.

C. All plant materials shall have a habit of growth that is normal for the species and shall be healthy, vigorous and equal to or exceed the measurements specified in the plant list, which are the minimum acceptable sizes. Plants shall be measured before pruning with branches in normal position. Any necessary pruning shall be done at the time of planting.

D. All plant materials shall be nursery grown, unless otherwise noted, Florida #1 or better and shall comply with all required inspections, grading standards and plant regulations as set forth by the Florida Department of Agriculture's Grades and Standards for Nursery Plants, most current addition and Grades and Standards for Nursery Plants, most current addition.

E. Plants that do not have the normal balance of height and spread typical for the respective plant shall not be acceptable.

F. The Landscape Contractor shall install each plant to display its best side. Adjustments may be required if plants are not installed properly and/or approved by the Landscape Architect at no additional cost to owner.

2.02 INSPECTION:

A. The Landscape Architect and Owner may inspect trees and shrubs at place of growth or at site before planting, for compliance with requirements for genus, species, variety, size and quality. The Landscape Architect and Owner retain the right to further inspect trees and shrubs for size and condition of bolls and root systems, insects, injuries and latent defects, and to reject unsatisfactory or defective material at any time during progress of work. Rejected plant materials shall be immediately removed from project site.

2.03 PROTECTION OF PLANT MATERIALS:

A. Balled and burlapped plants (B & B) shall be dug with firm natural bolls of earth of sufficient diameter and depth to encompass the fibrous and feeding root system necessary for full recovery of the plant. Bolls shall be firmly wrapped with burlap similar materials and bound with cord, rope, or wire mesh. All collected plants shall be balled and burlapped.

B. Plants with broken, damaged or insufficient rootbolls will be rejected.

C. All plant material shall be protected from possible bark injury or breakage of branches. All plants transported by open trucks shall be adequately covered to prevent windburn, drying or damage to plants.

D. Plants which cannot be planted immediately on delivery to the site shall be covered with moist soil, mulch or other protection from the drying of wind and sun. All plants shall be watered as necessary by the Landscape Contractor until planted.

2.04 STORAGE:

A. All plant materials shall be stored on the site in designated areas, specified by the Landscape Architect or Owner's agent.

B. No plant material shall be stored longer than seventy-two (72) hours unless approved by the Landscape Architect and/or owner.

C. The Landscape Architect reserves the right to reject any plant materials not in conformance with these specifications.

D. All rejected material shall be immediately removed from the site and replaced with acceptable material at no cost to the Owner.

2.05 PROTECTION DURING PLANTING:

A. Trees moved by winch or crane shall be thoroughly protected from chain marks, girdling or bark slippage by means of burlap, wood botlans or other approved methods. Botlans shall NOT be attached to the tree with nails.

2.06 PLANTING SOIL:

A. Planting soil for all plantings shall consist of existing native soil and shall be free of debris, roots, clay, stones, plants or other foreign materials which might be a hindrance to planting operations or be detrimental to good growth.

2.07 FERTILIZER:

A. Commercial fertilizer shall comply with the state fertilizer laws. Nitrogen shall not be less than 40% from organic source. Inorganic chemical nitrogen shall not be derived from the sodium form of nitrate. Fertilizers shall be delivered to the site in unopened original containers, each bearing the manufacturer's guaranteed analysis. Any fertilizer that becomes caked or otherwise damaged shall be rejected.

B. Thoroughly mixed 3 lbs. of commercial fertilizer to each cubic yard of planting soil.

C. Tableted fertilizer shall be Agrilam planting tablets 20-10-5 formula, 21 gram or equal. All trees and shrubs shall be fertilized with tableted fertilizer as follows. While backfilling plant holes, fertilizer tablets shall be equally spaced and placed adjacent to the ball mid-way in depth in accordance with the following rates:

1 gallon container	1 tablet
3 gallon container	2 tablets
5 gallon container	3 tablets
7 gallon	5 tablets

Large tube, wire baskets, grow bags, and balled and burlapped material shall have 1 tablet for each 1/2 inch of trunk diameter (measured 3 feet from ground) or for each foot of height or spread of larger shrub material. The Landscape Architect reserves the right to inspect and review the application of fertilizer.

2.08 MULCH:

A. Mulch material shall be clean, dry, free of weeds, seeds and pests, moistened at the time of application to prevent wind displacement. Cypress &/or Red mulch is prohibited.

B. All trees and shrub beds shall receive 3" mulch immediately after planting and thoroughly watered. Apply 2" max on tree & palm rootbolls, keep away from tree & palm trunks or as required by local jurisdiction.

PART 3: EXECUTION

3.01 DIGGING:

A. The Landscape Contractor shall exercise care in digging and other work so as not to damage existing work, including overhead wires, underground pipes and cables and the pipes and hydrants of watering systems. Should such overhead or underground obstructions be encountered which interfere with planting, the Owner shall be consulted and contractor will adjust the location of plants to clear such obstructions. The Contractor shall be responsible for the immediate repair of any damage caused by his work.

3.02 GRADING:

A. Grading for drainage, swales, etc. to within 4 inches of the finished grade to be provided by others.

B. It shall be the responsibility of the Landscape Contractor to provide the final grading during the course of landscape installation so as to bring sod and planting areas to their proper elevations in relation to walks, paving, drain structures, and other site conditions. The site grading plan must be checked prior to installation of sod to insure that drainage and other conditions will NOT be modified.

3.03 PLANTING:

A. Planting shall take place during favorable weather conditions.

B. The Contractor shall call for utility locates and ascertain the location of all utilities and easements so proper precautions can be taken not to damage or encroach on them.

C. Tree Planting shall be located where it is shown on the plan. No planting holes shall be dug until the proposed locations have been staked on the ground by the Contractor.

D. Excavation of holes shall extend to the required subgrades as specified on the planting diagrams located in the planting plans. Plant pits shall be circular in outline and shall have a profile which conforms to the aforementioned "Tree and Shrub Planting Diagrams".

E. A representative number of planting pits (a minimum of one in every 25 feet throughout the entire site) shall be tested for proper drainage. See Landscape Plan for complete testing methods and requirements.

F. Planting pits shall be excavated to the following dimensions and refilled with a mixture of (1/2) planting soil (1/2) existing native soil:

1 gallon material (1 gal.):	12" x 12" x 12" min.
3 Gallon material (3 gal.):	30" x 30" x 18" min.
Large material (7 gal.):	30" x 30" x 24" min.

Field grown material and trees: 1-1/2 times width of ball and depth of ball plus 12" min.

G. No planting or laying of sod shall be initiated until the area has been cleaned of existing sod or other plant materials, rough grass, weeds, debris, stones etc. and the ground has been brought to an even grade, with positive drainage away from buildings and towards drain inlets and swales, and approved by Landscape Architect or owner's rep.

H. Each plant shall be planted in an individual hole as specified for trees, shrubs, and vines.

I. All plants shall be set to ultimate finished grade. No filling will be permitted around trunks or stems. All ropes, wire, stakes, etc., shall be removed from sides and top of the ball and removed from hole before filling in.

J. All flagging ribbon shall be removed from trees and shrubs before planting.

K. Excise excavation (fill) from all holes shall be removed from the site, at no additional expense to Owner.

L. All palms shall be backfilled with sand, thoroughly washed in during planting operations and with a shallow saucer depression left at the soil line for future waterings. Saucer areas shall be top-dressed two (2") inches deep with topsoil raked and left in a neat, clean manner.

3.04 PRUNING:

A. Remove dead and broken branches from all plant material. Prune to retain typical growth habit of individual plants with as much height and spread as possible in a manner which will preserve the plant's natural character.

B. Make all cuts with sharp instruments flush with trunk or adjacent branch, in such a manner as to insure elimination of stubs. Cuts made at right angles to line of growth will not be permitted.

C. Trees shall not be poled or topped.

D. Remove all trimmings from site.

3.05 CUTTING:

A. All trees over six (6') feet in height shall, immediately after setting to proper grade, be guyed with three sets of two strands, No. 12 gauge malleable galvanized iron, in tripod fashion. See Detail.

B. Wires shall not come in direct contact with the tree but shall be covered with an approved protection device at all contact points. Wires shall be fastened in such a manner as to avoid pulling crotches apart.

D. Stake & Brace all trees larger than 12" o.d. See detail.

E. Turnbuckles for guying trees shall be galvanized or cadmium plated and shall be of adequate size and strength to properly maintain tight guy wires.

3.06 WATER:

A. Each plant or tree shall be thoroughly watered in after planting. Watering of all newly installed plant materials shall be the responsibility of the Landscape Contractor until final acceptance by the Landscape Architect.

B. See General Notes of Landscape Plan for water source.

3.07 SOD:

A. The Landscape Contractor shall sod all areas indicated on the drawings.

B. It shall be the responsibility of the Landscape Contractor to line grade all landscape areas, eliminating all bumps, depressions, sticks, stones, and other debris.

C. The sod shall be firm, tough texture, having a compacted growth of grass with good root development. It shall contain no noxious weeds, or any other objectionable vegetation, fungus, insects, or disease. The soil embedded in the sod shall be good clean earth, free from stones and debris.

D. Before being cut and lifted, the sod shall have been mowed at least three times with a lawn mower, with the final mowing not more than seven days before the sod is cut. The sod shall be carefully cut into uniform dimensions.

E. 6-6-6 fertilizer with all trace elements is to be applied at the rate of 40 lbs. per 1,000 sq. ft. prior to laying sod.

F. Solid sod shall be laid with closely abutting, staggered joints with a tamped or rolled, even surface.

G. The finished level of all sod areas after settlement shall be one (1") inch below the top of abutting curbs, walks, paving and wood borders to allow for building turf.

H. If in the opinion of the Landscape Architect, top dressing is necessary after rolling, clean yellow sand will be evenly applied over the entire surface and thoroughly washed in.

3.08 SEEDING:

A. The Landscape Contractor shall remove all vegetation and rocks larger than (1") in diameter from areas to be seeded, scarify the area, then apply fertilizer at a rate of 500 lbs. per acre.

B. Application: Argentine Bahia Grass seed - 200 Pounds per acre mixed with common hulled Bermuda seed - 30 lbs. per acre. All other seed mixtures shall be applied per the manufacturer's instructions.

C. Roll immediately after seeding with a minimum 500 pound roller, then apply straw mulch at the rate of 2,500 pounds per acre.

D. Apply fertilizer at the rate of 150 lbs. per acre 45-60 days after seeding.

3.09 CLEANING UP:

A. The contractor shall at all times keep the premises free from accumulations of waste materials or rubbish caused by his employees or work. He shall leave all paved areas "broom clean" when completed with his work.

3.10 MAINTENANCE:

A. Maintenance shall begin immediately after each plant is installed and shall continue until all planting has been accepted by the Owner or Landscape Architect. Maintenance shall include watering, weeding, removal of dead materials, resetting plants to proper grades or upright positions, spraying, restoration of planting saucer and/or any other necessary operations.

B. Proper protection to lawn areas shall be provided and any damage resulting from planting operations shall be repaired promptly.

C. Replacement of plants during the maintenance period shall be the responsibility of the Contractor, excluding vandalism or damage on the part of others, lighting, or hurricane force winds, until final acceptance.

D. In the event that weeds or other undesirable vegetation become prevalent, it shall be the Contractor's responsibility to remove them.

E. Trees or other plant material which fall or are blown over during the maintenance period will be reset by the Contractor at no additional expense to the Owner, the only exception being hurricane force winds.

3.11 COMPLETION, INSPECTION AND ACCEPTANCE:  
A. Completion of the work shall mean the full and exact compliance and conformity with the provisions expressed or implied in the Drawings and in the Specifications, including the complete removal of all trash, debris, soil or other waste created by the Landscape Contractor.

B. Inspection of work to determine completion of contract, exclusive of the possible replacement of plants, will be made by the Owner and/or Landscape Architect at the conclusion of all planting and at the request of the Landscape Contractor.

C. All plant material shall be alive and in good growing condition for each specified kind of plant at the time of acceptance. The rating of each plant according to Florida Grades and Standards shall be equal to or better than that called for on the plans and in these Specifications at the time of final inspection and acceptance.

D. After inspection, the Landscape Contractor will be notified by the Owner of the acceptance of all plant material and workmanship, exclusive of the possible replacement of plants subject to guarantee.

DRAINAGE TESTING/DRAINAGE CHANNEL REQUIREMENTS

PRIOR TO PLANTING ALL PLANTING PITS SELECTED FOR TESTING

SHALL BE TESTED IN THE FOLLOWING MANNER

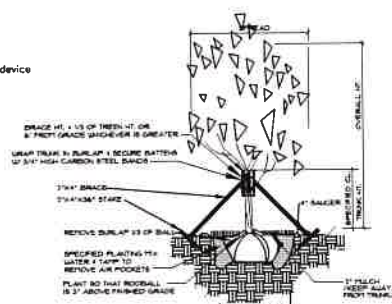
A. DIG EACH PLANTING PIT TO THE MINIMUM SPECIFIED SIZE.

B. FILL PLANTING PIT WITH TWELVE INCHES (12") OF WATER. IF THE WATER LEVEL DROPS FOUR (4") OR MORE WITHIN FOUR (4) HOURS, THE DRAINAGE IS SUFFICIENT AND A DRAINAGE CHANNEL IS NOT REQUIRED. IF THE WATER LEVEL DROPS LESS THAN FOUR INCHES (4") WITHIN THE FOUR (4) HOUR PERIOD, A DRAINAGE CHANNEL IS REQUIRED.

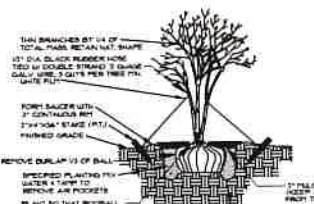
C. WHERE REQUIRED, THE DRAINAGE CHANNEL MUST EXTEND DOWN THROUGH THE NON POROUS SOIL AND INTO POROUS SOIL. (SEE DETAIL.)

D. ALL MATERIAL REMOVED FROM THE DRAINAGE CHANNEL SHALL BE DISCARDED.

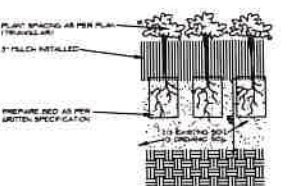
E. WHEN BACKFILLING PLANTING PITS WITH PLANTING MIXTURE, CARE MUST BE TAKEN TO KEEP THE CONSISTENCY OF THE SOIL MIX THE SAME THROUGHOUT THE PLANTING PIT AND DRAINAGE CHANNEL.



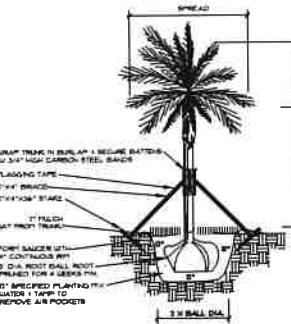
LARGE TREE PLANTING & STAKING  
SCALE: NOT TO SCALE



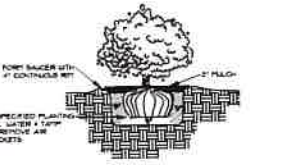
SMALL TREE PLANTING & GUYING  
SCALE: NOT TO SCALE



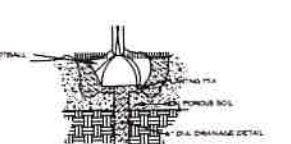
GROUNDCOVER PLANTING DETAIL  
SCALE: NOT TO SCALE



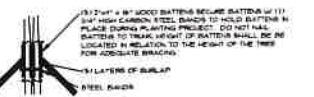
PALM PLANTING - ANGLE STAKE  
SCALE: NOT TO SCALE



SHRUB PLANTING  
SCALE: NOT TO SCALE



DRAINAGE TESTING DETAIL  
SCALE: NOT TO SCALE



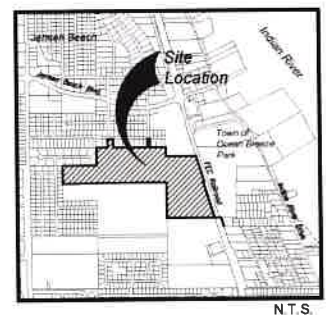
BRACING DETAIL  
SCALE: NOT TO SCALE

**lucido & associates**

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Key / Location:



Project Team:

Client & Property Owner:

Planners:

Lucido & Associates  
701 East Ocean Boulevard  
Stuart, Florida 34994

Engineer:

Gretz Engineering, Inc.  
2740 SW Meritt Downs Blvd., Suite 418  
Palm City, FL 34980

Surveyor:

GCY Incorporated  
Professional Surveyors and Mappers  
Corporate Office  
P.O. Box 1468  
Palm City, FL 34901

Environmental Consultant:

EW Consultants  
1000 SE Monterey Commons Blvd  
Suite 208  
Stuart, FL 34990

Ocean Breeze West PUD

Town of Ocean Breeze  
Martin County, Florida

Landscape Plan  
Details & Specifications

Date	By	Description
01.16.18	PG	Amendment Submittal



SCALE: 1" = NA

0 0 0 0

REG # 1018  
Thomas P. Lucido

Designer	BW	Sheet
Manager	DF	
Project Number	18-130	
Municipal Number	---	
Computer File	Ocean Breeze West - Landscape Plan.dwg	

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## **Ocean Breeze West PUD**

### **Landscape Management Plan February 20, 2017**

#### **Existing Conditions**

Ocean Breeze West PUD is a 45.1-acre subdivision located on the western side of the Florida East Coast Railroad in the Town of Ocean Breeze. The property primarily consists of Paola and St. Lucie Sands which are excessively drained, sand-based soils with a deep water table. Since the soils are excessively drained all landscaping shall be native to Florida and drought tolerant.

#### **Approved Landscape Plans**

All landscaping in common areas shall be installed and maintained in accordance with the approved landscape plans prepared by Lucido and Associates dated March 6, 2017.

#### **Common Area Landscape Maintenance**

The common areas within the Ocean Breeze West PUD include all areas that are dedicated to the homeowners' association by the plat. These areas include but are not limited to the project's entrances, recreation area, perimeter landscape buffers and dry retention areas. Perpetual maintenance of the common areas shall be the responsibility of the homeowners' association. The common areas have been planted with native trees and shrubs that have the best opportunity to grow in the sandy, well drained soils.

Dry Retention Areas - These areas are planted with native shrubs. Desired native vegetation shall be allowed to naturally revegetate these areas provided the retention areas are maintained clear of obstructions that would affect the functioning of the stormwater system. The sodded areas shall be planted with drought-tolerant, bahia grass and are the only areas that will be mowed on a regular basis.

Landscape Buffer Areas - These areas are planted with native trees and shrubs and shall also be allowed to revegetate naturally. The intent of these areas is to provide a visual barrier to the surrounding properties and the railway, therefore the vegetation shall also be allowed to grow in its natural form with only limited pruning or trimming permitted. The buffer areas shall be considered a "no mow zone". Pruning or trimming shall be only allowed if there is a clear danger to existing property. The homeowner's association is responsible for removing all exotic species from the buffers and common areas that are found on the Florida Exotic Pest Plant Council list of invasive plant species.

Entries and Recreation Area - These areas have been landscaped with native plant material that require regular trimming and maintenance that conform to the hardscape, signage and other design elements. The homeowners' association is responsible for maintaining these areas in a well-manicured fashion.

### **Irrigation**

Since the Ocean Breeze West PUD is in close proximity to the Martin County Utilities wellfield, there is no permanent irrigation of the common areas except for the project entrances and recreation area. All other areas shall utilize temporary irrigation to ensure that the trees and shrubs become successfully established. The temporary irrigation may be provided by the developer in the form of potable water provided by Martin County Utilities, a temporary irrigation well, the use of tree gator water bags or a water truck.

### **Fertilization**

Fertilizers within the Ocean Breeze West PUD shall be minimized and the homeowners' association and all homeowners shall comply with Martin County Ordinance 963, Section 67.434 Best Management Practices for Homeowners/ Tenants, Commercial Businesses and Institutional Landscapers. The homeowners' association shall be responsible for ensuring that the best management practices for fertilization is followed by the community.

### **Sec. 67.434. - Best management practices for home owners/tenants, commercial businesses and institutional landscapers.**

#### **A. *Fertilizer content and application rate.***

##### **1. *Phosphorus and nitrogen content.***

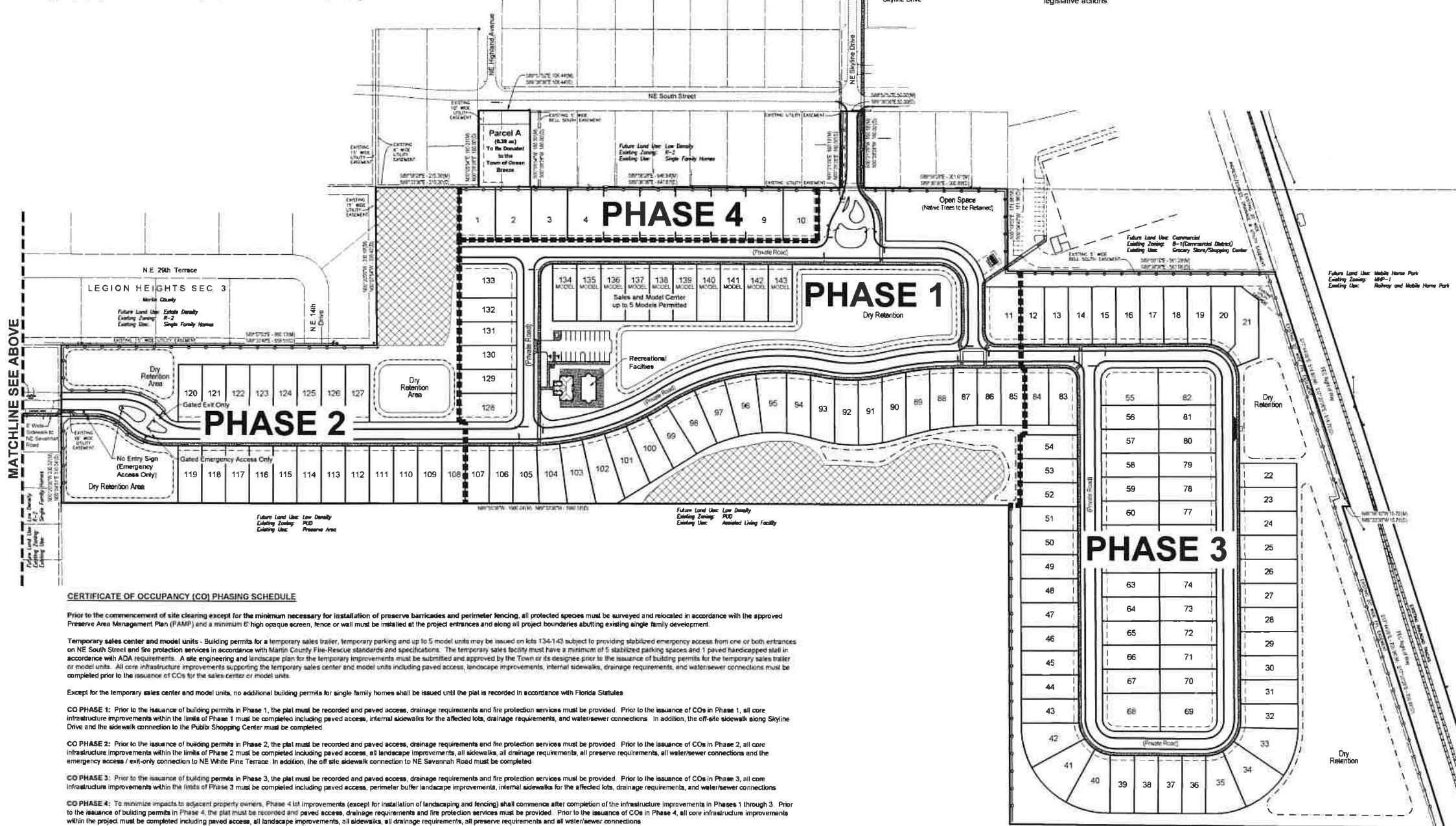
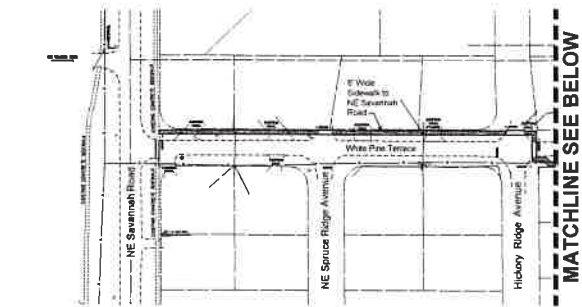
- a. No fertilizers containing phosphorus shall be applied to turf or landscape plants in unincorporated Martin County unless a soil or plant tissue deficiency of "low" or "very low" is verified by a UF/IFAS approved testing methodology. When a deficiency has been verified, the application of fertilizer containing phosphorus shall be in accordance with the rates and directions for the Southern Region of Florida as provided by Rule 5E-1.003, Florida Administrative Code. Deficiency verification shall be no more than two years old. However, when compost, manure, or top soil has been applied within 90 days more recent testing to verify current deficiencies shall be required. A "very low" designation for phosphorus set forth in the UF/IFAS Extension Soil Testing Laboratory Analytical Procedures Training Manual shall mean phosphorus levels below ten parts per million. A "low" designation for phosphorus shall mean phosphorus levels below 25 parts per million.
- b. Fertilizers containing nitrogen applied to turf and/or landscaping plants within unincorporated Martin County shall contain no less than 50 percent slow release nitrogen per guaranteed analysis label.

##### **2. *Application rate.***

- a. Fertilizers containing nitrogen or phosphorus should be applied to turf and/or landscape plants at the lowest amount or rate necessary to correct or prevent nutrient deficiencies without exceeding the maximum per application rate specified on the label. Fertilizer shall not be applied at a rate greater than requirements and directions provided by Rule 5E-1.003(2), Florida Administrative Code, Labeling Requirements For Urban Turf Fertilizers. All commercial and institutional applicators shall be responsible for maintaining a record of the pounds of nitrogen and phosphorus expressed as pounds per 1,000 square feet of land applied to each site during the year.
- b. Unless otherwise specified in this article, fertilizers applied to turf within Martin County shall be formulated and applied in accordance with requirements and directions provided by Rule 5E-1.003, Florida Administrative Code, Labeling Requirements For Urban Turf Fertilizers.
- c. Fertilizer containing nitrogen or phosphorus shall not be applied before seeding or sodding a site, and shall not be applied for the first 30 days after seeding or sodding, except when

hydro-seeding for temporary or permanent erosion control in an emergency situation (wildfire, etc.), or in accordance with the stormwater pollution prevention plan for that site.

- d. No applicator shall apply fertilizers containing nitrogen and/or phosphorus to turf and/or landscape plants during prohibited application periods, or to saturated soils.
3. *Prohibited application period.* No fertilizer containing nitrogen or phosphorus shall be applied between June 1 and September 30. Additionally, no fertilizer shall be applied during a flood watch or warning, or a tropical storm watch or warning, or a hurricane watch or warning, as issued by the National Weather Service, or if heavy rains (in excess of two inches in 24 hours) are expected.
- B. *Total yearly applications.* While single fertilizer applications in the fall and spring will often suffice, fertilizers shall not be applied more than the fertilization guidelines for the southern region of Florida under the Florida Department of Agriculture and Consumer Services rule (5E-1.003 F.A.C.) during any one calendar year to a single area.
  - C. *Impervious surface.* Fertilizer shall not be applied, spilled or otherwise deposited on any impervious surfaces. Any fertilizer applied, spilled or deposited, either intentionally or accidentally, on any impervious surface shall be immediately and completely removed. Fertilizer released on an impervious surface must be immediately contained and either legally applied to turf or any other legal site, or returned to the original or other appropriate container.
  - D. *Fertilizer free zone.* No fertilizer shall be applied in or within 25 feet from the edge of any water body or sea wall or in any designated wetland or within 25 feet of any wetland as defined by the Florida Department of Environmental Protection (Chapter 62-340 F.A.C.). Newly planted turf and/or landscape plants may be fertilized in this zone only for a 60-day period beginning 30 days after planting if needed to allow the plants to become well-established. Caution shall be used to prevent direct input of nutrients into the water.
  - E. *Mode of application.* Spreader deflector shields are required when fertilizing by use of any broadcast spreaders. Deflectors must be positioned such that fertilizer granules are deflected away from all impervious surfaces, fertilizer free zone, buffer zone, and waterbodies, including wetlands.
  - F. *No-mow zone.* A voluntary ten foot no-mow zone is strongly recommended, but not mandated, from the water's edge of any pond, stream, water body, lake, canal, wetland or from the top of a seawall. This zone may receive periodic maintenance to remove or control invasive or exotic species. No vegetative material shall be deposited or left remaining in this zone or deposited in adjacent waters. Care should be taken to prevent the over-spray of aquatic weed products in this zone.
  - G. *Management of grass clippings and vegetative material.* In no case shall grass clippings and/or vegetative material, either intentionally or accidentally, be washed, swept, or blown off into stormwater drains, ditches, conveyances, water bodies, roadways, or other impervious surfaces. Grass clippings should be blown back onto the lawn areas or removed.



OVERALL DEVELOPMENT TIMETABLE

Commencement of construction and must be initiated within 2 years of approval of the Revised Master/Final Site Plan of the Ocean Breeze West PUD unless extended by the Town Council or other legislative actions.

Completion of the private recreation facilities shown on the Revised Master/Final Site Plan must be completed prior to the issuance of the 40th Certificate of Occupancy (CO) or within 18 months of the issuance of the first CO.

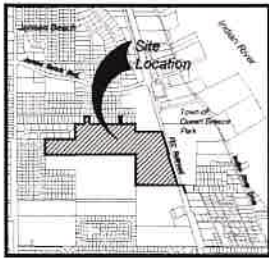
Construction of all project infrastructure and recordation of the plat must be completed within 3 years of approval of the Ocean Breeze West PUD unless extended by the Town Council or other legislative actions.



lucido & associates

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Key / Location:



Project Team:

Property Owner: OBP West, LLC  
5000 Sunshine Farms Rd.  
Palm City, Florida 34980  
Planners: Lucido & Associates  
701 East Ocean Boulevard  
Fort Myers, Florida 34904  
Engineer: Greiner Engineering, Inc.  
2140 SW 11th Avenue, Suite 418  
Palm City, FL 34901  
Surveyor: GUY Incorporated  
Professional Surveyors and Mappers  
Corporate Office  
P.O. Box 1400  
Palm City, FL 34901  
Environmental Consultant: EMI Consultants  
1000 SE Monterey Commons Blvd.  
Suite 200  
Shore, FL 34906

Ocean Breeze West PUD

Town of Ocean Breeze  
Martin County, Florida

Revised  
C.O. Phasing Plan  
and  
Development Timetable

Date	By	Description
11-2-17	S.L.S.	PUD Amendment Submittal




SCALE: 1" = 100'

0 50' 100' 200'

REG # 1018  
Thomas P. Lucido

Designer: SLS  
Manager: DF  
Project Number: 16-130  
Municipal Number: —  
Computer File: Ocean Breeze West - Final Site Plan.dwg

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CERTIFICATE OF OCCUPANCY (CO) PHASING SCHEDULE

Prior to the commencement of site clearing except for the minimum necessary for installation of preserve barricades and perimeter fencing, all protected species must be surveyed and relocated in accordance with the approved Preserve Area Management Plan (PAMP) and a minimum 6' high opaque screen, fence or wall must be installed at the project entrances and along all project boundaries abutting existing single family development.

Temporary sales center and model units - Building permits for a temporary sales trailer, temporary parking and up to 5 model units may be issued on lots 134-143 subject to providing stabilized emergency access from one or both entrances on NE South Street and fire protection services in accordance with Martin County Fire-Rescue standards and specifications. The temporary sales facility must have a minimum of 5 stabilized parking spaces and 1 paved handicapped stall in accordance with ADA requirements. A site engineering and landscape plan for the temporary improvements must be submitted and approved by the Town or its designee prior to the issuance of building permits for the temporary sales trailer or model units. All core infrastructure improvements supporting the temporary sales center and model units including paved access, landscape improvements, internal sidewalks, drainage requirements, and water/sewer connections must be completed prior to the issuance of COs for the sales center or model units.

Except for the temporary sales center and model units, no additional building permits for single family homes shall be issued until the plat is recorded in accordance with Florida Statutes.

CO PHASE 1: Prior to the issuance of building permits in Phase 1, the plat must be recorded and paved access, drainage requirements and fire protection services must be provided. Prior to the issuance of COs in Phase 1, all core infrastructure improvements within the limits of Phase 1 must be completed including paved access, internal sidewalks for the affected lots, drainage requirements, and water/sewer connections. In addition, the off-site sidewalk along Skyline Drive and the sidewalk connection to the Public Shopping Center must be completed.

CO PHASE 2: Prior to the issuance of building permits in Phase 2, the plat must be recorded and paved access, drainage requirements and fire protection services must be provided. Prior to the issuance of COs in Phase 2, all core infrastructure improvements within the limits of Phase 2 must be completed including paved access, all landscape improvements, all sidewalks, all drainage requirements, all preserve requirements, all water/sewer connections and the emergency access / exit-only connection to NE White Pine Terrace. In addition, the off-site sidewalk connection to NE Savannah Road must be completed.

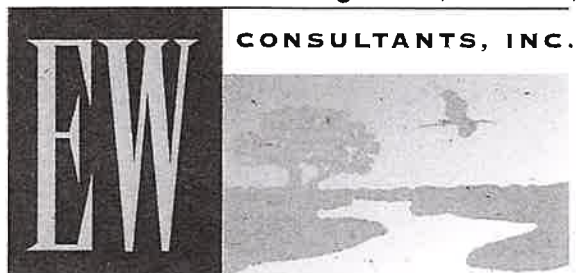
CO PHASE 3: Prior to the issuance of building permits in Phase 3, the plat must be recorded and paved access, drainage requirements and fire protection services must be provided. Prior to the issuance of COs in Phase 3, all core infrastructure improvements within the limits of Phase 3 must be completed including paved access, perimeter buffer landscape improvements, internal sidewalks for the affected lots, drainage requirements, and water/sewer connections.

CO PHASE 4: To minimize impacts to adjacent property owners, Phase 4 lot improvements (except for installation of landscaping and fencing) shall commence after completion of the infrastructure improvements in Phases 1 through 3. Prior to the issuance of building permits in Phase 4, the plat must be recorded and paved access, drainage requirements and fire protection services must be provided. Prior to the issuance of COs in Phase 4, all core infrastructure improvements within the project must be completed including paved access, all landscape improvements, all sidewalks, all drainage requirements, all preserve requirements and all water/sewer connections.

PARCEL A: Must be donated to the Town of Ocean Breeze prior to or in conjunction with plat recordation.

EW Consultants, Inc.

Natural Resource Management, Wetland, and Environmental Permitting Services



## **OCEAN BREEZE WEST PUD**

### **PRESERVE AREA MANAGEMENT PLAN**

**Prepared for:  
D.R. Horton**

**Prepared by:  
EW Consultants, Inc.**

**©January 2017**

## **I. INTRODUCTION -**

The Ocean Breeze West PUD project site is 45.1+/- acres and is located east of Savannah Road, south of South Street, and west of the FEC railroad (please see Figure 1, Location Map). It is within Section 22, Township 37 South, and Range 41 East. The site consists of native sand pine scrub, disturbed lands and open sand. The site plan as proposed includes two upland preserve areas totaling 3.06 acres.

## **II. ON-SITE PRESERVE AREAS -**

The site plan includes two preserve areas that will entail preservation and land management activities (see attached site plan). Both of these areas occur in high, sandy, well-drained soils and consist of sand pine scrub habitat. Both preserve areas have some amount of exotic and nuisance vegetation which will be eradicated as part of the management plan. In particular, the northwestern preserve area contains Brazilian pepper and schefflera along the property boundary.

The vegetative success criteria for the two preserve areas includes the required areal coverage of Category I & II exotic and nuisance vegetation as defined by the Florida Exotic Pest Plant Council (2015 list) at zero percent. Desirable native plants shall cover at least 80% of the preserves two years following the completion of the exotic vegetation eradication program.

Responsibility for these efforts will lie with the developer until further notice.

## **III. PROTECTION OF ON-SITE PRESERVE AREAS -**

In order to protect the preserve areas from potential damage during the land alteration process, the following minimum standards for vegetation protection shall be applied within the Ocean Breeze West PUD project site:

A conspicuous, suitable protective barrier constructed of orange safety fencing or other durable material shall be placed and maintained around the perimeter of the preserve areas to form a continuous unbroken boundary. This fencing shall be placed at the edge of the protected vegetation. In addition, preserve area signage will be installed at a minimum of every 200 feet along the boundary of each preserve area.

Care shall be taken to ensure that preservation areas are properly marked and highly visible so equipment operators can see the preserve limits. Protective barriers or protective designations shall remain in-place until removal is authorized by the appropriate Town representative or assigned designee. In the event that any protective barriers are removed or altered and clearing activities are conducted within an area identified as preserve, the Town representative or assigned designee is authorized to direct that all land clearing and site alteration work at the site be suspended until the barriers are restored and any necessary corrective actions are taken to repair or re-plant any vegetation removed or damaged as a result of these encroachments.

Preserve areas shall be maintained in their natural state so as not to alter the composition of the soil and impair its natural function. No grade changes or excavation of any sort may be made within the upland preserve areas that require trenching or cutting of roots, except in compliance with the terms of the PUD agreement.

No soil shall be removed from the preserve areas. No fill material, construction material, concrete, paint, chemicals, or other foreign materials shall be stored, deposited or disposed of within a preserve area. No signs, permits, wires, or other attachments, other than those of a protective and non-damaging nature, shall be affixed or attached to protected vegetation. If native plant material is to be installed within a preserve area, it shall be accomplished using hand tools. Any equipment, including passenger vehicles, shall not be driven, parked, stored or repaired within preserve areas.

Vegetation within the preserve areas destroyed or damaged as part of the development of the site, shall be replaced by native vegetation of equal environmental value as specified by the appropriate Town representative or assigned designee.

#### **IV. MAINTENANCE ACTIVITIES WITHIN ON-SITE PRESERVES -**

The preserve areas as shown on the site plan will be kept free of nuisance and exotic vegetation on a regular basis at intervals not to exceed two (2) years. Such vegetative maintenance activities within the on-site preserves will be the responsibility of the applicant until such time that this responsibility is transferred to the applicable property owners' association (POA). Although the monitoring period detailed in subsequent sections of this PAMP is for five years initially, the vegetative maintenance activities as described in this section of the PAMP is to be performed in perpetuity by the appropriate entity (applicant or POA).

All Category I and II nuisance and exotic vegetation as listed by the Florida Exotic Pest Plant Council will be treated within such areas. All treatment will be through the application of the appropriate herbicide approved for use within native environments. The criterion for acceptance of eradication for Category I and II exotic and nuisance vegetation will be 100 percent treatment/kill. If initial efforts do not achieve this criterion, follow up treatments will be conducted.

The preservation areas will be enhanced as described below. A figure showing the location and extent of these upland preserve areas is included (the site plan). The proposed management approach is outlined below.

- Extensive woody exotic vegetation occurs within portions of the preserve areas.
  - All woody species will be eradicated by cutting or girdling of the trunk and treatment of the stump or trunk with an appropriately labeled herbicide.
  - The criterion for the woody exotic eradication will be 100 percent kill. If initial eradication efforts do not achieve this criterion, follow up treatments will be conducted.

- The exotic vegetation present in both preserve areas also includes non-woody species.
  - All eradication of non-woody exotic vegetation will be through application of appropriately labeled herbicide and left in-situ.
  - The criterion for acceptance of eradication for all non-woody exotic vegetation will be 100 percent kill. If initial eradication efforts do not achieve this criterion, follow up treatments will be conducted.
- The exotic vegetation eradication will generate vegetative debris that requires disposal. A staging and storage area will be created within the development footprint on the project site.
  - Transport of vegetative debris from the preserve areas to the staging area will be conducted in a fashion that minimizes the distribution and dispersal of seeds from the debris.
  - All vegetative debris, either whole or chipped/mulched, will be hauled off site and disposed of at a landfill or other such appropriately licensed facility.
  - Herbicides are required for the treatment of all stumps and/or trunks of woody vegetation to prevent re-growth, and for eradication of non-woody exotic and nuisance vegetation.
  - All herbicide application activities will be conducted under the supervision of a Florida Department of Agriculture licensed applicator licensed for application of such herbicides.
  - All herbicides applied must include a visible tracer dye in the mix to facilitate observation of treated vegetation.
  - The exotic removal work will be conducted in a fashion that minimizes disturbance of surface soils.
- The preserve area boundaries will be posted with permanent preserve area signs at an interval of no more than 200 feet. Signs will be at least 11 x 14 inches in size and will be posted in conspicuous locations along the preserve area boundaries.

In addition, should the exotic removal effort result in barren areas within the preserve areas, a re-vegetation program will be implemented. Barren areas will be re-planted with appropriate native plant species consistent with the site conditions. Note that open sand is a valuable component within sand pine scrub communities.

## **V. MONITORING -**

Vegetation monitoring within each preserve area will occur on a regular basis. The vegetation and open sand areas within each preserve will be measured in percent coverage of the canopy/understory layer and ground cover/open sand. The total percent cover will not exceed 100 percent, and each species documented will be reported in both common and Latin names. The coverage will be measured by visual observation within each preserve area. Photos of each preserve area will be collected at the time of monitoring in order to provide documentation of vegetative/open sand coverage. In addition to vegetative documentation, observed wildlife utilization or indicators of wildlife (e.g. tracks, scat, etc.) will also be noted in the monitoring reports.

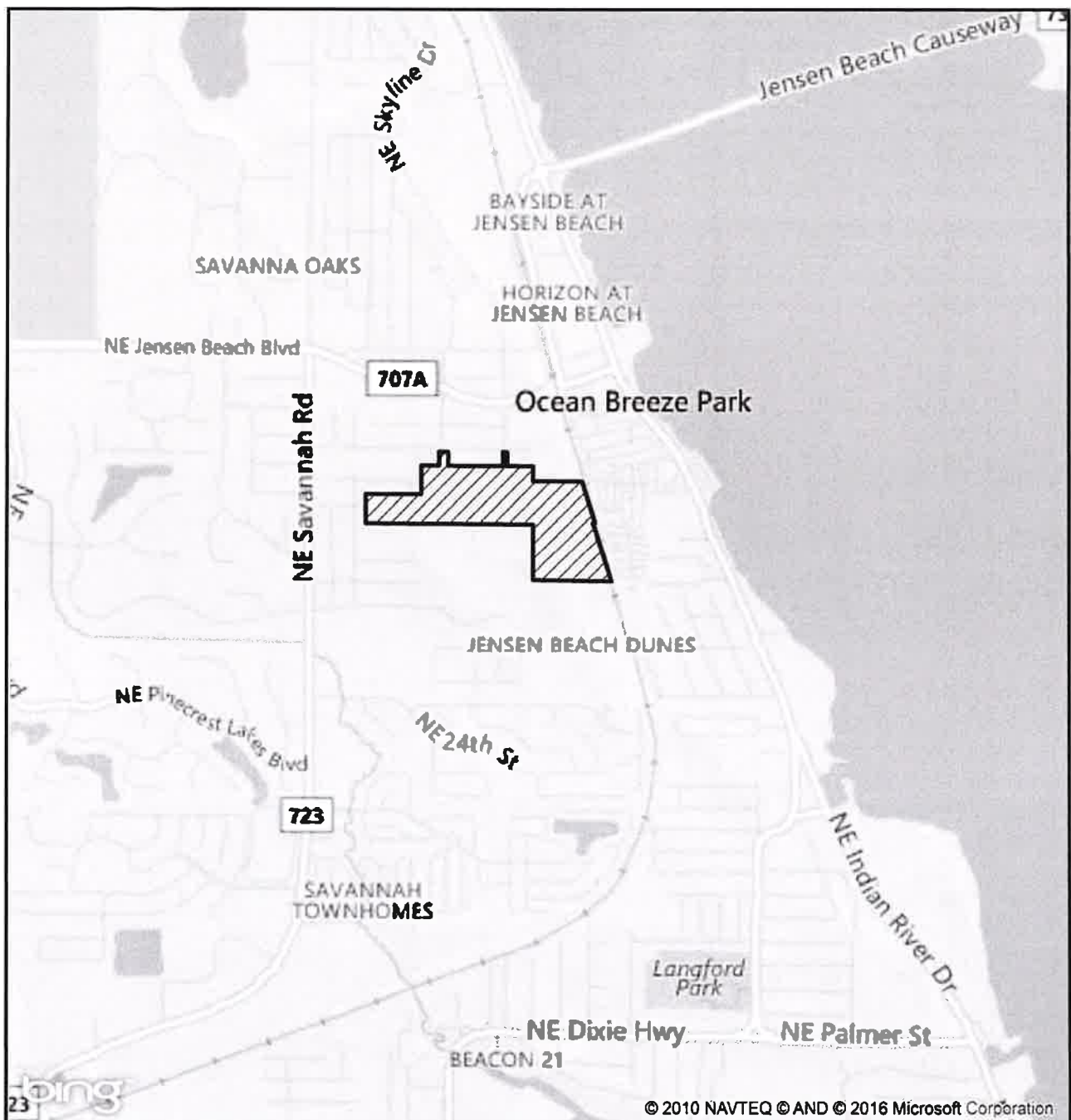
OCEAN BREEZE WEST PUD  
PRESERVE AREA MANAGEMENT PLAN

January 2017


The monitoring will be conducted on an annual basis with data collection and photographs taken based on the date of the initial site clearing activities. Monitoring reports will be provided to the appropriate Town representative or assigned designee on an annual basis during the first five years so that vegetative maintenance activities can be closely tracked.

The following is the proposed monitoring schedule:

<b>Activity</b>	<b>Date</b>
Submit Baseline Monitoring Report	1 Month after Clearing Permit
Submit Time-Zero Monitoring Report	6 Months after Baseline Report
Conduct/Submit 1st Annual Monitoring Report	12 Months after Time-Zero Report
Conduct/Submit 2nd Annual Monitoring Report	12 Months after 1 <sup>st</sup> Annual Report
Conduct/Submit 3rd Annual Monitoring Report	12 Months after 2 <sup>nd</sup> Annual Report
Conduct/Submit 4th Annual Monitoring Report	12 Months after 3 <sup>rd</sup> Annual Report
Conduct/Submit 5th Annual Monitoring Report	12 Months after 4 <sup>th</sup> Annual Report



#### LEGEND

 - SITE (45.1+/- AC)

0 2,000 Feet

## D R HORTON OCEAN BREEZE WEST LOCATION MAP



**EW CONSULTANTS, INC.**  
1000 SE MONTEREY COMMONS BLVD., SUITE 208  
STUART, FL 34996  
772-287-8771 FAX 772-287-2988  
WWW.EWCONSULTANTS.COM

**NOV 2016**

FIGURE

**1**



**VERTILAZO**  
**POOL PAVILION**

PALM BEACH COUNTY, FL  
DR HORTON HOMES

**NOTES:**

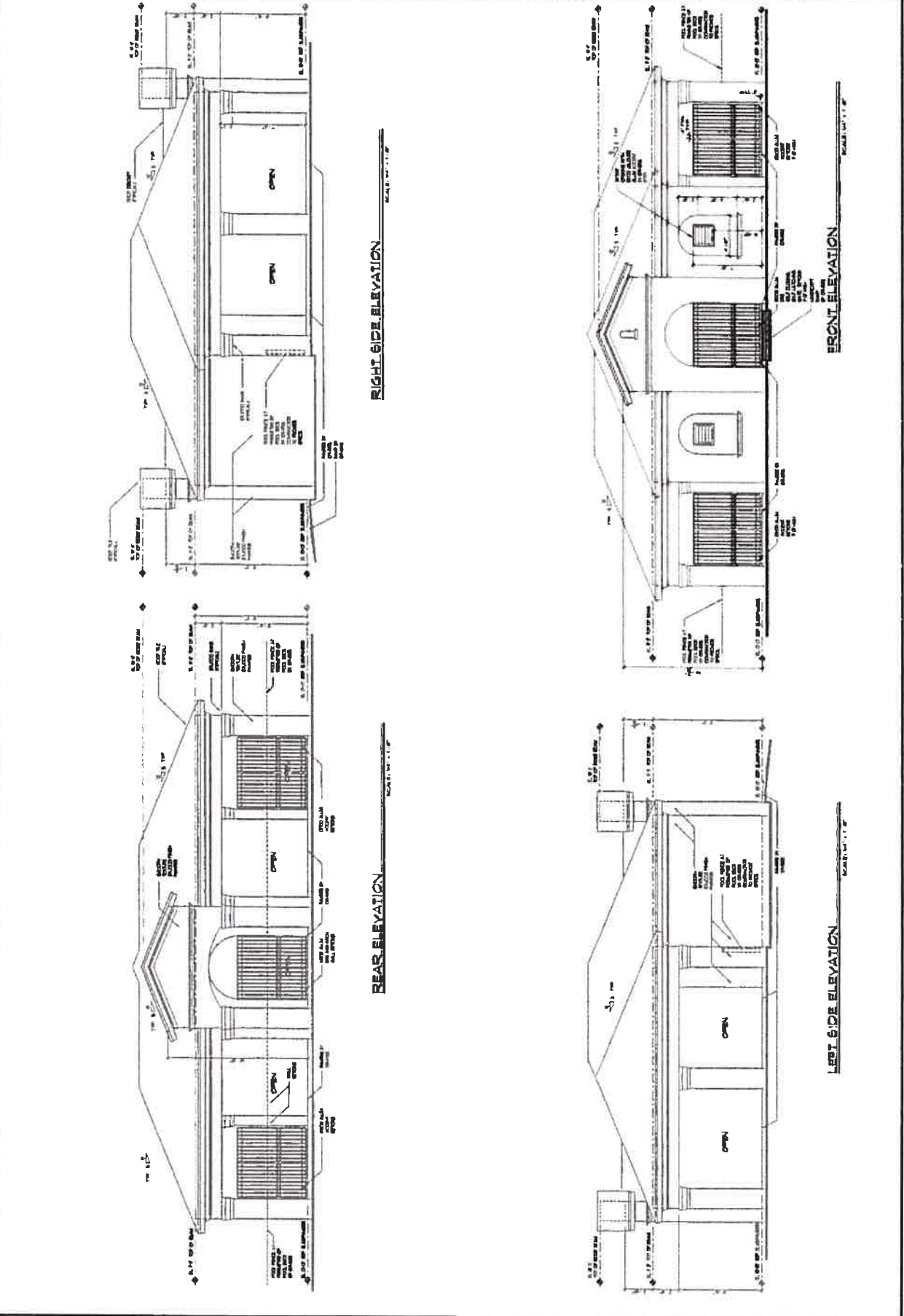
1. ALL DIMENSIONS ARE IN FEET AND INCHES.
2. ALL FINISHES TO BE DETERMINED BY THE ARCHITECT.
3. ALL MATERIALS TO BE APPROVED BY THE ARCHITECT.

**POOL PAVILION**  
D R HORTON HOMES  
PALM BEACH COUNTY, FLORIDA

**EXTERIOR ELEVATIONS**

**JAO, ARCHITECTS & PLANNERS**  
2001 S. PALM BEACH BLVD  
SUITE 200, PALM BEACH, FL 33480  
TEL: (561) 841-1111  
FAX: (561) 841-1112

DATE: 08/01/00  
DRAWN BY: JAO  
CHECKED BY: JAO  
DESIGNED BY: JAO  
SHEET NO: A-3





Aria Elevation C



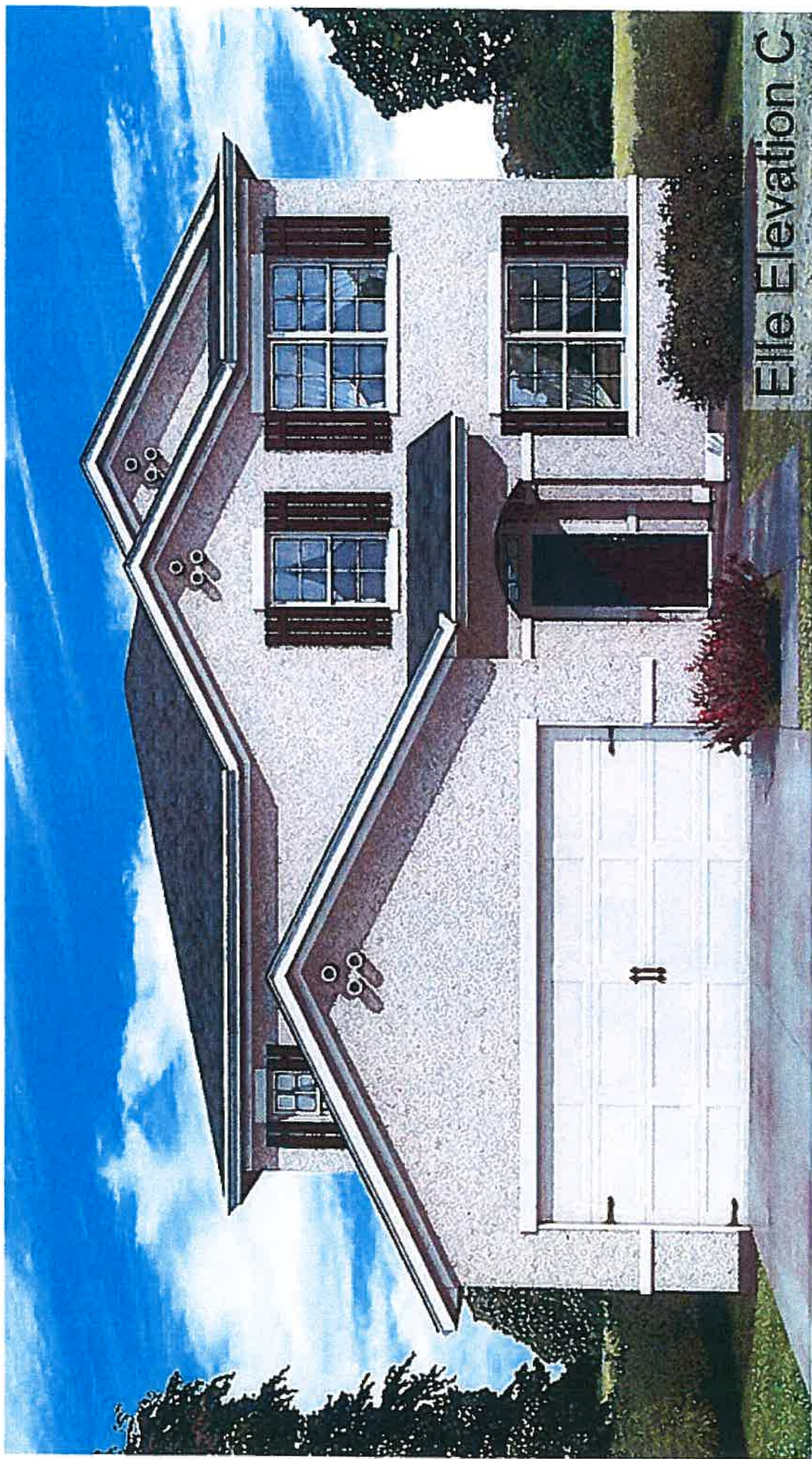
Aria Elevation D



Cali Elevation C



Cali Elevation 1



Elle Elevation C



Aria Elevation D







Inst. # 2728570  
Bk: 3030 Pg: 899 Pages: 1 of 4  
Recorded on: 12/6/2018 2:15 PM Doc: GOV  
Carolyn Timmann  
Clerk of the Circuit Court & Comptroller  
Martin County, FL  
Rec Fees: \$35.50

**BEFORE THE TOWN CONCIL OF THE  
TOWN OF OCEAN BREEZE, FLORIDA**

**RESOLUTION No. 277-2018**

**A RESOLUTION OF THE TOWN COUNCIL OF THE  
TOWN OF OCEAN BREEZE, FLORIDA APPROVING A  
PLAT ENTITLED "PLAT OF OCEAN BREEZE WEST A  
PUD" PREPARED BY PETER ANDERSEN A FLORIDA  
PROFESSIONAL SURVEYOR AND MAPPER,  
REGISTRATION NO. 5199, PROVIDING FOR  
CONTINGENCIES WHICH MUST BE SATISFIED, AN  
EFFECTIVE DATE; AND FOR OTHER PURPOSES.**

\* \* \* \* \*

**WHEREAS**, the Town of Ocean Breeze Town Council has approved the Ocean Breeze West Planned Unit Development (PUD) agreement, which includes platting as a condition of approval, and

**WHEREAS**, platting of the subject property is a requirement of Florida Statute Chapter 177.

**NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE  
TOWN OF OCEAN BREEZE, FLORIDA that:**

**SECTION 1:** Subject to the contingencies set forth in this resolution, that certain plat entitled "Plat of Ocean Breeze West a PUD" prepared by Peter Andersen, a Florida Professional Surveyor and Mapper, Registration No. 5199, a copy of which has been filed with the Town of Ocean Breeze, Office of the Town Clerk, is hereby approved by the Town Council as being consistent with the Ocean Breeze West PUD and in compliance with the requirements for platting in Chapter 177, Florida Statutes and with local laws relative thereto.

**SECTION 2:** Subject to satisfaction of the contingencies set forth in this resolution, the subject plat shall be executed and recorded in the Martin County, Florida Public

Record within one-hundred eighty (180) days from the date of adoption of this resolution, failing which the plat approval granted hereby shall become void.

SECTION 3: The cost of recording shall be paid by the applicant.

SECTION 4: Prior to recordation of this resolution and the plat, the applicant shall execute an agreement, acceptable to the Mayor, the Town Management Consultant and City Attorney, confirming that the Town shall have a period of twenty-four (24) months from the date of this resolution to decide upon accepting the donation of Parcel "A" fronting NE South Street, as called for in the Ocean Breeze West PUD agreement. In the meantime, maintenance of the parcel shall remain the obligation of the applicant.

SECTION 5. Prior to recordation of this resolution and the plat, the applicant shall provide a phasing plan to the Town assuring that all necessary infrastructure shall be in place within each phase prior to the sale or conveyance of any lot. Further, prior to recordation of this resolution and the plat, the applicant shall also provide a surety bond to the Town, in form and content satisfactory to the Town, in an amount equal to 110% of the cost of constructing all necessary infrastructure, as determined by a Florida Licensed Civil Engineer, guaranteeing the Town's right to call said bond and to use the funds to complete any infrastructure the applicant fails to complete under the terms of the surety. The Town staff may require applicant to enter into a contract for construction of required improvements similar in form to the same type of contract used by Martin County with reference to platting.

SECTION 6. This plat approval is subject to the relocated utility easements being approved by the Martin County Board of County Commission and the recording

information regarding deeded easements being added to the plat prior to recordation of the plat.

SECTION 7. Plat approval is further made contingent upon the proper execution by the applicant (Owner) of the "Acceptance and Agreement" attached hereto.

SECTION 8: This resolution shall take effect upon adoption. Recordation of this resolution in the Public Record of Martin County, Florida shall constitute confirmation that the contingencies set forth herein have been met.

Council member Kagdis offered the foregoing resolution and moved its adoption. The motion was seconded by Council Member Wagner and upon being put to a roll call vote, the vote was as follows:

KEN DE ANGELES, PRESIDENT  
ANN G. KAGDIS, VICE-PRESIDENT  
DAVID J. WAGNER, COUNCIL MEMBER  
TERRY LOCATIS, COUNCIL MEMBER  
RICHARD GEROLD, COUNCIL MEMBER  
MARY JO GEYER, COUNCIL MEMBER

YES	NO	ABSENT
X		
X		
X		
X		
X		
X		

ADOPTED this 11<sup>th</sup> day of June, 2018

ATTEST:

Pam Orr  
PAM ORR  
TOWN CLERK

Ken De Angeles  
KEN DE ANGELES  
PRESIDENT

APPROVED AS TO FORM:

Rick Crary, II  
RICK CRARY, II  
CITY ATTORNEY

Karen M. Ostrand  
KAREN M. OSTRAND  
MAYOR

ACCEPTANCE AND AGREEMENT


BY SIGNING THIS ACCEPTANCE AND AGREEMENT, THE UNDERSIGNED HEREBY ACCEPTS AND AGREES TO ALL OF THE TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION ADOPTED HEREBY AND ALL EXHIBITS, ATTACHMENTS AND DEVELOPMENT DOCUMENTS, INTENDED TO BE BOUND THEREBY, AND THAT SUCH ACCEPTANCE AND AGREEMENT IS DONE FREELY, KNOWINGLY, AND WITHOUT ANY RESERVATION, AND FOR THE PURPOSES EXPRESSED WITHIN THIS RESOLUTION. THE UNDERSIGNED UNDERSTANDS AND AGREES ON BEHALF OF ITSELF AND ITS SUCCESSORS AND ASSIGNS THAT IF THE CONTINGENCIES SET FORTH HEREIN ARE NOT MET TO THE SATISFACTION OF THE TOWN THIS RESOLUTION MAY BE AMENDED OR REPEALED BY THE TOWN COUNCIL, AND PLAT APPROVAL MAY BE WITHDRAWN, AND THAT OTHER ACTIONS MAY BE TAKEN AGAINST THE UNDERSIGNED BY THE TOWN, INCLUDING BUT NOT LIMITED TO CODE ENFORCEMENT ACTIONS, PERMIT AND LICENSING SUSPENSIONS OR REVOCATIONS, AND ANY OR ALL OTHER APPLICABLE CIVIL AND CRIMINAL ACTIONS.

IN WITNESS WHERE OF THE UNDERSIGNED HAS EXECUTED THIS ACCEPTANCE AND AGREEMENT.

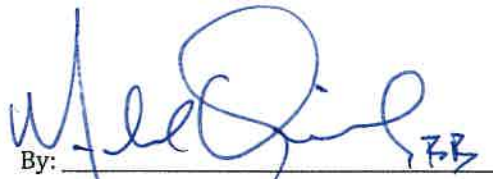
OWNER:

FORESTAR (USA) REAL ESTATE GROUP  
INC., a Delaware Corporation

Witnesses

  
Print Name: MELISSA SCHWARTZ

  
Print Name: RYAN HARVEY

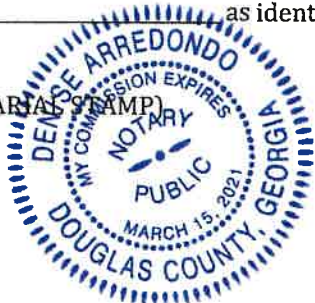
  
By: Michael J. Quinley, Senior Vice-President

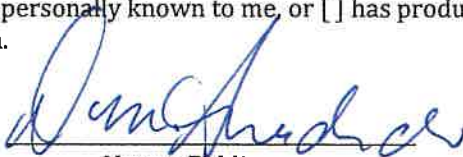
OWNER'S ACKNOWLEDGMENT

STATE OF GEORGIA  
COUNTY OF COBB

The above Resolution, Acceptance and Agreement was acknowledged before me this 17<sup>th</sup> day of August 2018, by Michael J. Quinley, Senior Vice-President of FORESTAR (USA) REAL ESTATE GROUP INC. He ☒ is personally known to me, or ☐ has produced N/A as identification.

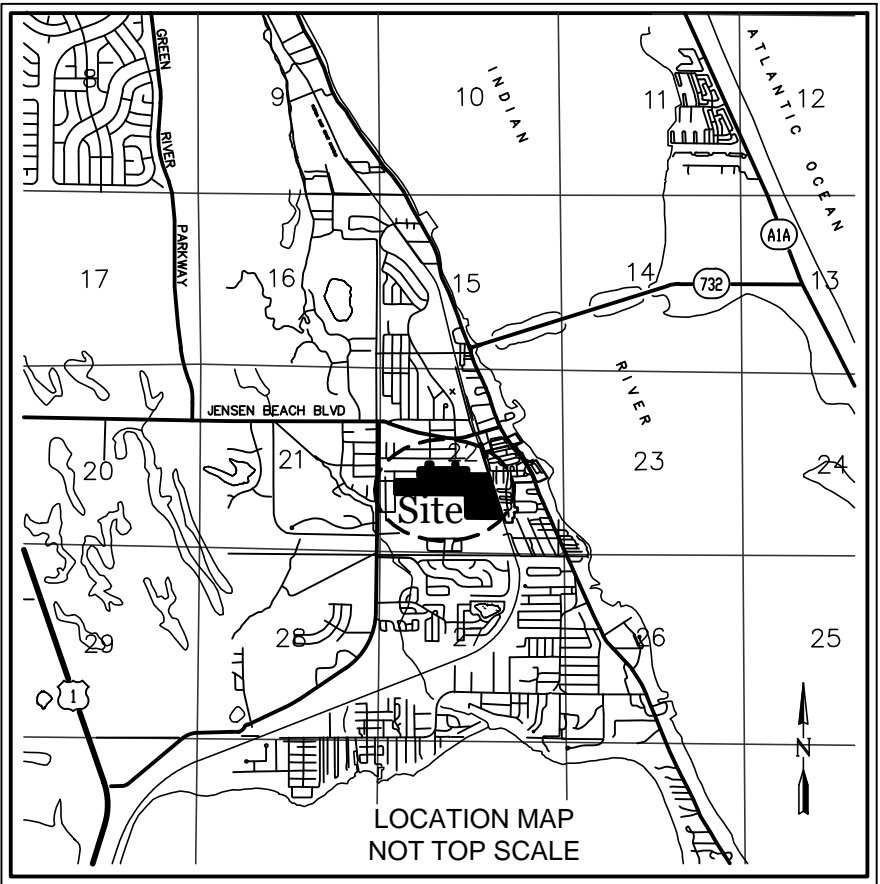
(NOTARIAL STAMP)





Notary Public

My commission expires: 3-15-2021



LEGAL DESCRIPTION

A PARCEL OF LAND LYING WITHIN SECTION 22, TOWNSHIP 37 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A CONCRETE MONUMENT AT THE CENTER OF SAID SECTION SAID POINT BEING THE POINT OF BEGINNING; THENCE SOUTH 00 DEG 04' 42" WEST, A DISTANCE OF 171.98 FEET; THENCE SOUTH 89 DEG 38' 36" EAST, A DISTANCE OF 561.06 FEET; THENCE SOUTH 17 DEG 20' 26" EAST, A DISTANCE OF 514.75 FEET; THENCE NORTH 89 DEG 33' 36" WEST, A DISTANCE OF 15.75 FEET; THENCE SOUTH 17 DEG 20' 26" EAST, A DISTANCE OF 700.89 FEET; THENCE NORTH 89 DEG 11' 48" WEST, A DISTANCE OF 909.28 FEET; THENCE NORTH 00 DEG 04' 42" EAST, A DISTANCE OF 661.66 FEET; THENCE NORTH 89 DEG 33' 36" WEST, A DISTANCE OF 1980.18 FEET; THENCE NORTH 00 DEG 04' 51" EAST, A DISTANCE OF 330.04 FEET; THENCE SOUTH 89 DEG 33' 49" EAST, A DISTANCE OF 659.55 FEET; THENCE NORTH 00 DEG 07' 54" EAST, A DISTANCE OF 330.42 FEET; THENCE SOUTH 89 DEG 33' 36" EAST, A DISTANCE OF 215.30 FEET; THENCE NORTH 00 DEG 28' 28" EAST, A DISTANCE OF 160.00 FEET; THENCE SOUTH 89 DEG 36' 36" EAST, A DISTANCE OF 106.44 FEET; THENCE SOUTH 00 DEG 28' 28" WEST, A DISTANCE OF 160.00 FEET; THENCE SOUTH 89 DEG 36' 36" EAST, A DISTANCE OF 647.67 FEET; THENCE NORTH 00 DEG 28' 28" EAST, A DISTANCE OF 160.00 FEET; THENCE SOUTH 89 DEG 36' 36" EAST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 00 DEG 28' 28" WEST, A DISTANCE OF 160.00 FEET; THENCE SOUTH 89 DEG 36' 36" EAST, A DISTANCE OF 300.89 FEET, TO THE POINT OF BEGINNING.

CONTAINING 45.10 ACRES

LESS AND EXCEPT

PARCEL "A"

BEING A PORTION OF LOT 99 AND THAT PART OF HIGHLANDS AVENUE LYING SOUTHERLY OF THE SOUTH RIGHT OF WAY LINE EXTENDED OF SOUTH STREET AS SHOWN ON THE UNRECORDED PLAT 4 OF JENSEN HIGHLANDS, SECTION 22, TOWNSHIP 37 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT MONUMENT MARKING THE CENTER OF SAID SECTION 22, THENCE ALONG THE SOUTH LINE OF THE AFORESAID UNRECORDED PLAT 4 AND THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 22, NORTH 89°58'28" WEST, A DISTANCE OF 998.56 FEET TO THE **POINT OF BEGINNING** OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE CONTINUING ALONG SAID SOUTH LINE, NORTH 89°58'28" WEST, A DISTANCE OF 106.44 FEET; THENCE DEPARTING SAID SOUTH LINE, NORTH 00°05'54" EAST, A DISTANCE OF 160.31 FEET TO THE WESTERLY EXTENSION OF THE SOUTH RIGHT OF WAY LINE OF SAID SOUTH STREET; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE SOUTH 89°57'52" EAST, A DISTANCE OF 106.44 FEET; THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE, SOUTH 00°05'53" WEST, A DISTANCE OF 160.30 FEET TO THE AFORESAID SOUTH LINE OF SAID UNRECORDED PLAT 4 AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL.

CONTAINING 0.39 ACRES ~ 17062.70 SQUARE FEET.

TOTAL ACRES 44.71±

TITLE CERTIFICATION

I, JENNIFER LAWTON MARQUINA, A MEMBER OF THE FLORIDA BAR, HEREBY CERTIFY THAT AS OF \_\_\_\_ DAY OF \_\_\_\_\_, 2018.

- RECORD TITLE TO THE LAND DESCRIBED AND SHOWN ON THIS PLAT IS IN THE NAME OF THE PERSON(S), CORPORATION(S), AND/OR OTHER ENTITY(IES) EXECUTING THE CERTIFICATE OF OWNERSHIP AND DEDICATION HEREON.
- ALL MORTGAGES NOT SATISFIED OR RELEASED OF RECORD ENCUMBERING THE LAND DESCRIBED HEREON ARE AS FOLLOWS: MORTGAGE DATED 3-16-18 AND RECORDED ON 3-19-18 IN O.R.B. 2981, PAGE 1096, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.
- ALL TAXES THAT ARE DUE AND PAYABLE PURSUANT TO SECTION 197.192, F.S., HAVE BEEN PAID.

DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2018.

NAME: JENNIFER LAWTON MARQUINA  
FLORIDA BAR NO.: 0668230  
ADDRESS: Broad and Cassel  
7777 Glades Road, Suite 300  
Boca Raton, FL 33434

CERTIFICATE OF OWNERSHIP AND DEDICATION

FORESTAR (USA) REAL ESTATE GROUP, INC., A DELAWARE CORPORATION, BY AND THROUGH ITS UNDERSIGNED OFFICER, DOES HEREBY CERTIFY THAT IT IS THE OWNER OF THE PROPERTY DESCRIBED ON THE PLAT OF OCEAN BREEZE WEST, AND HEREBY DEDICATES AS FOLLOWS:

1. STREETS

THE STREETS AND RIGHTS-OF-WAY SHOWN ON THIS PLAT OF OCEAN BREEZE WEST, AND DESIGNATED AS PRIVATE, ARE HEREBY DECLARED TO BE THE PROPERTY OF THE SEA WALK HOMEOWNERS' ASSOCIATION, INC. (HEREINAFTER ASSOCIATION), AND THE PRIVATE STREETS AND RIGHTS-OF-WAY SHALL BE CONVEYED BY DEED TO THE ASSOCIATION, FOR ACCESS AND UTILITY PURPOSES (INCLUDING CATV), AND SHALL BE MAINTAINED, REPAIRED AND REPLACED BY THE ASSOCIATION. TOWN OF OCEAN BREEZE HAS REGULATORY AUTHORITY OVER, BUT SHALL BEAR NO RESPONSIBILITY, DUTY, OR LIABILITY FOR, ANY PRIVATE STREETS AND RIGHT'S-OF-WAY DESIGNATED AS SUCH ON THIS PLAT.

2. UTILITY EASEMENTS

THE UTILITY EASEMENTS SHOWN ON THIS PLAT OF OCEAN BREEZE WEST, MAY BE USED FOR UTILITY PURPOSES (INCLUDING CATV) BY ANY UTILITY IN COMPLIANCE WITH SUCH ORDINANCES AND REGULATIONS AS MAY BE ADOPTED FROM TIME TO TIME BY THE OF TOWN OF OCEAN BREEZE, FLORIDA. SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. TOWN OF OCEAN BREEZE HAS REGULATORY AUTHORITY OVER, BUT SHALL BEAR NO RESPONSIBILITY, DUTY OR LIABILITY FOR, ANY UTILITY EASEMENTS DESIGNATED AS SUCH ON THIS PLAT.

3. LIFT STATION EASEMENT

THE LIFT STATION EASEMENT AS SHOWN ON THIS PLAT OF OCEAN BREEZE WEST, SHALL BE USED EXCLUSIVELY FOR UTILITY PURPOSES BY MARTIN COUNTY UTILITIES ONLY IN COMPLIANCE WITH SUCH ORDINANCES AND REGULATIONS AS MAY BE ADOPTED FROM TIME TO TIME BY THE OF TOWN OF OCEAN BREEZE, FLORIDA. TOWN OF OCEAN BREEZE HAS REGULATORY AUTHORITY OVER, BUT SHALL BEAR NO RESPONSIBILITY, DUTY, OR LIABILITY FOR ANY LIFT STATION EASEMENT DESIGNATED AS SUCH ON THIS PLAT.

4. UPLAND PRESERVE TRACTS

THE UPLAND PRESERVE TRACTS SHOWN ON THIS PLAT OF OCEAN BREEZE WEST IS HEREBY DECLARED TO BE THE PROPERTY OF THE SEA WALK HOMEOWNERS' ASSOCIATION, INC. (HEREINAFTER ASSOCIATION), AND ARE FURTHER DECLARED TO BE PRIVATE UPLAND PRESERVE TRACTS WHICH SHALL BE CONVEYED BY DEED TO THE ASSOCIATION FOR UPLAND PRESERVE PURPOSES AND SHALL BE MAINTAINED BY THE ASSOCIATION IN ACCORDANCE WITH THE PRESERVE AREA MANAGEMENT PLAN (PAMP) APPROVED BY TOWN OF OCEAN BREEZE. NO CONSTRUCTION IN, OR ALTERATION OR DESTRUCTION OF THE TRACTS SHALL OCCUR, EXCEPT AS SPECIFIED WITHIN THE APPROVED PAMP. TOWN OF OCEAN BREEZE HAS THE REGULATORY AUTHORITY OVER, BUT SHALL BEAR NO RESPONSIBILITY, DUTY, OR LIABILITY FOR ANY PRESERVE TRACTS DESIGNATED AS SUCH ON THIS PLAT.

5. DRAINAGE TRACTS

THE PRIVATE DRAINAGE TRACTS SHOWN ON THIS PLAT OF OCEAN BREEZE WEST AND DESIGNATED AS SUCH ON THE PLAT, ARE HEREBY DECLARED TO BE THE PROPERTY OF THE SEA WALK HOMEOWNERS' ASSOCIATION, INC. (HEREINAFTER ASSOCIATION), AND SHALL BE CONVEYED BY DEED TO THE ASSOCIATION FOR DRAINAGE PURPOSES, AND ALL DRAINAGE FACILITIES LOCATED THEREIN SHALL BE MAINTAINED, REPAIRED AND REPLACED BY THE ASSOCIATION. TOWN OF OCEAN BREEZE HAS REGULATORY AUTHORITY OVER, BUT SHALL BEAR NO RESPONSIBILITY, DUTY, OR LIABILITY FOR, ANY PRIVATE DRAINAGE TRACTS DESIGNATED AS SUCH ON THIS PLAT.

# Plat of OCEAN BREEZE WEST a P.U.D.

Town of Ocean Breeze

## Section 22, Township 37 South, Range 41 East, Martin County, Florida

6. DRAINAGE EASEMENTS

THE DRAINAGE EASEMENTS SHOWN ON THIS PLAT OF OCEAN BREEZE WEST MAY BE USED FOR DRAINAGE PURPOSES. TOWN OF OCEAN BREEZE HAS REGULATORY AUTHORITY OVER, BUT SHALL BEAR NO RESPONSIBILITY, DUTY OR LIABILITY FOR ANY DRAINAGE EASEMENTS DESIGNED AS SUCH ON THIS PLAT.

7. LANDSCAPE TRACTS

THE LANDSCAPE TRACTS SHOWN ON THIS PLAT OF OCEAN BREEZE WEST AND DESIGNATED AS SUCH ON THE PLAT, ARE HEREBY DECLARED TO BE THE PROPERTY OF THE SEA WALK HOMEOWNERS' ASSOCIATION, INC. (HEREINAFTER ASSOCIATION), AND SHALL BE CONVEYED BY DEED TO THE ASSOCIATION FOR LANDSCAPE PURPOSES, AND ALL LANDSCAPE AND LANDSCAPE EQUIPMENT LOCATED THEREIN SHALL BE MAINTAINED, REPAIRED AND REPLACED BY THE ASSOCIATION. TOWN OF OCEAN BREEZE HAS REGULATORY AUTHORITY OVER, BUT SHALL BEAR NO RESPONSIBILITY, DUTY, OR LIABILITY FOR, ANY LANDSCAPE TRACTS DESIGNATED AS SUCH ON THIS PLAT.

8. LANDSCAPE EASEMENT

THE LANDSCAPE EASEMENT SHOWN ON THIS PLAT OF OCEAN BREEZE WEST, MAY BE USED FOR LANDSCAPE PURPOSES. TOWN OF OCEAN BREEZE HAS REGULATORY AUTHORITY OVER, BUT SHALL BEAR NO RESPONSIBILITY, DUTY OR LIABILITY FOR, ANY LANDSCAPE EASEMENT DESIGNATED AS SUCH ON THIS PLAT.

9. RECREATION TRACT

THE RECREATION TRACT SHOWN ON THIS PLAT OF OCEAN BREEZE WEST AND DESIGNATED AS SUCH ON THE PLAT, ARE HEREBY DECLARED TO BE THE PROPERTY OF THE SEA WALK HOMEOWNERS' ASSOCIATION, INC. (HEREINAFTER ASSOCIATION), AND SHALL BE CONVEYED BY DEED TO THE ASSOCIATION FOR RECREATION PURPOSES, AND ALL FACILITIES LOCATED THEREIN SHALL BE MAINTAINED, REPAIRED AND REPLACED BY THE ASSOCIATION. TOWN OF OCEAN BREEZE HAS REGULATORY AUTHORITY OVER, BUT SHALL BEAR NO RESPONSIBILITY, DUTY, OR LIABILITY FOR, ANY RECREATION TRACT DESIGNATED AS SUCH ON THIS PLAT.

10. PUBLIC FLOW-THROUGH DRAINAGE EASEMENT

PUBLIC FLOW-THROUGH DRAINAGE EASEMENT NOTWITHSTANDING THE OBLIGATION OF THE SEA WALK HOMEOWNERS' ASSOCIATION, INC. (HEREINAFTER "ASSOCIATION") OF MAINTENANCE, REPAIR AND REPLACEMENT AS TO THE PRIVATE DRAINAGE EASEMENTS AND/OR TRACTS SHOWN ON THIS PLAT, THERE IS HEREBY DEDICATED TO MARTIN COUNTY A NON EXCLUSIVE FLOW-THROUGH DRAINAGE EASEMENT AND REASONABLE RIGHT OF ACCESS TO ENSURE THE FREE FLOW OF WATER FOR GENERAL PUBLIC DRAINAGE PURPOSES OVER, THROUGH AND UNDER THE FOLLOWING DESCRIBE PRIVATE DRAINAGE EASEMENTS AND/OR TRACTS SHOWN ON THIS PLAT:

IN THE EVENT THAT THE FREE FLOW OF WATER THROUGH THE ABOVE-DESCRIBED PRIVATE DRAINAGE EASEMENTS AND/OR TRACTS AND INTO THE PUBLIC DRAINAGE SYSTEM IS DISRUPTED OR PREVENTED, MARTIN COUNTY SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION OF REASONABLE ACCESS TO, AND ENTRY UPON, SUCH PRIVATE EASEMENTS AND/OR TRACTS ADJACENT LAND FOR THE PURPOSE OF PERFORMING FLOW-THROUGH DRAINAGE MAINTENANCE UPON THIRTY (30) DAYS PRIOR WRITTEN NOTICE TO THE ASSOCIATION; HOWEVER, MARTIN COUNTY SHALL BE REQUIRED ONLY TO ATTEMPT TO PROVIDE REASONABLE NOTICE TO THE ASSOCIATION IN ORDER TO PERFORM FLOW-THROUGH DRAINAGE MAINTENANCE IN RESPONSE TO A DRAINAGE-RELATED EMERGENCY WHICH POSES AN IMMEDIATE THREAT TO THE PUBLIC HEALTH, SAFETY AND WELFARE. WITHIN TEN (10) DAYS OF THE PERFORMANCE OF FLOW-THROUGH DRAINAGE MAINTENANCE BY MARTIN COUNTY, THE ASSOCIATION SHALL PAY THE COUNTY THE AMOUNT OF ALL COSTS (INCLUDING ADMINISTRATIVE COSTS) THEREBY INCURRED, AND THE AMOUNT OF SUCH COSTS WILL CONSTITUTE AN EQUITABLE OR SPECIAL ASSESSMENT LIEN, AS DETERMINED BY MARTIN COUNTY, ON ASSOCIATION PROPERTY, INCLUDING THE ABOVE-DESCRIBED EASEMENTS AND/OR TRACTS, AND THE LIEN MAY BE ENFORCED IN ACCORDANCE WITH APPLICABLE LAW.

DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2018

WITNESS: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

WITNESS: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

FORESTAR (USA) REAL ESTATE GROUP, INC.  
A DELAWARE CORPORATION

BY: \_\_\_\_\_

PRINT NAME: MICHAEL L. QUINLEY

PRINT TITLE: SENIOR VICE PRESIDENT

ACKNOWLEDGMENT

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED MICHAEL L. QUINLEY TO ME WELL KNOWN TO BE THE SENIOR VICE PRESIDENT, OF FORESTAR (USA) REAL ESTATE GROUP, INC., A DELAWARE CORPORATION, AND HE ACKNOWLEDGED THAT HE EXECUTED SUCH CERTIFICATE OF OWNERSHIP AS SUCH OFFICER OF SAID CORPORATION AND THAT IT IS THE FREE ACT AND DEED OF SAID CORPORATION.  
HE IS ( ) PERSONALLY KNOWN TO ME OR ( ) HAS PRODUCED \_\_\_\_\_ AS IDENTIFICATION.

DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2018

NOTARY PUBLIC  
STATE OF \_\_\_\_\_ AT LARGE

COMMISSION NUMBER \_\_\_\_\_

MY COMMISSION EXPIRES \_\_\_\_\_

ACCEPTANCE OF DEDICATIONS

SEA WALK HOMEOWNERS' ASSOCIATION, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION, DOES HEREBY ACCEPT OWNERSHIP AND DEDICATIONS OF STREETS, EASEMENTS AND TRACTS AS SHOWN ON THIS PLAT OF OCEAN BREEZE WEST, A P.U.D., AND DOES HEREBY ACCEPT THE RESPONSIBILITIES SET FORTH THEREIN.

DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2018.

WITNESSES: SEA WALK HOMEOWNERS' ASSOCIATION, INC.,  
A FLORIDA NOT-FOR-PROFIT CORPORATION

Name: \_\_\_\_\_ BY: \_\_\_\_\_  
FRANK COVELLI, PRESIDENT

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

ACKNOWLEDGMENT

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

BEFORE ME THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED FRANK COVELLI, PRESIDENT OF SEA WALK HOMEOWNERS' ASSOCIATION, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION, AND HE ACKNOWLEDGED THAT HE EXECUTED SUCH ACCEPTANCE OF DEDICATIONS AS SUCH OFFICER OF SAID CORPORATION. AND THAT IT IS THE FREE ACT AND DEED OF SAID CORPORATION. HE [ ] IS PERSONALLY KNOWN TO ME OR [ ] HAS PRODUCED \_\_\_\_\_ AS IDENTIFICATION.

DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2018.

STATE OF \_\_\_\_\_

COMMISSION NUMBER \_\_\_\_\_

MY COMMISSION EXPIRES: \_\_\_\_\_

CLERK'S RECORDING CERTIFICATE

I, CAROLYN TIMMANN, CLERK OF THE CIRCUIT COURT OF MARTIN COUNTY, FLORIDA, HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN

PLAT BOOK \_\_\_\_\_, PAGE \_\_\_\_\_,  
MARTIN COUNTY, FLORIDA, PUBLIC RECORDS THIS

\_\_\_\_ DAY OF \_\_\_\_\_, 2018.

CAROLYN TIMMANN, CLERK OF THE CIRCUIT COURT  
MARTIN COUNTY, FLORIDA.

FILE NUMBER \_\_\_\_\_ BY \_\_\_\_\_  
DEPUTY CLERK

SUBDIVISION PARCEL CONTROL NUMBER

MORTGAGEE'S CONSENT TO PLAT

D.R. HORTON, INC., A DELAWARE CORPORATION HEREBY CERTIFIES THAT IT IS THE HOLDER OF THAT CERTAIN MORTGAGE, LIEN OR ENCUMBRANCE ON THE LAND DESCRIBED HEREON, DATED MARCH 16, 2018, AND RECORDED IN OFFICIAL RECORDS BOOK 2981, PAGE 1096, MARTIN COUNTY, FLORIDA, PUBLIC RECORDS, AND DOES HEREBY CONSENT TO THE DEDICATIONS HEREON AND DOES SUBORDINATE ITS MORTGAGE, LIEN OR ENCUMBRANCE TO SUCH DEDICATIONS.

DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2018.

WITNESSES: D.R. HORTON, INC.,  
A DELAWARE CORPORATION

Name: \_\_\_\_\_ BY: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

ACKNOWLEDGMENT

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

BEFORE ME THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED \_\_\_\_\_ OF D.R. HORTON, INC., A DELAWARE CORPORATION, AND HE ACKNOWLEDGED THAT HE EXECUTED SUCH MORTGAGEE'S CONSENT TO PLAT AS SUCH OFFICER OF SAID CORPORATION, AND THAT IT IS THE FREE ACT AND DEED OF SAID CORPORATION. HE [ ] IS PERSONALLY KNOWN TO ME OR [ ] HAS PRODUCED \_\_\_\_\_ AS IDENTIFICATION.

DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2018.

NOTARY PUBLIC

STATE OF \_\_\_\_\_

COMMISSION NUMBER \_\_\_\_\_

MY COMMISSION EXPIRES: \_\_\_\_\_

TOWN APPROVAL

THIS PLAT IS HEREBY APPROVED BY THE UNDERSIGNED ON THIS \_\_\_\_ DAY OF

\_\_\_\_\_, 2018.

ATTEST:

PAM ORR  
TOWN CLERK

KENNETH DE ANGELES  
COUNCIL PRESIDENT

APPROVED AS TO FORM:

WILLIAM F. CRARY, II  
TOWN ATTORNEY

KAREN M. OSTRAND  
MAYOR

GENERAL NOTES:

A. THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN. THERE WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

B. IN THE EVENT THAT MARTIN COUNTY DISTURBS THE SURFACE OF A PRIVATE STREET DUE TO MAINTENANCE, REPAIR OR REPLACEMENT OF A PUBLIC IMPROVEMENT LOCATED THEREIN, THEN THE COUNTY SHALL BE RESPONSIBLE FOR RESTORING THE STREET SURFACE ONLY TO THE EXTENT WHICH WOULD BE REQUIRED IF THE STREET WERE A PUBLIC STREET, IN ACCORDANCE WITH COUNTY SPECIFICATIONS.

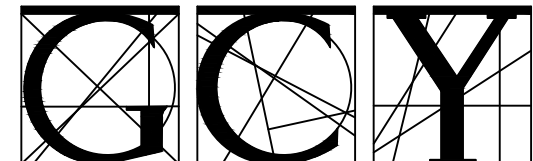
C. BEARINGS AS SHOWN HEREON ARE REFERENCED TO THE STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE, NORTH AMERICAN DATUM 1983, ADJUSTMENT OF 2011 AND ARE FURTHER REFERENCED TO THE EAST LINE OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 37 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA.

CERTIFICATE OF SURVEYOR AND MAPPER

I, PETER ANDERSEN, HEREBY CERTIFY THAT THIS PLAT OF OCEAN BREEZE WEST, IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED, THAT SUCH SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION; THAT SUCH SURVEY IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF; THAT PERMANENT REFERENCE MONUMENTS HAVE BEEN PLACED, AS REQUIRED BY LAW; THAT LOT CORNERS WILL BE SET FOR THE REQUIRED IMPROVEMENTS WITHIN THE PLATTED LANDS; AND FURTHER, THAT THE SURVEY DATA COMPLIES WITH ALL OF THE REQUIREMENTS OF CHAPTER 177, PART 1 FLORIDA STATUTES, AND APPLICABLE ORDINANCES OF TOWN OF OCEAN BREEZE, FLORIDA.

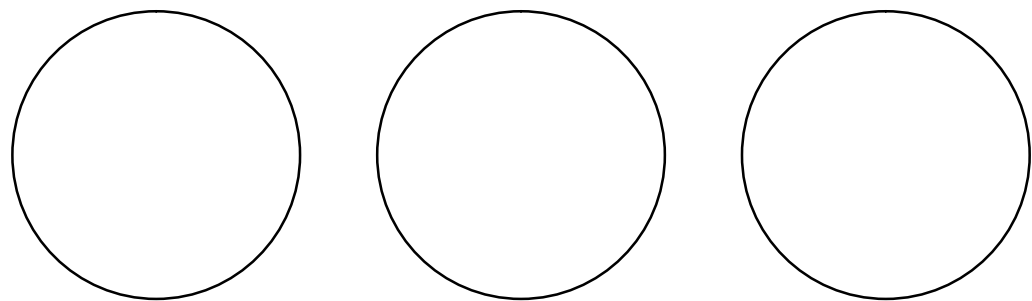
DATE

PETER ANDERSEN  
FLORIDA SURVEYOR AND MAPPER  
REGISTRATION NO. 5199



INCORPORATED  
PROFESSIONAL SURVEYORS AND MAPPERS  
CERTIFICATE OF AUTHORIZATION LB 4108

CORPORATE OFFICE  
PO BOX 1469 • 1505 SW MARTIN HWY.  
PALM CITY, FL 34981  
(800) 386-1066 • WWW.GCMYINC.COM



Plat of Ocean Breeze West, a P.U.D.

Town of Ocean Breeze

Section 22, Township 37 South, Range 41 East, Martin County, Florida

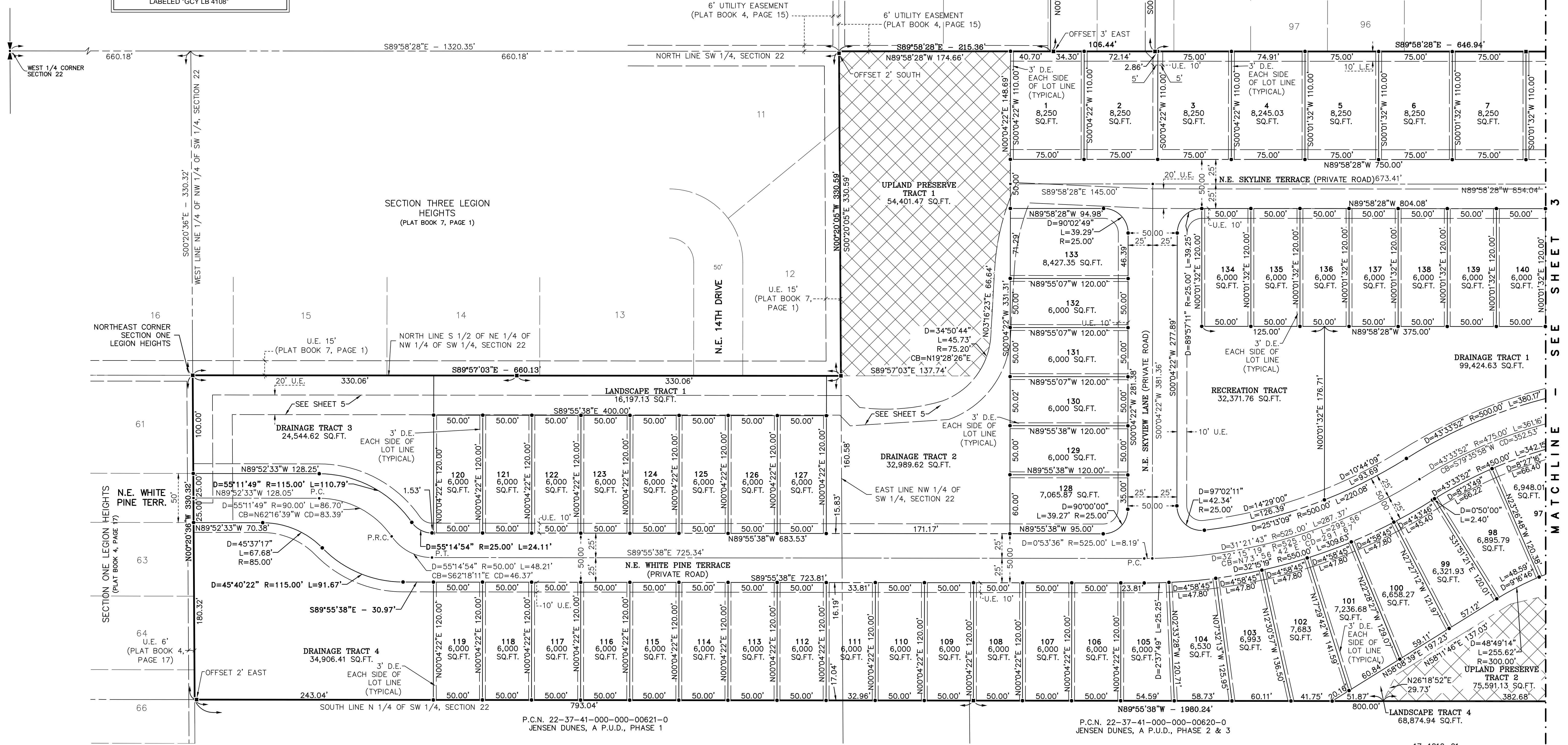
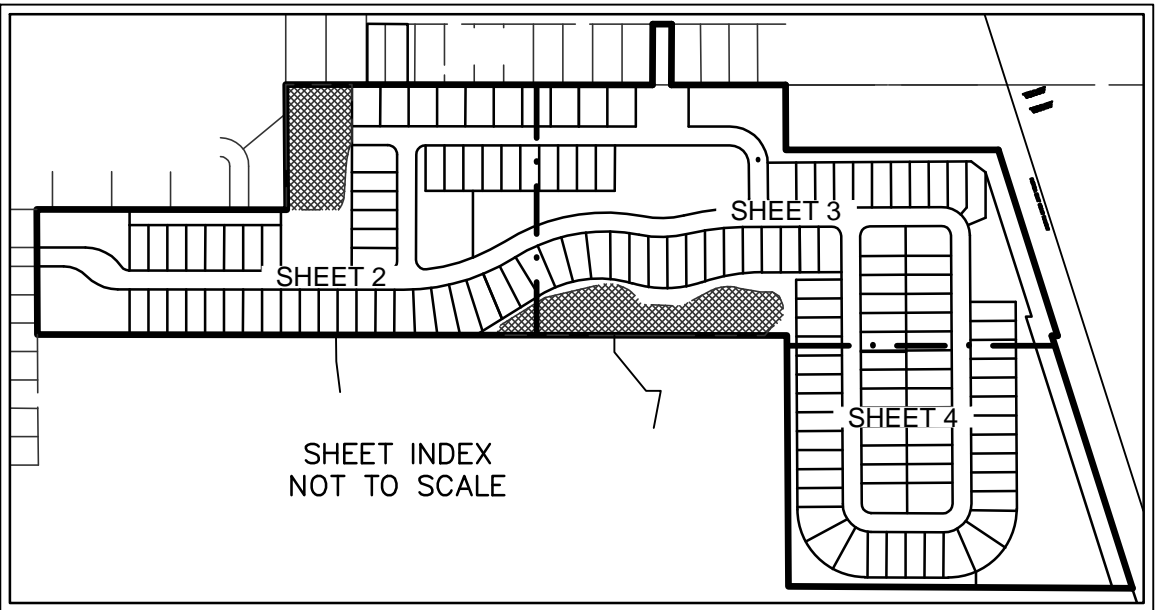
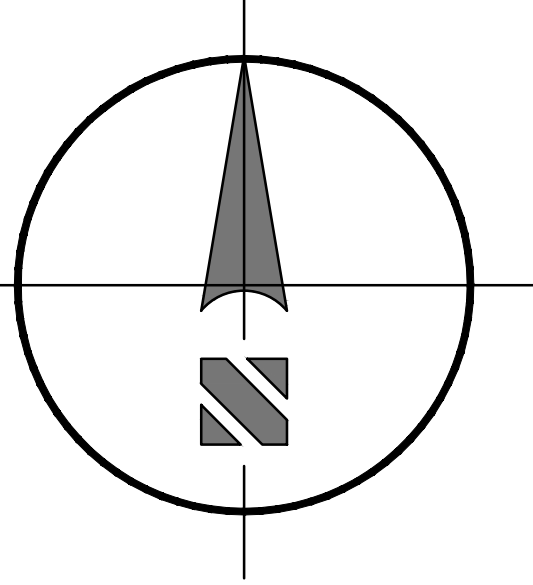
LEGEND

C.M. = CONCRETE MONUMENT  
O.R.B. = OFFICIAL RECORDS BOOK  
(M) = MEASURED  
(D) = DEED  
P.T. = POINT OF TANGENCY  
P.C. = POINT OF CURVATURE  
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U.E. = UTILITY EASEMENT  
D.E. = DRAINAGE EASEMENT  
L.E. = LANDSCAPE EASEMENT  
P.C.N. = PARCEL CONTROL NUMBER  
■ = SET PERMANENT REFERENCE  
■ = MONUMENT (PRM) 4"x4" CONCRETE MONUMENT WITH DISK LABELED "GCY, INC. P.R.M. LB 4108 PSM 5199"  
● = SET 3/4" IRON PIPE WITH YELLOW CAP LABELED "GCY, INC. LB 4108"  
● = SET PERMANENT CONTROL POINT (P.C.P.) MAG NAIL AND WASHER LABELED "GCY LB 4108"

GRAPHIC SCALE



( IN FEET )  
Intended display scale:  
1 inch = 50 feet



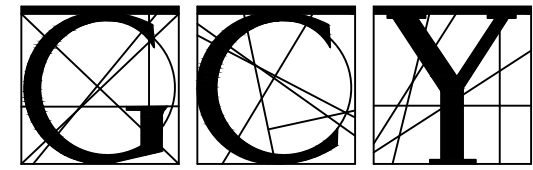
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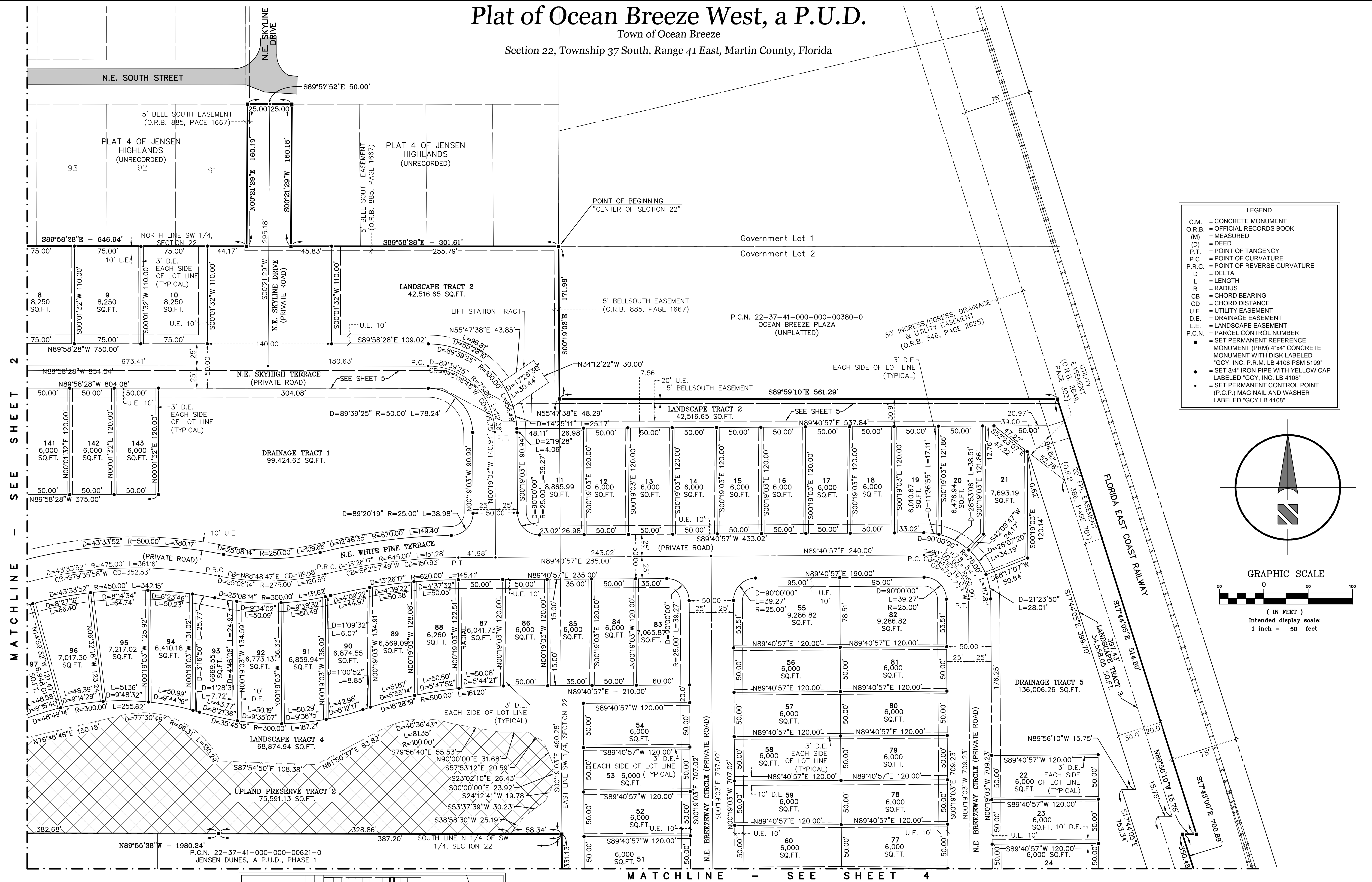


INCORPORATED  
PROFESSIONAL SURVEYORS AND MAPPERS  
CERTIFICATE OF AUTHORIZATION LB 4108  
CORPORATE OFFICE  
PO BOX 1469 • 1505 SW MARTIN HWY.  
PALM CITY, FL 34991  
(800) 386-1066 • WWW.GCYINC.COM

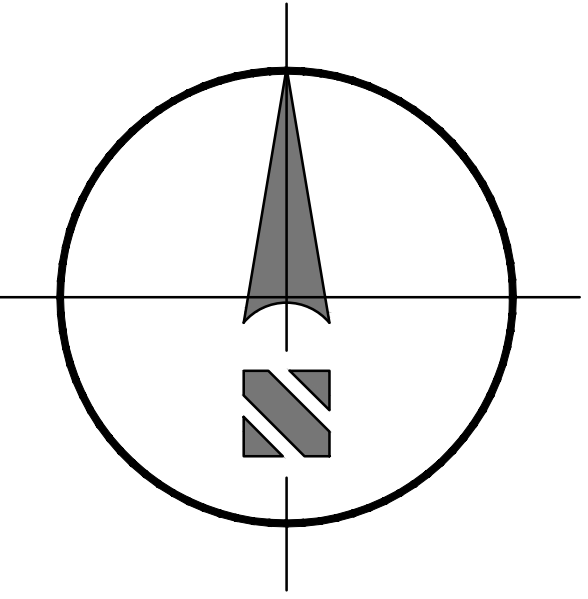
# Plat of Ocean Breeze West, a P.U.D.

Town of Ocean Breeze

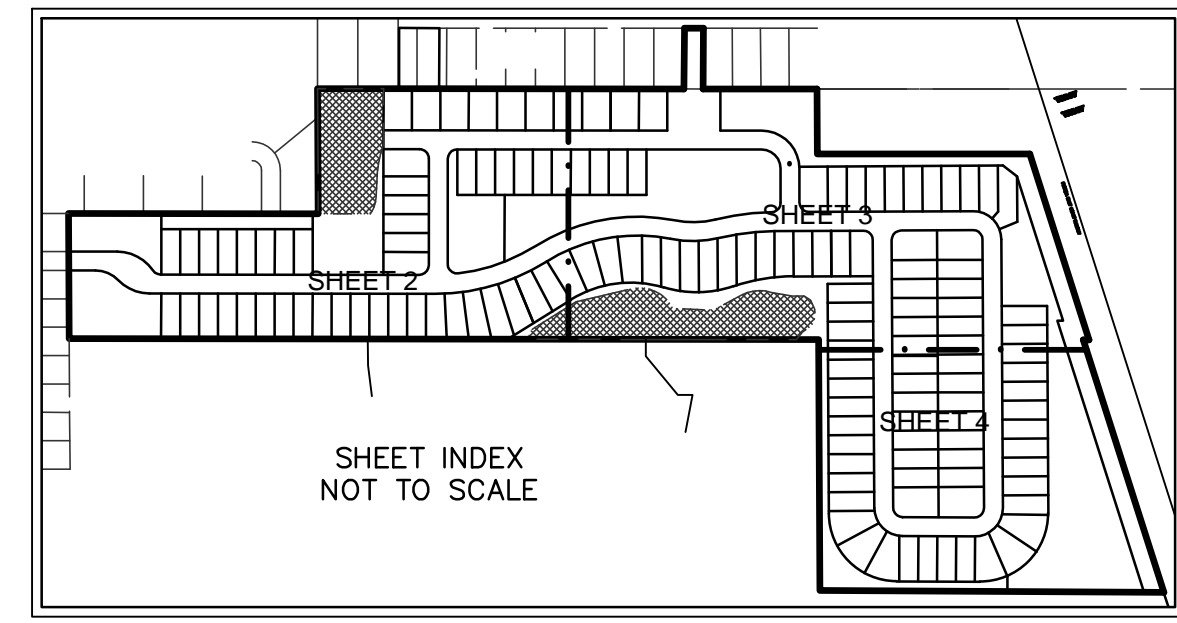
Section 22, Township 37 South, Range 41 East, Martin County, Florida



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( IN FEET )  
Intended display scale:  
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GCY

INCORPORATED

PROFESSIONAL SURVEYORS AND MAPPERS

CERTIFICATE OF AUTHORIZATION LB 4108

CORPORATE OFFICE

PO BOX 1469 • 1505 SW MARTIN HWY.

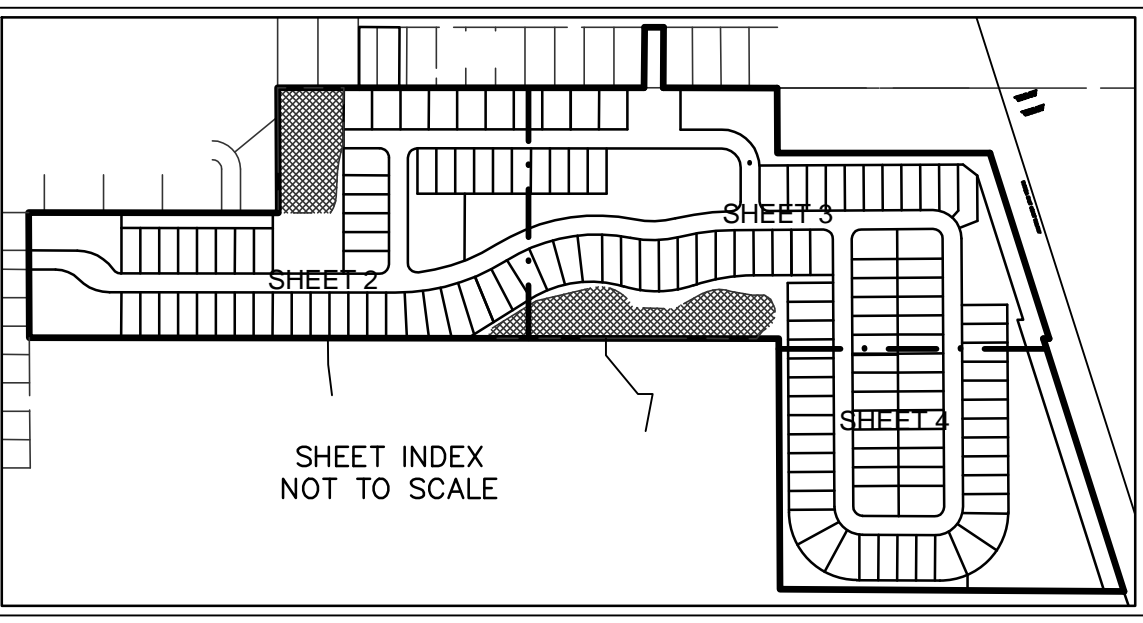
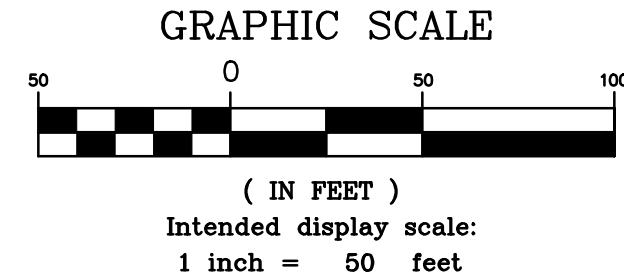
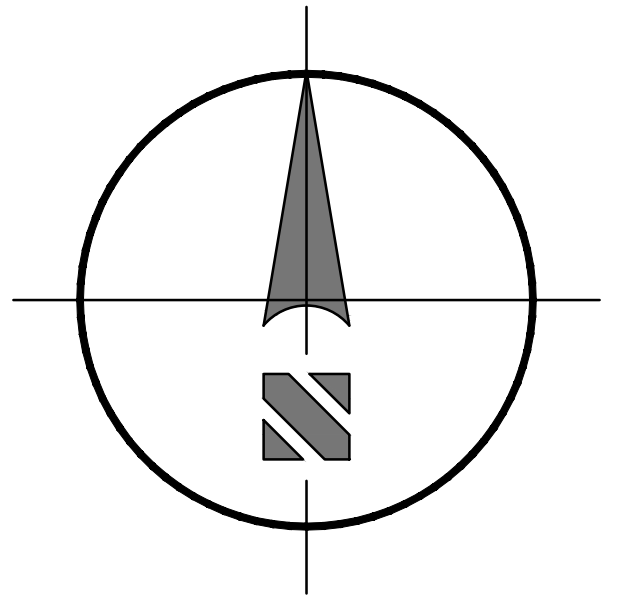
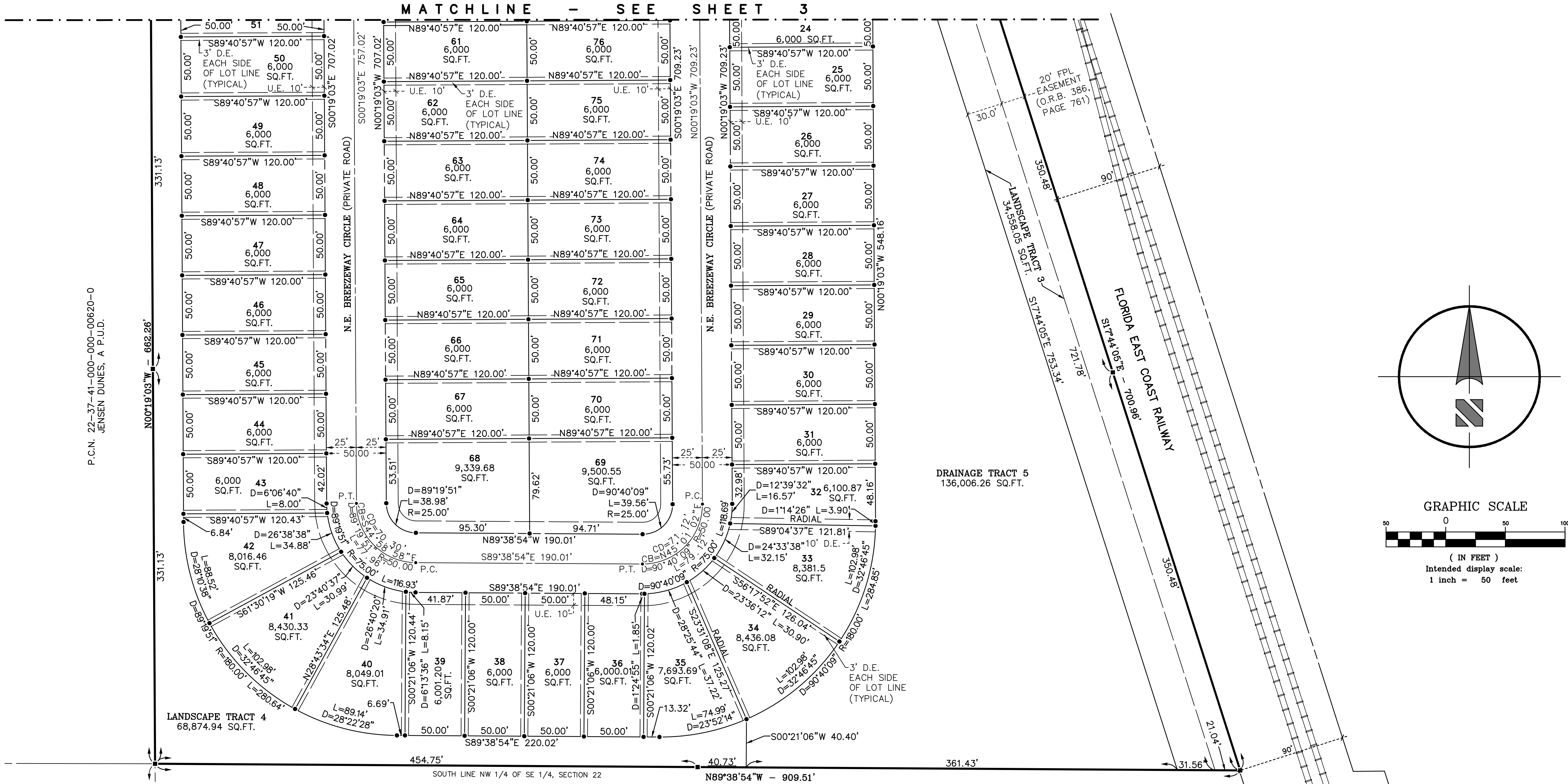
PALM CITY, FL 34991

(800) 386-1066 • WWW.GCYINC.COM

Plat of Ocean Breeze West, a P.U.D.

Town of Ocean Breeze

Section 22, Township 37 South, Range 41 East, Martin County, Florida



- LEGEND
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17-1010-01

**GCY**

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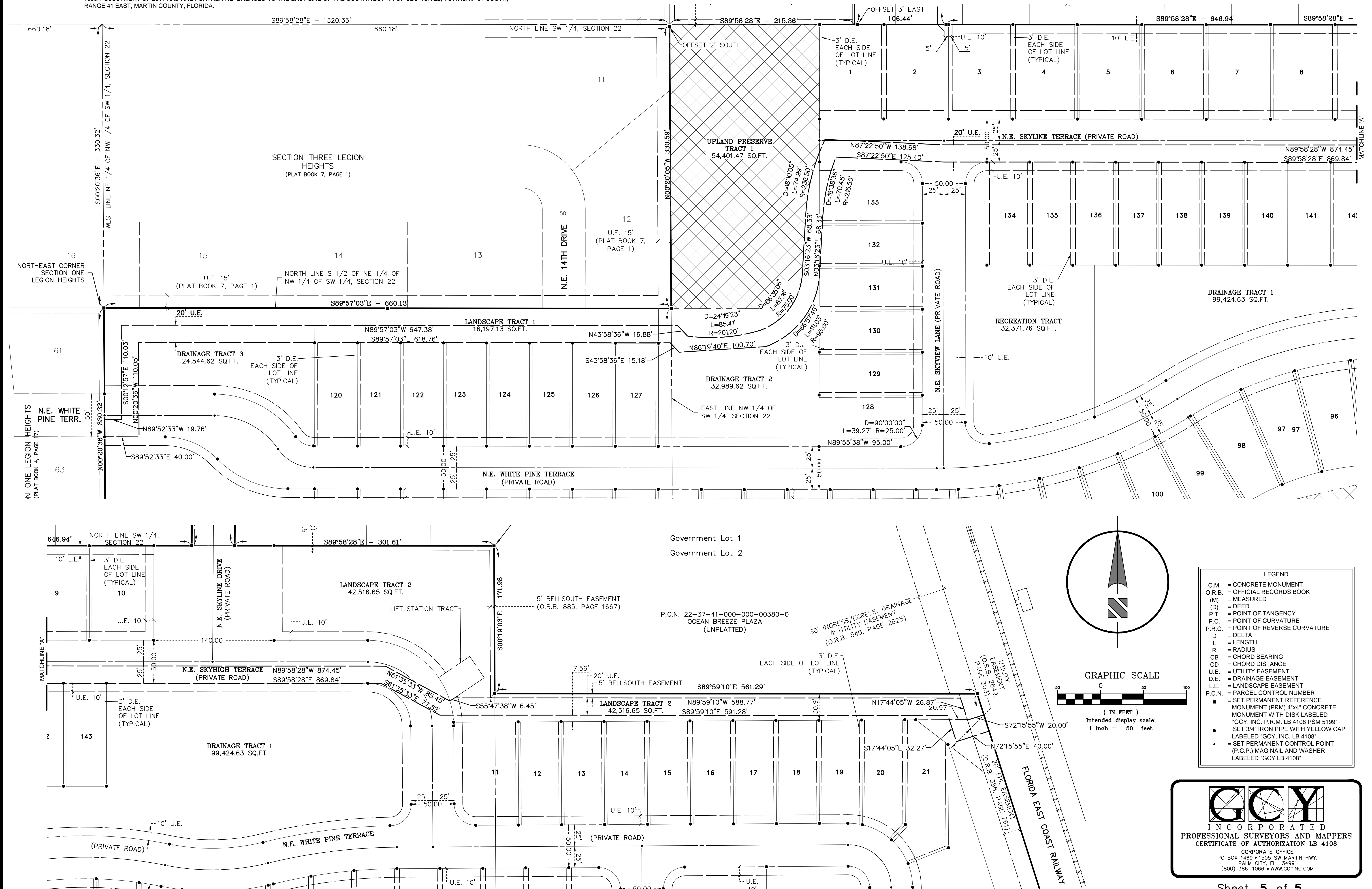
## 20' U.E. DETAIL

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Sheet 5 of 5

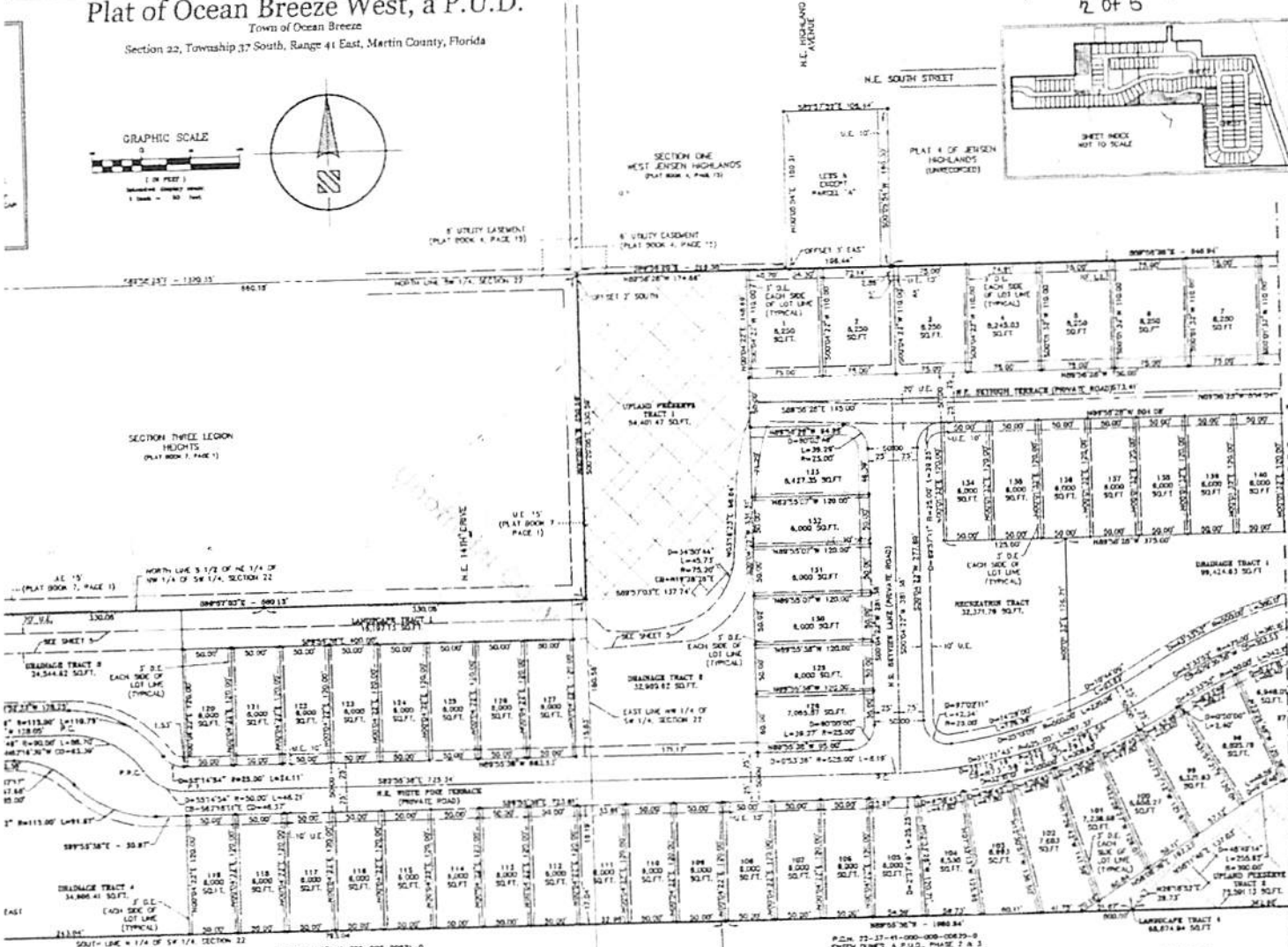
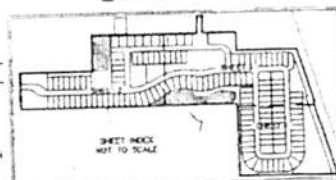
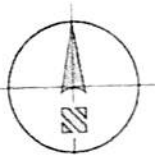
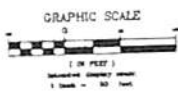


# Plat of Ocean Breeze West, a P.U.D.

Town of Ocean Breeze

Section 22, Township 37 South, Range 41 East, Martin County, Florida

Plat book 18 page 2  
2 of 5



## SECTION 22

- THIS PLAT AS RECORDED WITH GRAPHIC FORM IS THE OFFICIAL DEPICTION OF THE SUBDIVISION LAYERS OR RECORD HEREIN.
- IN THE EVENT THAT MARTIN COUNTY OBTAINS THE SURFACE OF A PRIVATE STREET DUE TO MAINTENANCE, REPAIR OR REPLACEMENT OF A PUBLIC IMPROVEMENT LOCATED THEREON, THEN THE COUNTY SHALL BE RESPONSIBLE FOR RESTORING THE STREET SURFACE ONLY TO THE EXISTING FINISH GRADE OF THE STREET WHERE A PUBLIC STREET IS IN ACCORDANCE WITH COUNTY SPECIFICATIONS.
- REVISIONS AS SHOWN HEREON ARE REFERENCED TO THE STATE PLANE COORDINATE SYSTEM, FLORIDA LANT ZONE, NORTH AMERICAN DATUM 1983 ADJUSTMENT OF 2011 AND ARE FURTHER REFERENCED TO THE EAST LINE OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 37 SOUTH, RANGE 41 EAST MARTIN COUNTY, FLORIDA.

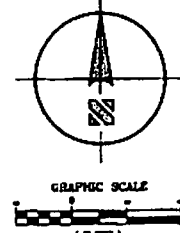


INCORPORATED  
PROFESSIONAL SURVEYORS AND MAPPERS  
CERTIFICATE OF AUTHORIZATION LB 6106  
CORPORATE OFFICE  
PO BOX 1000 - 1100, NW CORNER  
PALM CITY, FL 34909  
(888) 555-1000 • FAX (888) 555-1000

Sheet 2 of 5

Town of Ocean Breeze  
Section 22, Township 37 South, Range 41 East, Martin County, Florida

3 of 5



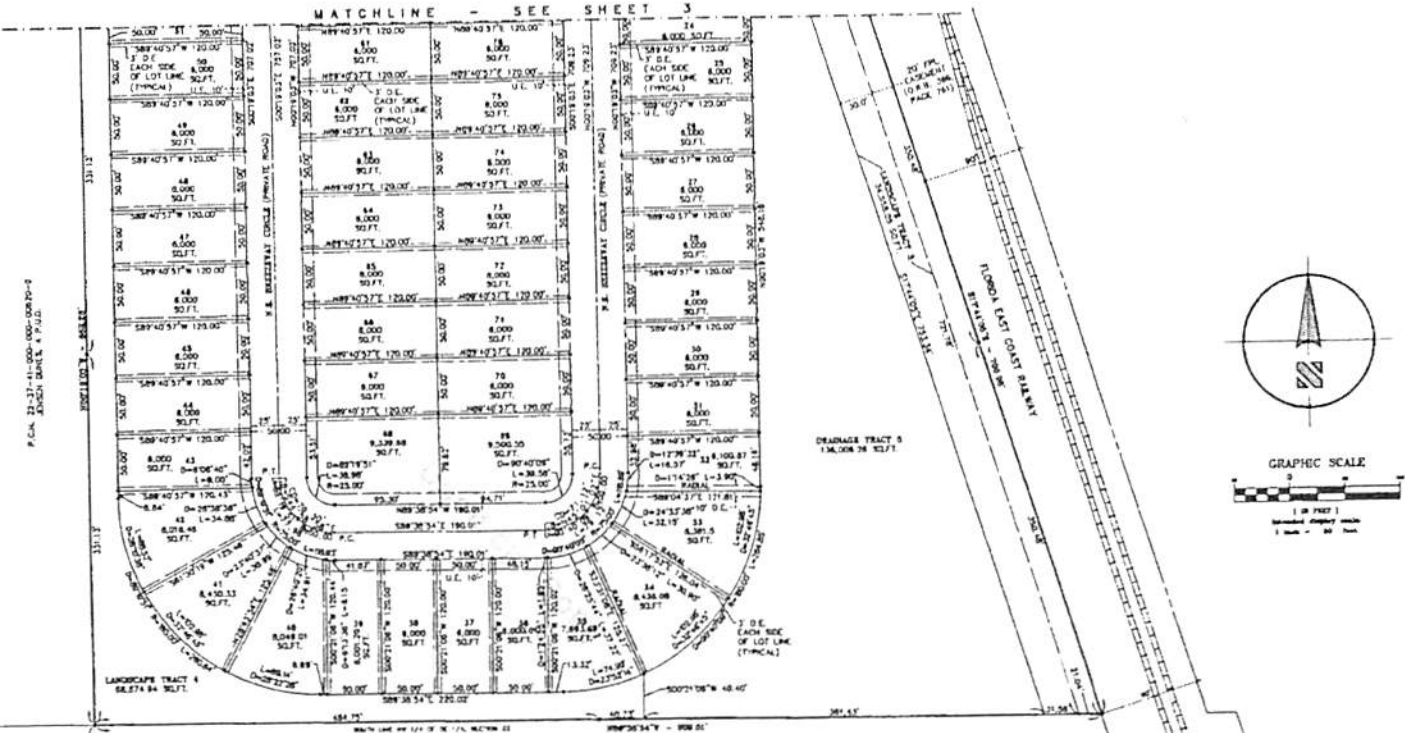
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Town of Ocean Breeze

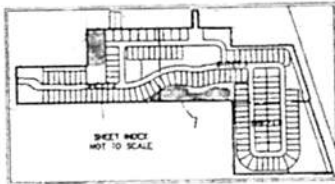
Section 22, Township 37 South, Range 41 East, Martin County, Florida

Plat book 18 page 4  
4 of 5

MATCHLINE - SEE SHEET 3



P.C.M. 22-37-41-000-0000-7  
SUBDIVISION OF JAMES HOLMES  
PLAT BOOK 1, PAGE 153 ST. LAKE (NOW MARTIN) COUNTY



LEGEND	
C.M.	CONCRETE MONUMENT
D.R.B.	OFFICIAL RECORD BOOK
SH	SHALLOWS
SD	SEED
P.T.	POINT OF TANGENCY
P.C.	POINT OF CURVATURE
P.C.	POINT OF REVERSE CURVATURE
DE	DEVELOP
L	LENGTH
BE	BENCH
CB	CHORD BEARING
CD	CHORD DISTANCE
UE	UTILITY EASEMENT
DE	DRAINAGE EASEMENT
L.E.	LANDSCAPE EASEMENT
P.C.N.	PARCEL CONTROL NUMBER
+	SET PERMANENT REFERENCE MONUMENT (SHEET) P.M. CONCRETE MONUMENT WITH YELLOW LABELLED 'TCT' AND 'P.N.' IN RED POWDER
+	SET 3/4" IRON PIPE WITH YELLOW CAP LABELLED 'TCT' AND 'L.H.P.' IN RED POWDER
+	SET PERMANENT CONTROL POINT (P.C.P.) LAND MARK AND NUMBER LABELLED 'TCT' AND 'H.P.' IN RED POWDER

## GENERAL NOTES

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Sheet 4 of 5





**BEFORE THE TOWN COUNCIL OF THE  
TOWN OF OCEAN BREEZE, MARTIN COUNTY, FLORIDA**

**RESOLUTION NUMBER 293-2019**

**A RESOLUTION OF THE TOWN OF OCEAN BREEZE, FLORIDA, AMENDING ORDINANCE NO. 170, ORDINANCE NO. 251-2017, ORDINANCE NO. 274-2017 AND RESOLUTION NO. 277-2018, TOGETHER COMPRISING THE OCEAN BREEZE WEST PLANNED UNIT DEVELOPMENT (PUD) AGREEMENT(S), ALSO KNOWN AS THE 143-UNIT "SEAWALK" SINGLE-FAMILY RESIDENTIAL DEVELOPMENT, APPROVING MINOR CHANGES TO THE PROJECT'S MASTER SITE PLAN, PHASING PLAN AND LANDSCAPE PLAN, INCLUDING: REDUCTION IN THE SIZE OF THE DEVELOPMENT'S SWIMMING POOL AND POOL DECK AREA, CHANGES TO ENTRY LANDSCAPING FEATURES, RELOCATION OF STREET TREES TO AVOID UNDERGROUND UTILITIES, CHANGES TO STORM WATER RETENTION AREA LANDSCAPING TO MEET SOUTH FLORIDA WATER MANAGEMENT DISTRICT (SFWMD) REQUIREMENTS, ADDITIONS AND MODIFICATIONS TO PROJECT FENCING, MODIFICATION OF THE PROJECT'S PHASING PLAN PERTAINING TO THE TIMING OF SITE CLEARING, SIDE WALK CONSTRUCTION AND THE FINAL INSTALLATION OF ROADWAY ASPHALT; DECLARING SAID CHANGES TO BE CONSISTENT WITH THE TOWN'S COMPREHENSIVE PLAN; PROVIDING FOR CONFLICT PROVISIONS AND A SEVERABILITY CLAUSE; PROVIDING FOR AN EFFECTIVE DATE AND FOR OTHER PURPOSES.**

\*\*\*\*\*

**WHEREAS**, on September 13, 2010, the Ocean Breeze Town Council adopted Ordinance No. 170 rezoning the OP West Property and approving the OB West Planned Unit Development (PUD) Agreement, Master Site Plan and Development Conditions, which Ordinance is recorded in Official Records Book 2476, Page 1346, public records of Martin County, Florida; and

**WHEREAS**, on March 13, 2017, the Ocean Breeze Town Council adopted Ordinance No. 251-2017 approving an amendment to the OB West PUD Agreement, including the Revised Master/Final Site Plan, which Ordinance is recorded in Official Records Book 2922, Page 1580, public records of Martin County, Florida; and

**WHEREAS**, on January 24, 2018, the Ocean Breeze Town Council adopted Ordinance No. 274-2017 approving further amendments to the OB West PUD Agreement, which ordinance is recorded in Official Records Book 2981, Page 781, public records of Martin County, Florida; and

**WHEREAS**, on June 11, 2018, the Ocean Breeze Town Council adopted Resolution No. 277-2018 approving the OB West Plat, which resolution is recorded in Official Records Book 3030, Page 899, public records of Martin County, Florida; and

**WHEREAS**, the OWNER of the property within the OB West PUD, Forestar (USA) Real Estate Group, Inc., a Delaware corporation, is voluntarily requesting to amend the PUD Revised Master/Final Site Plan, the Revised Landscape Plan, the Revised Certificate of Occupancy (CO) Phasing Plan to document site conditions, including the downsizing of the pool and the relocation of the street trees from the right-of-way onto each lot; and

**WHEREAS**, an application for Revised Master/Final Site Plan, Landscape Plan, and Certificate of Occupancy (CO) Phasing Plan was filed on behalf of the OWNER of the property; and

**WHEREAS**, the Town Council held a properly noticed quasi-judicial public hearing(s) to consider minor revisions to the proposed Revised Master/Final Site Plan, Revised Landscape Plan, and Revised Certificate of Occupancy (CO) Phasing Plan; and

**WHEREAS**, the Town Council has considered the OWNER's voluntary request and has also considered the recommendation of Town Council's staff and comments from the Public; and

**WHEREAS**, the OWNER has committed to the Town that its development will comply with all development codes, plans, standards and conditions approved by the Town Council; and that it will bind its successors in title to any such commitments made upon approval of the revised plans; and

**WHEREAS**, at the hearing, the OWNER's representatives showed by substantial competent evidence that the application is consistent with the Town of Ocean Breeze Comprehensive Plan and Land Development Code, and the procedural requirements of law; and

**WHEREAS**, the foregoing recitals are true and adopted as findings of fact and conclusions of law.

**NOW, THEREFORE, THE OCEAN BREEZE TOWN COUNCIL HEREBY RESOLVES:**

**SECTION 1.** The revised plans referenced herein amend the Master/Final Site Plan, Landscape Plan and Certificate of Occupancy (CO) Phasing Plan and Development Timetable previously approved by the Town. The following plans and documents attached here to as Exhibit "A", which are collectively referred to as the amending "Development Plans", shall be placed on file in the public records of the Town, at the office of the Town Clerk, and the same shall be deemed revisions to the earlier approved Development Plans to which they pertain.

1. The Revised Master/Final Site Plan, prepared by Lucido & Associates, dated July 8, 2019, hereinafter referred to as the "Site Plan"; Number of pages: one
2. The Revised Landscape Plan, prepared by Lucido & Associates, dated July 8, 2019; Number of pages: eleven

3. The Revised Certificate of Occupancy (CO) Phasing Plan and Development Timetable applicable to the Site Plan prepared by Lucido & Associates, dated July 8, 2019; Number of pages: one

Revisions depicted by Exhibit "A" are described below:

- a) Changes to entry landscape plan to avoid/minimize conflicts with utilities while maintaining buffer requirements;
- b) Relocation of street trees to avoid impacts to utilities;
- c) Addition of street trees on lots by way of revised landscape plans and notes;
- d) Revision to Declaration of Covenants and Restrictions to add street tree protection and maintenance language;
- e) Changes to landscape plan for retention areas (per SFWMD permit);
- f) Addition of 6' opaque decorative fence (at developer's option) in Phase 3 along south property line;
- g) Relocation of 6' opaque, decorative fence to property line for lots 1 through 10; (no activity under this provision may be undertaken until: (1) the Town's engineering representative has determined whether erosion on abutting lots to the north, fronting South Street, has occurred or will occur as a result of the applicant's construction activities and, (2) if such is the case, the anti-erosion steps or remedial improvements recommended by the Town's engineering representative and required by the Town have been completed).
- h) Modification to CO phasing plan to allow clearing/development of Phase 4 upon completion of the infrastructure in Phases 1 and 2;
- i) Modification of CO Phasing Plan to create completed sidewalk loop allowing issuance of CO's in Phases 1 and 2 prior to completion of all sidewalks in Phases 1 and 2;
- j) Modification of CO Phasing Plan to require the 2nd layer of asphalt within 24 months or prior to the issuance of 85% of the COs in each phase, whichever comes first;
- k) Modification of the community pool and deck, thereby reducing the pool's dimensions from approximately 30' x 50' to approximately 20' x 40' and reducing the surrounding deck's width from approximately 80' to approximately 70'.

**SECTION 2.** Dust control. At all times the applicants shall ensure that cleared areas within the development are stabilized via sodding, hydro seeding, watering or other recognized method such that appreciable windborn dust does not emit from the site.

**SECTION 3.** Town ordinances and Town resolutions or parts thereof, and other parts of

the Zoning and Land Development Code of the Town of Ocean Breeze in conflict with this resolution are hereby superseded to the extent of such conflict.

**SECTION 4.** If any provision of this resolution or the application thereof to any person or circumstance is held to be unconstitutional, invalid or ineffective, this holding shall not affect the remaining portions of this ordinance. If this resolution or any provision thereof shall be held to be inapplicable to any person, property, or circumstance by a court of competent jurisdiction, such holding shall not affect its applicability to any other person, property or circumstance.

**SECTION 5.** All of the terms and conditions of Ordinance No. 170, Ordinance No. 251-2017, Ordinance No. 274-2017 and Resolution 277-2018 that are not specifically amended or revised by this Amendment shall remain in full force and effect as stated therein.

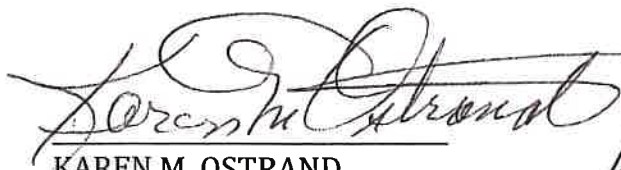
**SECTION 6.** This resolution shall become effective immediately upon adoption by the Town Council and acceptance by the OWNER.

**SECTION 7.** The complete execution and recording of this resolution by the Town Clerk, which shall be paid for by the applicant, shall occur no later than 60 days from the date of this approval, failing which this resolution shall become void.

**APPROVED AND ADOPTED** this 12<sup>TH</sup> day of August, 2019.

KENNETH J. DE ANGELES, PRESIDENT  
ANN KAGDIS, VICE-PRESIDENT  
KEVIN DOCHERTY, COUNCIL MEMBER  
RICHARD GEROLD, COUNCIL MEMBER  
TERRY LOCATIS, COUNCIL MEMBER  
DAVID WAGNER, COUNCIL MEMBER


YES	NO	ABSENT
X		
X		
X		
X		
X		
X		

  
KAREN M. OSTRAND  
MAYOR

  
KENNETH J. DE ANGELES  
PRESIDENT

APPROVED AS TO FORM:

ATTEST:

  
WILLIAM F. CRARY, II  
TOWN ATTORNEY

  
PAM ORR  
TOWN CLERK



## ACCEPTANCE AND AGREEMENT

BY SIGNING THIS ACCEPTANCE AND AGREEMENT, THE UNDERSIGNED ON BEHALF OF ITSELF, ITS SUCCESSORS AND ASSIGNS HEREBY ACCEPTS AND AGREES TO ALL OF THE REVISED TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION NO. 293-2019 INCLUDING ALL EXHIBITS, ATTACHMENTS AND DEVELOPMENT DOCUMENTS, INTENDING TO BE BOUND THEREBY, AND THAT SUCH ACCEPTANCE AND AGREEMENT IS DONE FREELY, KNOWINGLY, AND WITHOUT ANY RESERVATION, AND FOR THE PURPOSES EXPRESSED WITHIN THIS RESOLUTION. IF IT IS LATER DISCOVERED THAT THE UNDERSIGNED, OR ITS SUCCESSORS OR ASSIGNS HAVE FAILED IN ANY MATERIAL WAY TO DEVELOP THE PLANNED UNIT DEVELOPMENT PROJECT REFERENCED HEREIN ACCORDING TO THE ORDINANCE AND RESOLUTION REFERENCED IN SECTION 4 OF THIS RESOLUTION AS THE SAME ARE FURTHER REVISED BY THIS RESOLUTION, INCLUDING CONDITIONS DEVELOPMENT PLANS AND DOCUMENTS RELATED TO SAID ORDINANCE AND RESOLUTIONS, THE UNDERSIGNED UNDERSTANDS AND AGREES ON BEHALF OF ITSELF AND ITS SUCCESSORS AND ASSIGNS THAT THIS RESOLUTION AND/OR THE SAID ORDINANCE AND RESOLUTION REFERENCED IN SECTION 4 HEREOF MAY BE AMENDED OR REPEALED BY THE TOWN COUNCIL, AND THAT OTHER ACTIONS MAY BE TAKEN AGAINST THE UNDERSIGNED BY THE TOWN, INCLUDING BUT NOT LIMITED TO CODE ENFORCEMENT ACTIONS, PERMIT AND LICENSING SUSPENSIONS, FINES, OR REVOCATIONS, AND ANY OR ALL OTHER APPLICABLE CIVIL AND CRIMINAL ACTIONS.

IN WITNESS WHEREOF THE UNDERSIGNED HAS EXECUTED THIS ACCEPTANCE AND AGREEMENT.

OWNER:

Witnesses

FORESTAR (USA) REAL ESTATE  
GROUP, INC., a Delaware corporation

Scott Harvey  
Print Name: Scott Harvey  
John Garaty  
Print Name: JOHN Garaty

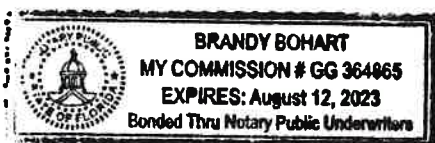
By: Nicolas Aparicio  
Nicolas Aparicio  
President-Florida Region

## OWNER'S ACKNOWLEDGMENT

STATE OF Florida  
COUNTY OF Hillsborough

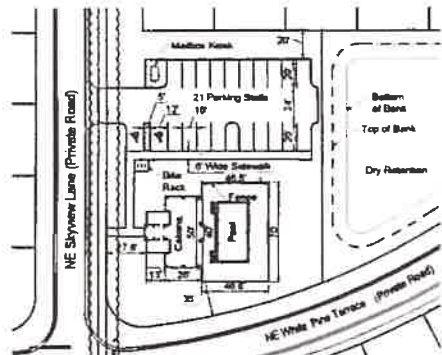
3rd The above Ordinance, Acceptance and Agreement was acknowledged before me this day of September 2019, by, Nicolas Aparicio, President-Florida Region, FORESTAR (USA) REAL ESTATE GROUP, INC., a Delaware corporation.. He ☒ is personally known to me, or [ ] has produced \_\_\_\_\_ as identification.

(NOTARIAL STAMP)



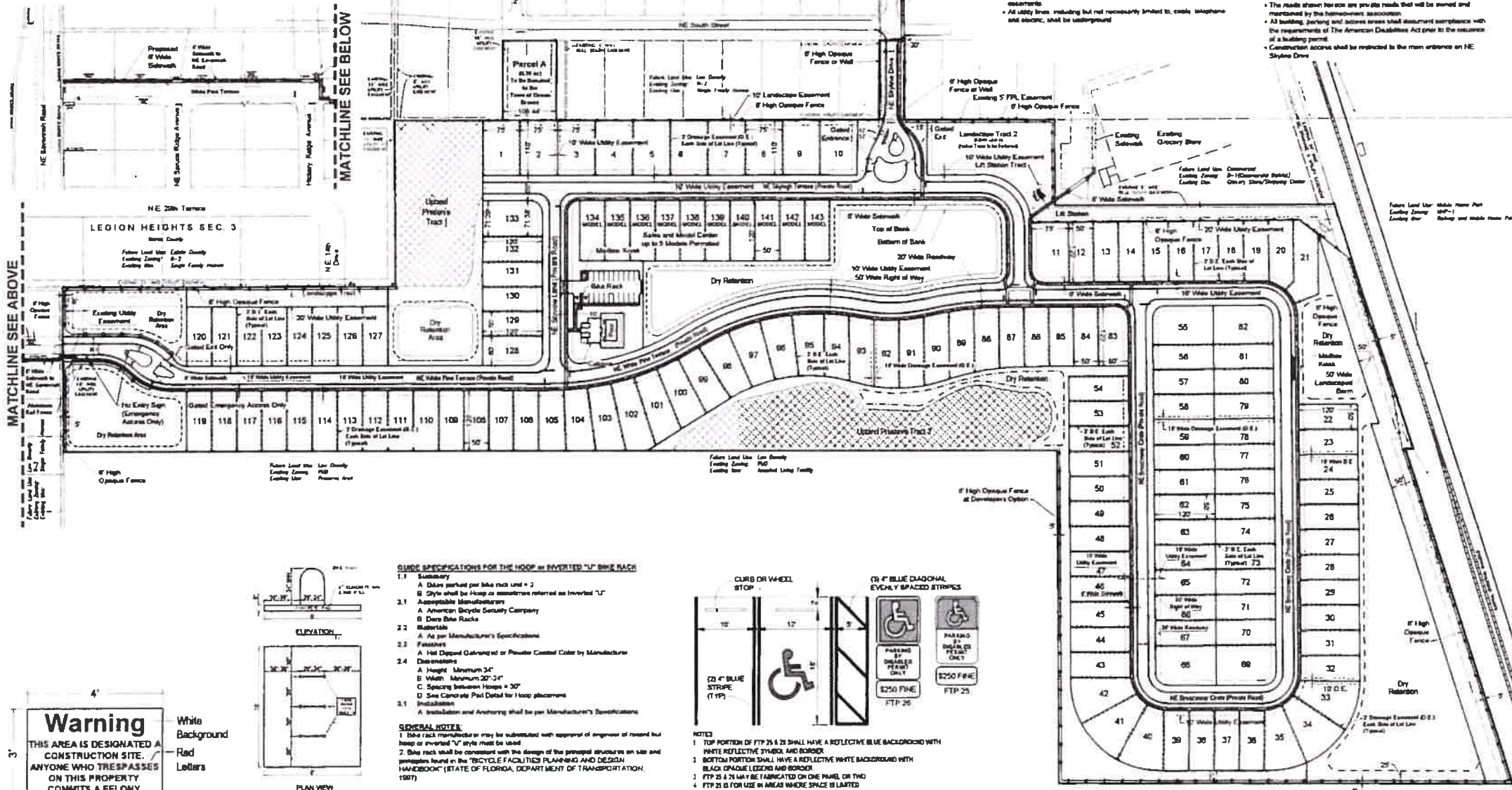
Brandy Bohart  
Notary Public BRANDY BOHART  
My commission expires: 8-12-2023

EXHIBIT A - REVISED MASTER/FINAL SITE PLAN



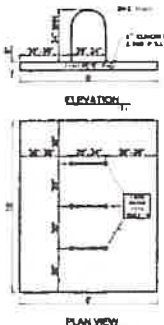
Clubhouse and Pool Detail

Scale 1"=50'



Construction Sign Detail

Not to Scale



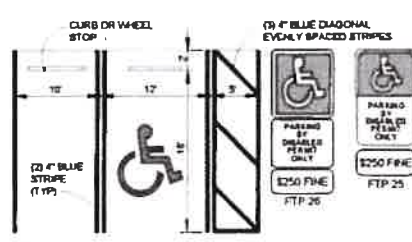
Bike Rack & Concrete Pad Details

Not to Scale

- GUIDE SPECIFICATIONS FOR THE HOOP OR INVERTED "U" BIKE RACK**
- 1.1 Summary
    - A. Bikes parked per bike rack unit = 2
    - B. Style shall be Hoop or Inverted "U" style as determined by the Engineer.
  - 1.2 Accessible Manufacturers
    - A. American Bicycle Security Company
    - B. Dura Bike Racks
  - 1.3 Materials
    - A. As per Manufacturer's Specifications
  - 1.4 Finishes
    - A. Hot Dip Galvanized or Powder Coated Color by Manufacturer
  - 1.5 Dimensions
    - A. Height: Minimum 34"
    - B. Width: Minimum 30"-34"
    - C. Spacing between Hoops = 30"
    - D. See Concrete Pad Detail for hoop placement
  - 1.6 Installation
    - A. Installation and Anchoring shall be per Manufacturer's Specifications

**SEVERAL NOTES**

1. Bike rack manufacturer may be substituted with approval of engineer of record but hoop or inverted "U" style must be used.
2. Bike rack shall be consistent with the design of the proposed structure on site and per the "BICYCLE FACILITIES PLANNING AND DESIGN HANDBOOK" (STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, 1997).



Standard & Handicap Parking Space Detail

Not to Scale

**Building and Lot Data**

Product Type:	Single Family Homes
Project Open Space:	80%
Minimum Open Space (per lot):	35%
Maximum Height:	2 Stories or 35 ft
Minimum Lot Size:	5,000 sq ft
Minimum Lot Width:	50'
Minimum Lot Depth:	100'
Maximum Lot Coverage:	85%
Minimum Parking:	2 Spaces per unit
Building Setbacks:	
Front Loaded Garage	25'
Side Loaded Garage	20'
Side Building	5'
Rear Building	20'
Min. Building Separation	10'
Side/Corner	10'

**Building and Lot Notes**

- Setbacks are minimum allowed.
- Corner lots shall designate a front and side.
- Front Yard Encroachment is maximum allowed.
- Garage access from side yards of a corner lot shall have minimum side setback at garage front of 20'.
- Accessory structures may have a maximum setback along side and rear yards of 5' subject to approval of a lot grading plan demonstrating that runoff will be contained on the subject lot or within designated drainage easements.
- All utility lines, including but not necessarily limited to, cable, telephone and electric, shall be underground.

**Site Data:**

Future Land Use:	Low Density
Zoning:	PUD
Total Units:	143
Gross Density:	3.2 upa
Total Area:	1,964,467 sq ft
Impervious Area:	790,838 sq ft
Right of Way:	194,256 sq ft
Lot Area:	572,032 sq ft
Recreational & Common Areas:	14,860 sq ft
Parcel A Dedication:	8,531 sq ft
Pervious Area:	1,174,428 sq ft
Right of Way:	177,227 sq ft
Lot Area:	356,022 sq ft
Recreational & Common Areas:	280,562 sq ft
Dry Retention Areas:	278,880 sq ft
Upland Pervious Areas:	129,187 sq ft
Parcel A Dedication:	8,531 sq ft

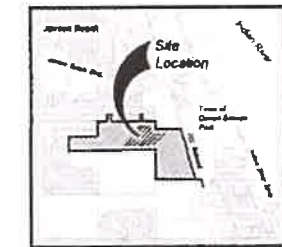
**General Notes:**

- Refer to Landscape Plan for landscape details and specifications.
- All site plan elements shall be reviewed and all required landscaping shall be installed prior to the issuance of a Certificate of Occupancy.
- Refer to Construction Drawings for location of traffic control devices.
- During construction activities, existing mature vegetation to be preserved (if any) shall be retained to act as buffers between adjacent lots, and to minimize nuisance dust, noise and air pollution. Barriers shall be used on site to preserve the vegetation to be used for this purpose.
- A detailed sign program for the community shall be submitted for review and approval prior to building permit issuance.
- The roads shown herein are pre-delineated roads that will be owned and maintained by the homeowners' association.
- All building, parking and access areas shall conform to the requirements of The Americans with Disabilities Act prior to the issuance of a building permit.
- Construction access shall be restricted to the main entrance on NE Skyline Drive.



101 E. Exchange Blvd., Suite 100, Fort Myers, FL 33901  
813-938-1001  
101 E. Exchange Blvd., Suite 100, Fort Myers, FL 33901  
813-938-1001

**Key / Location:**



**Project Team:**

Property Owner:	OSP West, LLC 6000 Sandpiper Lane SE Palm City, Florida 34989
Planner:	Lucido & Associates 101 E. Exchange Blvd. Fort Myers, Florida 33901
Engineer:	Orlando Engineering, Inc. 2146 NW 13th Avenue, Suite 419 Palm City, FL 34981
Surveyor:	OCY Incorporated Professional Surveyors and Engineers P.O. Box 1400 Palm City, FL 34981
Environmental Consultant:	EW Consultants 1880 NE Shalimar Commons Blvd. Suite 300 Palm City, FL 34989

**Ocean Breeze West PUD**

Town of Ocean Breeze  
Martin County, Florida

**Revised Master / Final Site Plan**

Date	By	Description
11-21-17	S.L.S.	PUD Assessment Submitted
05-21-18	S.L.S.	Updated PUD Plan Revisions
07-28-18	S.L.W.	Revised Pool / Street Traces



SCALE 1" = 100'

0 50 100 200

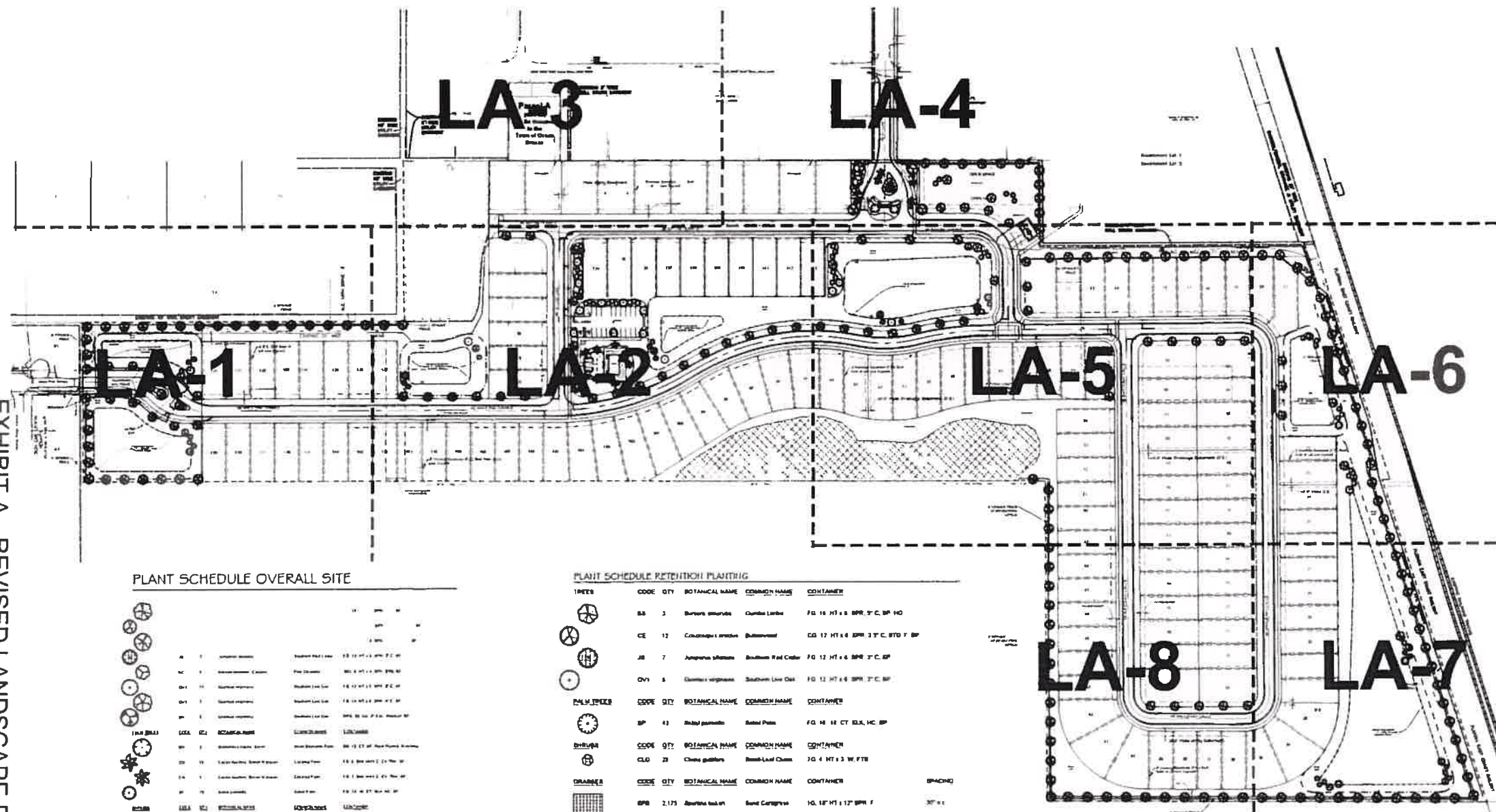
REC # 1018

Thomas P. Lucido

Designer:	SLS	Sheet
Manager:	DF	
Project Number:	16-130	
Mapsheet Number:		
Computer File:	Ocean Breeze West - Final Site Plan.dwg	

1 of 1

EXHIBIT A - REVISED LANDSCAPE PLAN



PLANT SCHEDULE OVERALL SITE

SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER
(Symbol)	LA-1	1	...	...	...
(Symbol)	LA-2	1	...	...	...
(Symbol)	LA-3	1	...	...	...
(Symbol)	LA-4	1	...	...	...
(Symbol)	LA-5	1	...	...	...
(Symbol)	LA-6	1	...	...	...
(Symbol)	LA-7	1	...	...	...
(Symbol)	LA-8	1	...	...	...

PLANT SCHEDULE RETENTION PLANTING

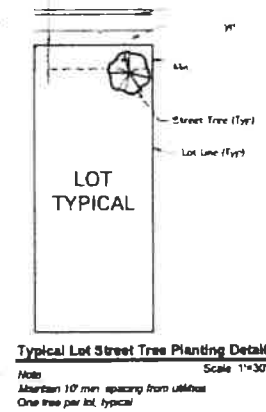
SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER
(Symbol)	LA-1	1	...	...	...
(Symbol)	LA-2	1	...	...	...
(Symbol)	LA-3	1	...	...	...
(Symbol)	LA-4	1	...	...	...
(Symbol)	LA-5	1	...	...	...
(Symbol)	LA-6	1	...	...	...
(Symbol)	LA-7	1	...	...	...
(Symbol)	LA-8	1	...	...	...

PLANT SCHEDULE STREET TREES

SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER
(Symbol)	LA-1	1	...	...	...
(Symbol)	LA-2	1	...	...	...
(Symbol)	LA-3	1	...	...	...
(Symbol)	LA-4	1	...	...	...
(Symbol)	LA-5	1	...	...	...
(Symbol)	LA-6	1	...	...	...
(Symbol)	LA-7	1	...	...	...
(Symbol)	LA-8	1	...	...	...

PLANT SCHEDULE PERIMETER BUFFER

SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER
(Symbol)	LA-1	1	...	...	...
(Symbol)	LA-2	1	...	...	...
(Symbol)	LA-3	1	...	...	...
(Symbol)	LA-4	1	...	...	...
(Symbol)	LA-5	1	...	...	...
(Symbol)	LA-6	1	...	...	...
(Symbol)	LA-7	1	...	...	...
(Symbol)	LA-8	1	...	...	...



**Maintenance of Street Trees**

All Street Trees within the Community as generally shown on the Ocean Breeze West PUD Landscape Plan, including Street Trees located on individual lots, are protected trees that cannot be replaced without the approval of The Town of Ocean Breeze and the Sea Vash Homeowner's Association (HOA). All Street Trees shall also be maintained in perpetuity by the HOA and the HOA shall have the right to enter onto each lot to maintain the Street Trees. Owners are prohibited from removing the Street Trees located within their individual lot and from installing any trees, landscaping or down stream irrigation on their lot that would interfere with the Association's right to maintain the Street Trees.

Required support from an individual lot shall be shown on the individual lot landscape plan submitted with the building permit application.

**Sheet Index:**

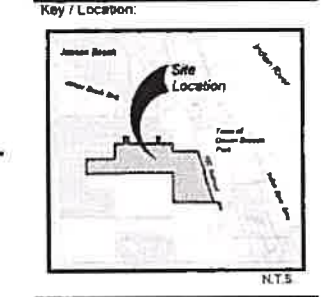
Plant Schedules / Data	CV
Landscape Plans	LA-1
Hardscape Details	LA-2
Details & Specifications	LA-3

**Typical Lot Street Tree Planting Detail**  
Scale 1"=30'

Note:  
Maintain 10' min spacing from utilities  
One tree per lot, typical

**lucido & associates**

PO Box 1000, Suite 1000, Palm Beach, FL 33480  
Tel: 561.833.1111, Fax: 561.833.1112  
www.lucidoassociates.com



**Project Team**

Client & Property Owner:  
Lucido & Associates  
701 East Ocean Boulevard  
West Palm Beach, FL 33411

Engineer:  
Graphic Engineering Inc.  
2748 NW 10th Avenue, Suite 100  
Palm City, FL 34989

Surveyor:  
OCY Incorporated  
Professional Surveyors and Mappers  
Corporate Office  
P.O. Box 1488  
Palm City, FL 34981

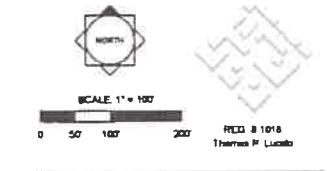
Recommended Consultant:  
DW Consulting  
1800 NE Broadway Commons Blvd  
Suite 200  
West Palm Beach, FL 33411

**Ocean Breeze West PUD**

Town of Ocean Breeze  
Martin County, Florida

Revised  
Landscape Plan  
Cover Sheet

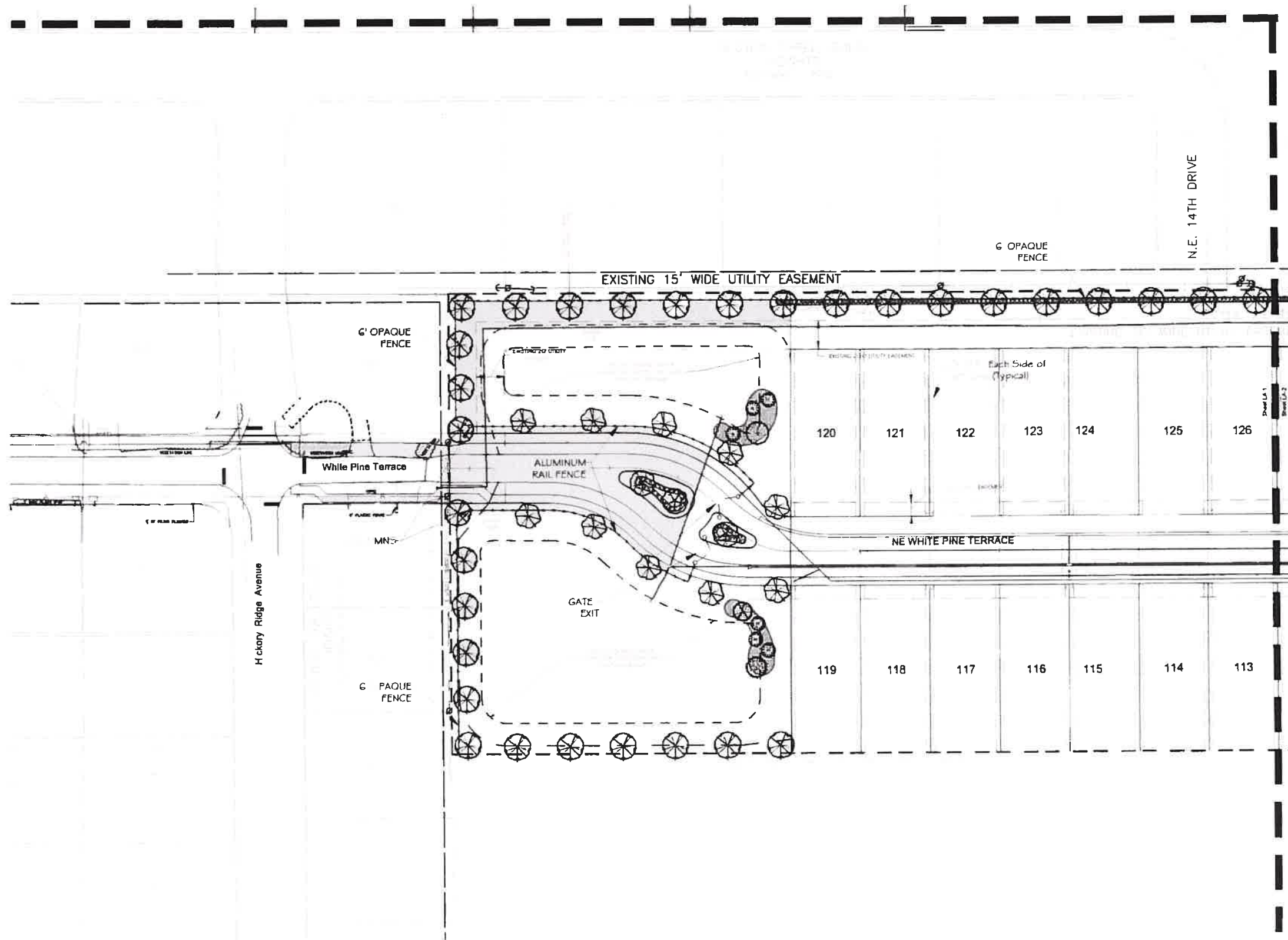
Date	By	Description
01.18.18	PG	Amendment Submittal
05.21.18	DC	Updated Per Plot Revisions
07.08.18	BW	Revised Plot / Street Trees



Designer: BW  
Manager: DC  
Project Number: 18-130  
Municipal Number: ---

Computer File: Ocean Breeze West - Landscape Plan - Final Estimate\_08\_18\_18

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**lucido & associates**

1000 W. US Highway 1, Suite 100, Fort Lauderdale, FL 33304  
 Phone: (954) 341-1121 Fax: (954) 341-1122  
 Email: info@lucido.com Website: www.lucido.com

**Key / Location:**

N.T.S.

**Project Team:**

**Client & Property Owner:**

**Planner:** Lucido & Associates  
 1000 W. US Highway 1, Suite 100  
 Fort Lauderdale, FL 33304

**Engineer:** Lucido Engineering Inc.  
 2140 NW 14th Street, Suite 110  
 Fort Lauderdale, FL 33304

**Surveyor:** OCY Incorporated  
 Professional Surveyors and Mapmakers  
 1000 W. US Highway 1, Suite 100  
 Fort Lauderdale, FL 33304

**Environmental Consultant:** ETS Consultants  
 1800 NE 14th Avenue, Suite 200  
 Fort Lauderdale, FL 33304

**Ocean Breeze West PUD**

Town of Ocean Breeze  
 Martin County, Florida

**Revised Landscape Plan**

Date	By	Description
01.15.18	PG	Amendment Submittal
05.21.18	DC	Updated Per Plat Revisions
07.08.19	BW	Revised Pool / Street Trees

**North Arrow**

**SCALE 1" = 30'**

0 15' 30' 45'

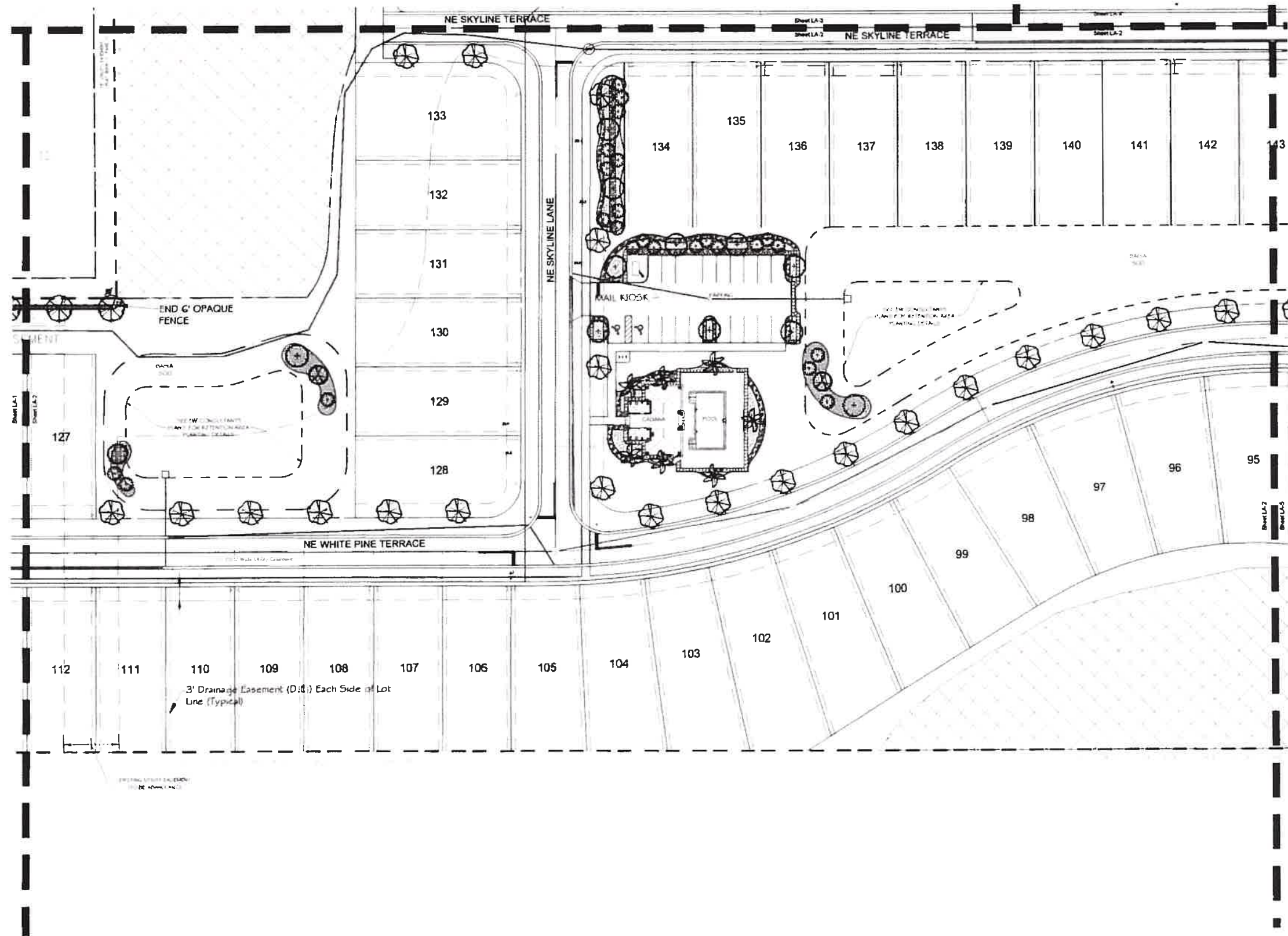
RED © 2018  
 Thomas P. Lucido

**Designer:** BW **Sheet:**

**Manager:** DF

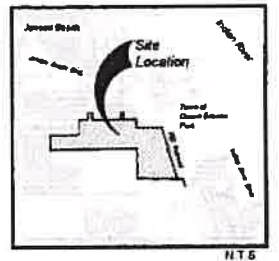
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**Computer File:** Ocean Breeze West Landscape Plan Final Eirplan\_BW\_2019.dwg



1000 Lucido Blvd., Suite 100, Palm Beach, FL 33480  
 (561) 844-1000 Fax: (561) 844-1001  
 1000 Lucido Blvd., Suite 100, Palm Beach, FL 33480  
 (561) 844-1001 Fax: (561) 844-1001

Key / Location:



Project Team:

Client & Property Owner:

Planner: Lucido & Associates  
 701 East Ocean Boulevard  
 Suite 100, Palm Beach, FL 33480  
 Engineer: Lucido & Associates, Inc.  
 2741 NE 13th Avenue, Suite 110  
 Palm City, FL 34984  
 Surveyor: GCT Engineering  
 Professional Surveyors and Mapping  
 1000 NE 13th Avenue  
 Palm City, FL 34984  
 Environmental Consultant: ETC Consultants  
 1880 NE 13th Avenue, Suite 200  
 Palm City, FL 34984

## Ocean Breeze West PUD

Town of Ocean Breeze  
 Martin County, Florida

Revised  
 Landscape Plan

Date	By	Description
01.15.18	PG	Amendment Submittal
05.21.18	DC	Updated Plan / Plant Revisions
07.26.18	BW	Revised Pool / Street Trees



SCALE 1" = 30'

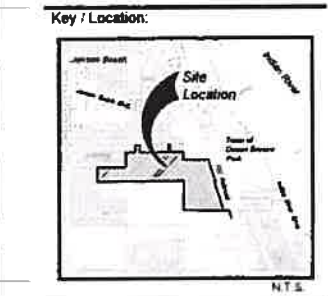


RED 1018  
 Thomas P. Lucido

Designer: BW  
 Manager: DF  
 Project Number: 18-130  
 Map Sheet Number: —  
 Sheet: **LA-2**

Computer Plot: Ocean Breeze West - Landscape Plan - Final Elevation, 07/26/18.dwg

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Project Team:

Client & Property Owner:  
Lucido & Associates  
731 East Ocean Boulevard  
Pompano Beach, FL 33062

Planner:  
Lucido & Associates  
731 East Ocean Boulevard  
Pompano Beach, FL 33062

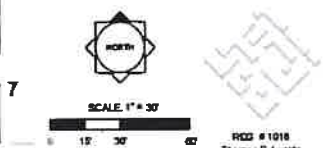
Engineer:  
Gorham Engineering Inc.  
2740 NW 10th Avenue, Suite 418  
Pompano Beach, FL 33062

Surveyor:  
Gorham Engineering Inc.  
2740 NW 10th Avenue, Suite 418  
Pompano Beach, FL 33062

Environmental Consultant:  
Gorham Engineering Inc.  
2740 NW 10th Avenue, Suite 418  
Pompano Beach, FL 33062

**Ocean Breeze West PUD**  
Town of Ocean Breeze  
Marlin County, Florida  
Revised  
Landscape Plan

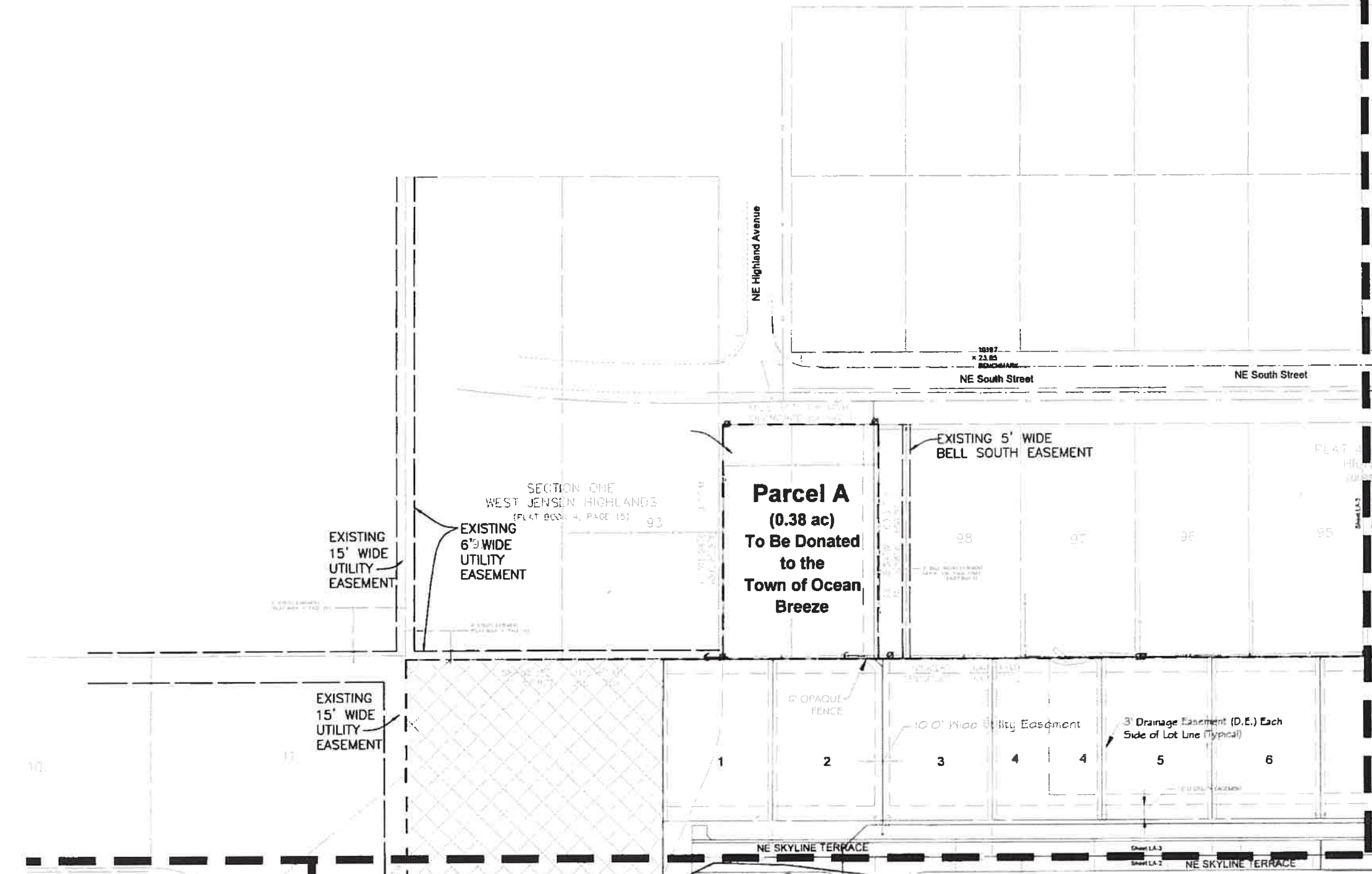
Date	By	Description
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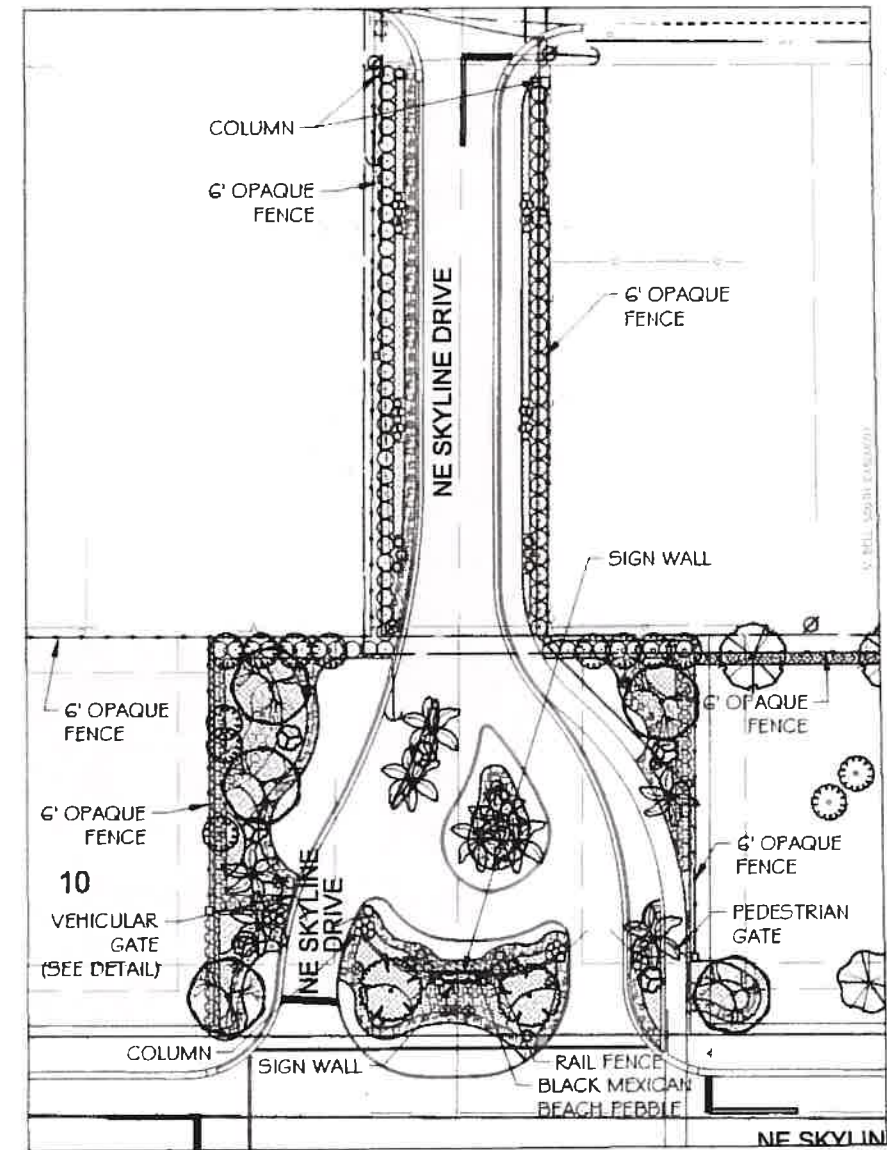


Designer: BW  
Manager: DF  
Project Number: 18-130  
Municipal Number: LA-3

Computer File: Ocean Breeze West - Landscape Plan - Pool Easement\_18-130 18.dwg

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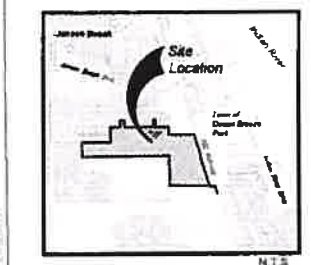


**Entrance Detail Plan**  
**Scale: 1"=20'**



11. J. Kiefer, *Stat. Theory of Estimation*, 1976.  
 12. J. Kiefer, *Stat. Theory of Estimation*, 1976.  
 13. J. Kiefer, *Stat. Theory of Estimation*, 1976.

## Key / Location.



### Project Team

**Chief &  
Property Officer**

Planners:	Lewis & Associates 731 East Ocean Boulevard Shore, Florida 33464
Engineer:	Griffin Engineering, Inc. 2101 6th Street, Dennis Blvd. Bldg. #10 Palm City, FL 34980
Subcontract:	CCY International Professional Surveyors and Mappers Corporate Office 402 S.W. 100th Palm City, FL 34981
Environmental Consultant:	FW Consultants 1500 SE Military Community Blvd. Suite 201 Boca, FL 33400

**Ocean Breeze West  
PUD**

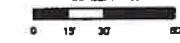
Town of Ocean Breeze  
Martin County, Florida

Revised  
Landscape Plan

Date	By	Description
01.16.18	PG	Amendment Submittal
05.21.18	DC	Updated Per Plat Revisions
07.05.18	BW	Revised Plat / Street Trees



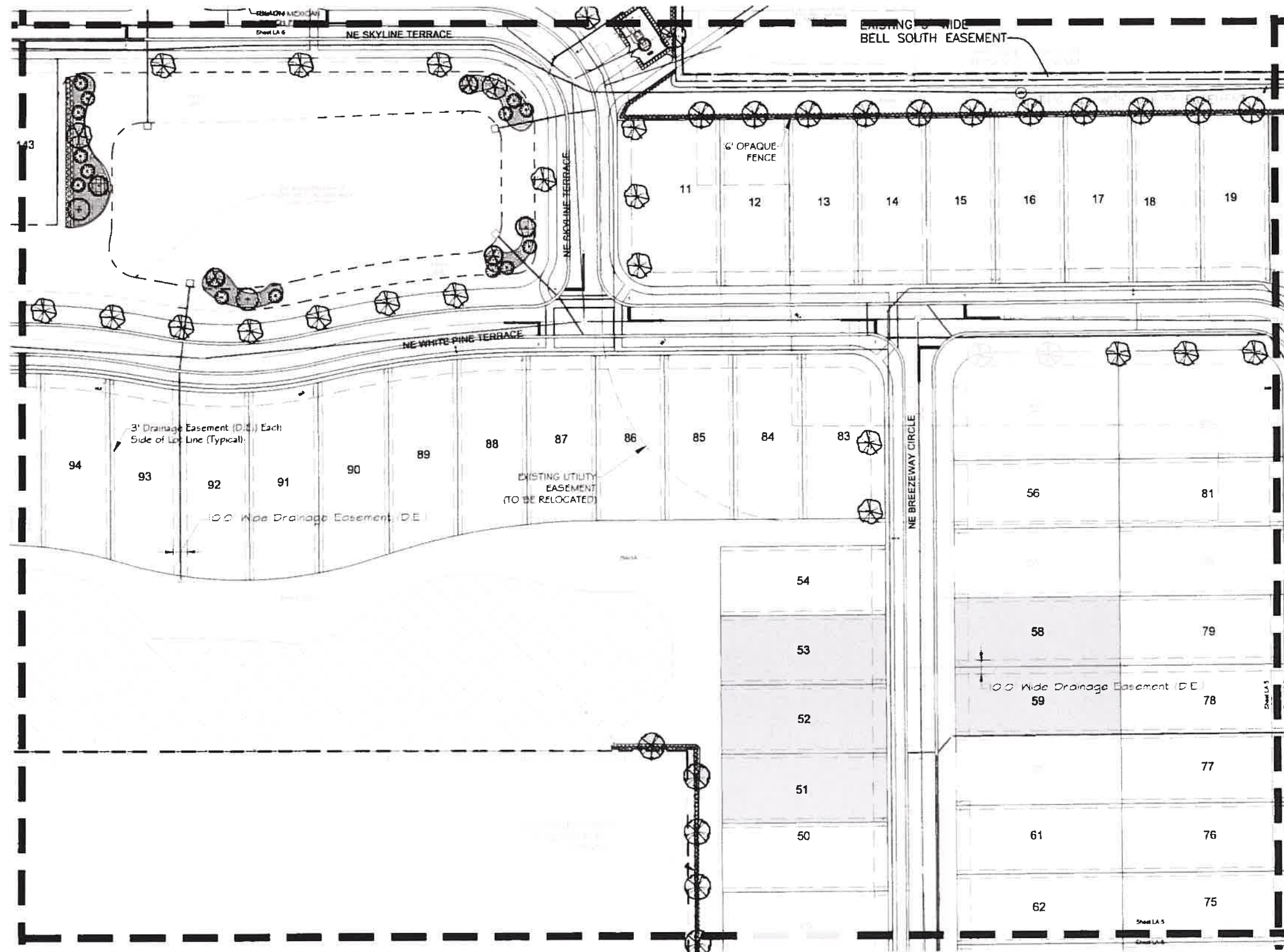
SCALE 1" = 30'



7            RDC # 1018  
             Thomas P. Lundy

Designer **BW** Sheet  
 Manager **DF**  
 Project Number **18-130**  
 Municipal Number **LA-4**

Copyright File Cross Brown West Landscape Plan Final Estimate\_04\_03\_18.dwg



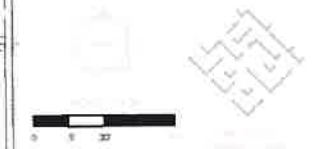
**lucido & associates**



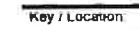
Client & Property Owner:

# **Ocean Breeze West PUD**

Revised Landscape Plan



**LA-5**

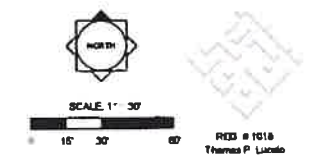
**Client & Property Owner**

<b>Planner:</b>	Lewis & Associates 791 East Ocean Boulevard Boca Raton, Florida 33431
<b>Engineer:</b>	Orlando Engineering Inc. 2748 SW 27th Avenue Blvd., Suite #10 Palm City, FL 34988
<b>Subcontractors:</b>	DCV International Professional Surveyors and Mapping Corporate Office P O Box 1408 Palm City, FL 34981
<b>Owner/consultant/Engineer/Architect:</b>	FW Community 1000 E. University Community Blvd. Suite 200 Boca Raton, FL 33435

Town of Ocean Breeze  
Martin County, Florida

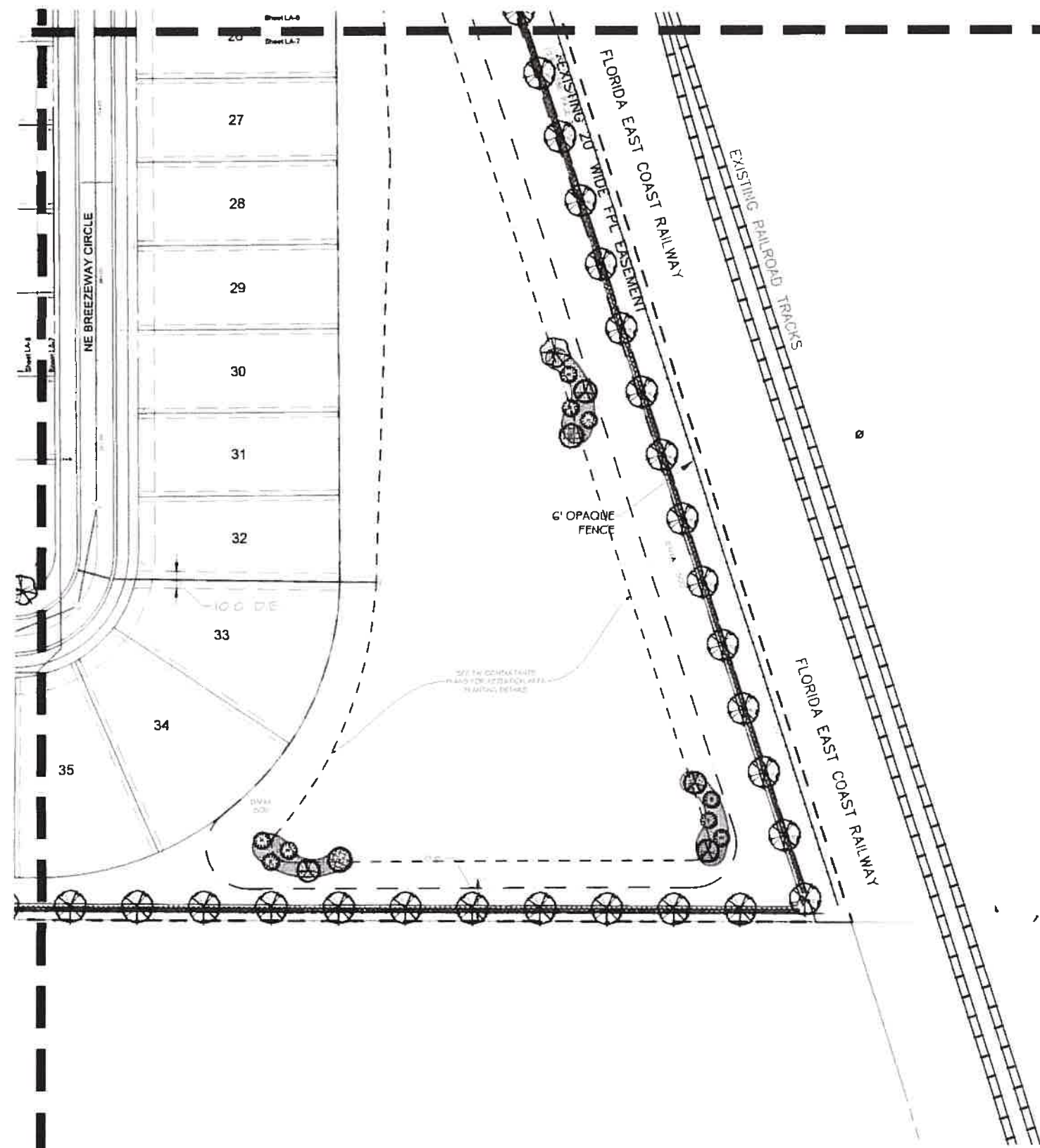
## Revised Landscape Plan

Date	By	Description
01.18.18	PG	Amendment Submittal
05.21.18	DC	Updated Per Plat Revisions
07.08.19	BW	Revised Plat / Street Trees



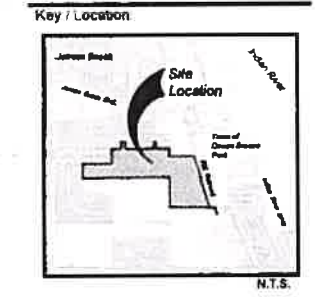
Designer: BW Sheet  
 Manager: DF  
 Project Number: 18-130  
 Municipal Number: ---  
 Computer File: Ocean Breaks Word - Landscape Plan Post Exported\_BW.d

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**lucido & associates**

775 E. Ocean Blvd., Suite 300, Pompano Beach, FL 33062  
 954.781.1111  
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**Project Team**

**Client & Property Owner:**

**Planner:** Lucido & Associates  
 775 E. Ocean Blvd., Suite 300  
 Pompano Beach, FL 33062

**Engineer:** Grubbs Engineering, Inc.  
 3740 SW 10th Avenue, Suite 210  
 Pompano Beach, FL 33062

**Surveyor:** GCS Incorporated  
 Professional Surveyors and Mapmakers  
 1000 SW 10th Avenue  
 Pompano Beach, FL 33062

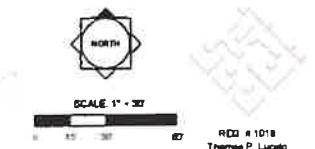
**Environmental Consultant:** JMI Consultants  
 1800 SE Highway 1A, Suite 200  
 Pompano Beach, FL 33062

**Ocean Breeze West PUD**

Town of Ocean Breeze  
 Martin County, Florida

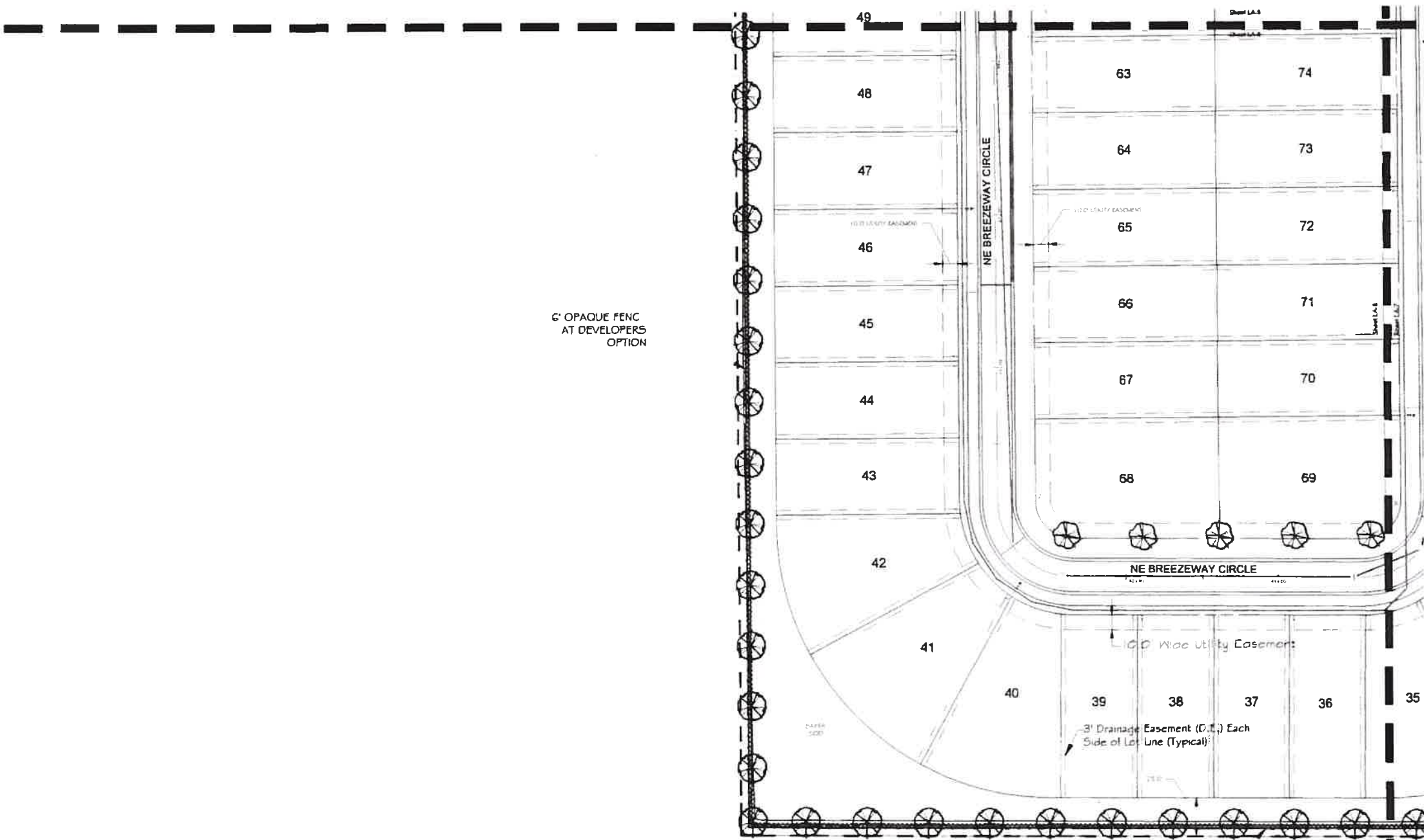
**Revised Landscape Plan**

Date	By	Description
01.18.18	PG	Approved Submittal
05.21.18	DC	Updated Plan / Plant Materials
07.06.18	BW	Revised Pool / Street Trees

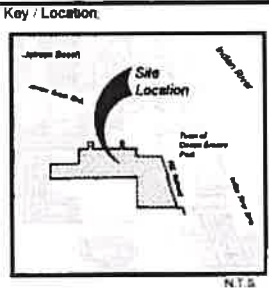


**Design:** BW  
**Manager:** DF  
**Project Number:** 16-130  
**Manuscript Number:** LA-7

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3715 Ocean Blvd., Suite 1000, Miami, FL 33133  
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**Project Team**

**Client & Property Owner:**

**Planner:** Lucido & Associates  
701 East Ocean Boulevard  
Miami, Florida 33133

**Engineer:** Grubbs Engineering, Inc.  
3714 NE Ocean Blvd., Suite 100  
Palm City, FL 34989

**Surveyor:** GUY Incorporated  
Professional Surveyors and Mapmakers  
P.O. Box 1488  
Palm City, FL 34981

**Environmental Consultant:** CW Consultants  
1000 NE Highway 1A, Suite 200  
Palm City, FL 34981

**Ocean Breeze West PUD**  
Town of Ocean Breeze  
Marin County, Florida  
**Revised Landscape Plan**

Date	By	Description
01.16.18	PG	Amendment Submitted
05.21.18	DC	Updated Plan / Plot Revisions
07.09.18	BW	Revised Pool / Street Trees

**SCALE: 1" = 30'**

**North Arrow**

**Legend:**

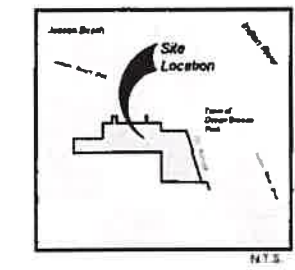
- 15' 30' 45'
- RDD # 1016
- Theresa P. Lucido

**LA-8**

Designer: BW  
Manager: DF  
Project Number: 16-130  
Revision Number:

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**Key / Location.**



**Project Team.**

Client & Property Owner:

Planner: Lucido & Associates  
 721 1st Street, Suite 100  
 Fort Lauderdale, FL 33304

Engineer: Quanta Engineering, Inc.  
 3745 NW 11th Street, Suite 410  
 Fort Lauderdale, FL 33304

Surveyor: OCT, Incorporated  
 Professional Surveyors and Mappers  
 Corporate Office  
 P.O. Box 1499  
 Fort Lauderdale, FL 33304

Geotechnical Consultant: PTH Consultants  
 1000 SE Broward Community Blvd.  
 Suite 200  
 Fort Lauderdale, FL 33304

**Ocean Breeze West PUD**

Town of Ocean Breeze  
 Martin County, Florida

**Revised Entrance Hardscape**

Date	By	Description
01.18.18	PG	Amendment Submittal
05.21.18	DC	Updated Per Plot Revisions
07.08.18	BW	Revised Pool / Street Trees



SCALE: 1" = 4' NA

0' NA NA NA NA

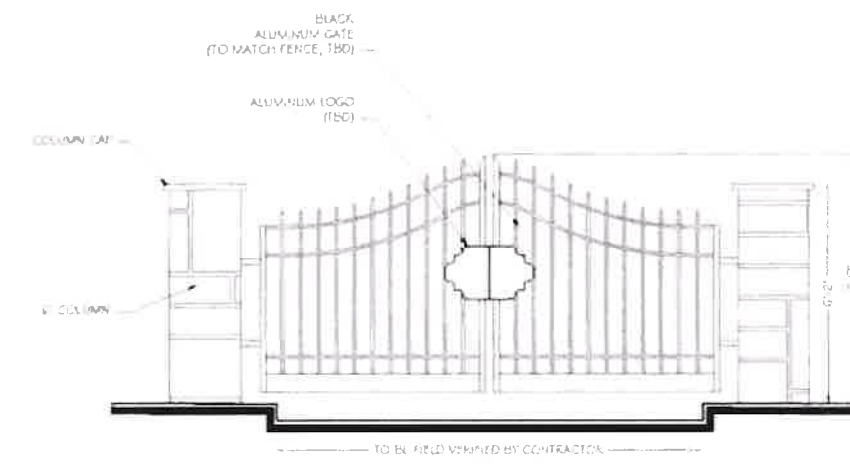
RED # 1018  
 Thomas P. Lucido

Designer: BW  
 Manager: DF  
 Project Number: 18-130

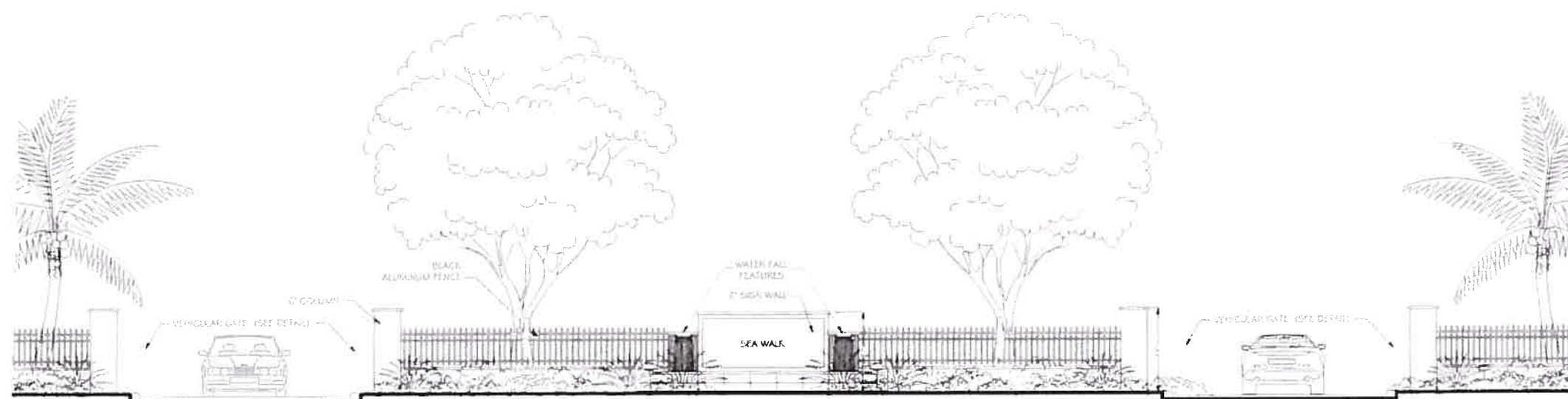
**LA-9**

Computer File: Ocean Breeze West - Landscape Plan - Final Comments\_BW\_7.28.1

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**VEHICULAR GATE - DESIGN DETAIL**  
 SCALE: 1/2" = 1'-0"



**SIGN WALL, COLUMNS, & RAIL - DESIGN DETAIL**  
 SCALE: 1/4" = 1'-0"

# LANDSCAPE SPECIFICATIONS

## PART 1: GENERAL CONDITIONS

- 1.01 **SCOPE:**  
A. The landscape contract includes the supplying and planting of all trees, shrubs, vines, and ground cover together with all necessary staking, mulching, and materials needed for the successful completion, execution and maintenance of the landscape plan.
- 1.02 **AGENCY STANDARDS:**  
A. Grades and standards of plant materials to be used shall be true to name, size, condition and graded Florida #1 or better as stated in Grades and Standards of Florida Plant database published by the State of Florida Department of Agriculture, Tallahassee, Florida.
- 1.03 **SITE DEMONSTRATION:**  
A. The Landscape Contractor shall personally examine the site and fully understand how/where all of the existing conditions or areas that no longer/understanding may afterwards occur so as to the character or extent of the work to be performed, and additionally, in order to be required how/where all of the conditions to be taken to ensure the most likely to properly or persons. No additional compensation will be granted because of any unusual difficulties which may be encountered in the execution or maintenance of any portion of the work.
- 1.04 **EROSION AND OVERSIGHT:**  
A. The plant list is a part of the drawings and is furnished as a reference. The plant list includes the name, size and quantities of specific plant materials to be used for and is located on the drawings. The Landscape Contractor is responsible for his/her own quantity used, and any discrepancy between drawings and plant list shall be considered as correct on the drawings.
- 1.05 **THE LANDSCAPE CONTRACTOR SHALL NOT TAKE ADVANTAGE OF ERRORS OR OMISSIONS IN THE QUANTITIES OF PLANTING DRAWINGS. Full instructions will be given if such errors are discovered. Upon the discovery of any discrepancies in, or omissions from the drawings or documents, or should the Landscape Contractor be in doubt as to their meaning, the Landscape Architect shall be notified and will determine the actions necessary to such duty.**
- 1.06 **IF PLANT AND SPECIFICATIONS ARE FOUND TO DISAGREE AFTER THE CONTRACT IS SIGNED, THE LANDSCAPE ARCHITECT SHALL BE THE JUDGE AS TO WHICH WILL BE OBSERVED.**
- 1.07 **OCCUPATION OF THE WORK:**  
A. The Landscape Contractor shall have his best crew members directed by a foreman well versed in plant materials, planting methods, finishing materials, and maintenance between job and survey in order to ensure installation correctly and in a timely manner.
- 1.08 **THE LANDSCAPE CONTRACTOR SHALL PROVIDE A COMPETENT ENGLISH-SPEAKING FOREMAN ON THE PROJECT AT ALL TIMES, WHO SHALL BE FULLY SUBMITTED TO THE CONTRACTOR'S REPORT ON THE WORK. The Superintendent shall be capable of reading and thoroughly understanding the Plans, Specifications and other Contract Documents. If the Superintendent is deemed incompetent by the Landscape Architect, he (the Superintendent) shall be immediately replaced.**
- 1.09 **THE LANDSCAPE CONTRACTOR SHALL BE AVAILABLE FOR ANY MEETINGS WITH THE OWNER AND/OR LANDSCAPE ARCHITECT DURING REPRESENTATION OF THE JOB. Any additional work or changes required as a result of failure to communicate with the Owner or Landscape Architect during representation will be the responsibility of the Landscape Contractor.**
- 1.10 **PROTECTION OF PUBLIC AND PROPERTY:**  
A. The Landscape Contractor shall protect all materials and work against injury from any cause and shall provide and maintain all necessary safeguards for the protection of the public, his shall be held responsible for any damage or injury to persons or property which may occur as a result of his fault or negligence in the execution of the work, i.e., damage to underground pipes or cables.
- 1.11 **CHANGES AND EXTENDS:**  
A. The Contractor shall not start work on any changes or "extras" in the project until a written agreement setting forth the adjusted price has been submitted by the Owner and the Contractor. Any work performed on changes or "extras" prior to execution of a written agreement may or may not be compensated for by the Owner at his discretion.
- 1.12 **GUARANTEE:**  
A. The Landscape Contractor shall furnish a written guarantee warranting all materials, workmanship and plant materials, except seed, for a period of ONE (1) YEAR from the time of completion and acceptance by the Landscape Architect and Owner. Seed shall be guaranteed for 90 calendar days after acceptance by the Landscape Architect and Owner. All plant materials shall be able and in satisfactory condition and growth for each specific kind or plant at the end of the guarantee period. The guarantee of plant material shall be considered to mean complete and immediate replacement with plant material of the same variety, type, size, quality and grade as that of the original material. During the guarantee period it shall be the responsibility of the Landscape Contractor's responsibility to immediately replace any seed or seedlings material as determined by the Landscape Architect. The guarantee will be void and void if plant material is damaged by lightning, lightning, force winds, or any other acts of God, or any other conditions or lack of proper maintenance.
- 1.13 **At the end of the specified guarantee period, any plant required under this contract that is dead or not in satisfactory condition, or determined by the Landscape Architect, shall be replaced. The Landscape Contractor shall be responsible for the full replacement cost of plant materials for the first replacement and other subsequent replacements (a) made equally with the Owner, should the replacement plant fail to survive.**
- 1.14 **CARE AND MAINTENANCE:**  
A. The Landscape Contractor shall be responsible for the care and maintenance of all plant materials and provide a written schedule and final acceptance by the Owner or Landscape Architect.
- 1.15 **The Owner agrees to provide the maintenance for each care and maintenance.**
- 1.16 **SAFETY:**  
A. It shall be the responsibility of the Landscape Contractor to protect all persons from injury and to avoid property damage. Adequate safety standards shall be provided and maintained during the progress of the work.
- 1.17 **It shall be the contractor's responsibility to conform to all local, state, and federal safety laws and codes including the Federal Occupational Safety and Health Act (OSHA).**
- 1.18 **CONTRACTOR QUALIFICATION:**  
A. The Owner may require the general contractor (a) to qualify him/herself to be a responsible entity by furnishing any or all of the following documentary data:  
1. A financial statement showing assets and liabilities of the contractor current to date.  
2. A listing of all less than 12 completed projects of similar scope and nature.  
3. Payment record and address of plant of business.  
4. The number of repeat complaints of the organization and length of time the organization has been in business under the present name.
- 1.19 **INSURANCE AND BONDING:**  
A. The contractor (a) shall submit proof of insurance for the job for the time period that the work is done. The minimum amount of insurance shall be \$300,000.00 per person and \$300,000.00 per aggregate or as required by owner and agreed to in the contract. The contractor shall be required to have the minimum in effect before beginning work on the job.
- 1.20 **The Owner shall have the right to require the Contractor to furnish bonds covering financial performance of the Contract and payment obligations arising thereunder as mandated in building requirements or specifically required in the Contract Documents on the date of execution of the Contract.**
- 1.21 **PERMITS AND CERTIFICATES:**  
A. All contractors shall secure and pay for all permits and certificates required for his/her class of work.

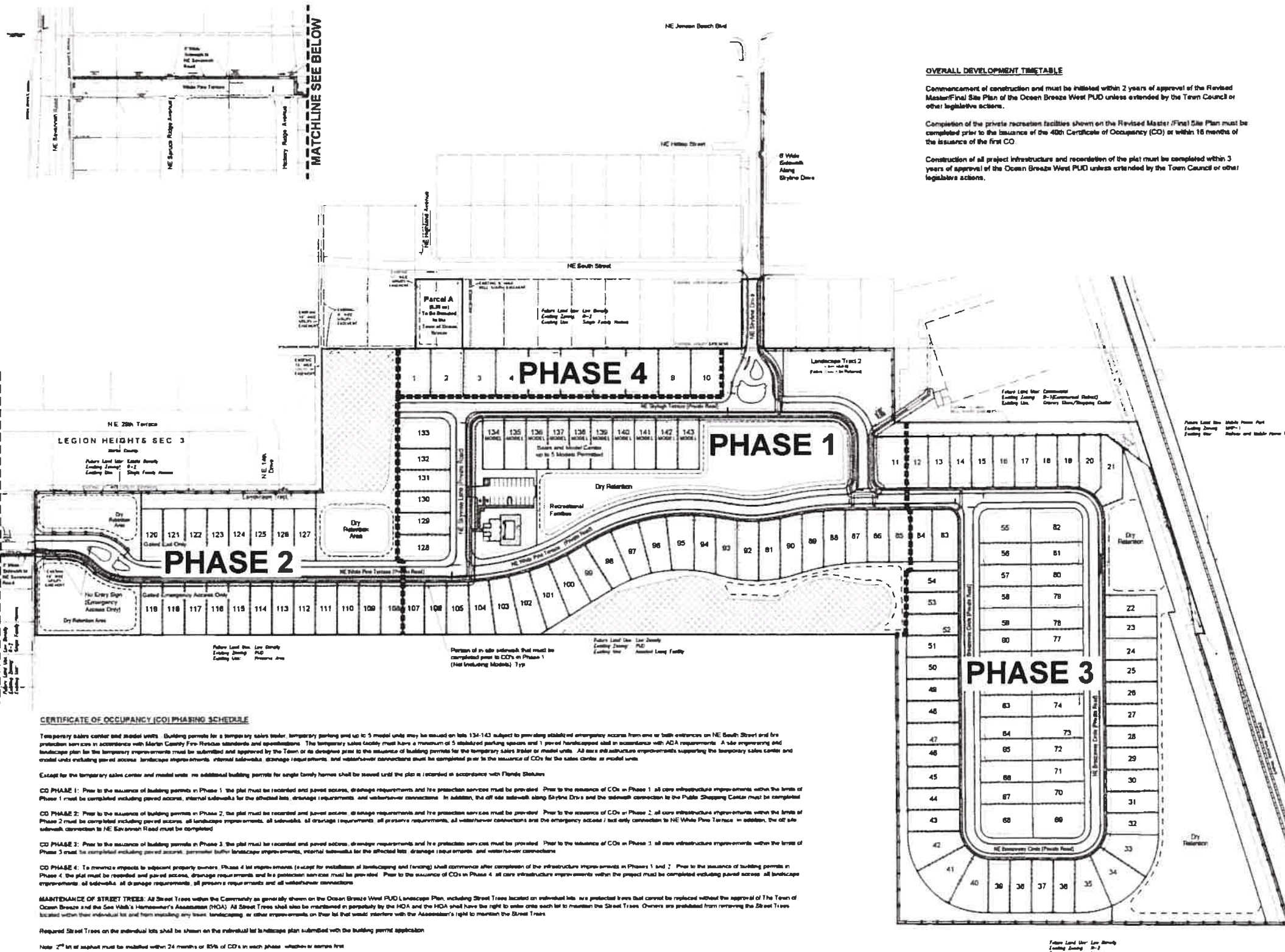
## PART 2: MATERIALS

- 2.01 **PLANT MATERIALS:**  
A. A complete list of plants is shown on the drawings, including a schedule of quantities, sizes, and such other requirements deemed necessary. In the event discrepancies occur, the specifications on the drawings shall govern.
- 2.02 **Substitutions:** Substitutions of plant materials or changes in size or spacing of materials will be permitted ONLY upon written authorization by the Owner or the Landscape Architect. If plant material is not of sufficient size to meet specifications, a letter of variance from the appropriate agency must be submitted by the Contractor prior to removal of any change order. If material of similar size to be substituted, the quantity of materials shall be increased at the minimum cost to the Owner, to meet the intent of the drawings.
- 2.03 **All plant materials shall have a label of growth that is normal for the species and shall be healthy, vigorous and equal to or exceed the measurements specified in the plant list, which are the minimum acceptable sizes. Plants shall be removed before planting to the specified normal position. Any necessary pruning shall be done at the time of planting.**
- 2.04 **All plant materials shall be nursery grown, unless otherwise noted. Florida #1 or simply only all reported inspections, grading standards and plant regulations are set forth by the Florida Department of Agriculture Grades and Standards for Nursery Plants, most current edition and Grades and Standards for Nursery Plants, most current edition.**
- 2.05 **Plants that do not have the normal balance of height and spread typical for the respective plant list shall be unacceptable.**
- 2.06 **The Landscape Contractor shall install signs that display the best side. Substitutions may be required if plants are not installed properly and/or approved by the Landscape Architect at his additional cost to owner.**

## 2.02 PROTECTION

- 2.02 **PROTECTION:**  
A. The Landscape Architect and Owner may inspect trees and shrubs at place of growth and at site before planting, but compliance with requirements for growth, spacing, variety, size and quality. The Landscape Architect and Owner retain the right to further inspect trees and shrubs for size and condition of buds and root systems, insects, repairs and label damage, and to reject unsatisfactory or defective material at any time during progress of work. Rejected plant materials shall be immediately removed from project site.
- 2.03 **PROTECTION OF PLANT MATERIALS:**  
A. Balled and burlapped plants (B & B) shall be dug with three round bales of earth of sufficient diameter and depth to encompass the fibrous and feeding root system necessary for full recovery of the plant. Bales shall be firmly wrapped with burlap under materials and bound with cord, rope, or wire mesh. All balled plants shall be balled and burlapped.
- 2.04 **Plants with broken, damaged or broken burlap shall be rejected.**
- 2.05 **All plant material shall be protected from possible bark injury or breakage of branches. All plants transported by open trucks shall be adequately covered to prevent weathering, drying or damage to plants.**
- 2.06 **Plants which cannot be planted immediately on delivery to the site shall be covered with moist soil, plastic or other protection from the drying of wind and sun. All plants shall be covered as necessary to the Landscape Contractor until planted.**
- 2.07 **STORAGE:**  
A. All plant materials shall be stored on the site in designated areas, specified by the Landscape Architect or Owner's agent.
- 2.08 **No plant material shall be stored longer than seventy-two (72) hours unless approved by the Landscape Architect and/or owner.**
- 2.09 **The Landscape Architect reserves the right to report any plant materials not in compliance with these specifications.**
- 2.10 **All rejected material shall be immediately removed from the site and replaced with acceptable material at the cost to the Owner.**
- 2.11 **PROTECTION DURING PLANTING:**  
A. Trees moved by truck or crane shall be thoroughly protected from chain marks, girdling or bark damage by means of burlap, weed burlap or other approved methods. Burlap shall NOT be attached to the bark with nails.
- 2.12 **PLANTING SIZE:**  
A. Planting and for all plantings shall consist of making native soil and shall be free of debris, roots, clay, stones, plants or other foreign materials which might be a hindrance to planting operations or be detrimental to good growth.
- 2.13 **FOURTEEN:**  
A. Commercial fertilizer shall comply with the state fertilizer laws. Nitrogen shall be the base N-16. All fertilizers shall be applied to the soil in accordance with the following table:  
1. Nitrogen 16-16-16  
2. Phosphate 16-16-16  
3. Potash 16-16-16  
4. Sulfur 16-16-16  
5. Zinc 16-16-16  
6. Manganese 16-16-16  
7. Copper 16-16-16  
8. Boron 16-16-16  
9. Iron 16-16-16  
10. Magnesium 16-16-16  
11. Calcium 16-16-16  
12. Sodium 16-16-16  
13. Chlorine 16-16-16  
14. Fluorine 16-16-16  
15. Iodine 16-16-16  
16. Selenium 16-16-16  
17. Vanadium 16-16-16  
18. Molybdenum 16-16-16  
19. Silicon 16-16-16  
20. Strontium 16-16-16  
21. Barium 16-16-16  
22. Lead 16-16-16  
23. Tin 16-16-16  
24. Antimony 16-16-16  
25. Bismuth 16-16-16  
26. Arsenic 16-16-16  
27. Tellurium 16-16-16  
28. Polonium 16-16-16  
29. Astatine 16-16-16  
30. Francium 16-16-16  
31. Radium 16-16-16  
32. Actinium 16-16-16  
33. Thorium 16-16-16  
34. Protactinium 16-16-16  
35. Uranium 16-16-16  
36. Neptunium 16-16-16  
37. Plutonium 16-16-16  
38. Americium 16-16-16  
39. Curium 16-16-16  
40. Berkelium 16-16-16  
41. Californium 16-16-16  
42. Einsteinium 16-16-16  
43. Fermium 16-16-16  
44. Mendelevium 16-16-16  
45. Nobelium 16-16-16  
46. Lawrencium 16-16-16  
47. Rutherfordium 16-16-16  
48. Dubnium 16-16-16  
49. Seaborgium 16-16-16  
50. Bohrium 16-16-16  
51. Hassium 16-16-16  
52. Meitnerium 16-16-16  
53. Darmstadtium 16-16-16  
54. Roentgenium 16-16-16  
55. Copernicium 16-16-16  
56. Dubnium 16-16-16  
57. Rutherfordium 16-16-16  
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74. Dubnium 16-16-16  
75. Rutherfordium 16-16-16  
76. Seaborgium 16-16-16  
77. Bohrium 16-16-16  
78. Hassium 16-16-16  
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147. Rutherfordium 16-16-16  
148. Seaborgium 16-16-16  
149. Bohrium 16-16-16  
150. Hassium 16-16-16  
151. Meitnerium 16-16-16  
152. Darmstadtium 16-16-16  
153. Roentgenium 16-16-16  
154. Copernicium 16-16-16  
155. Dubnium 16-16-16  
156. Rutherfordium 16-16-16  
157. Seaborgium 16-16-16  
158. Bohrium 16-16-16  
159. Hassium 16-16-16  
160. Meitnerium 16-16-16  
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162. Roentgenium 16-16-16  
163. Copernicium 16-16-16  
164. Dubnium 16-16-16  
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166. Seaborgium 16-16-16  
167. Bohrium 16-16-16  
168. Hassium 16-16-16  
169. Meitnerium 16-16-16  
170. Darmstadtium 16-16-16  
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EXHIBIT A - REVISED C.O. PHASING PLAN

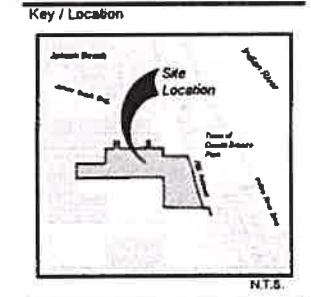


**OVERALL DEVELOPMENT TIMETABLE**

Commencement of construction and must be initiated within 2 years of approval of the Revised Master/Final Site Plan of the Ocean Breeze West PUD unless extended by the Town Council or other legislative actions.

Completion of the private recreation facilities shown on the Revised Master/Final Site Plan must be completed prior to the issuance of the 40th Certificate of Occupancy (CO) or within 18 months of the issuance of the first CO.

Construction of all project infrastructure and recreation of the plan must be completed within 3 years of approval of the Ocean Breeze West PUD unless extended by the Town Council or other legislative actions.



**Project Team:**

Property Owner: OBP West, LLC  
10000 Bonaventure Parkway, Suite 100  
Fort Lauderdale, Florida 33308

Planners: Lucido & Associates  
791 East Ocean Boulevard  
Fort Lauderdale, Florida 33304

Engineer: Civitas Engineering, Inc.  
2740 NW 36th Avenue, Suite 200  
Fort Lauderdale, Florida 33309

Surveyor: CIVIL ENGINEERING  
Professional Surveyors and Engineers  
Corporate Office  
P.O. Box 1488  
Fort Lauderdale, Florida 33301

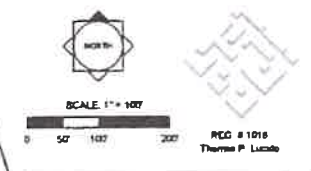
Environmental Consultant: CIVIL ENGINEERING  
10000 Bonaventure Parkway, Suite 100  
Fort Lauderdale, Florida 33308

**Ocean Breeze West PUD**

Town of Ocean Breeze  
Martin County, Florida

**Revised  
C.O. Phasing Plan  
and  
Development Timetable**

Date	By	Description
11-2-17	S.L.S.	PUD Amendment Substantial
05-21-18	S.L.S.	Updated Plan/Final Map
07-08-18	B.W.	Revised Pool / Street Trees



Designer	ESB	Sheet
Manager	DF	
Project Number	18-130	
Municipal Number	---	
Computer File	Ocean Breeze West Final Site Plan.dwg	

1 of 1