



**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 28th day of February, 2017.

APPROVED AND ADOPTED on Second Reading this 13th 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

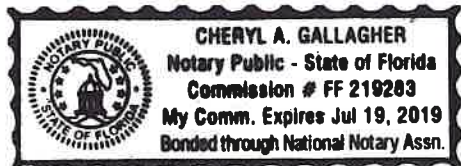
OWNER'S ACKNOWLEDGMENT

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)



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.*

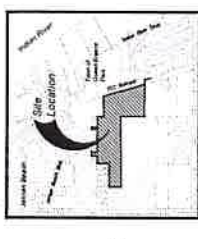
- a. No fertilizers containing phosphorus shall be applied to turf or landscape plants in unincorporated Martin County unless a soil or plant tissue deficiency of "low" or "very low" is verified by a UF/IFAS approved testing methodology. When a deficiency has been verified, the application of fertilizer 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.

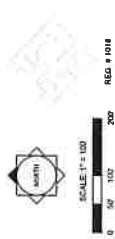
- d. No applicator shall apply fertilizers containing nitrogen and/or phosphorus to turf and/or landscape plants during prohibited application periods, or to saturated soils.
3. *Prohibited application period.* No fertilizer containing nitrogen or phosphorus shall be applied between June 1 and September 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.



Project: Ocean Breeze West PUD
Location: Ocean Breeze West PUD, Fort Lauderdale, FL
Design: Lucido & Associates
Architect: [Firm Name]
Engineer: [Firm Name]
Contractor: [Firm Name]

Ocean Breeze West PUD Landscape Plan Cover Sheet

Date	By	Description
12.08.18	BW	Initial Schematic
02.08.17	BW	1st Revision
02.08.17	BW	2nd Revision



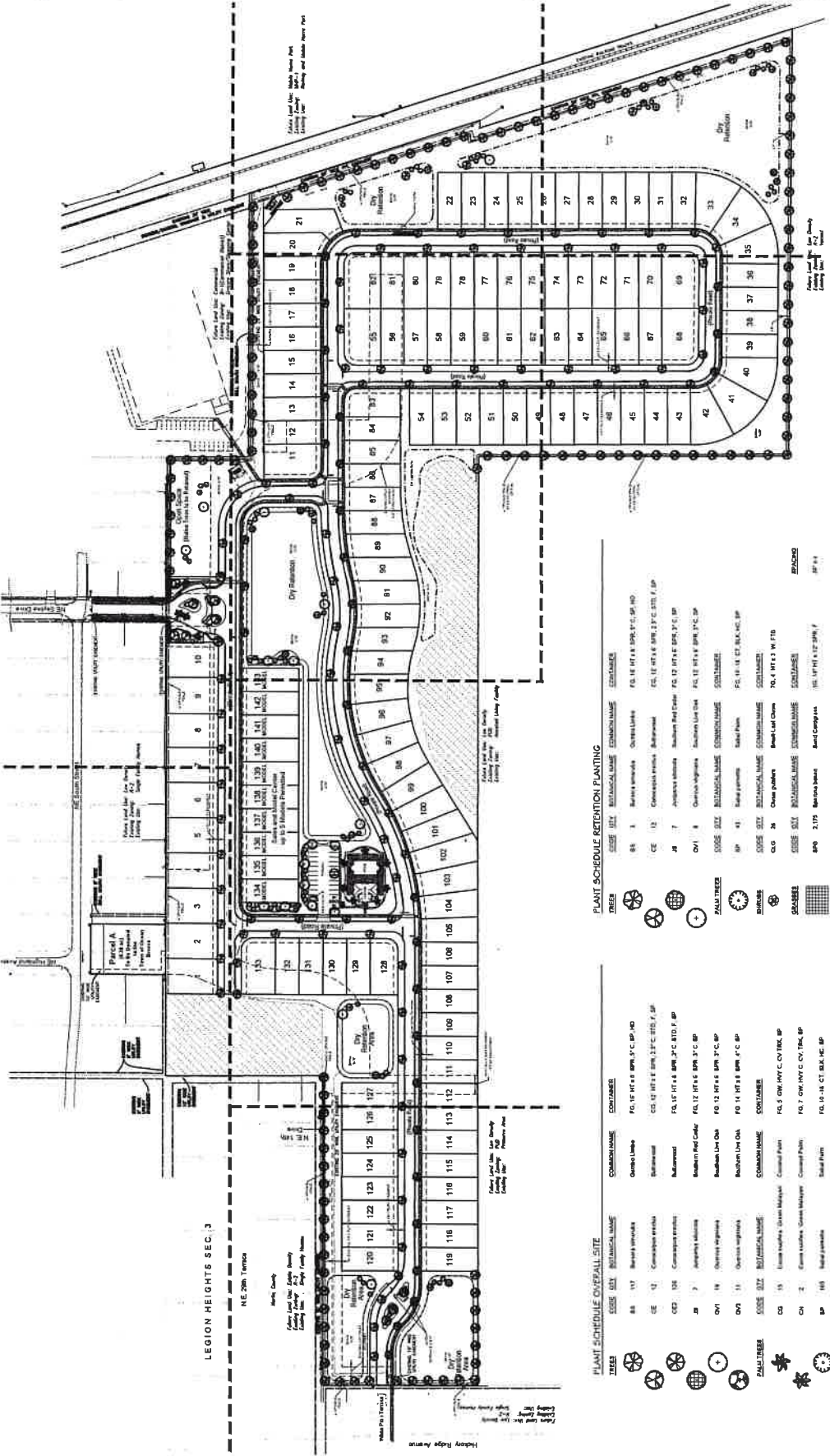
REG # 1018
 Thomas J. Lucido

CV

Plant Schedule (Data)
 Designer: BW
 Manager: DF
 Project Number: 15-130
 Computer File: Ocean Breeze West - Landscape Plan.dwg

Plant Schedule (Data)
 Designer: BW
 Manager: DF
 Project Number: 15-130
 Computer File: Ocean Breeze West - Landscape Plan.dwg

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PLANT SCHEDULE PERIMETER BUFFER

PLANT	SIZE	COMMON NAME	CONTAINER
CE	12	Comptosia arborescens	Ball and Socket
CV	1	Comptosia arborescens	Ball and Socket

PLANT SCHEDULE STREET TREES

PLANT	SIZE	COMMON NAME	CONTAINER
CE	12	Comptosia arborescens	Ball and Socket
CV	1	Comptosia arborescens	Ball and Socket

PLANT SCHEDULE RETENTION PLANTING

PLANT	SIZE	COMMON NAME	CONTAINER
CE	12	Comptosia arborescens	Ball and Socket
CV	1	Comptosia arborescens	Ball and Socket

PLANT SCHEDULE OVERALL SITE

PLANT	SIZE	COMMON NAME	CONTAINER
CE	12	Comptosia arborescens	Ball and Socket
CV	1	Comptosia arborescens	Ball and Socket

PLANT SCHEDULE PERIMETER BUFFER

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PLANT	SIZE	COMMON NAME	CONTAINER
CE	12	Comptosia arborescens	Ball and Socket
CV	1	Comptosia arborescens	Ball and Socket

PLANT SCHEDULE OVERALL SITE

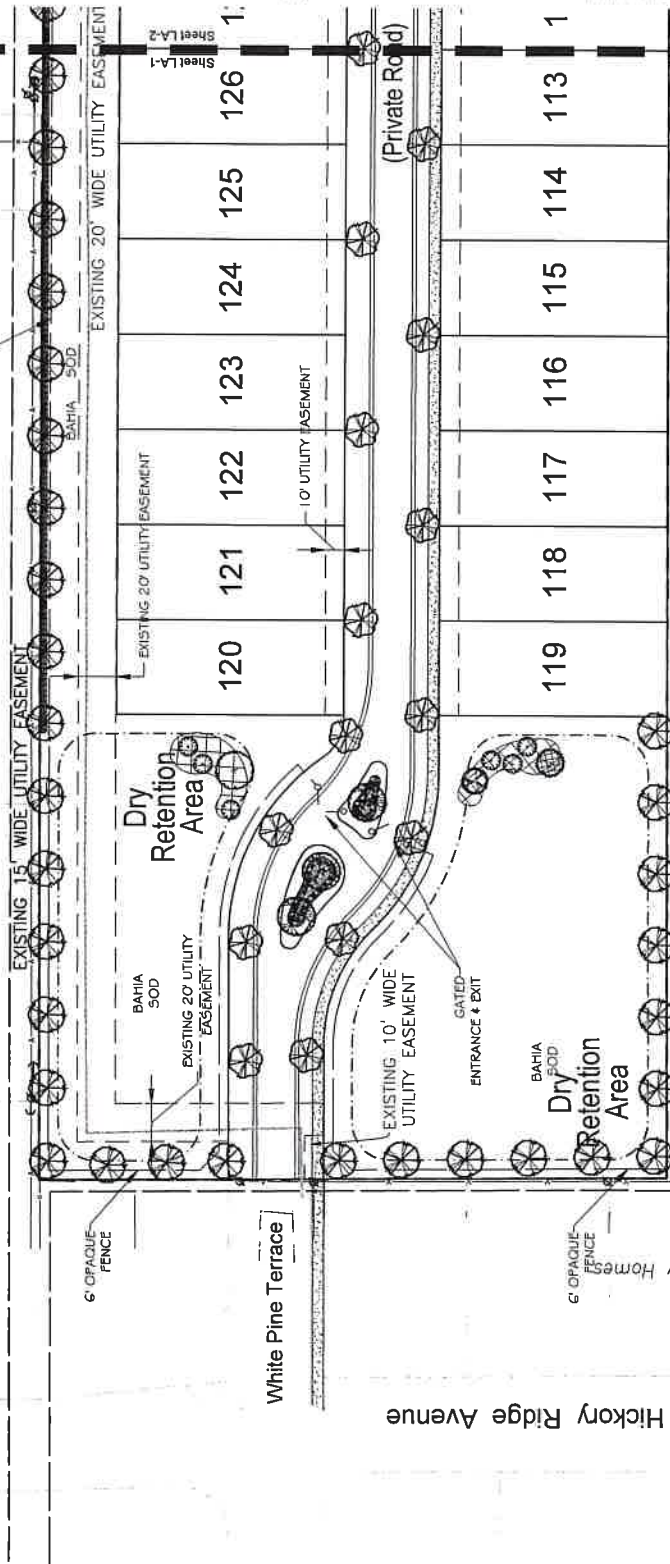
PLANT	SIZE	COMMON NAME	CONTAINER
CE	12	Comptosia arborescens	Ball and Socket
CV	1	Comptosia arborescens	Ball and Socket

N.E. 29th Terrace

Martin County

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

N.E. 14th Drive



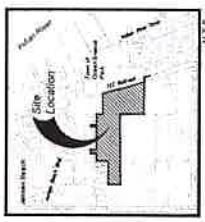
Hickory Ridge Avenue

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

lucido & associates

3015 N.E. 1st Avenue, Suite 100
Fort Lauderdale, FL 33304
Phone: (954) 551-1111
Fax: (954) 551-1112

Key / Location:



Project Team:

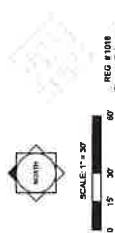
Client & Property Owner:

Project:
3015 N.E. 1st Avenue, Suite 100
Fort Lauderdale, FL 33304
Phone: (954) 551-1111
Fax: (954) 551-1112
Project Manager:
Landscape Architect:
Civil Engineer:
Surveyor:
Environmental Engineer:
Construction Manager:

Ocean Breeze West
PUD

Town of Ocean Breeze
Martin County, Florida
Landscape Plan

Date	By	Description
12.04.18	RL	Initial Submittal
02.06.19	RL	1st Revisions
03.06.19	RL	2nd Revisions
04.06.19	RL	3rd Revisions



REG # 12018
Florida Professional Engineer
LA-1

Owner: Ocean Breeze West
Landscape Plan
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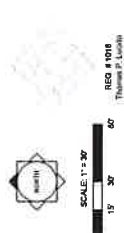
i.

PLANNING:	Lewis & Associates 781 East Ocean Boulevard Shore, Florida 33484
Engineer:	Griffin Engineering Inc. 1140 SW Ninth Street, Suite 415 Fort City, FL 34108
Surveyor:	GSV Incorporated Professional Surveyors and Mapmakers Cypress Cove Office P.O. Box 1148 Fort City, FL 34101
Environmental Consultant:	EVI Consultants Environmental Science Institute Box 200 Bart, FL 33446

**Ocean Breeze West
PUD**

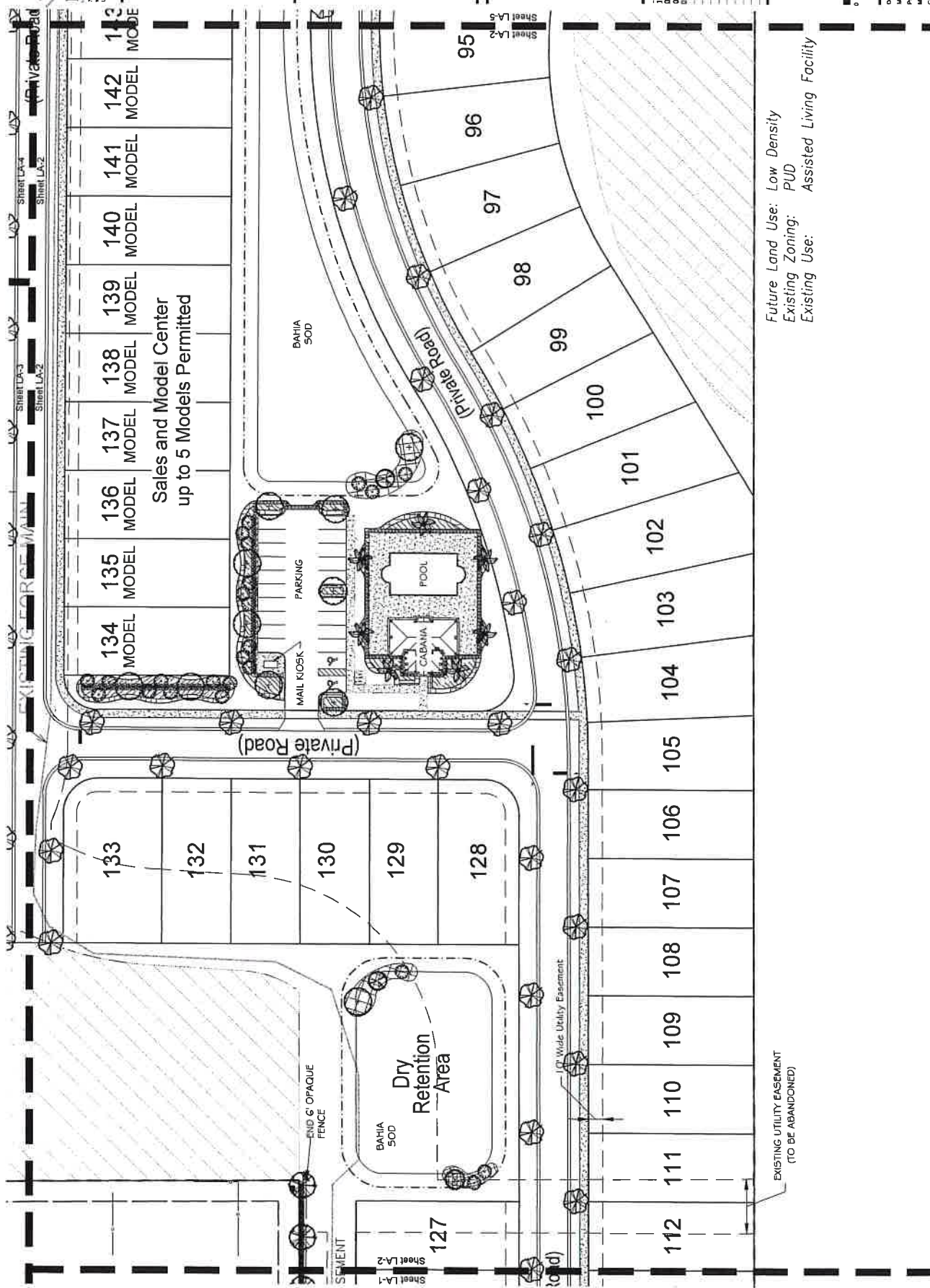
Town of Ocean Breeze
Martin County, Florida
Landscape Plan

Date	By	Description
2/08/16	BW	Initial Submittal
2/06/17	BW	1st Resubmittal
2/21/17	BW	2nd Resubmittal
3/05/17	BW	3rd Resubmittal



Design	BW	Sheet
Design	DF	LA-2
Project Number	16-130	
Principal Number	—	

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lucido & associates
 401 Ocean Blvd., Suite 1000
 Ocean Breeze, FL 33413
 Phone: (407) 255-1111
 Fax: (407) 255-1112
 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
 Martin County, Florida
Landscape Plan

Date	By	Description
02.06.16	BW	Initial Schematic
02.06.17	BW	1st Plan Approval
02.06.17	BW	2nd Plan Approval
02.06.17	BW	3rd Plan Approval

Scale: 1" = 30'

North Arrow:

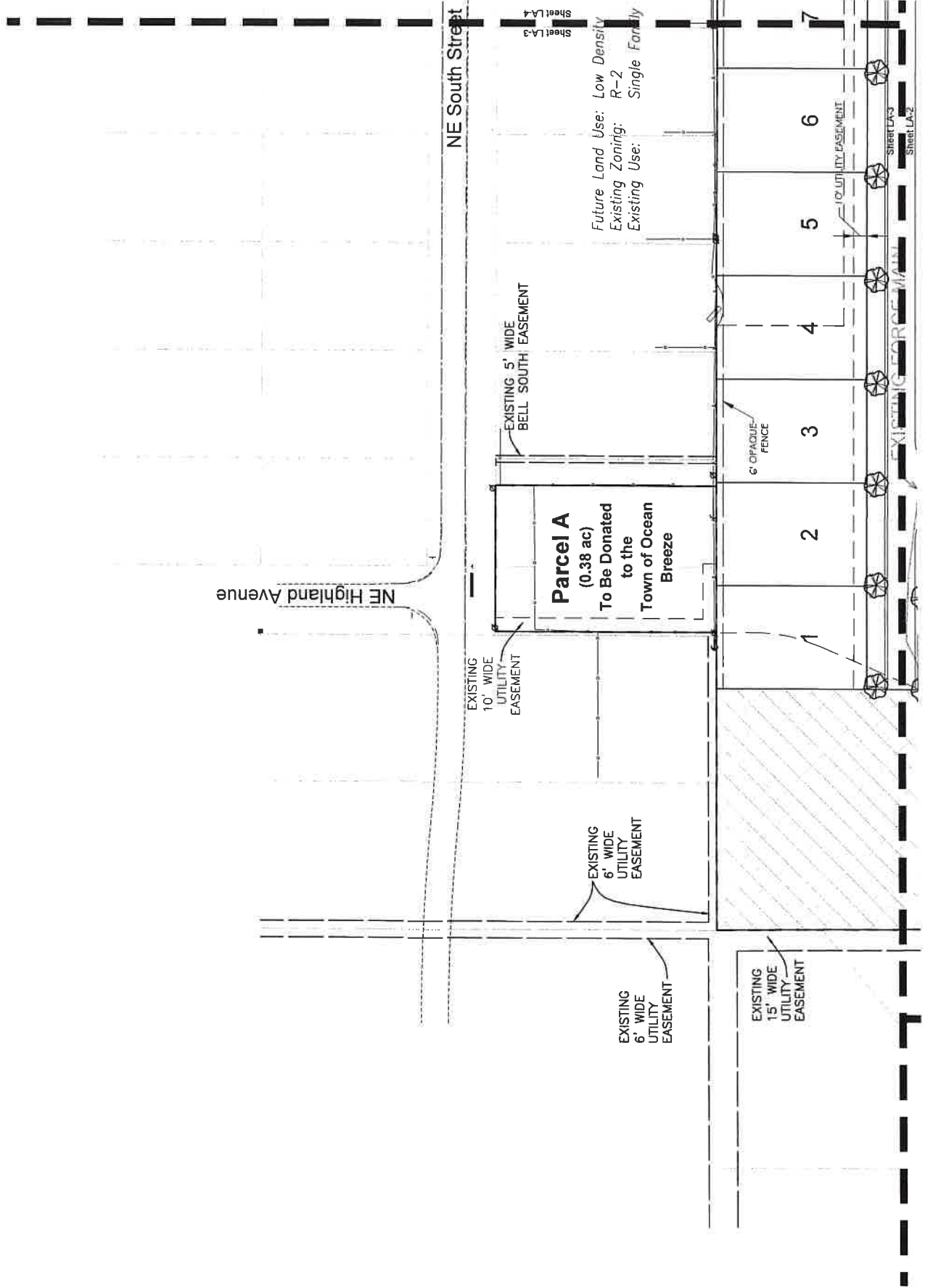
Legend:

Sheet: LA-3

Project Number: 16-30

Project Name: Ocean Breeze West Landscape Plan

Project Location: Ocean Breeze West, Landscape Plan



LA-3

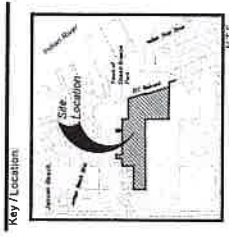
Sheet

Project Number: 16-30

Project Name: Ocean Breeze West Landscape Plan

Project Location: Ocean Breeze West, Landscape Plan

Project Location: Ocean Breeze West, Landscape Plan



Project Team:

Client & Property Owner:
 Ocean Breeze West PUD
 10000 NE 10th Avenue, Fort Lauderdale, FL 33304

Project:
 Landscape Architecture
 10000 NE 10th Avenue, Fort Lauderdale, FL 33304

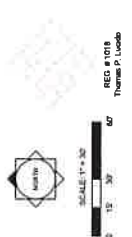
Engineer:
 10000 NE 10th Avenue, Fort Lauderdale, FL 33304

Surveyor:
 10000 NE 10th Avenue, Fort Lauderdale, FL 33304

Contractor:
 10000 NE 10th Avenue, Fort Lauderdale, FL 33304

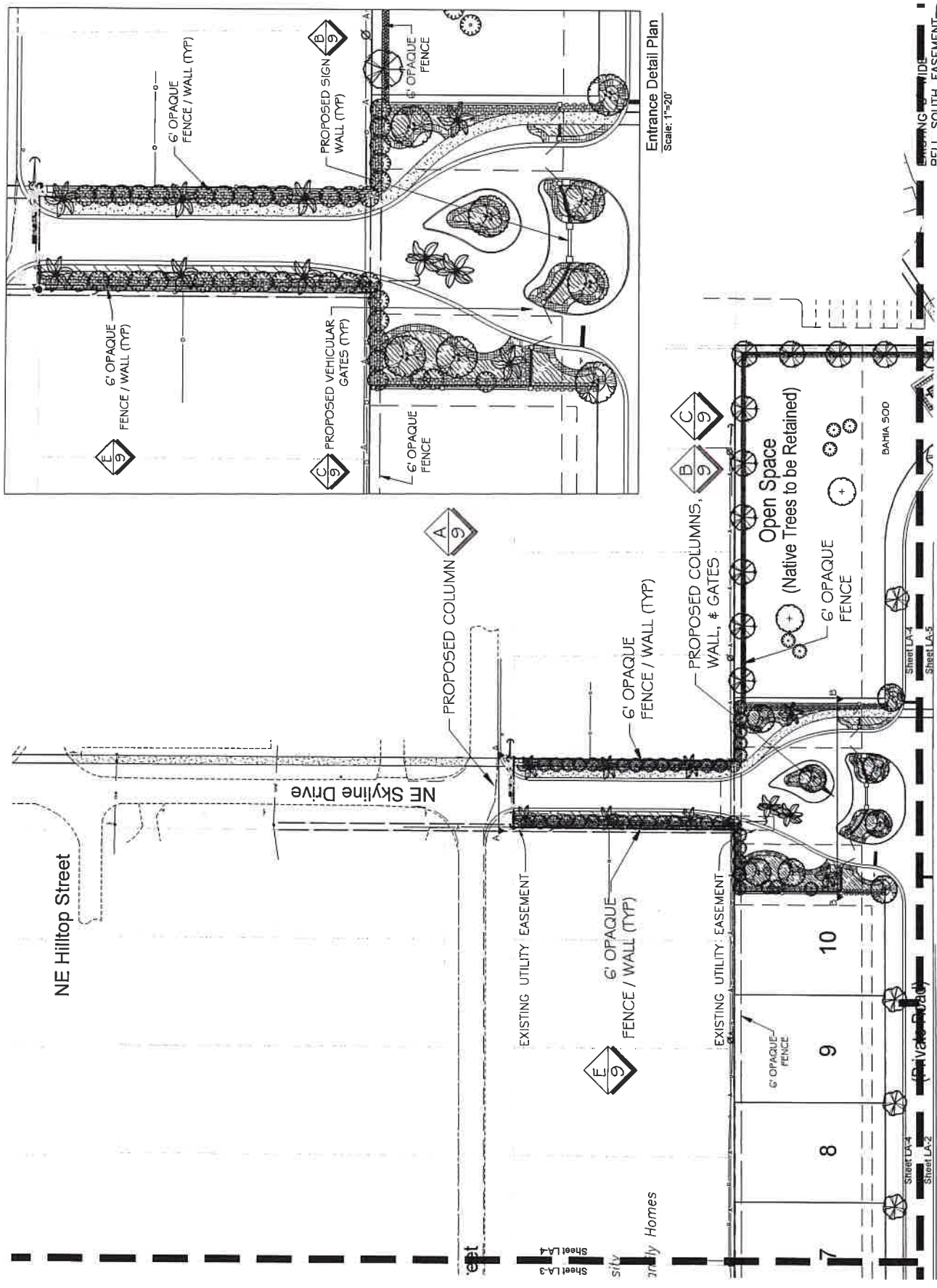
Ocean Breeze West PUD **Landscape Plan**

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



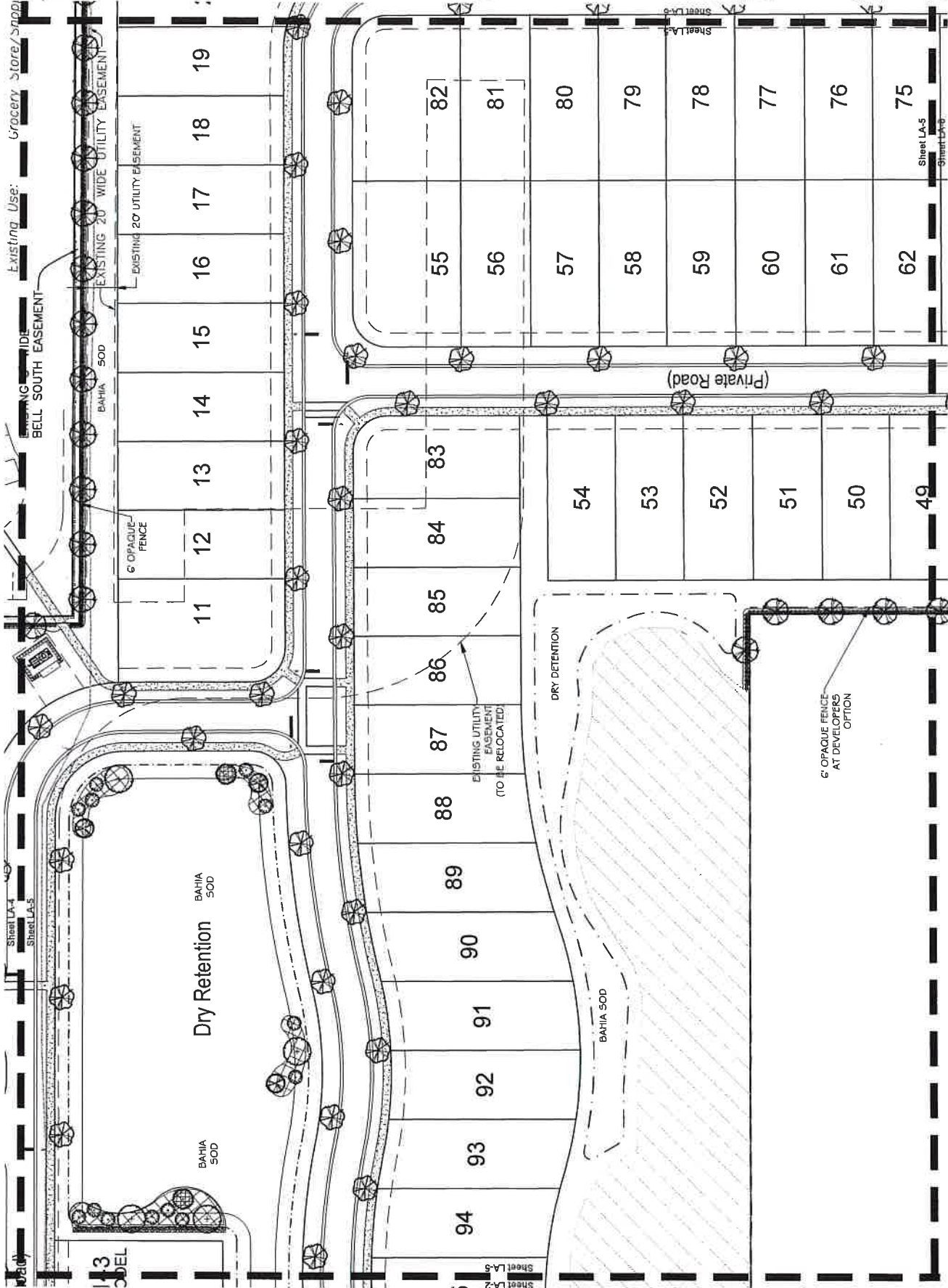
LA-4
 Ocean Breeze West PUD
 10000 NE 10th Avenue, Fort Lauderdale, FL 33304

Scale: 1"=20'

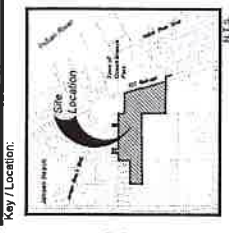


Entrance Detail Plan
 Scale: 1"=20'

Sheet LA-4
 Ocean Breeze West PUD
 10000 NE 10th Avenue, Fort Lauderdale, FL 33304



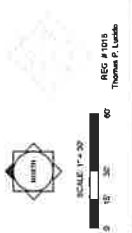
lucido & associates
 10000 W. 11th Ave., Suite 100
 Fort Lauderdale, FL 33324
 Tel: 954.561.1111
 Fax: 954.561.1112
 Email: info@lucido.com



Project Team:
 Client & Property Owner:
 Project:
 Engineer:
 Surveyor:
 Architect:
 Consultant:

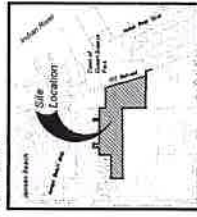
Ocean Breeze West PUD Town of Ocean Breeze Martin County, Florida Landscape Plan

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



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

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Project & Location:
15000 N. W. 10th Ave., Suite 100
Miami, FL 33150
Engineer:
15000 N. W. 10th Ave., Suite 100
Miami, FL 33150
Surveyor:
15000 N. W. 10th Ave., Suite 100
Miami, FL 33150
Contractor:
15000 N. W. 10th Ave., Suite 100
Miami, FL 33150
Architect:
15000 N. W. 10th Ave., Suite 100
Miami, FL 33150

Ocean Breeze West PUD

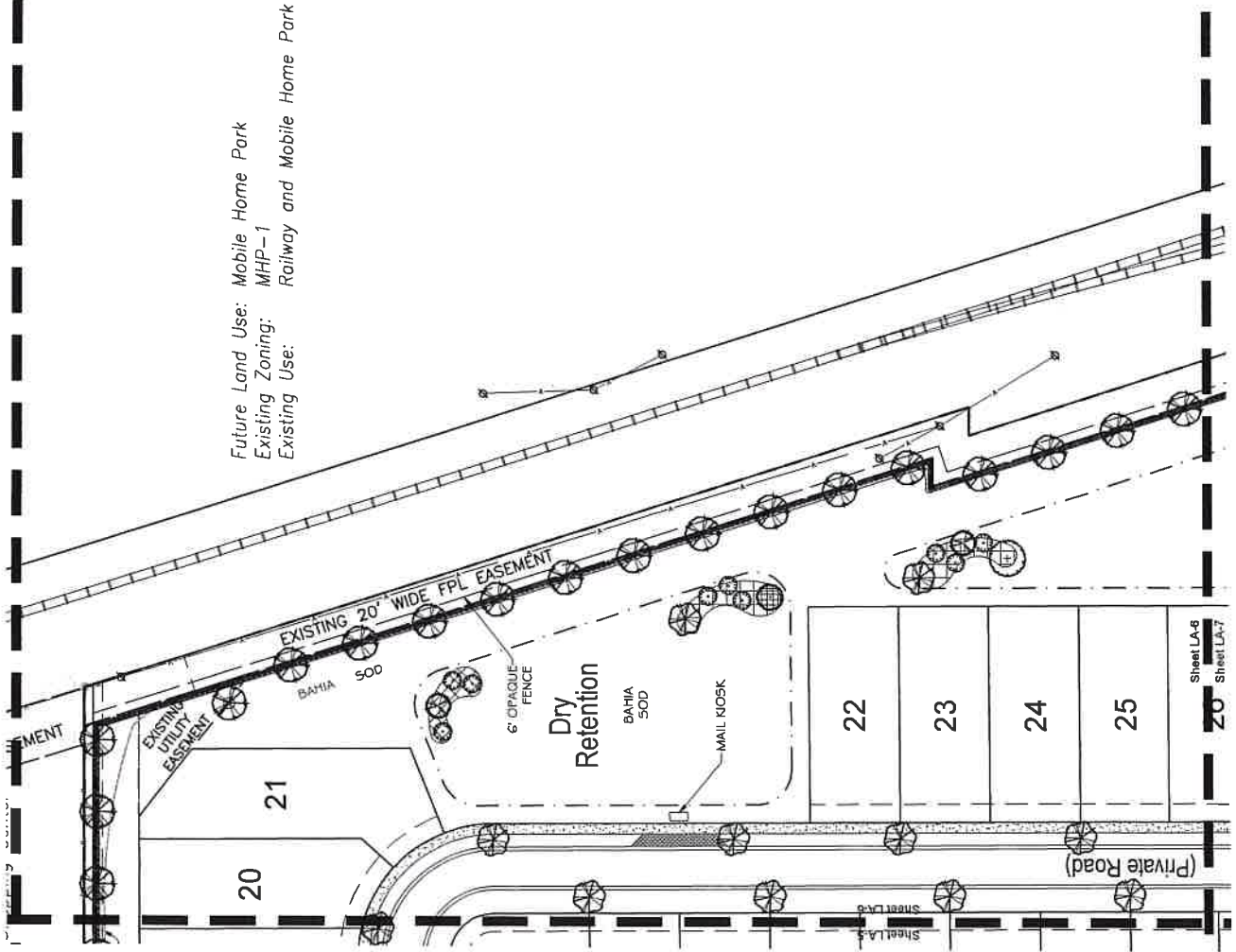
Town of Ocean Breeze
Marin County, Florida

Landscape Plan

Date	By	Description
12.08.18	BW	Initial Submittal
02.08.17	BW	1st Revisions
03.08.17	BW	2nd Revisions
03.08.17	BW	3rd Revisions



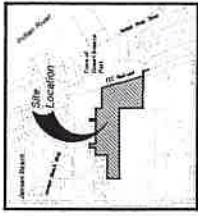
Future Land Use: Mobile Home Park
Existing Zoning: MHP-1
Existing Use: Railway and Mobile Home Park



Lucido & associates

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

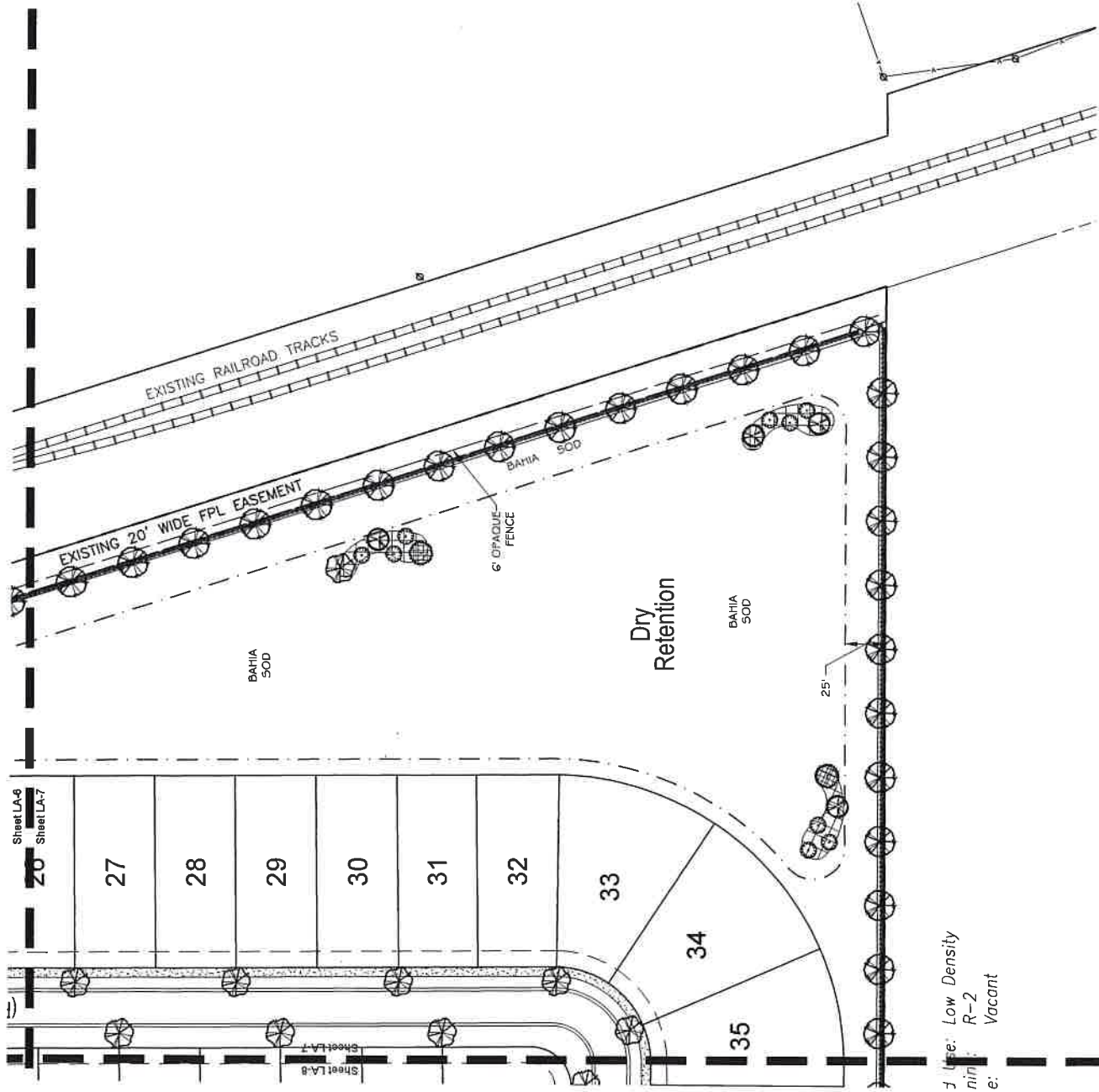
Date	By	Description
12/04/18	BW	Initial Submittal
02/07/19	BW	1st Revisions
02/21/19	BW	2nd Revisions
03/06/19	BW	3rd Revisions



SCALE: 1" = 30'
 0' 15' 30' 60'
 REG. # 12118
 Thomas P. Lucido

Design: B/W
 Manager: B/W
 Project Number: 18-130
 Drawing Number: LA-7
 Ocean Breeze West - Landscape Plan - PUD

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Use: Low Density
 R-2
 Vacant

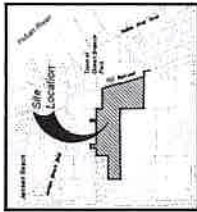
Sheet LA-5

49

lucido & associates

10000 E. Bay Drive, Suite 100
Fort Lauderdale, FL 33304
Phone: (954) 551-1000
Fax: (954) 551-1001
www.lucidoassociates.com

Key / Location:



Project Team:

Client & Property Owner:

Planner:

Engineer:

Architect:

Contractor:

Construction:

Construction:

Construction:

Construction:

Construction:

Construction:

Construction:

Ocean Breeze West PUD

Town of Ocean Breeze
Martin County, Florida

Landscape Plan

Date: 12.08.18 By: JMW

22.08.18 - JMW

02.09.17 - JMW

02.09.17 - JMW

02.09.17 - JMW

02.09.17 - JMW

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02.09.17 - JMW

02.09.17 - JMW

02.09.17 - JMW

02.09.17 - JMW

Future Land Use:
Existing Zoning:
Existing Use:



SCALE: 1" = 30'

REG: 1018

1/10/18

1/10/18

1/10/18

1/10/18

1/10/18

1/10/18

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LA-8



lucido & associates
Professional Land Surveyors
P.O. Box 200, Fort Pierce, FL 34945
Phone: 888-345-7269 or 888-345-7269
Fax: 888-345-7269 or 888-345-7269
www.lucido.com

Key / Location:



Project Team:

Client &
Property Owner:

Project:
Owner:
Engineer:
Architect:
Contractor:
Other:

Ocean Breeze West PUD

Town of Ocean Breeze
Marlin County, Florida

Entrance Hardscape

Date	By	Description
12.08.18	BW	Initial Submittal
02.08.17	BW	1st Presentation
03.08.17	BW	2nd Presentation
03.08.17	BW	3rd Presentation



SCALE: 1" = 30'

REG. 81018
Thomas P. Lucido

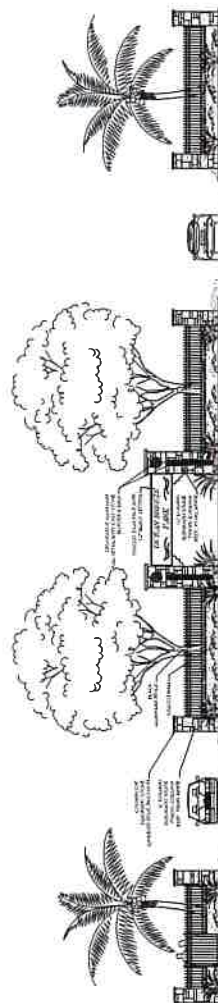
Designer: BW
Manager: DP
Project Number: 15-130
Map Sheet Number: 15-130
Computer File: Ocean Breeze West - Landscape Plan.dwg

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A ENTRANCE COLUMNS & GATES - DESIGN DETAIL

SCALE: 1/4" = 1'-0"



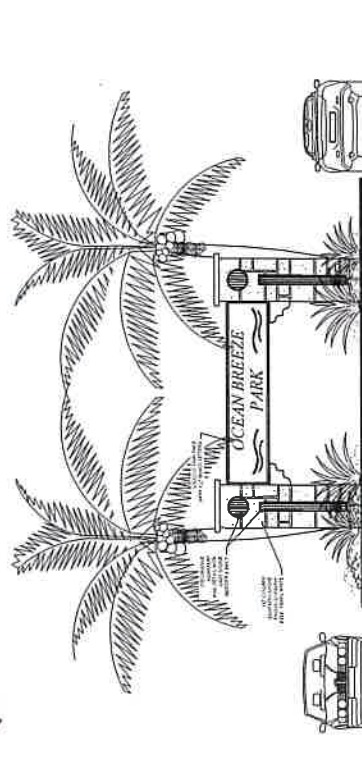
B SIGN WALL, COLUMNS, & GATES - DESIGN DETAIL

SCALE: 1/8" = 1'-0"



C VEHICULAR GATE - DESIGN DETAIL

SCALE: 1/4" = 1'-0"



D SIGN WALL - 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**

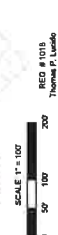
**CERTIFICATE OF OCCUPANCY
PHASING PLAN AND
DEVELOPMENT TIMETABLE**



Project Owner:	CGM West, LLC 1000 Southside Pkwy. NE Palm City, Florida 34109
Planners:	Lundin & Associates 191 E. 6th Street, Suite 400 Pittsford, New York 14534
Engineer:	Orville Engineering, Inc. 2740 NW Merritt Island Palm Bay, FL 32909
Surveyor:	OCY Incorporated Professional Surveyors Ltd. Corporate Office P.O. Box 148 Palm City, FL 34981
Construction Manager:	PMI Construction 1800 E. Main by Causeway

Town of Ocean Breeze
Martin County, Florida

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

3-6-17 5 L.S. 2nd, Rasubmittal

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Commencement of construction and must be initiated within 2 years of approval of this Revised Masterplan Site Plan of the Ocean Breeze West PUD unless extended by the Town Council.

Completion of the private recreational 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 final 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.



POLICY PHASE 4: To minimize impacts to adjacent property owners, Phase 4 lot improvements (except for installation of landscaping and fencing) will commence after completion of the infrastructure improvements in Phase 1 through 3. The construction of building permits in Phase 4, the plan must be recorded and permit access, drainage requirements and the protection measures must be provided. Prior to the issuance of CDs in Phase 4, all core infrastructure improvements on the proposed building parcels, all landscape improvements, all additional lot drainage improvements, all driveway improvements, all perimeter requirements and all wetland/shoreline improvements on the request must be completed including but not limited to:

ANSWER: A: Must be removed in the Team of Ocean Breeze rule in or in combination with old association

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**

**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.

- 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.

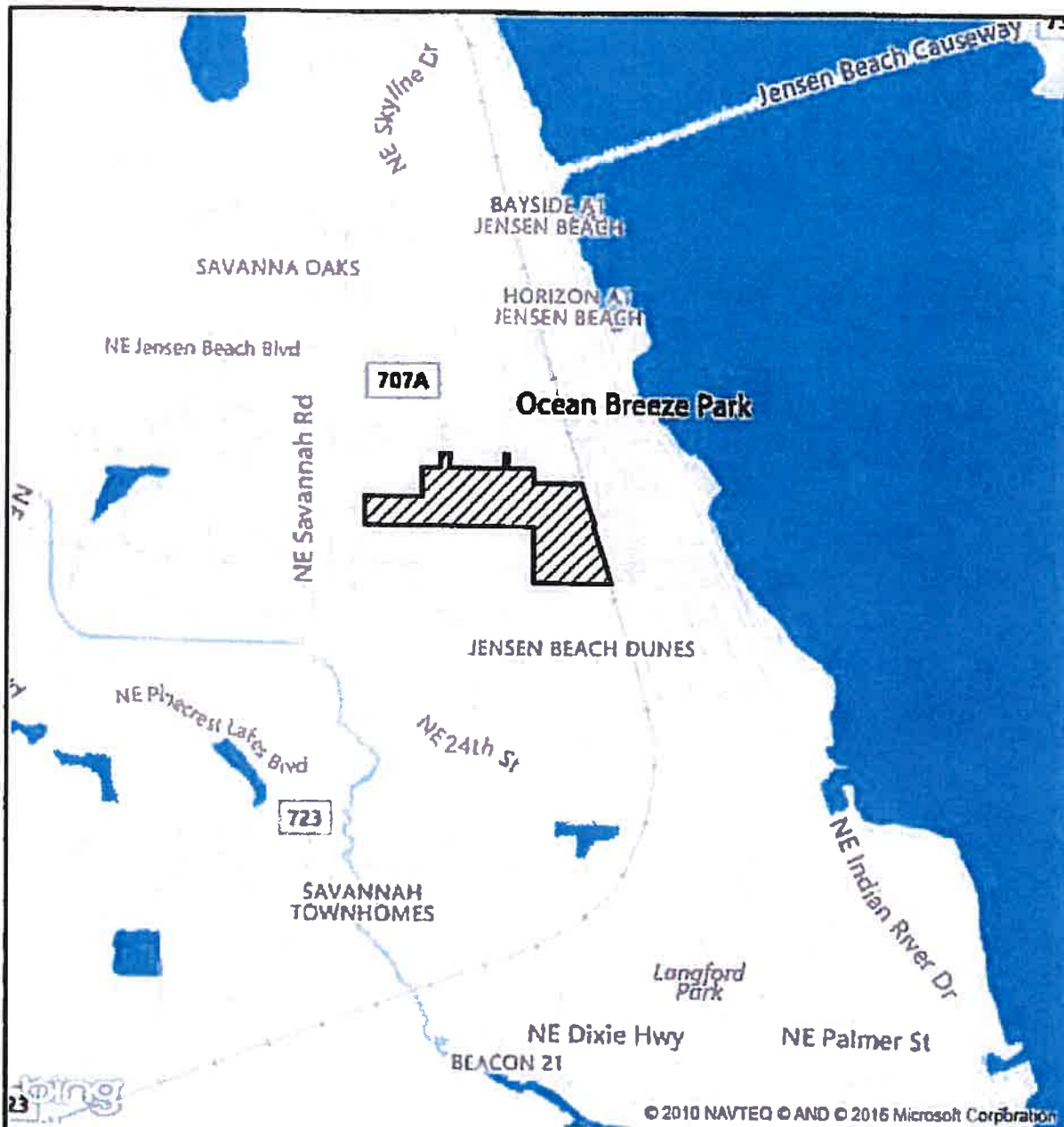
**OCEAN BREEZE WEST PUD
PRESERVE AREA MANAGEMENT PLAN**

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:

<u>Activity</u>	<u>Date</u>
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 st Annual Report
Conduct/Submit 3rd Annual Monitoring Report	12 Months after 2 nd Annual Report
Conduct/Submit 4th Annual Monitoring Report	12 Months after 3 rd Annual Report
Conduct/Submit 5th Annual Monitoring Report	12 Months after 4 th Annual Report



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LEGEND

- SITE (45.1+/- AC)

0 2,000 Feet

D R HORTON OCEAN BREEZE WEST LOCATION MAP



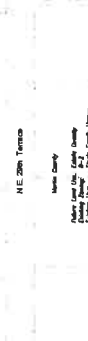
EW CONSULTANTS, INC.

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]

**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 Remittance
2-1-17	F.L.S.	2nd Remittance
3-17	S.L.S.	3rd Remittance



1 of 1

Direct

SLS
DF
18-150

Project Number

Original Number
Computer File

Cross Streets West - Final Site Plan.dwg

lacks a function, by replication, repair, modification or use of those elements.

Product Type:	Single Family Homes
Minimum Open Space:	55%
Minimum Open Space (per lot):	35%
Maximum Height:	35 ft.
Minimum Lot Size:	5,000 sq. ft.
Minimum Lot Width:	50'
Minimum Lot Depth:	100'
Maximum Lot Coverage:	65%
Maximum Parking:	2 Spaces per unit
Building Setbacks:	
Front Limited Garage	20'
Side Limited Garage	15'
Side Building	20'
Back Building	20'
Back Limited Garage	10'
Side/Garage	10'

Carpet: Use small diameter, a hard and solid.

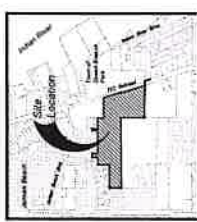
Front Porch Encroachment: is maximum allowed.

Quillage access: at least 1 yds at a corner lot shall have minimum side setback at garage front of 20'.

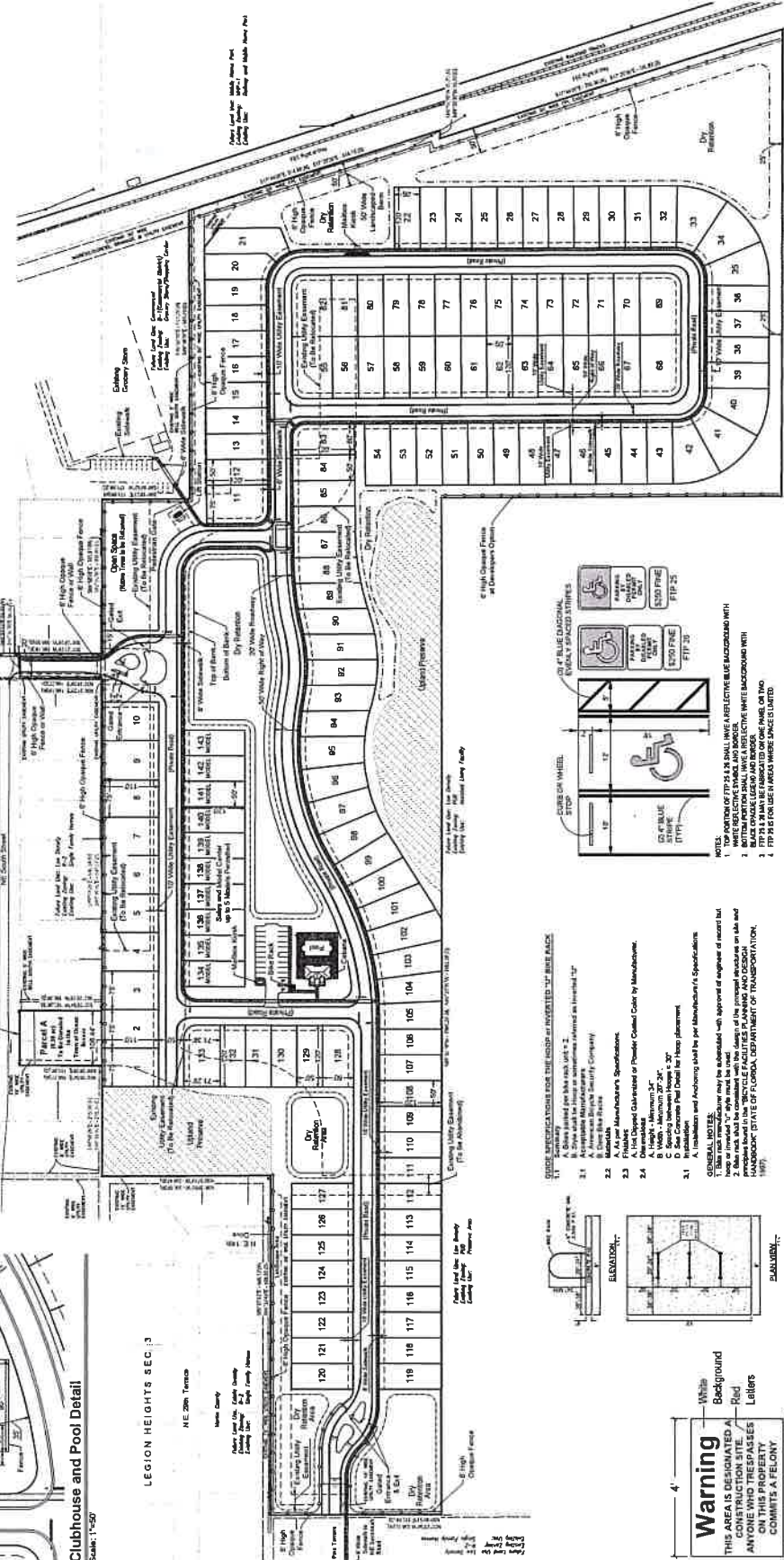
Accessory structures: may have a minimum setback along side and rear yards of 5' subject to approval of the city grading plan demonstrating that runoff will be contained on the subject lot or within designated drainage easements.

All utility lines, including but not necessarily limited to, cable, life phone and electric, shall be underground.

Future Land Use: Zoning:	Low Density PUD
Total Units:	143
Gross Density:	32.0 upa
Total Area:	4,564,467 sq ft
Impervious Area:	719,041 sq ft
Impervious Area:	147,417 sq ft
Lot Area:	184,538 sq ft
Lot Area:	97,000 sq ft
Permeable & Compact Areas:	17,314 sq ft
Permeable Area:	1,172,884 sq ft
Permeable Area:	127,271 sq ft
Lot Area:	356,522 sq ft
Nonpermeable & Compact Areas:	270,222 sq ft
Nonpermeable Area:	6,722 sq ft
Unpaved Permeable Area:	126,197 sq ft
Paved & Doubleless:	8,521 sq ft

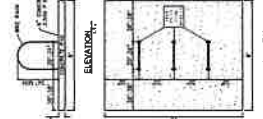
**Project Team:**

Property Owner:	CDM Neal, LLC 1000 Boulevard Avenue NE P.O. Box 10000, Atlanta, GA 30308
Planners:	Lundell & Associates 1000 Peachtree Street NE Atlanta, Georgia 30308
Engineers:	Orlando Consulting Inc. 2740 NW Maple Drive, Suite 410 P.O. Box 1, Miami, FL 33108
Inspector:	GCY International 1000 Peachtree Street NE Atlanta, Georgia 30308
Environmental Consultant:	IVC Consultants 1800 SE Highway 60, Suite 100 Miami, FL 33146

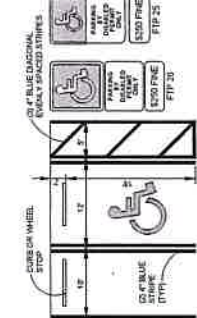


Not to Scale

Not to Scale



Open to All



NOTES:
YOUR ANSWER OF ITEM 14 IS THE FOLLOWING: NAME & DATE OF BIRTH OF EACH MEMBER AND MATRI-
MONIAL STATUS OF EACH MEMBER.

- TOP PORTION OF TTP 23 & 28 SHALL HAVE A REFLECTIVE WHITE BACKGROUND WITH WHITE REFLECTIVE SYMBOL AND BORDER.
BOTTOM PORTION SHALL HAVE A REFLECTIVE WHITE BACKGROUND WITH BLACK OPAQUE LEGEND AND BORDER.
TTP 23 & 28 MAY BE FABRICATED ON ONE PANEL OR TWO

EXHIBIT "B"

**OCEAN BREEZE WEST PUD
DEVELOPMENT PLANS**

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

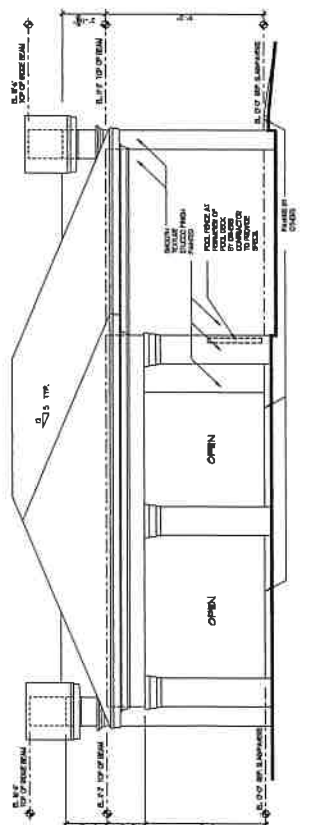
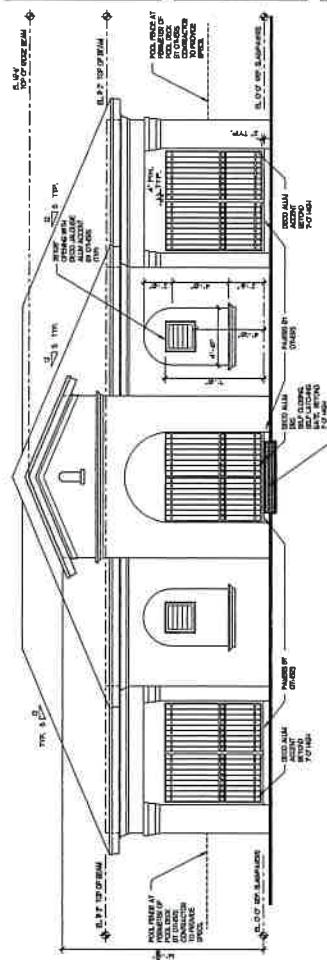
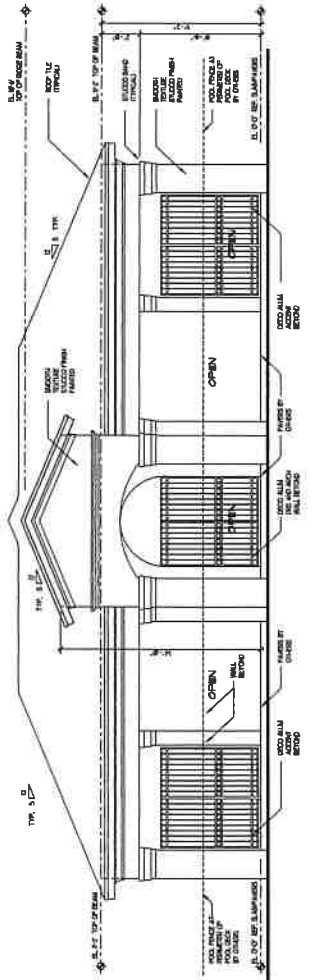
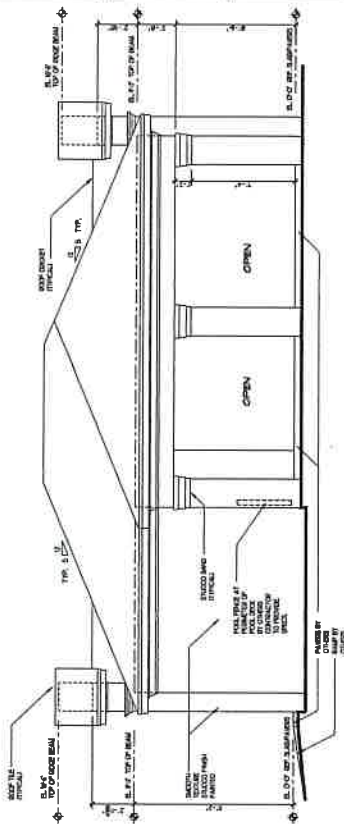


EXTERIOR ELEVATIONS
POOL PAVILION
D.R. HORTON HOMES
PALM BEACH COUNTY, FLORIDA



ON LEAD

DATE DRAWN	9-2-62
BY NAME	WEL
CHECKED BY	JOY
LAB NUMBER	Q-678





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

Single Family Homes	Front	Side	Rear	Side/Corner
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 40th 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 8th day of January, 2018.

APPROVED AND ADOPTED on Second Reading this 24th 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

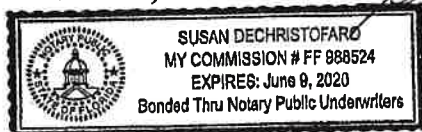
By: [Signature]
Marcia Coker, Managing Member
Gary Hendry, Authorized Member

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 [X] 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

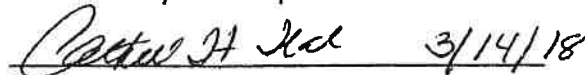
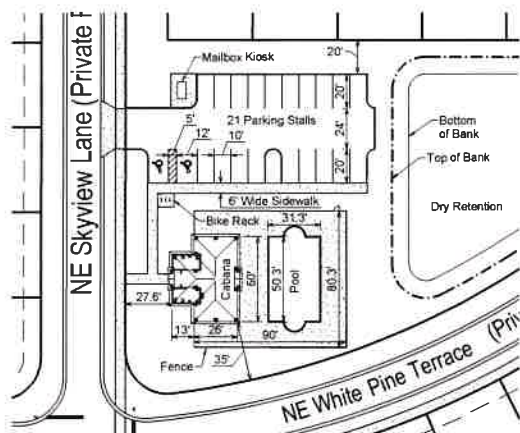

Cathie H. Teal Date

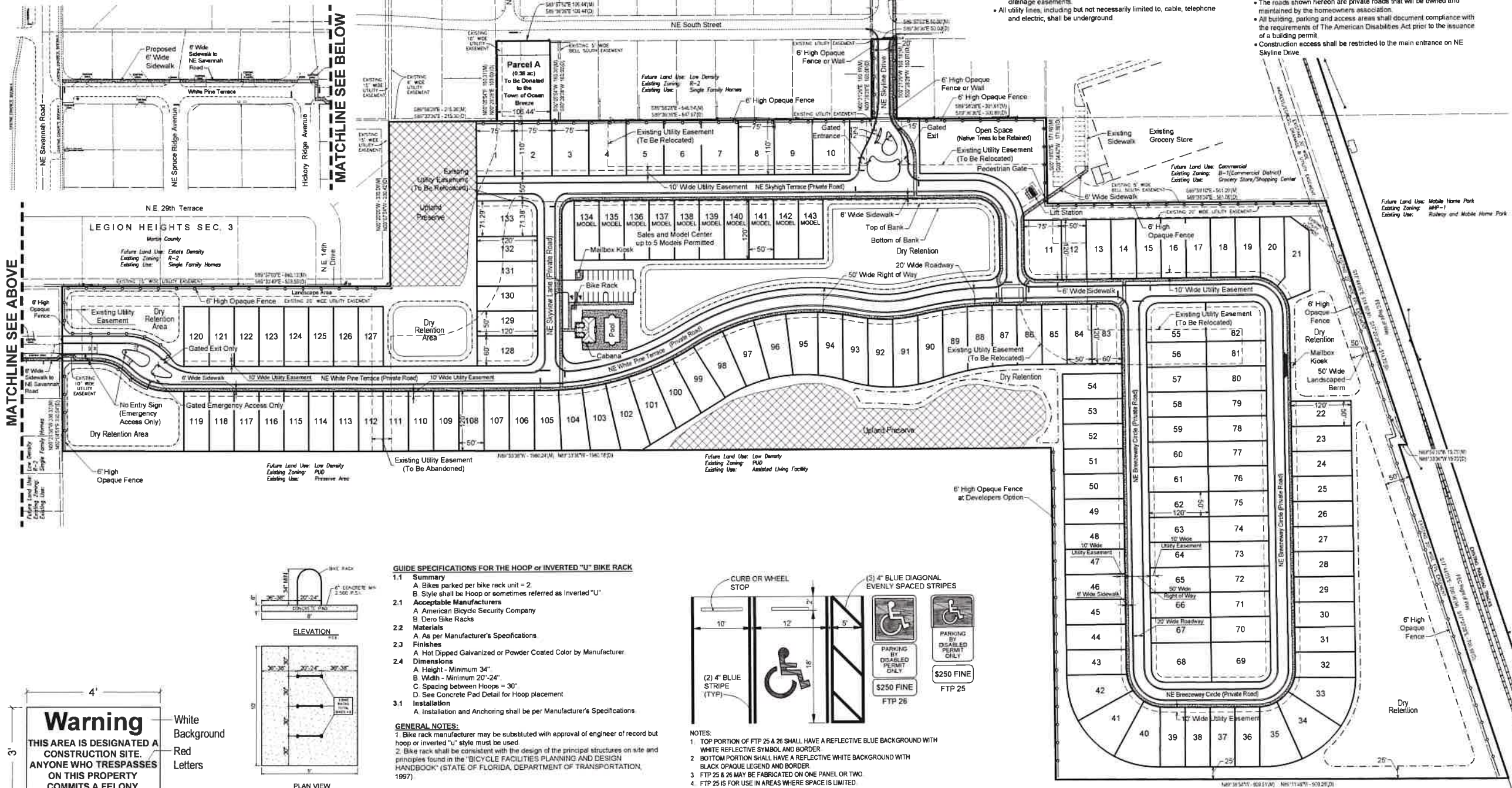
EXHIBIT "A"

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

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

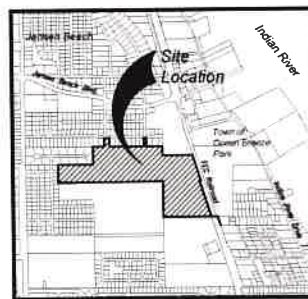
Future Land Use:	Low Density	
Zoning:	PUD	
Total Units:	143	
Gross Density:	3.2 upa	
Total Area:	1,964,467 sf	45.10 ac.
Impervious Area:	792,383 sf	18.19 ac. (40%)
Right of Way:	194,538 sf	4.47 ac
Lot Area:	572,000 sf	13.13 ac
Recreational & Common Areas:	17,314 sf	0.40 ac
Parcel A Donation:	8,531 sf	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:	6,531 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 parking, loading 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:



N.T.S.

Project Team:

Property Owner:	OSP West, LLC 5090 Sunshine Farms Rd. Palm City, Florida 34980
Planners:	Luckio & Associates 701 East Cotton Boulevard Stuart, Florida 34994
Engineer:	Greville Engineering, Inc. 2740 SW Mariner Downs Blvd., Suite 416 Palm City, FL 34980
Surveyor:	GCY Incorporated Professional Surveyors and Mappers Corporate Office P.O. Box 1459 Palm City, FL 34991
Environmental Consultant:	EW Consultants 1000 Sic Monterey Commons Blvd. Suite 208 Stuart, FL 34996

Ocean Breeze West PUD

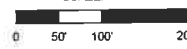
Town of Ocean Breeze
Martin County, Florida

Revised
Master / Final Site Plan

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



SCALE: 1" = 100'

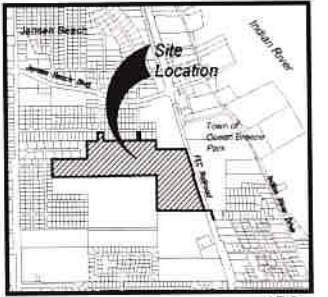


REG # 1018
Thomas P. Lucido

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

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Key / Location:



Project Team:

Client & Property Owner:

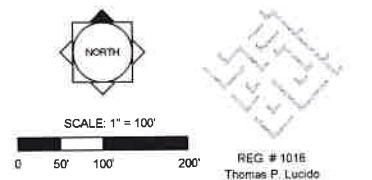
Planner: Lucido & Associates
701 East Ocean Boulevard
Stuart, Florida 34994
Engineer: Grizzle Engineering, Inc.
2740 SW Martin Downs Blvd., Suite 418
Palm City, FL 34980
Surveyor: GCV (Incorporated)
Professional Surveyors and Mappers
Corporate Office
P.O. Box 1489
Palm City, FL 34901
Environmental Consultant: EW Consultants
1000 SE Monterey Commons Blvd.
Suite 208
Stuart, FL 34998

Ocean Breeze West PUD

Town of Ocean Breeze
Martin County, Florida

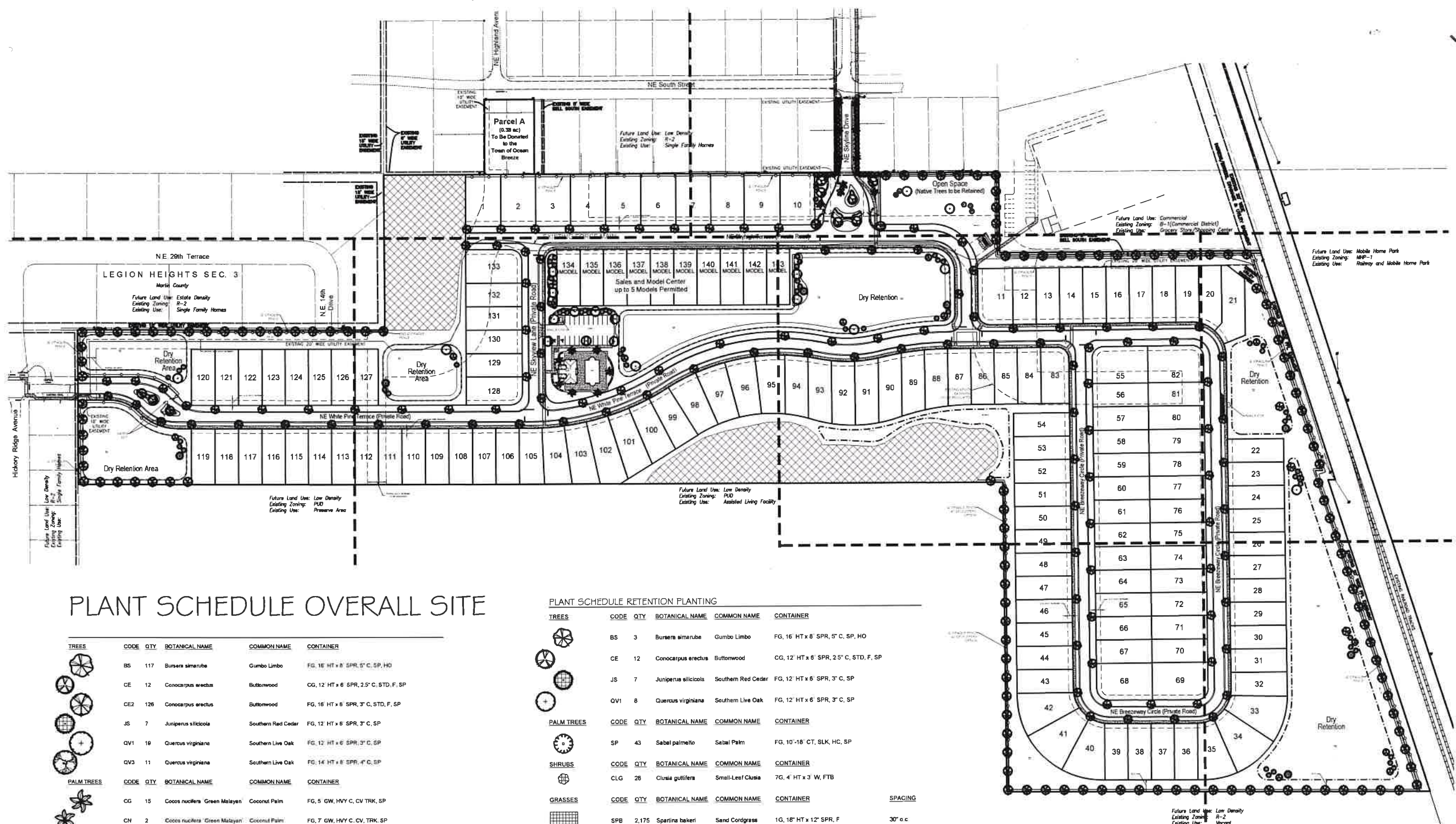
Landscape Plan Cover Sheet

Date	By	Description
01.16.18	PG	Amendment Submittal



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

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PLANT SCHEDULE OVERALL SITE

TREES	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER
BS	117	Bursaria sinuata	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	
PALM TREES	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER
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	
SHRUBS	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER
AEB	6	Aechmea blanchetiana	Orange Bromeliad	17" POT, 30" QA, SP	
CLG	242	Clusia guttifera	Small-Leaf Clusia	7G, 4' HT x 3' W, FTB	
CU	1,405	Coccoloba uvifera	Sea Grape	3G, 24" QA, F	
MYF	31	Myrciaria fragrans	Simpson's Stopper	7G, 42"x24" FTB, 30" OC	
SCA	203	Schefflera arboricola	Schefflera arboricola	3G, 24"x18", F	
GRASSES	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER
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	
GROUND COVERS	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER
CG3	1,037	Ficus microcarpa 'Green Island'	Green Island Ficus	3G, 18" QA, F	

PLANT SCHEDULE RETENTION PLANTING

TREES	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER
BS	3	Bursaria sinuata	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	
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	
PALM TREES	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER
SP	43	Sabal palmetto	Sabal Palm	FG, 10'-18' CT, SLK, HC, SP	
SHRUBS	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER
CLG	28	Clusia guttifera	Small-Leaf Clusia	7G, 4' HT x 3' W, FTB	
GRASSES	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER
SPB	2,175	Spartina bakeri	Sand Cordgrass	1G, 16" HT x 12" SPR, F	

PLANT SCHEDULE STREET TREES

TREES	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER
BS	114	Bursaria sinuata	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	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER
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

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

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

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

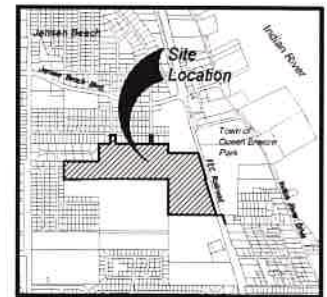
Future Land Use: Low Density
Existing Zoning: PUD
Existing Use: Preserve Area



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 Thompson 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: Grzala 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

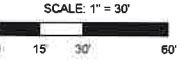
Landscape Plan

Date	By	Description
01.16.18	PG	Amendment Submittal



NORTH

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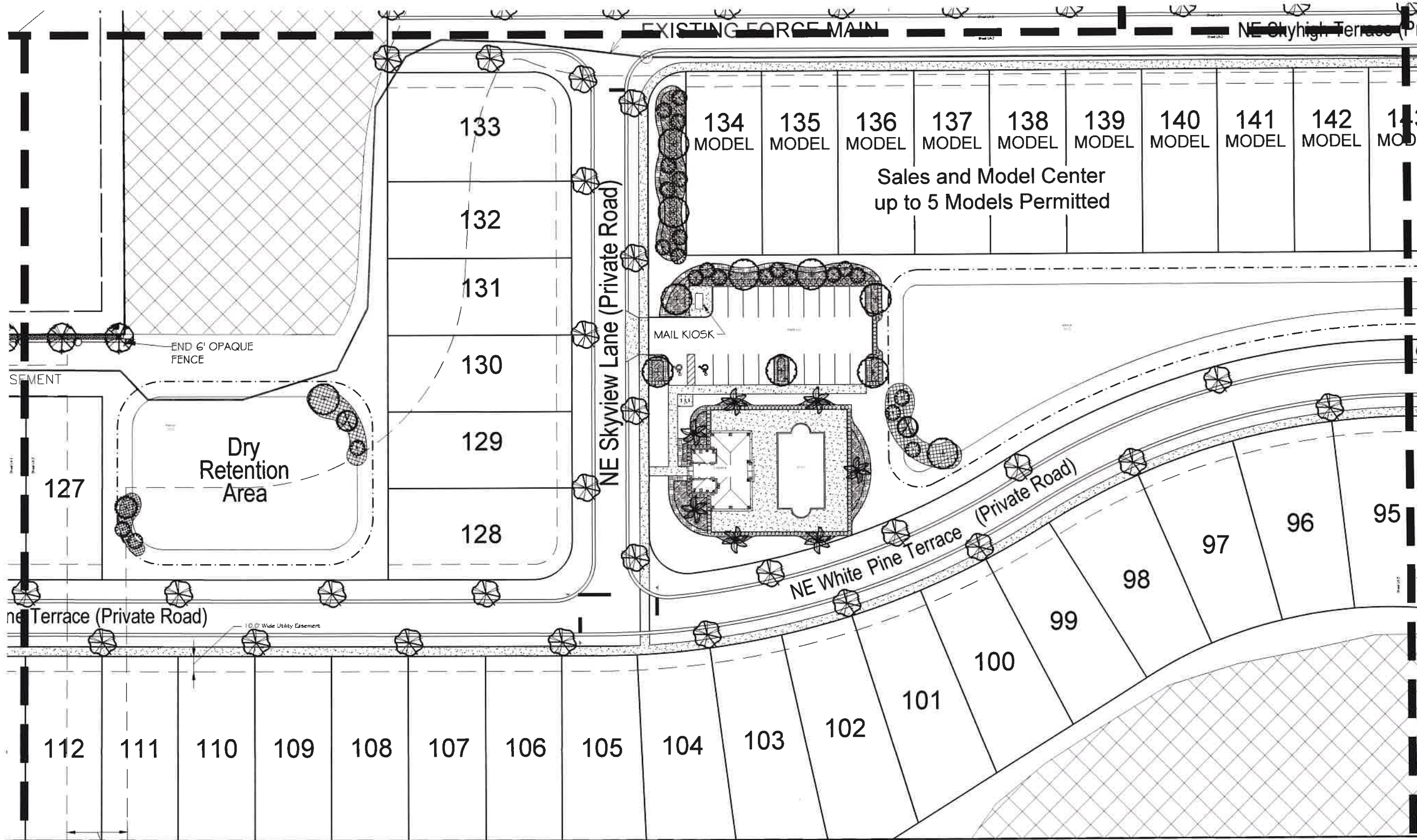


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REG # 1018
Thomas P. Lucido

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

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721 E Ocean Blvd., Suite 200, Fort Pierce, Florida 34946
 (888) 222-1000 Fax (888) 222-0220
 100 Avenue A, Suite 2A, Fort Pierce, Florida 34950
 (888) 222-1000 Fax (888) 222-1000
 827 North Thornton 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: 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 1489
 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

NORTH

SCALE: 1" = 30'

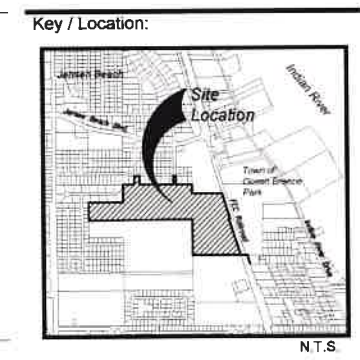
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REG #1018
 Thomas P. Lucido

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

LA-2

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Project Team:

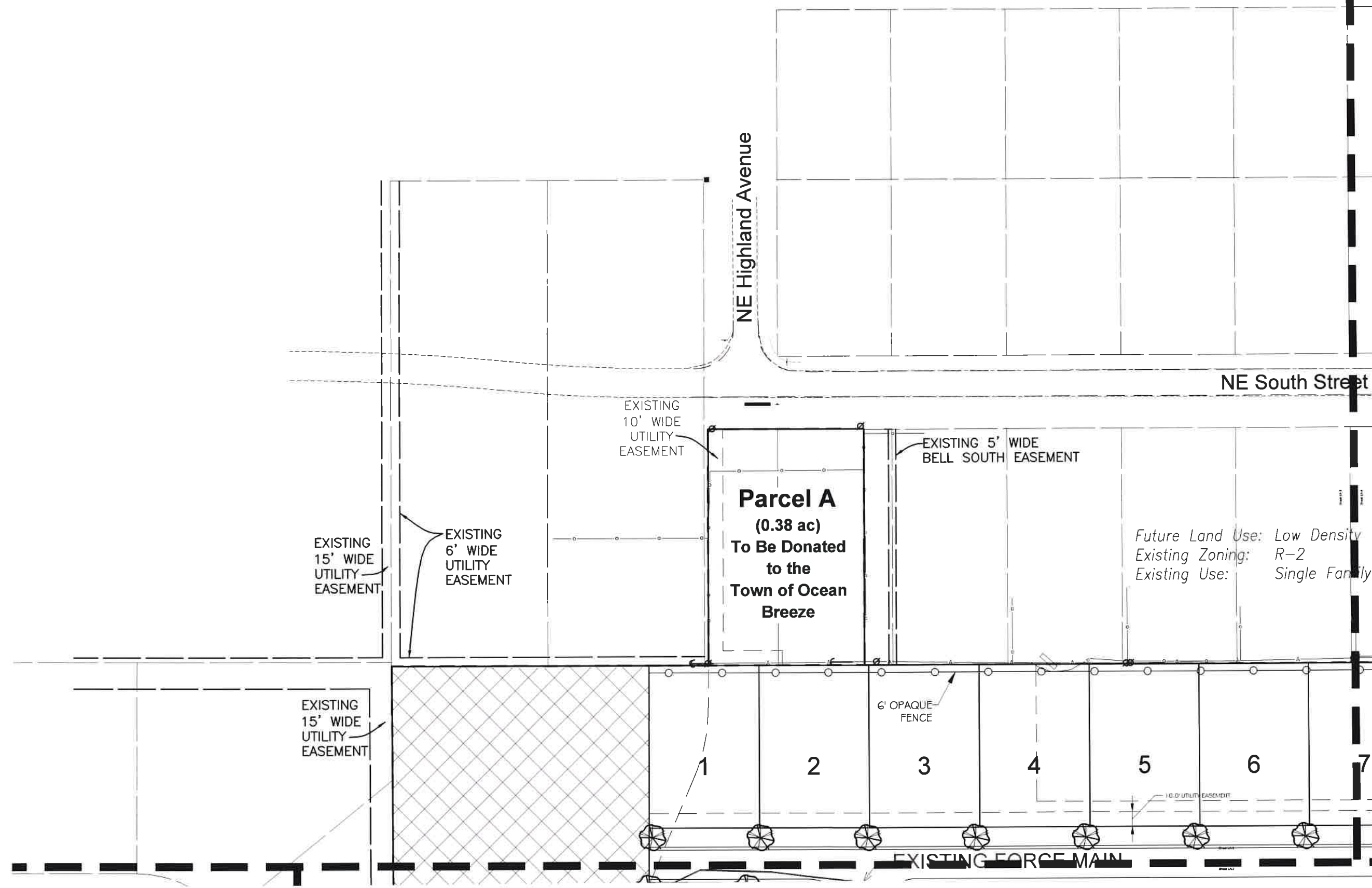
Client & Property Owner:

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 Monterey Commons Blvd
Suite 208
Stuart, FL 34998

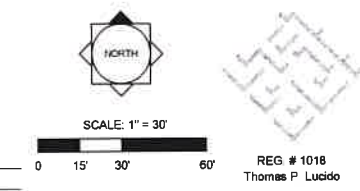


Ocean Breeze West PUD

Town of Ocean Breeze
Martin County, Florida

Landscape Plan

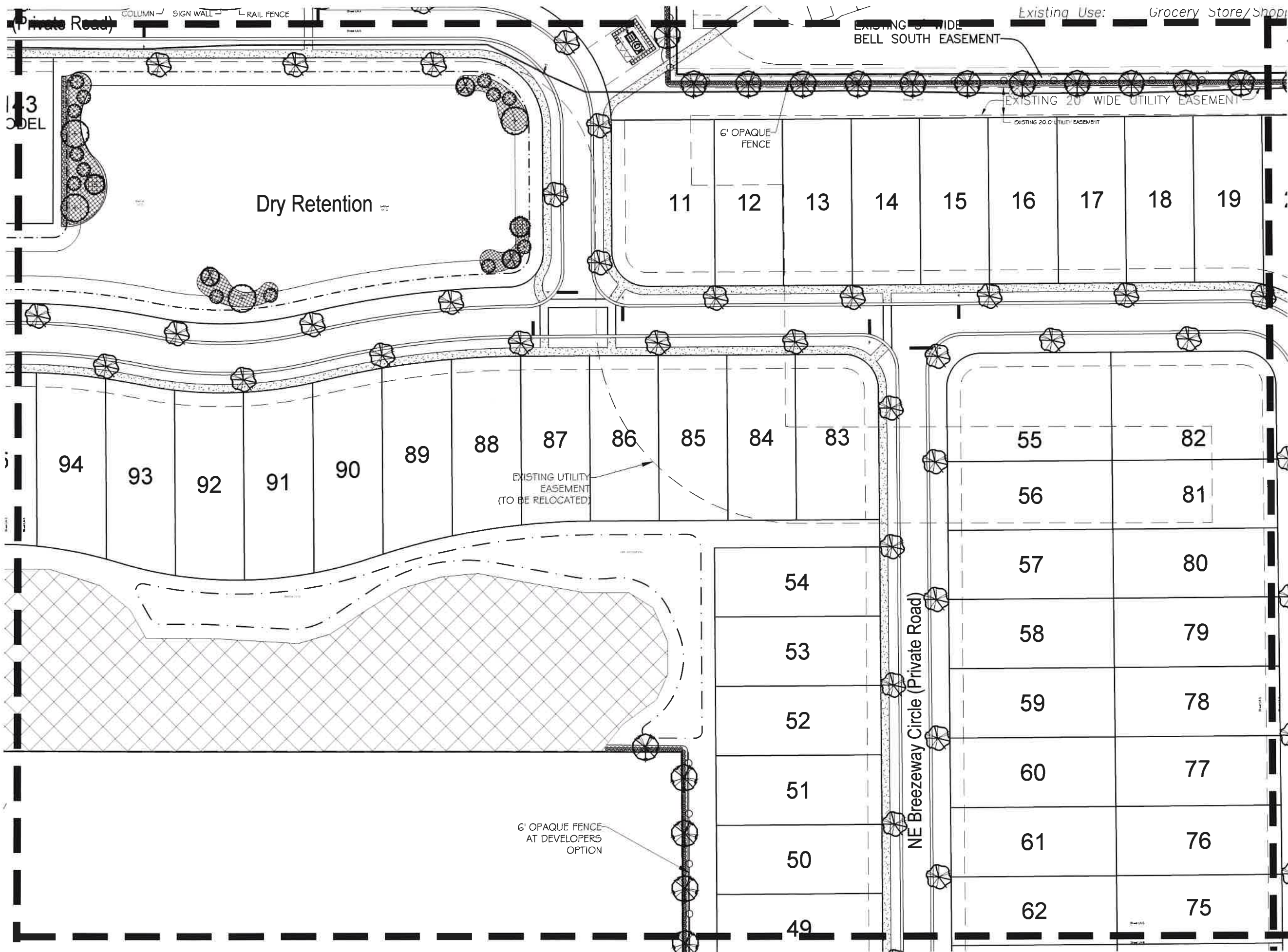
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01.16.18	PG	Amendment Submittal



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

Sheet
DF
18-130
—
Ocean Breeze West - Landscape Plan.dwg

LA-3



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701 E Ocean Blvd. Suite 34904
100 Avenue A, Suite 24, Fort Pierce, Florida 34950
827 North Thurston Avenue, Ocala, Florida 32067

(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: Ozell 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'

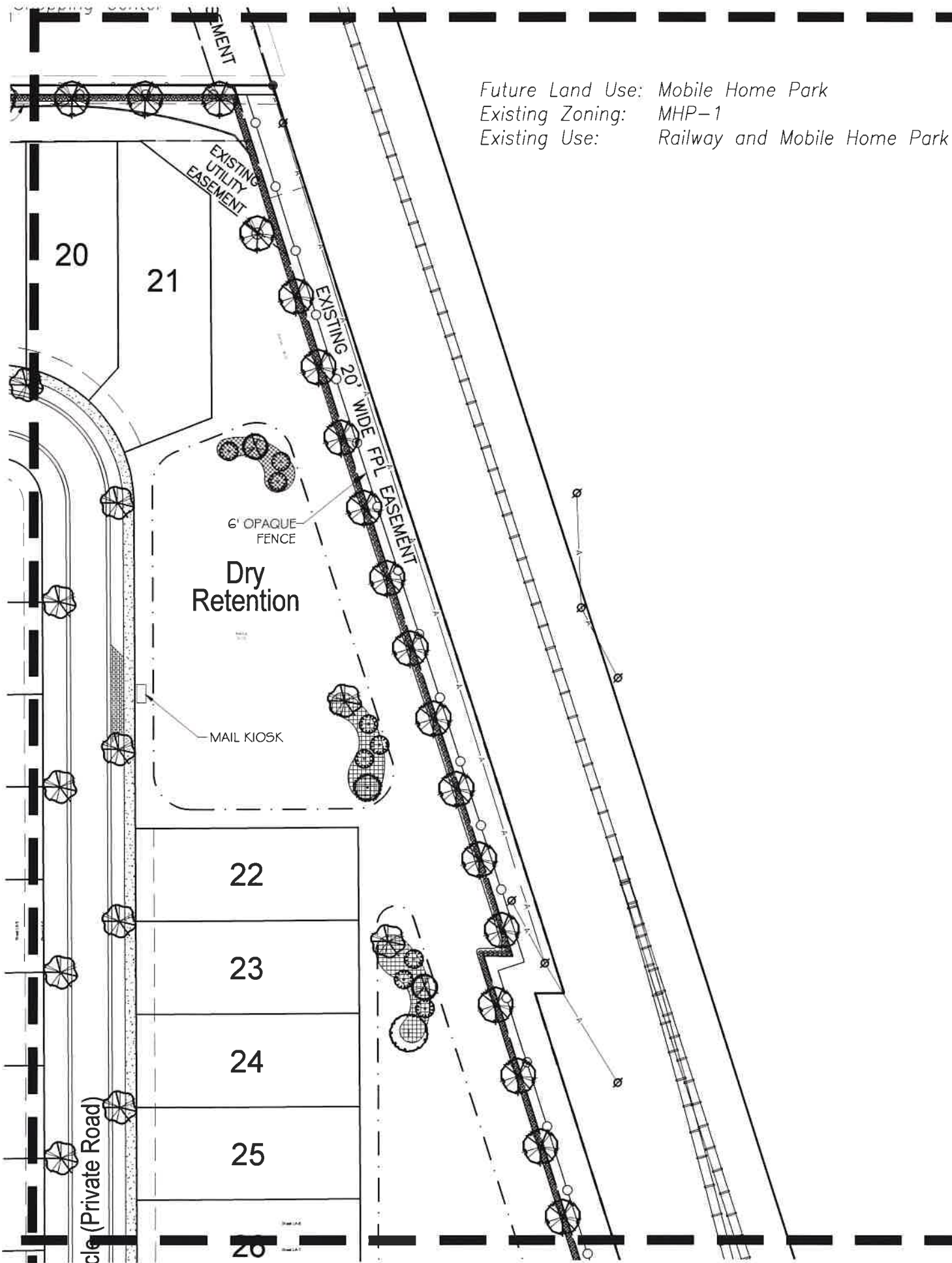
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REG # 1018
Thomas P. Lucido

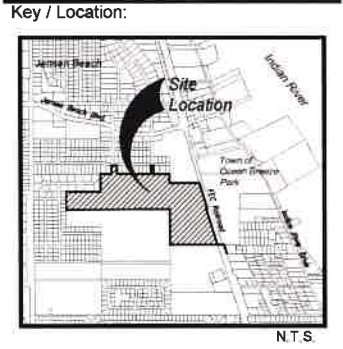
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Manager: DF
Project Number: 16-130
Municipal Number: —
Computer File: Ocean Breeze West - Landscape Plan.dwg

LA-5

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



Project Team:

Client & Property Owner:

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

Engineers: Grizzle Engineering, Inc.
2740 SW Martin Downs Blvd., Suite 418
Palm City, FL 34990

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

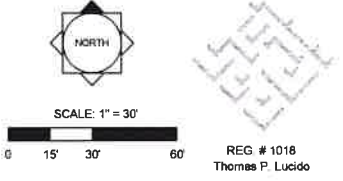
Environmental Consultant: EW Consultants
1000 SE Monterey Commons Blvd.
Suite 208
Stuart, FL 34996

Ocean Breeze West PUD

Town of Ocean Breeze
Martin County, Florida

Landscape Plan

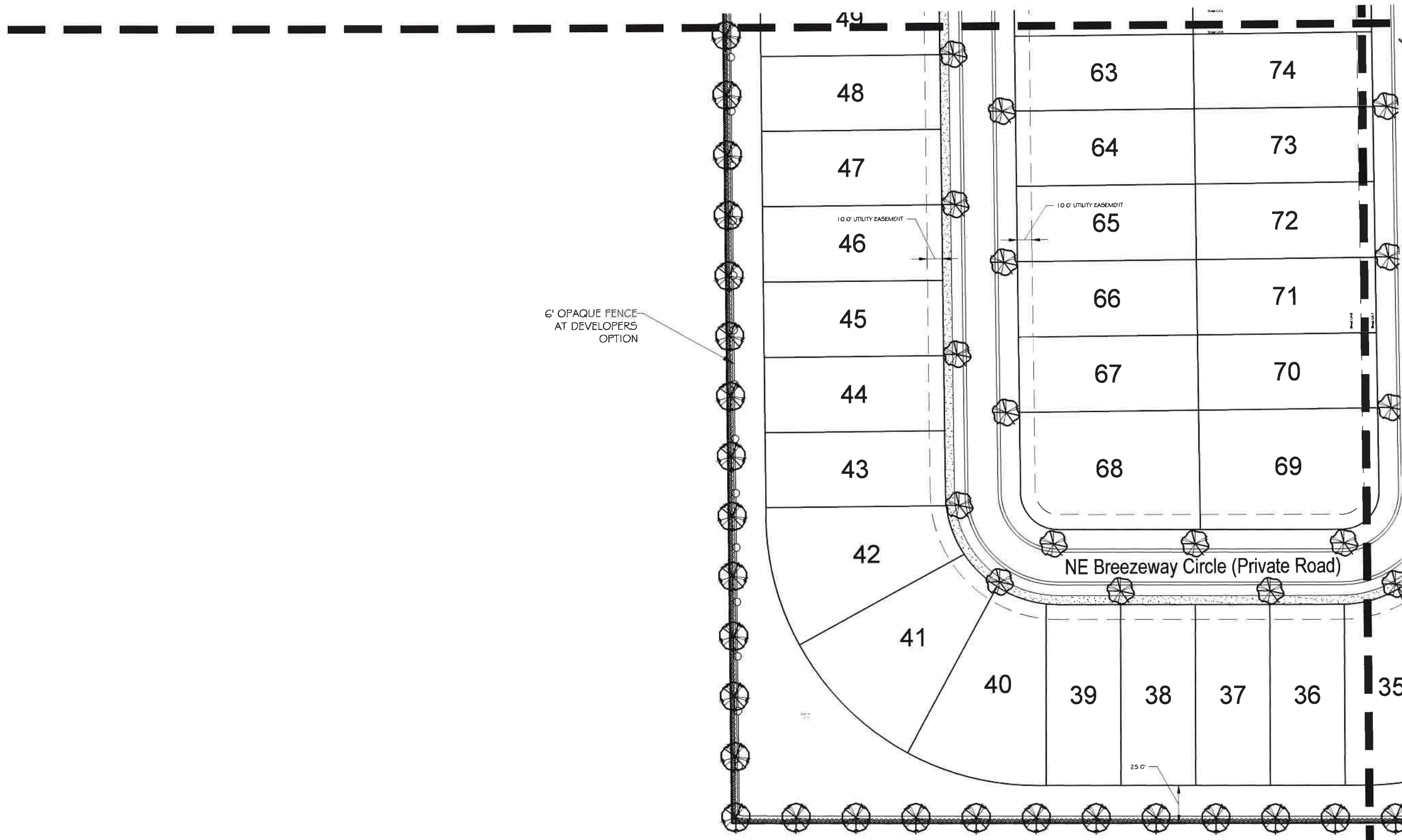
Date	By	Description
01.16.18	PG	Amendment Submittal



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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 100 Avenue A Suite 2A, Fort Pierce, Florida 34950 (772) 467-1301 Fax (772) 467-1303
 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'

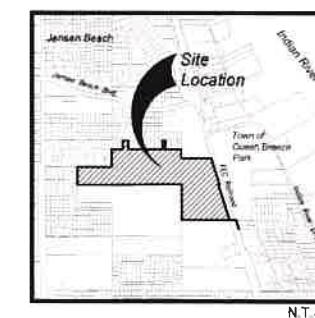
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REG # 1018
 Thomas P. Lucido

Designer	BW	Sheet
Manager	DF	LA-8
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:

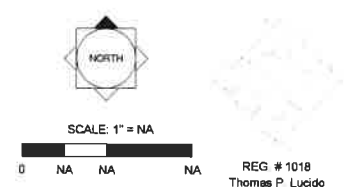
Planner: Lucido & Associates
 701 East Ocean Boulevard
 Stuart, Florida 34984
 Engineer: Gecelis Engineering, Inc.
 2740 SW Martin Downs Blvd., Suite 418
 Palm City, FL 34980
 Surveyor: GCY Incorporated
 Professional Surveyors and Mappers
 P.O. Box 1489
 Palm City, FL 34981
 Environmental Consultant: EW Consultants
 1000 SE Monterey Commons Blvd.
 Suite 208
 Stuart, FL 34986

Ocean Breeze West PUD

Town of Ocean Breeze
 Martin County, Florida

Entrance Hardscape

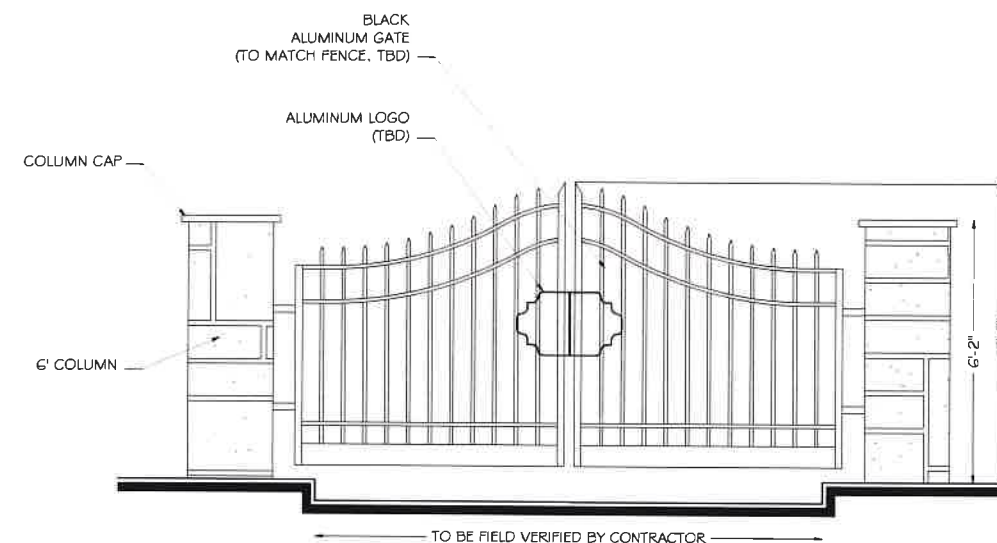
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01.16.18	PG	Amendment Submittal



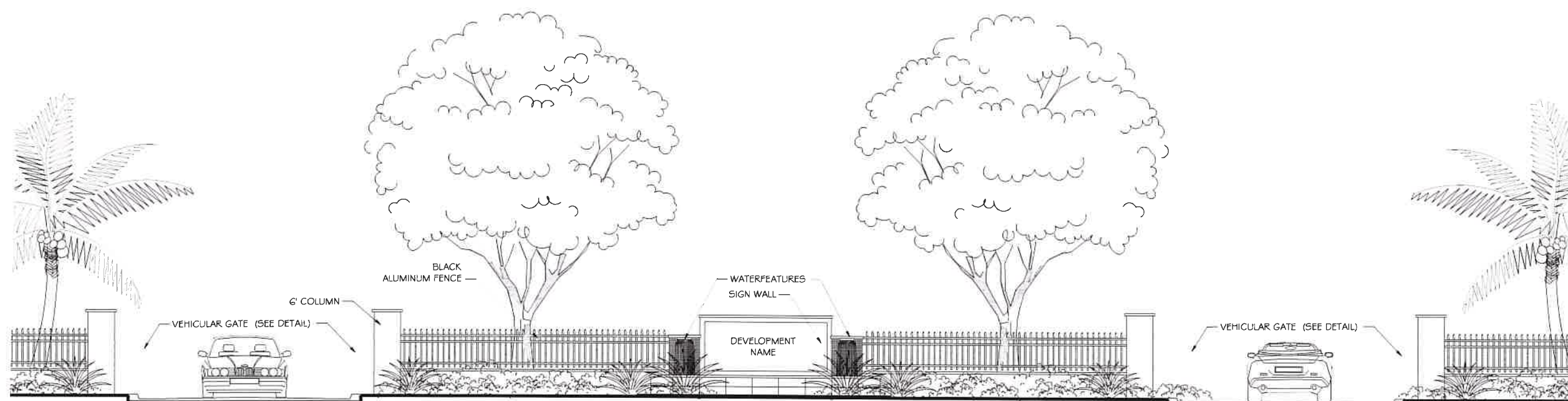
Designer: BW Sheet
 Manager: DF
 Project Number: 16-130
 Municipal Number: ---
 Computer File: Ocean Breeze West - Landscape Plan.dwg

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"

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.*

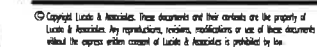
- a. No fertilizers containing phosphorus shall be applied to turf or landscape plants in unincorporated Martin County unless a soil or plant tissue deficiency of "low" or "very low" is verified by a UF/IFAS approved testing methodology. When a deficiency has been verified, the application of fertilizer 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

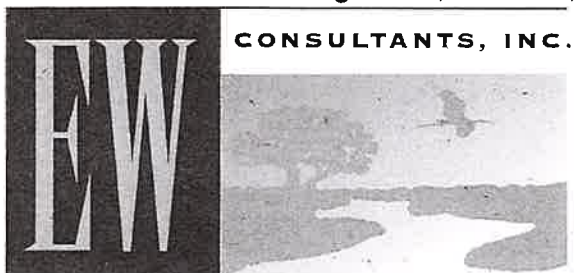
hydro-seeding for temporary or permanent erosion control in an emergency situation (wildfire, etc.), or in accordance with the stormwater pollution prevention plan for that site.

- 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.



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.

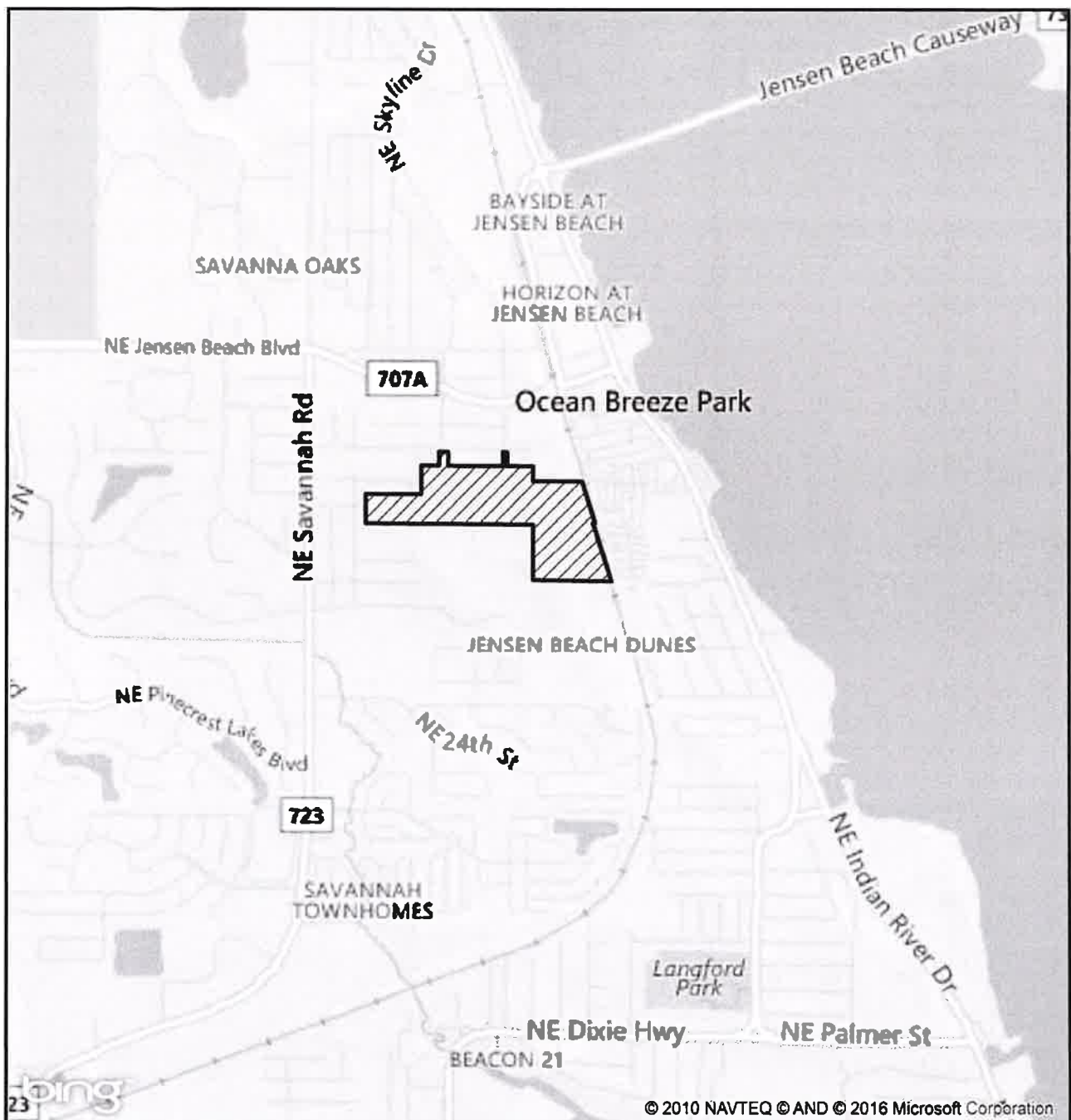
V. MONITORING -

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.


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:

Activity	Date
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 st Annual Report
Conduct/Submit 3rd Annual Monitoring Report	12 Months after 2 nd Annual Report
Conduct/Submit 4th Annual Monitoring Report	12 Months after 3 rd Annual Report
Conduct/Submit 5th Annual Monitoring Report	12 Months after 4 th Annual Report



LEGEND

 - SITE (45.1+/- AC)

0 2,000 Feet

D R HORTON OCEAN BREEZE WEST LOCATION MAP



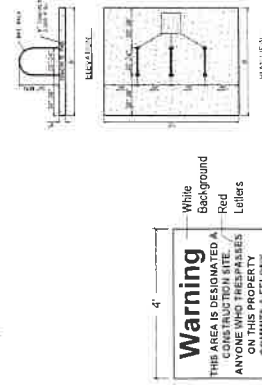
EW CONSULTANTS, INC.
1000 SE MONTEREY COMMONS BLVD., SUITE 208
STUART, FL 34996
772-287-8771 FAX 772-287-2988
WWW.EWCONSULTANTS.COM

NOV 2016

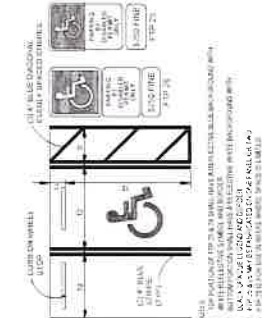
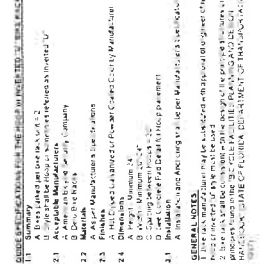
FIGURE

1

As a result, the American Public Health Association (APHA) has been able to attract a large number of participants from the United States and other countries. The APHA is the largest of the three organizations, with a membership of over 10,000. The American Public Health Association is a non-profit organization that is dedicated to the improvement of public health in the United States. The APHA is the largest of the three organizations, with a membership of over 10,000. The American Public Health Association is a non-profit organization that is dedicated to the improvement of public health in the United States.

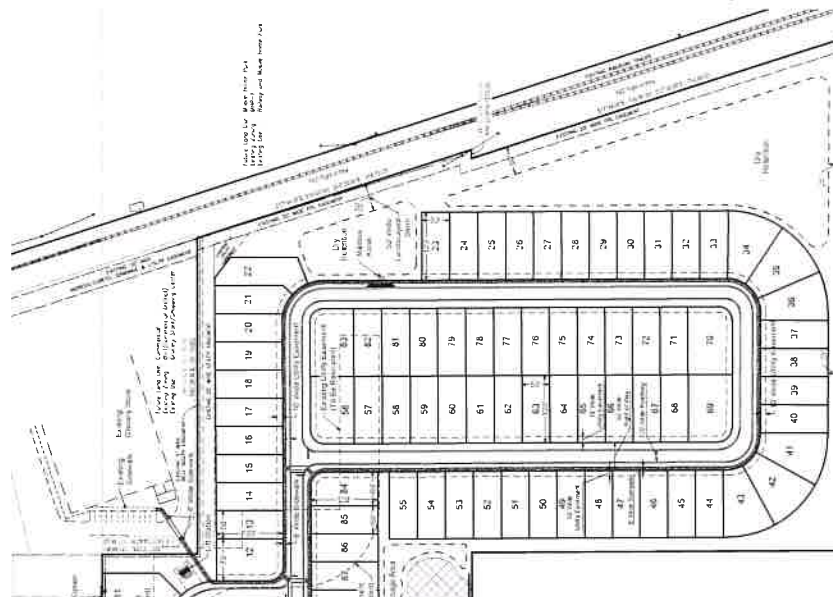
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Not to Scale



Product Type:	Single Family Homes
Product Open Space:	39%
Minimum Open Space (per lot):	35%
Maximum Lot Size:	2 Acres or 35 ft.
Minimum Lot Height:	5,000 sq. ft.
Minimum Lot Width:	50'
Minimum Lot Depth:	100'
Maximum Lot Coverage:	65%
Minimum Parking:	2 Spaces per unit
Building Setbacks*	
Front Setback	15'
Side Setback	5'
Back Setback	5'
Front Yard Coverage	10%
Side Yard Coverage	10%
Back Yard Coverage	10%

Answer: C
 An individual with a learning disability is unable to learn at the same rate as his or her peers. This is not a learning disability because the individual is not having trouble learning. The individual is having trouble understanding the material. This is a learning disability because the individual is having trouble understanding the material.



1000
1000
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Future Land Use:	Low Density
Zoning:	PUD
Total Units:	144
Gross Density:	3.2 uds/acre
Total Area:	45.10 ac.
Impervious Area:	1,954,467 sq. ft.
Impervious Area:	18.32 ac. (41%)
Impervious Area:	787,916 sq. ft.
Impervious Area:	6.44 ac.
Impervious Area:	16.88 ac. (37%)
Pervious Area:	26.79 ac. (59%)
Right-of-Way:	3.12 ac.
Right-of-Way:	12.57 ac.
Right-of-Way:	6.42 ac.
Right-of-Way:	2.25 ac.



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

Date	By	Description
11-18-16		Initial Nutrient
2-6-2017	S.L.S.	1st Residual



VERTICAL
POOL PAVILION

PLANNING COUNTY, FL

DR HORTON HOMES

POOL PAVILION

D R HORTON HOMES

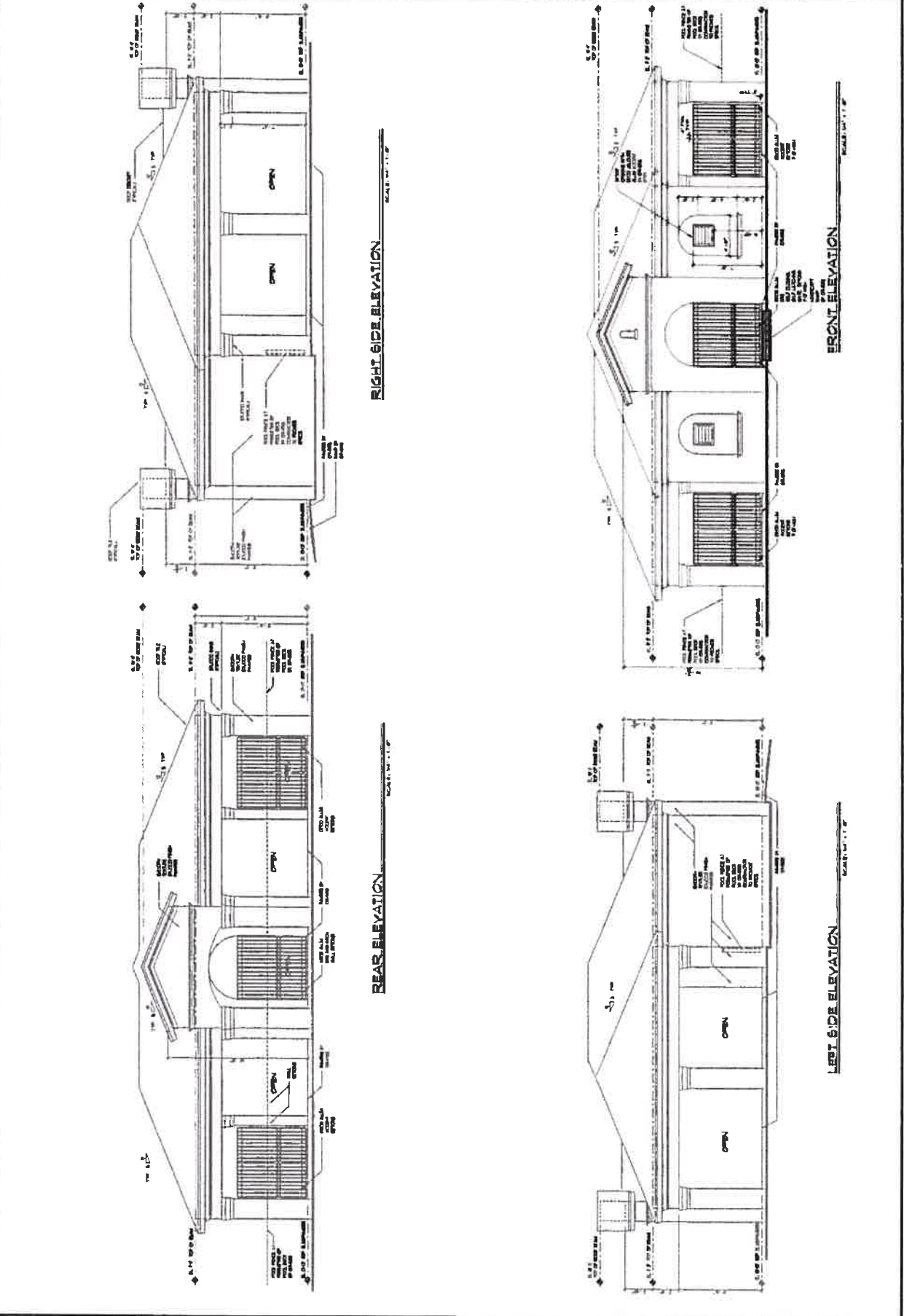
PLANNING COUNTY, FL

EXTERIOR ELEVATIONS

JAO ARCHITECTS & PLANNERS

2000 S. W. 10th Ave. Suite 1000
Miami, FL 33135
Tel: (305) 371-1111
Fax: (305) 371-1112

DATE: 01/10/01
DRAWN BY: JAO
CHECKED BY: JAO
JOB NUMBER: 01-001
SHEET NO: A-3





Aria Elevation C



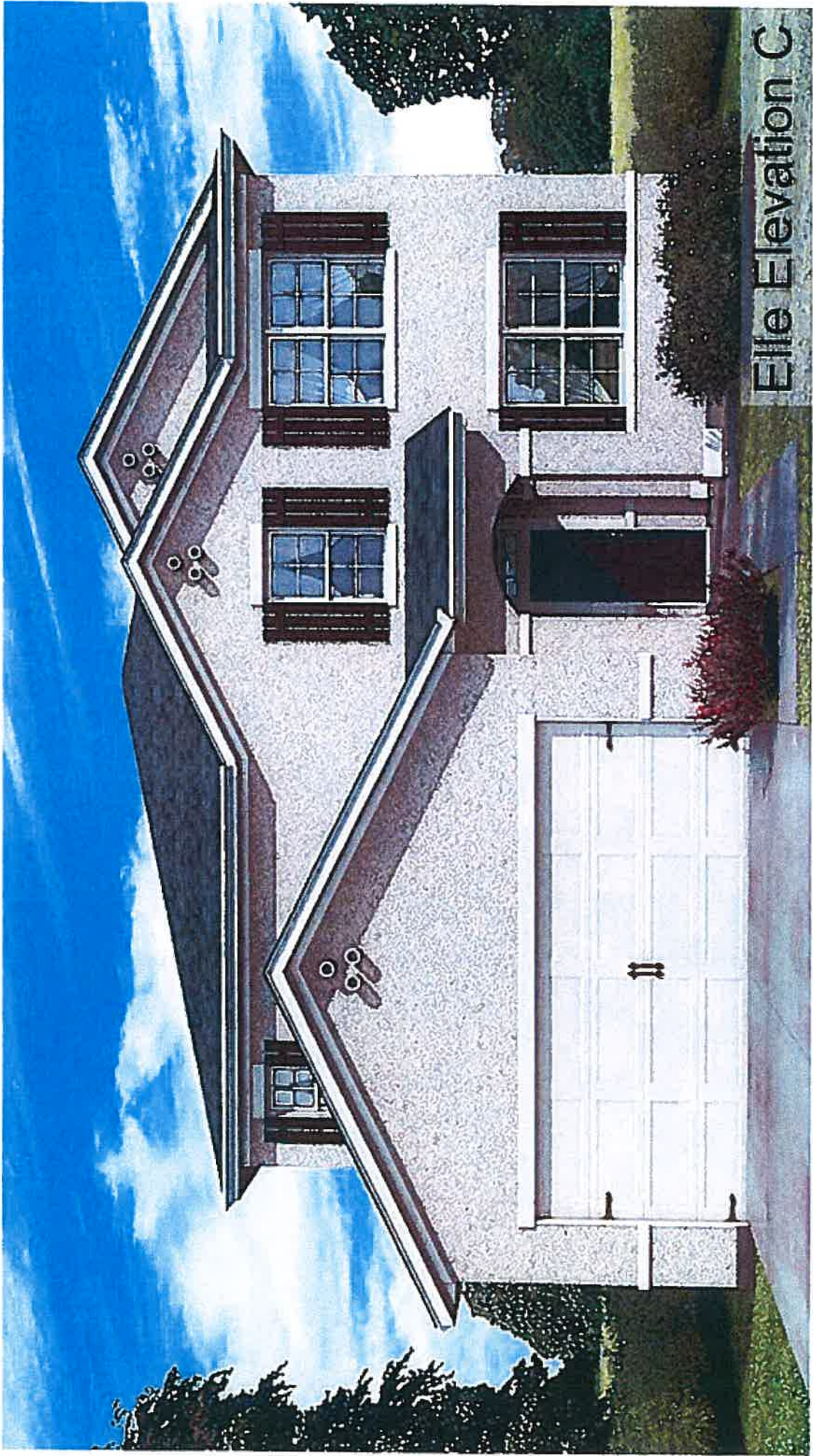
Aria Elevation D



Cali Elevation C



Cali Elevation E



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 11th 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.

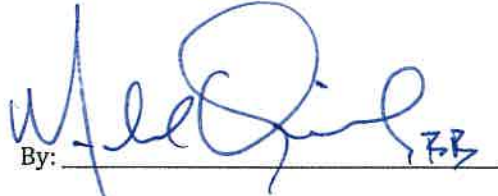
OWNER:

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

Witnesses


Print Name: MELISSA SCHWARTZ


Print Name: RYAN HARVEY

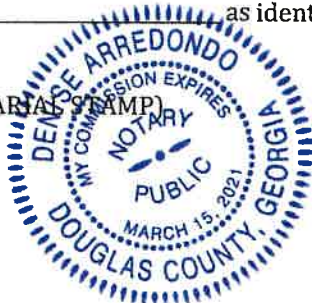

By: Michael J. Quinley, Senior Vice-President

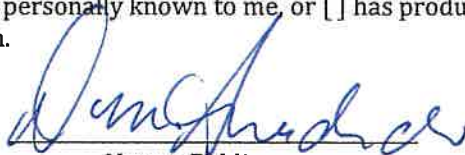
OWNER'S ACKNOWLEDGMENT

STATE OF GEORGIA
COUNTY OF COBB

The above Resolution, Acceptance and Agreement was acknowledged before me this 17th 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.

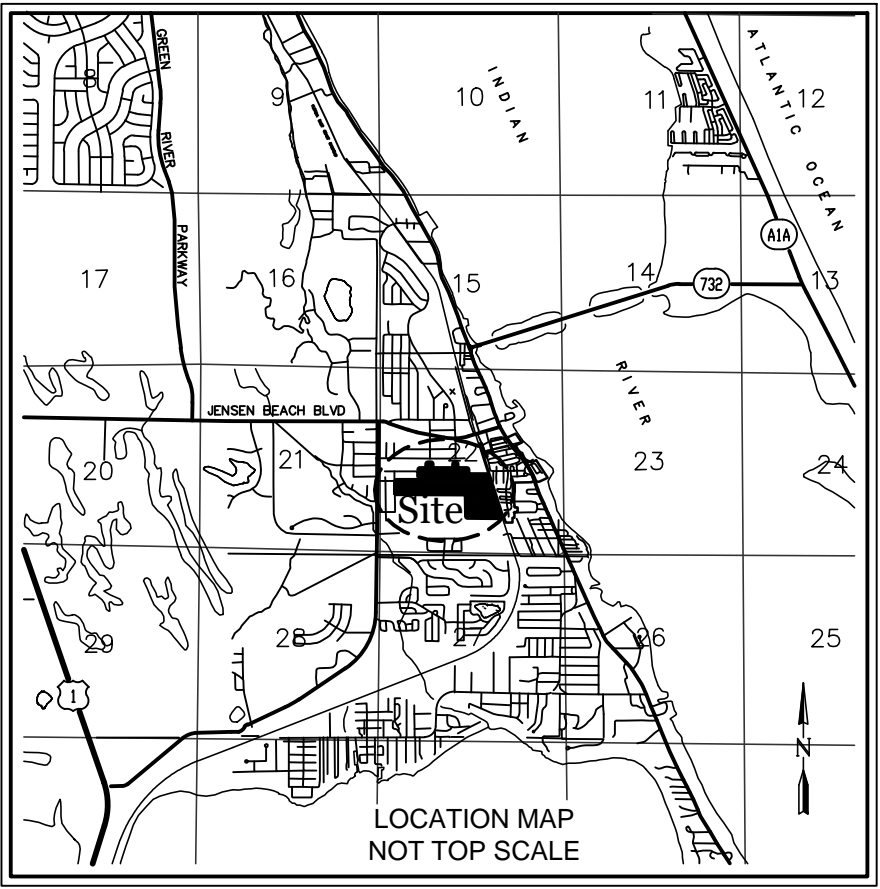
(NOTARIAL STAMP)





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.

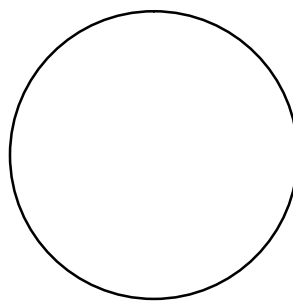
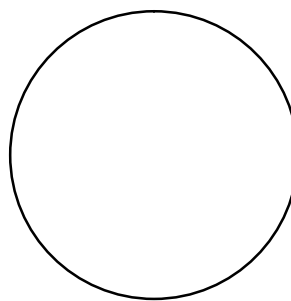
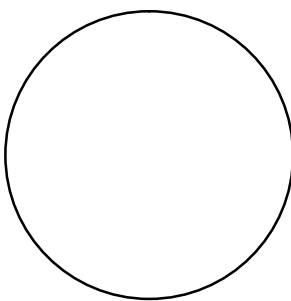
C. BEARINGS AS SHOWN HEREON ARE REFERENCED TO THE STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE, NORTH AMERICAN DATUM 1983, ADJUSTMENT OF 2011 AND ARE FURTHER REFERENCED TO THE EAST LINE OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 37 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA.

CERTIFICATE OF SURVEYOR AND MAPPER

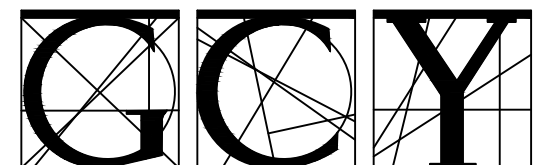
I, PETER ANDERSEN, HEREBY CERTIFY THAT THIS PLAT OF OCEAN BREEZE WEST, IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED, THAT SUCH SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION; THAT SUCH SURVEY IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF; THAT PERMANENT REFERENCE MONUMENTS 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

SURVEYOR



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

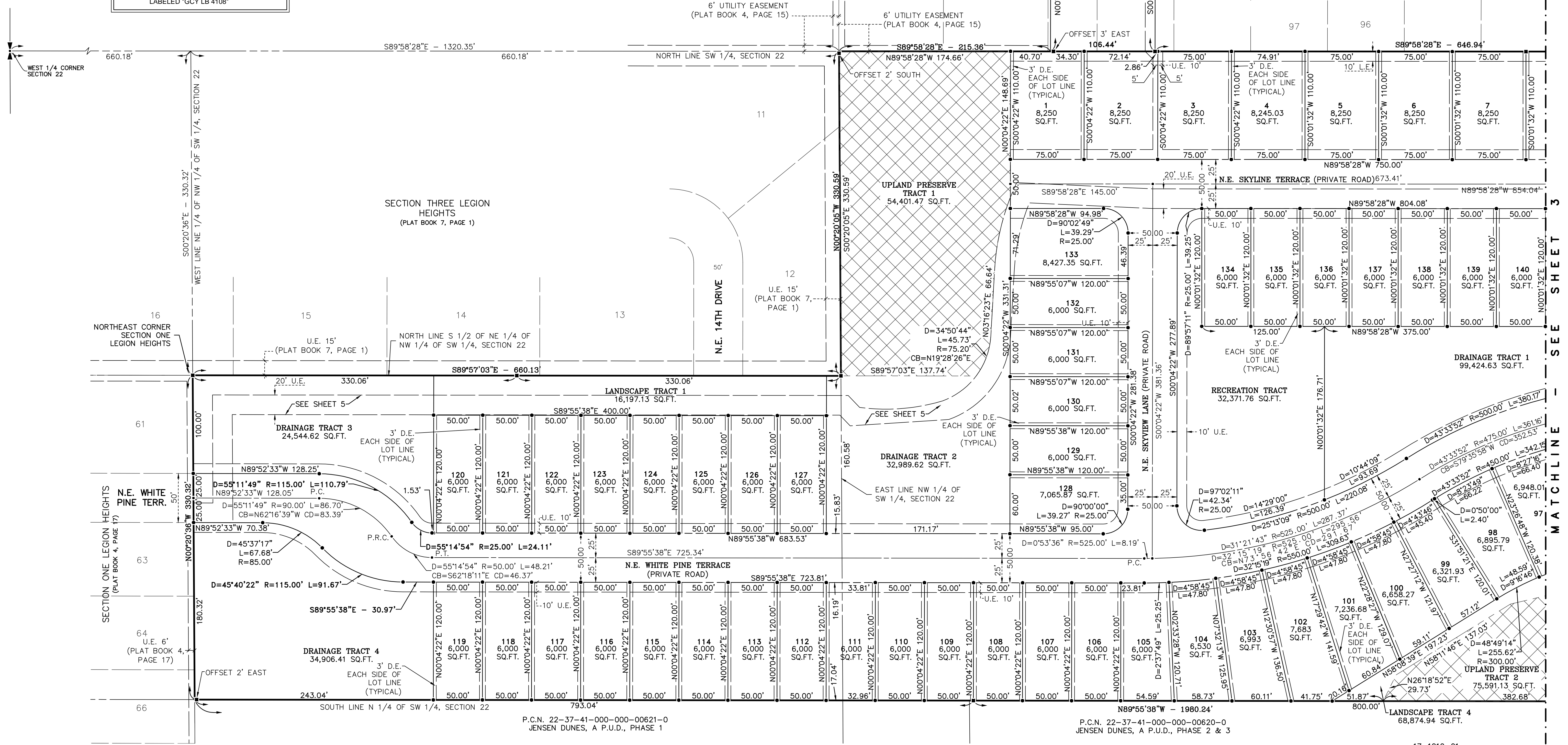
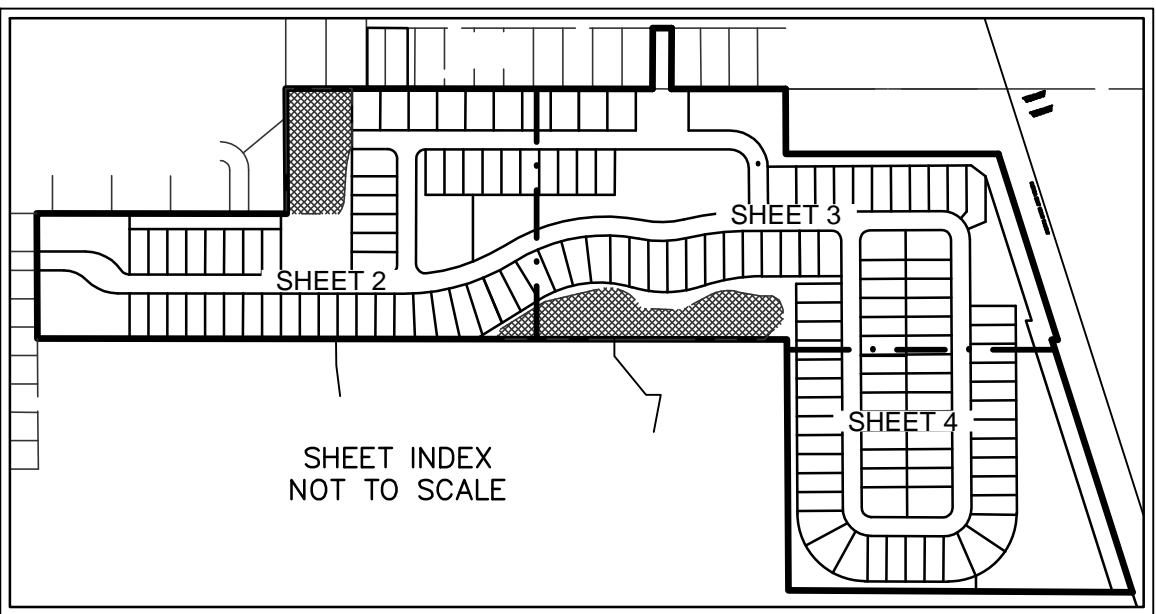
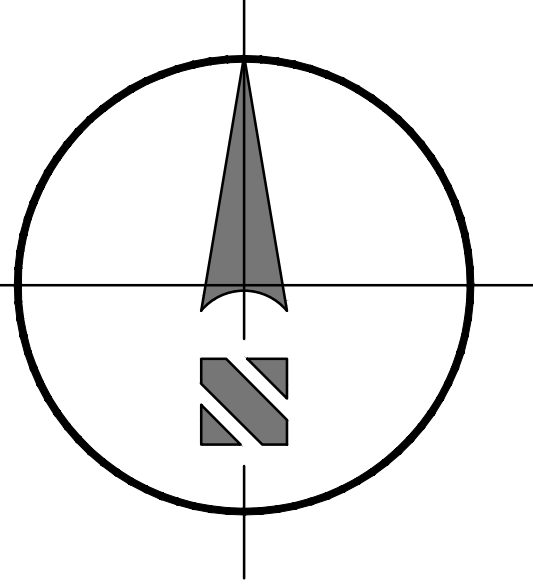
LEGEND

C.M.	= CONCRETE MONUMENT
O.R.B.	= OFFICIAL RECORDS BOOK
(M)	= MEASURED
(D)	= DEED
P.T.	= POINT OF TANGENCY
P.C.	= POINT OF CURVATURE
P.R.C.	= POINT OF REVERSE CURVATURE
D	= DELTA
L	= LENGTH
R	= RADIUS
CB	= CHORD BEARING
CD	= CHORD DISTANCE
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



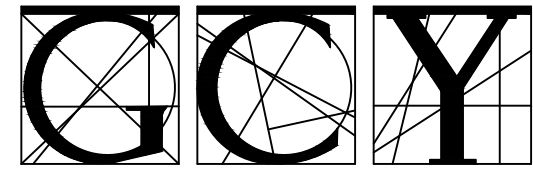
GENERAL NOTES:

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.

17-1010-01

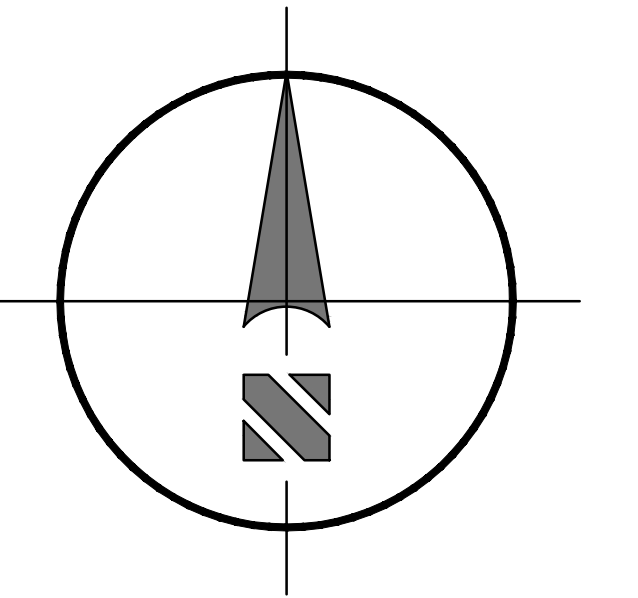
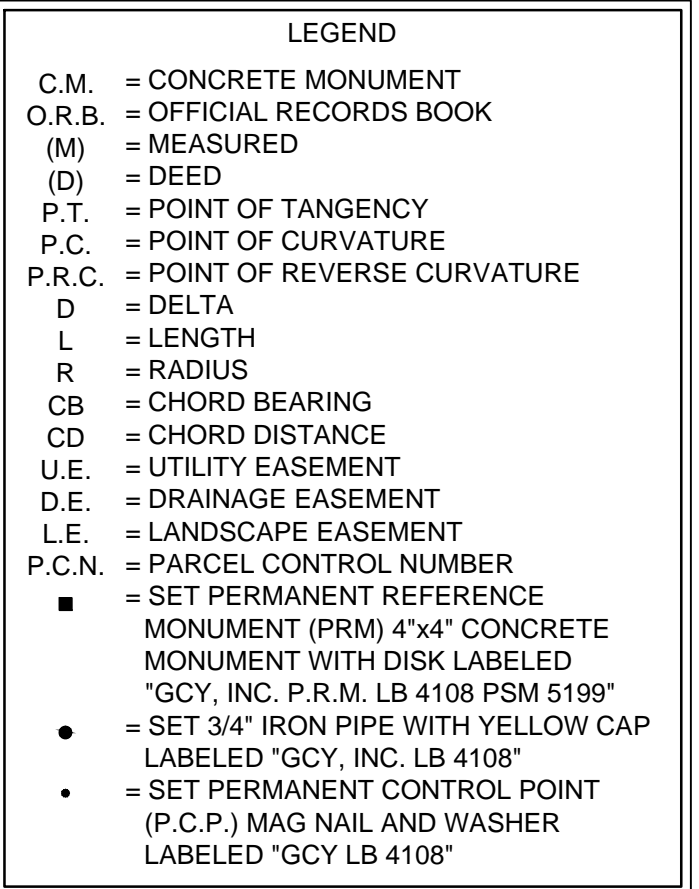


INCORPORATED
PROFESSIONAL SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION LB 4108
CORPORATE OFFICE
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PALM CITY, FL 34991
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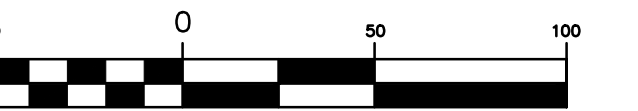
Town of Ocean Breeze
Section 22, Township 37 South, Range 41 East, Martin County, Florida

Town of Ocean Breeze

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



GRAPHIC SCALE



(IN FEET)

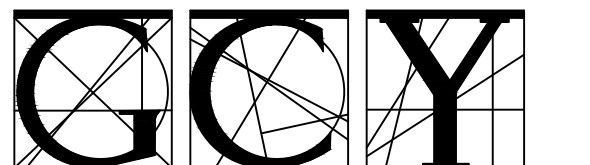
Intended display scale:
1 inch = 50 feet

GENERAL NOTES:

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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.



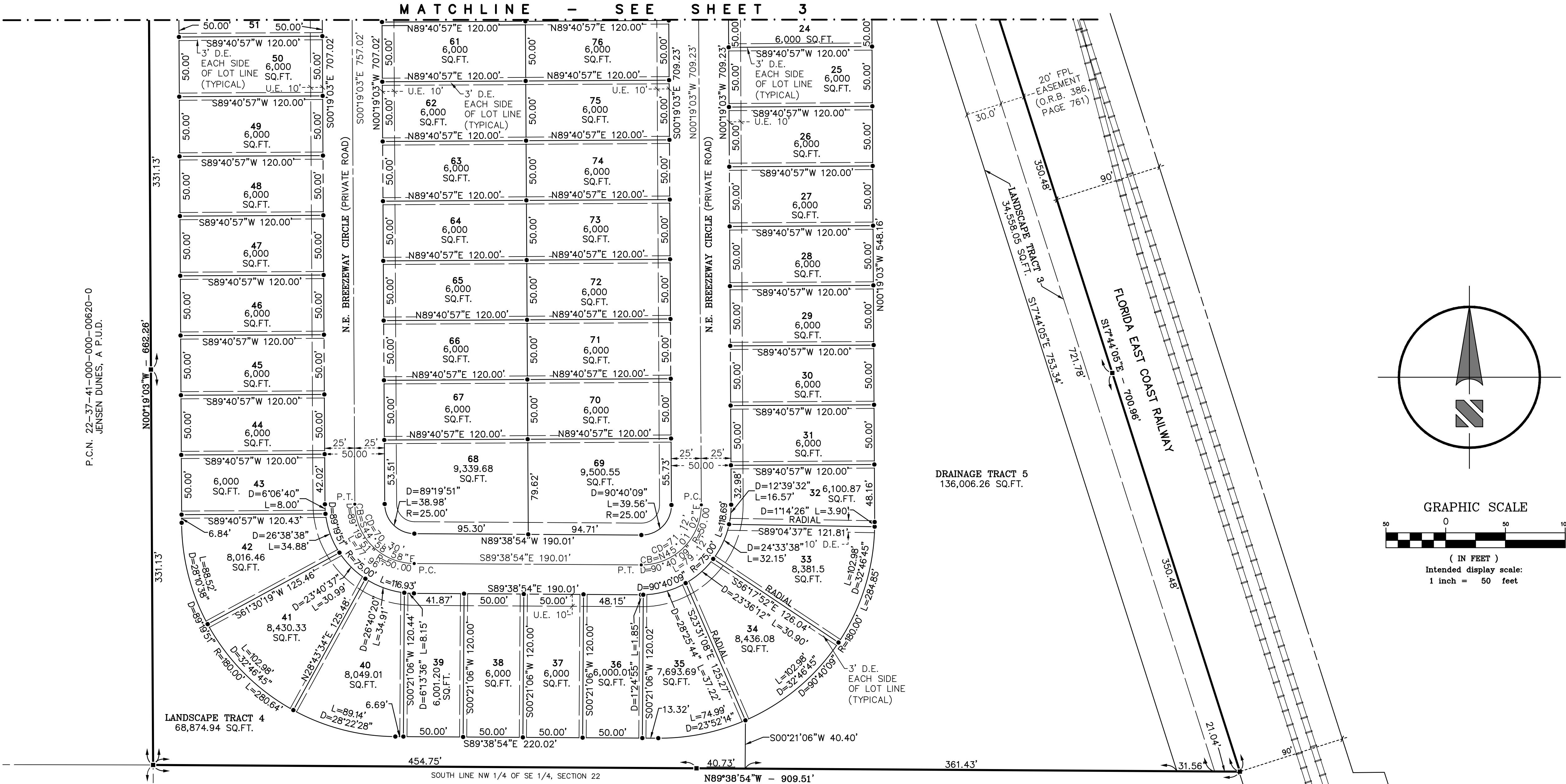
INCORPORATED
PROFESSIONAL SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION LB 4108

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.

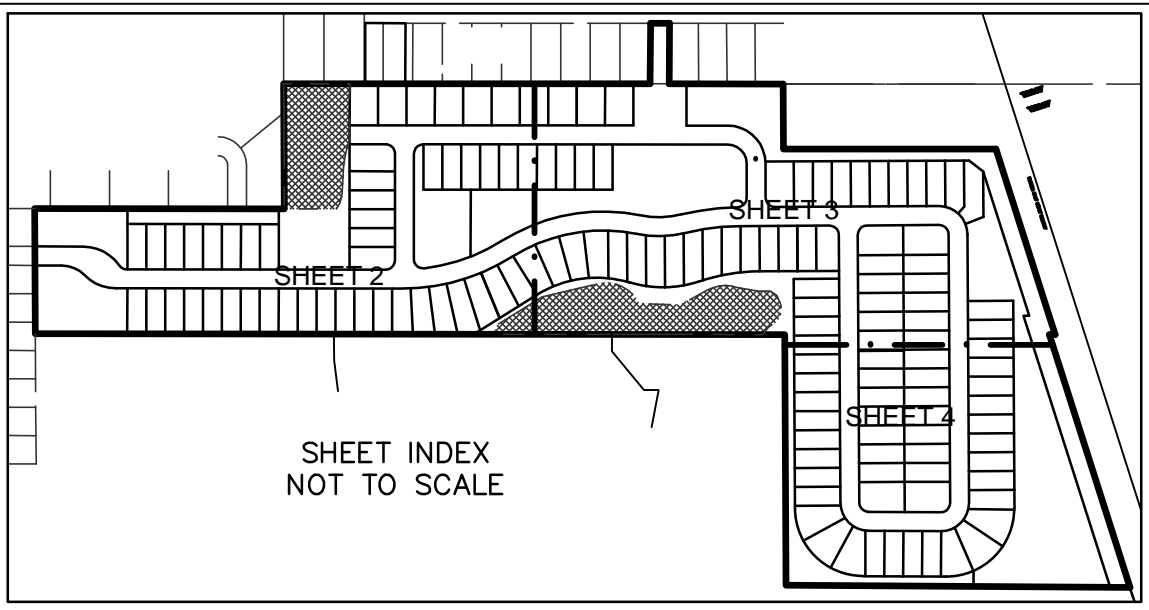
Town of Ocean Breeze

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



P.C.N. 22-37-41-000-000-00620-0
JENSEN DUNES, A P.U.D.

P.C.N. 22-37-41-003-000-00760-7
SUBDIVISION OF JAMES HOLMES
PLAT BOOK 1, PAGE 150 ST. LUCIE (NOW MARTIN) COUNTY



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
P.R.C.	= POINT OF REVERSE CURVATURE
Δ	= DELTA
L	= LENGTH
R	= RADIUS
CB	= CHORD BEARING
CD	= CHORD DISTANCE
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"

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.

17-1010-01

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

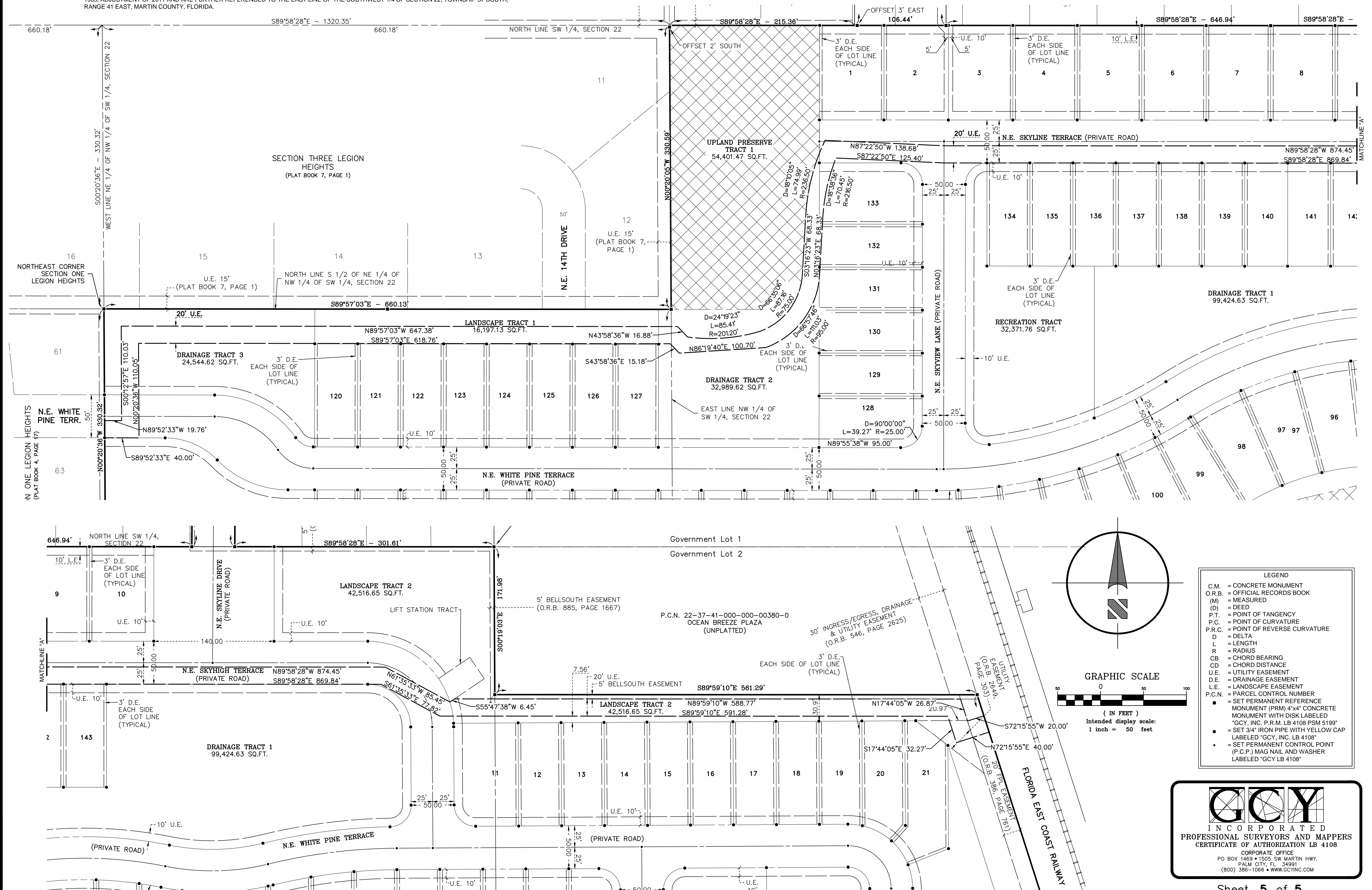
20' U.E. DETAIL

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.



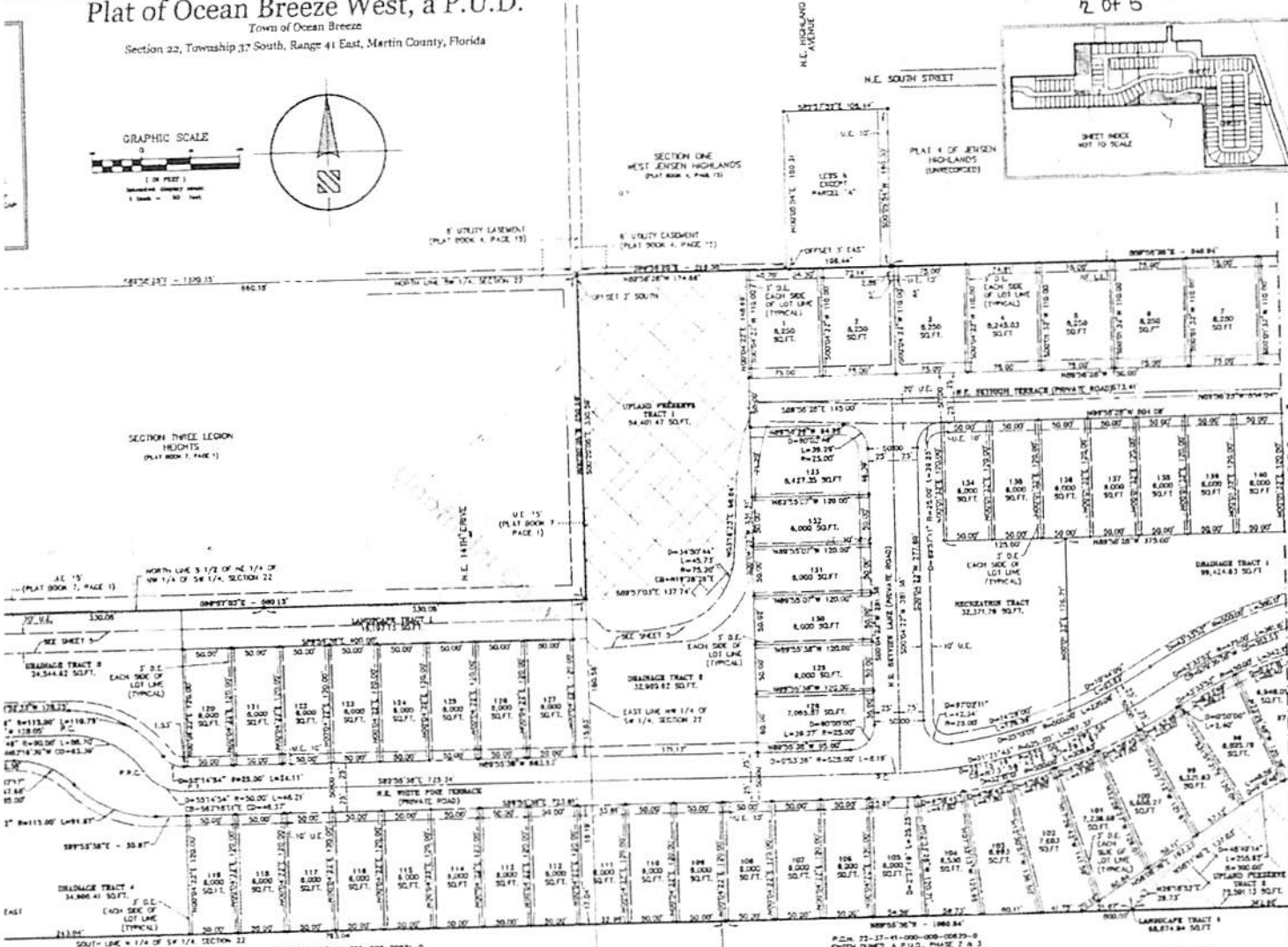
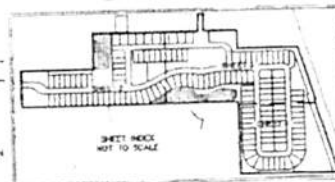
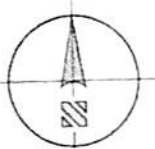
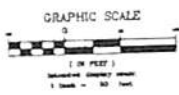
Sheet 5 of 5

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

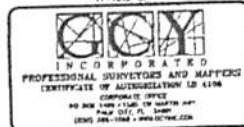
Town of Ocean Breeze

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

Plat book 18 page 2
2 of 5



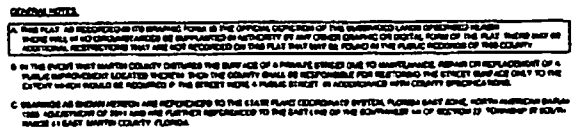
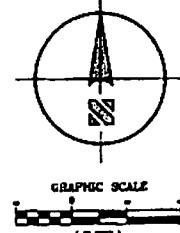
SECTION 22
A. THIS PLAT, AS RECORDED WITH GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVISION LAYERS OR RECORD HEREIN.
B. IN THE EVENT THAT MARTIN COUNTY OBTAINS THE SURFACE OF A PRIVATE STREET DUE TO MAINTENANCE, REPAIR OR REPLACEMENT OF A PUBLIC IMPROVEMENT LOCATED THEREON, THEN THE COUNTY SHALL 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.
C. REFERENCE TO 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.



Sheet 2 of 5

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

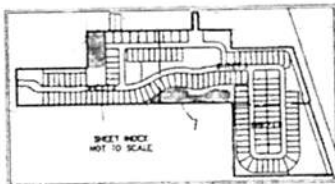
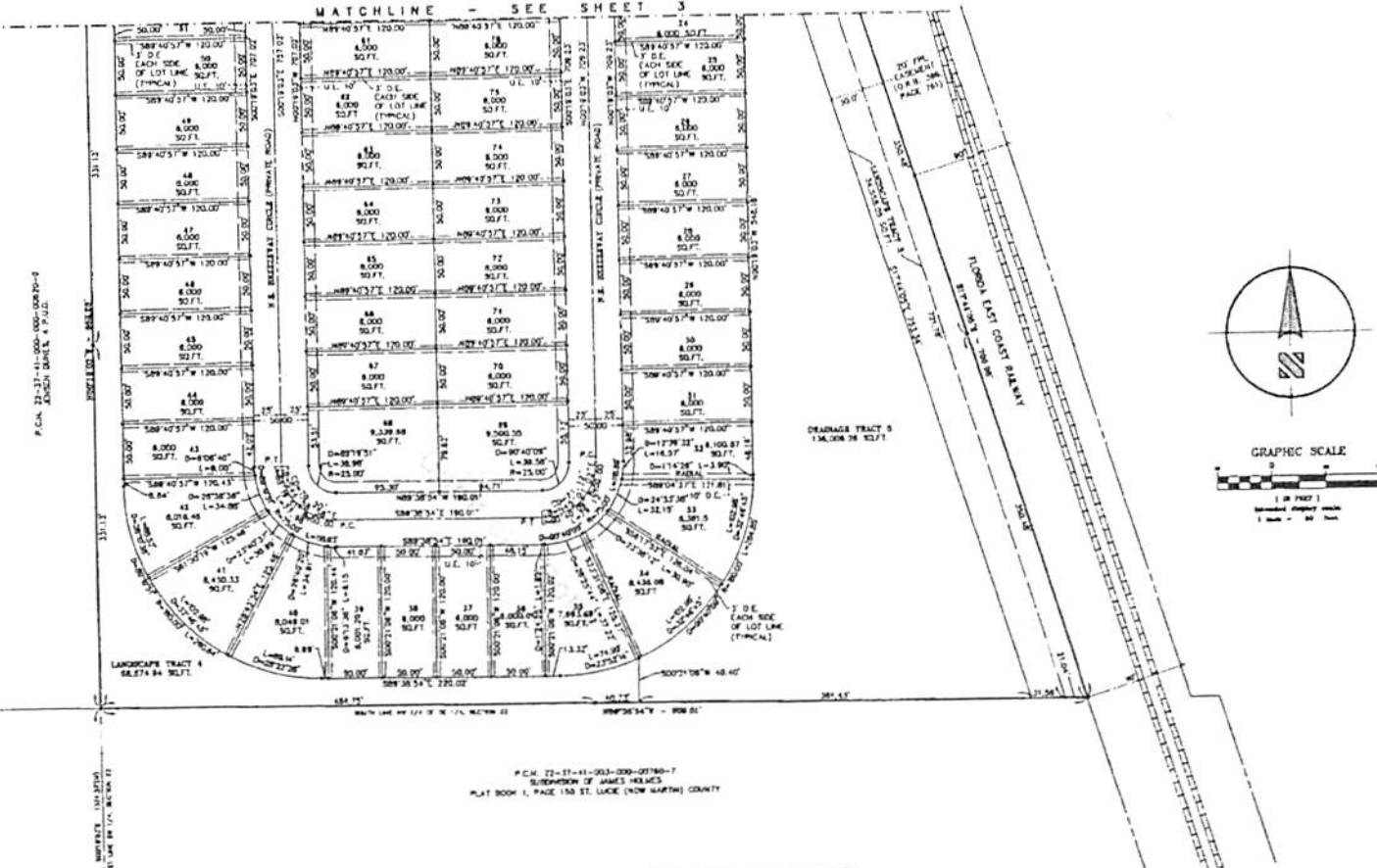
3 of 5



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

Plat book 18 page 4
4 of 5

WATCHLINE - SEE SHEET 3



- UNRECORDED
- C W = CONCRETE MOUNTAIN
D R B = OFFICIAL RECORDING ROOM
(M) = MOUNTAIN
C L = CREEK
P T = POINT OF TANGENCY
P C = POINT OF CURVATURE
P R C = POINT OF REVERSE CURVATURE
C R = CREEK
L = LENGTH
R = RADIUS
CB = CHORD BEARING
CD = CHORD DISTANCE
U C = UTILITY EASEMENT
D = DRAINAGE EASEMENT
L B = UNDERPAID EASEMENT
P = PRINCIPAL, CORNER, NUMBER
* SET PERMANENT REFERENCE
MOUNTAIN (M) SET CONCRETE
MOUNTAIN WITH CORNER LABELED
"TOSTY INC. P. R. M. LB. 448. 160. 118.0"
* SET 3/4 IRON PIPE WITH YELLOW CAP
LABELED "TOSTY INC. LB. 118.0"
* SET PERMANENT CORNER POINT
OF C P ROAD NAD AND NUMBER
LABELED "TOSTY LB. 118.0"

GENERAL NOTE

1. IN THE EVENT THAT WORTH COUNTY DISTURBS THE SURFACE OF A TRIMMATE STREET DUE TO MAINTENANCE, REPAIR OR REPLACEMENT OF THE PUBLIC IMPROVEMENT LOCATED THEREIN, THEN THE COUNTY SHALL BE RESPONSIBLE FOR REPAIRING THE SURFACE OF THE STREET TO THE EXTENT WHICH WOULD BE REQUIRED IF THE STREET HAD A PUBLIC STREET IN THE CITY WITH THE SAME TYPE OF SPECIFICATIONS.

17-1029-3



INCORPORATED
PROFESSIONAL SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION 13 4126
CORPORATE OFFICE
PO BOX 1486 • 1000 SW NORTON AVE.
FALL CREEK, IL 62404
(800) 556-1000 • WWW.ACTING.COM

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.

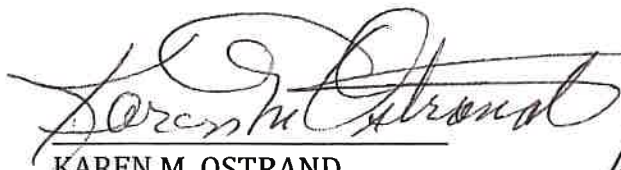
SECTION 6. This resolution shall become effective immediately upon adoption by the Town Council and acceptance by the OWNER.

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 12TH 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

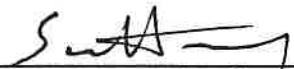
BY SIGNING THIS ACCEPTANCE AND AGREEMENT, THE UNDERSIGNED ON BEHALF OF ITSELF, ITS SUCCESSORS AND ASSIGNS HEREBY ACCEPTS AND AGREES TO ALL OF THE REVISED TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION NO. 293-2019 INCLUDING ALL EXHIBITS, ATTACHMENTS AND DEVELOPMENT DOCUMENTS, INTENDING TO BE BOUND 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.

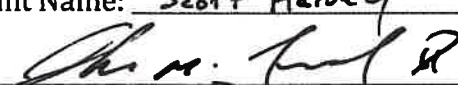
IN WITNESS WHEREOF THE UNDERSIGNED HAS EXECUTED THIS ACCEPTANCE AND AGREEMENT.

OWNER:

Witnesses

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


Print Name: Scott Harvey


Print Name: JOHN GARTY

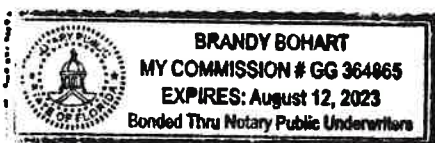
By: 
Nicolas Aparicio
President-Florida Region

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)



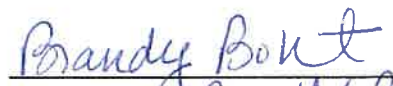
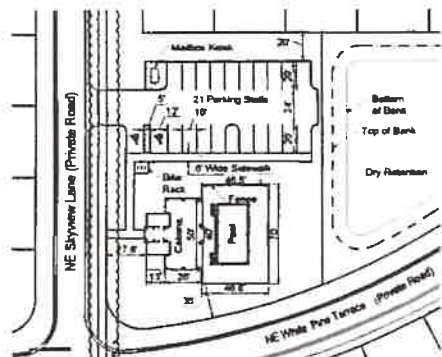
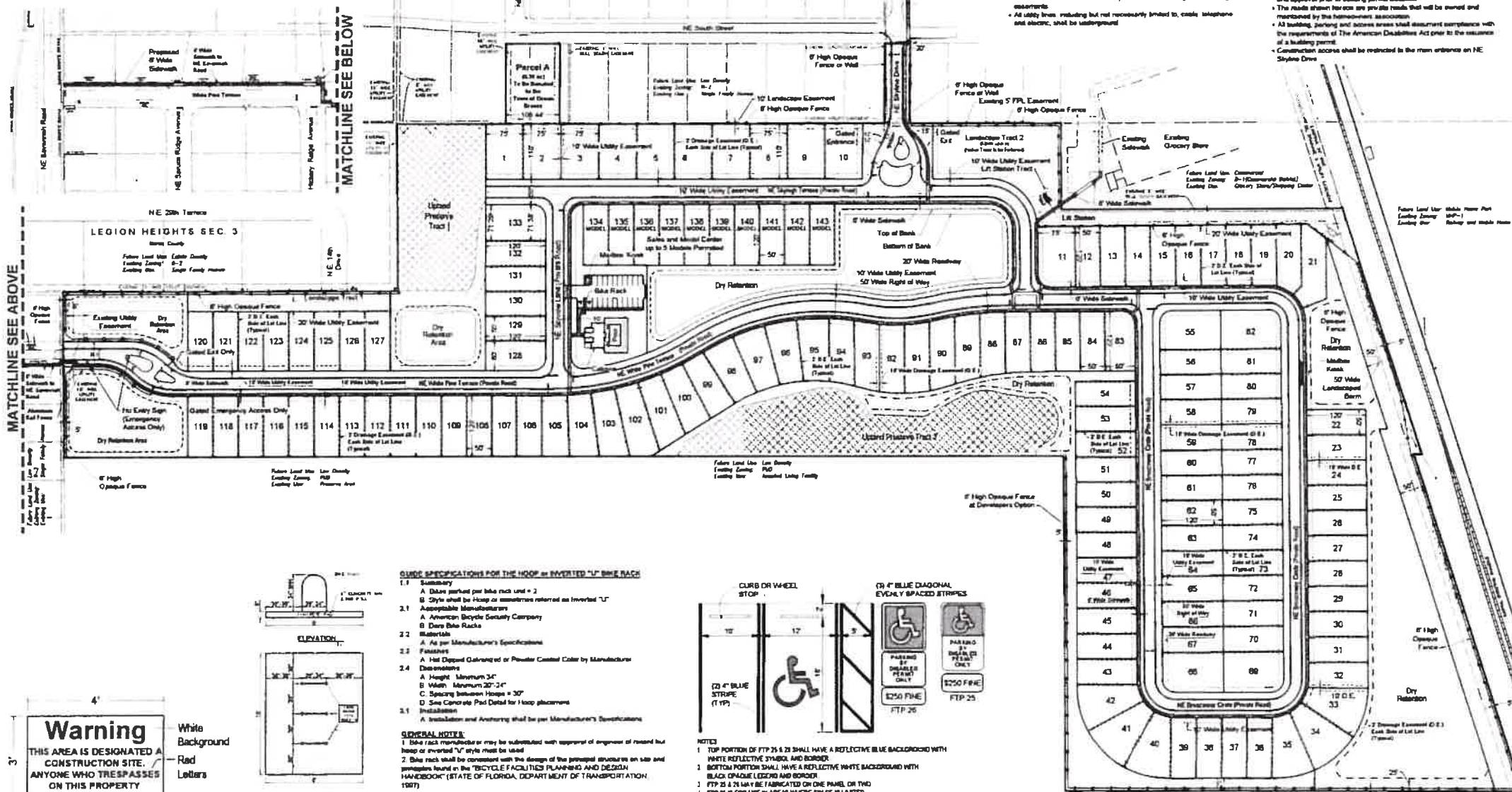

Notary Public BRANDY BOHART
My commission expires: 8-12-2023

EXHIBIT A - REVISED MASTER/FINAL SITE PLAN



Clubhouse and Pool Detail

Scale 1"=50'



Construction Sign Detail

Not to Scale



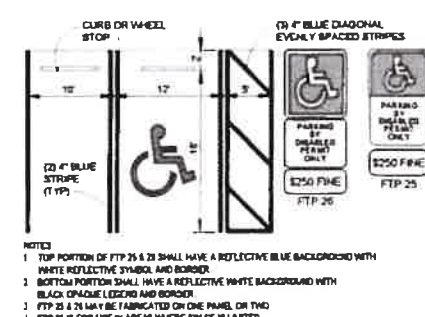
Bike Rack & Concrete Pad Details

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 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 sq ft
Impervious Area:	790,838 sq ft
Right of Way:	194,256 sq ft
Lot Area:	572,033 sq ft
Recreational & Common Areas:	14,860 sq ft
Parcel A Dedication:	8,531 sq ft
Permeable Area:	1,174,428 sq ft
Right of Way:	177,227 sq ft
Recreational & Common Areas:	280,562 sq ft
Dry Retention Areas:	278,880 sq ft
Upland Preserve Areas:	129,187 sq ft
Parcel A Dedication:	8,531 sq ft

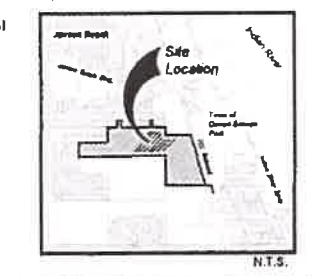
General Notes:

- 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-filed 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



Lucido & Associates, Inc.
101 E. Exchange Blvd., Suite 100, Fort Lauderdale, FL 33301
Tel: (954) 561-1111 Fax: (954) 561-1112
Web: www.lucido.com

Key / Location:



Project Team:

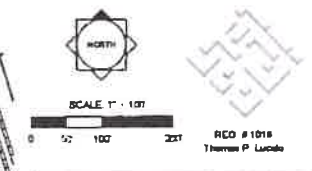
Property Owner:	OSP West, LLC
Planner:	Lucido & Associates
Engineer:	Lucido & Associates
Surveyor:	OCY Incorporated
Environmental Consultant:	EW Consultants

Ocean Breeze West PUD

Town of Ocean Breeze
Martin County, Florida

Revised Master / Final Site Plan

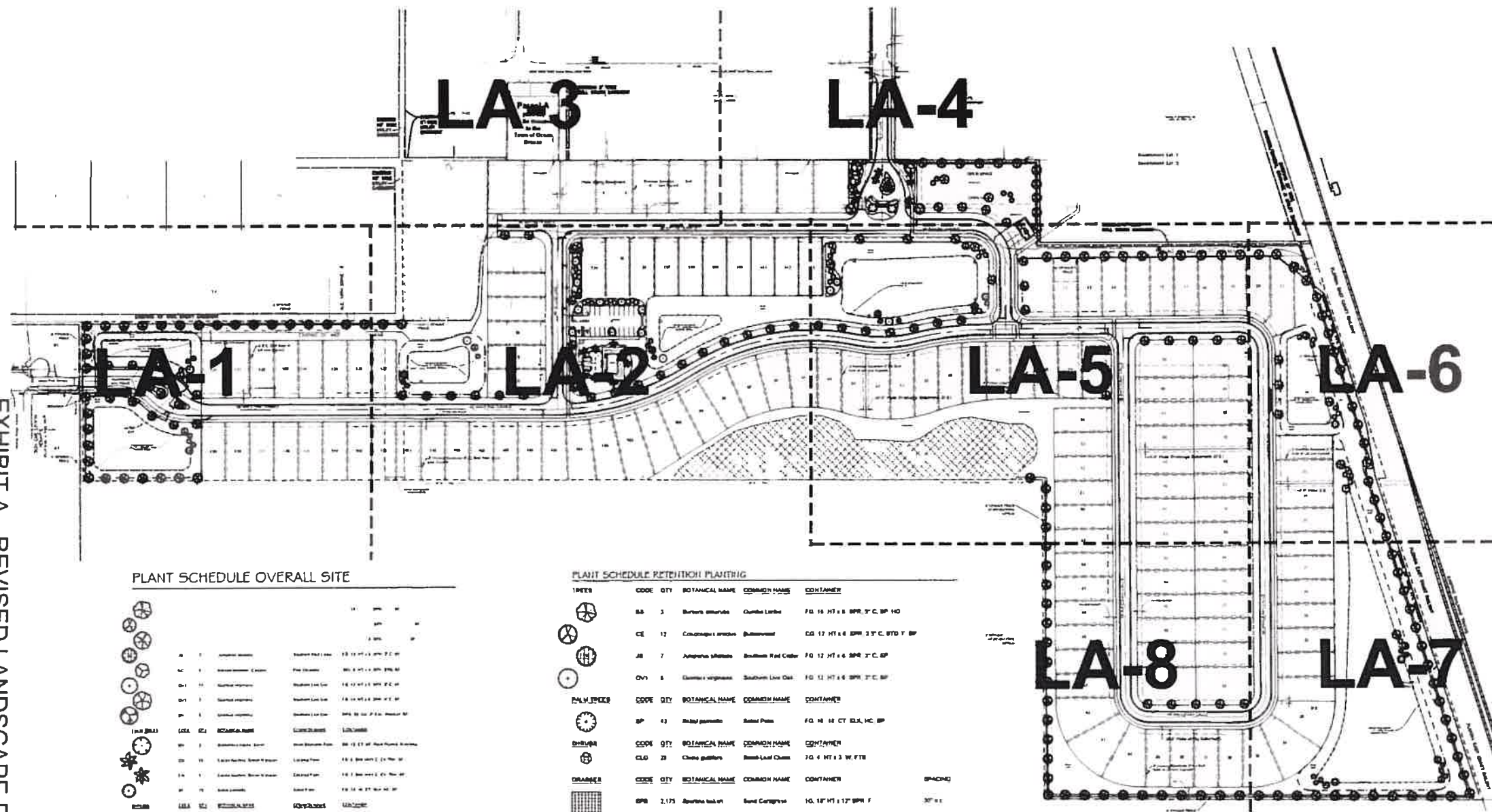
Date	By	Description
11-2-17	S.L.S.	PUD Assessment Submittal
05-21-18	S.L.S.	Updated PUD Plan Revisions
07-28-18	S.L.W.	Revised Pool / Shared Trains



Designer:	SLS
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

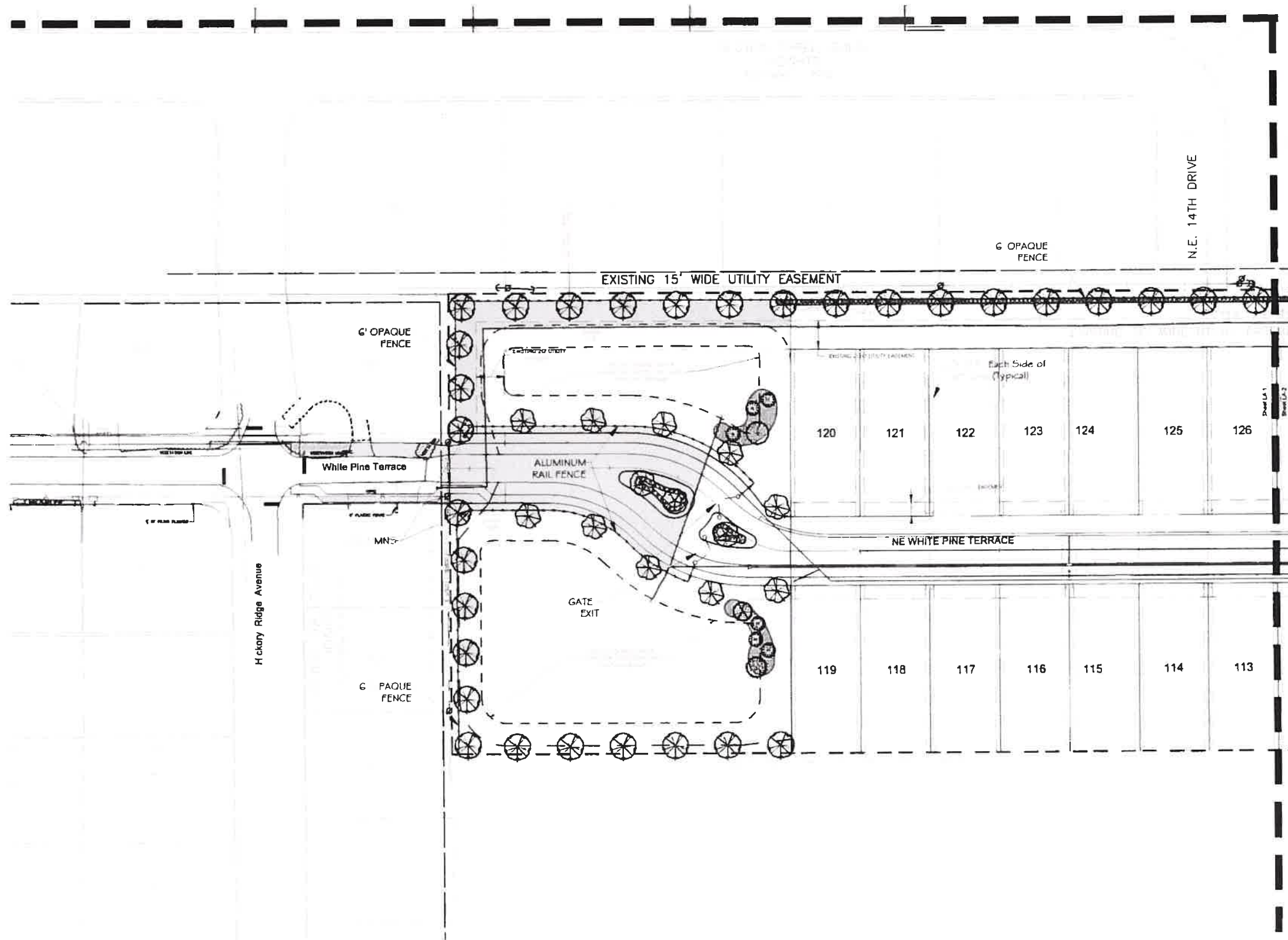
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4	4	4	4	4	4
5	5	5	5	5	5
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PLANT SCHEDULE RETENTION PLANTING

SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER
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3	3	3	3	3	3
4	4	4	4	4	4
5	5	5	5	5	5
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100	100	100	100	100	100

PLANT SCHEDULE STREET TREES

SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER
	88	200	Burns's palmetto	Gumbo Limbo	10 Lb HT x 8 SPW 3" C, BP, HD
	092	8	Quercus virginiana	Southern Live Oak	10 Lb HT x 8 SPW 4" C, BP
PALM TREES					
SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER
	00	3	Coccothrinax Oryzalis Malayan	Coccoloba Palm	10 Lb HT W/ 1 C, CV, TH, BP
	01	2	Coccothrinax Oryzalis Malayan	Coccoloba Palm	10 Lb HT W/ 1 C, CV, TH, BP
	02	12	Sabal palmetto	Sabal Palm	10 Lb HT 1 C, BLK, NC, BP



lucido & associates

1000 NE 14th Avenue, Suite 100, Fort Lauderdale, FL 33304
 Phone: (954) 561-1121 Fax: (954) 561-1122
 Email: info@lucido.com Website: www.lucido.com

Key / Location:

N.T.S.

Project Team:

Client & Property Owner:

Planner: Lucido & Associates
 1000 NE 14th Avenue, Suite 100
 Fort Lauderdale, FL 33304

Engineer: Lucido Engineering Inc.
 2148 NW 14th Avenue, Suite 110
 Fort Lauderdale, FL 33304

Surveyor: OCY Incorporated
 Professional Surveyors and Mapmakers
 1000 NE 14th Avenue, Suite 100
 Fort Lauderdale, FL 33304

Environmental Consultant: ENE Consultants
 1800 NE 14th Avenue, Suite 100
 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'

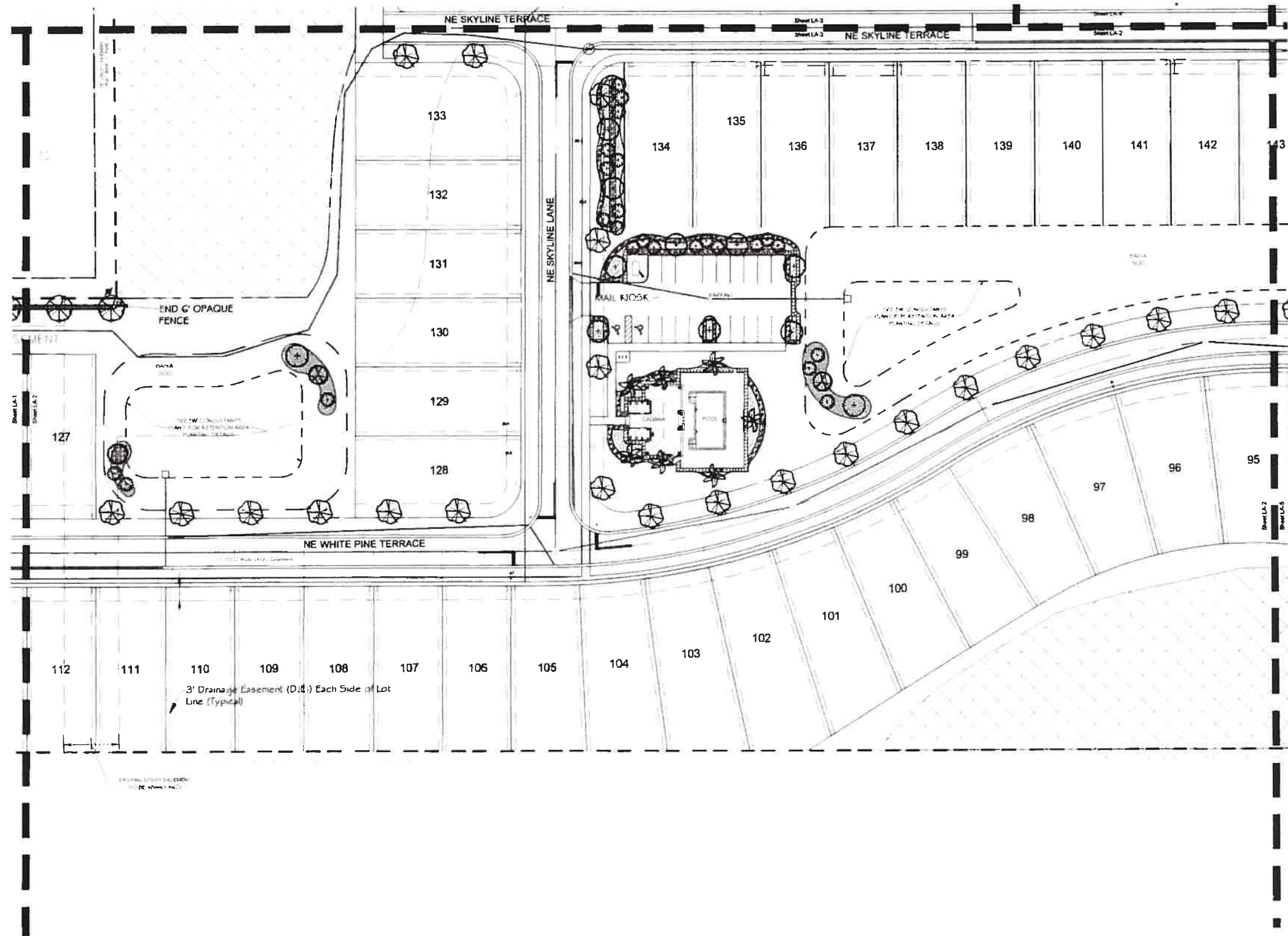
RED © 2018
 Thomas P. Lucido

Designer: BW **Sheet:**

Manager: DF

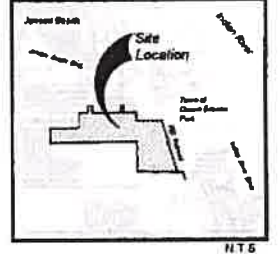
Project Number: 18-130 **LA-1**

Computer File: Ocean Breeze West Landscape Plan Final Eirplan_RL_2018.dwg



1001 Lucido Blvd., Suite 100, Palm Beach, FL 33480
 561.844.1111 Fax 561.844.1112
 1001 Lucido Blvd., Suite 100, Palm Beach, FL 33480
 561.844.1111 Fax 561.844.1112

Key / Location:



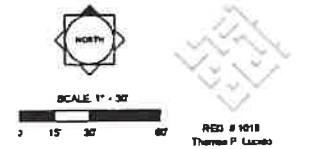
Project Team:

Client & Property Owner:

Planner: Lucido & Associates
 701 East Ocean Boulevard
 Suite 100, Palm Beach, FL 33480
 Engineer: Lucido & Associates, Inc.
 2741 NE 11th Avenue, Suite 110
 Palm City, FL 34984
 Surveyor: GUY Environmental
 Professional Surveyors and Mapping
 1001 NE 11th Avenue
 Palm City, FL 34984
 Environmental Consultant: ETC Consultants
 1880 NE 11th 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



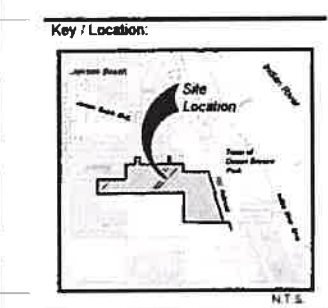
Designer: BW
 Manager: DF
 Project Number: 18-130
 Sheet: **LA-2**

Copyright: Plan Ocean Breeze West - Landscape Plan - Final EIR/CEQA, 07/26/18.dwg



lucido & associates

201 E. Ocean Blvd., Suite 100, Pompano Beach, FL 33062
 954.781.1100
 201 E. Ocean Blvd., Suite 100, Pompano Beach, FL 33062
 954.781.1100



Project Team:

Client & Property Owner:

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

Engineer: Lucido & Associates, Inc.
 2740 NE 15th Avenue, Suite 418
 Pompano Beach, FL 33062

Surveyor: GUY, International
 Professional Surveyors and Engineers
 2740 NE 15th Avenue, Suite 418
 Pompano Beach, FL 33062


Environmental Consultant: GUY Consultants
 1800 NE 15th Avenue, Suite 418
 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	Amendment Submittal
05.21.18	DC	Updated Per Plat Requirements
07.08.18	BW	Revised Pool / Street Trees



SCALE 1" = 30'

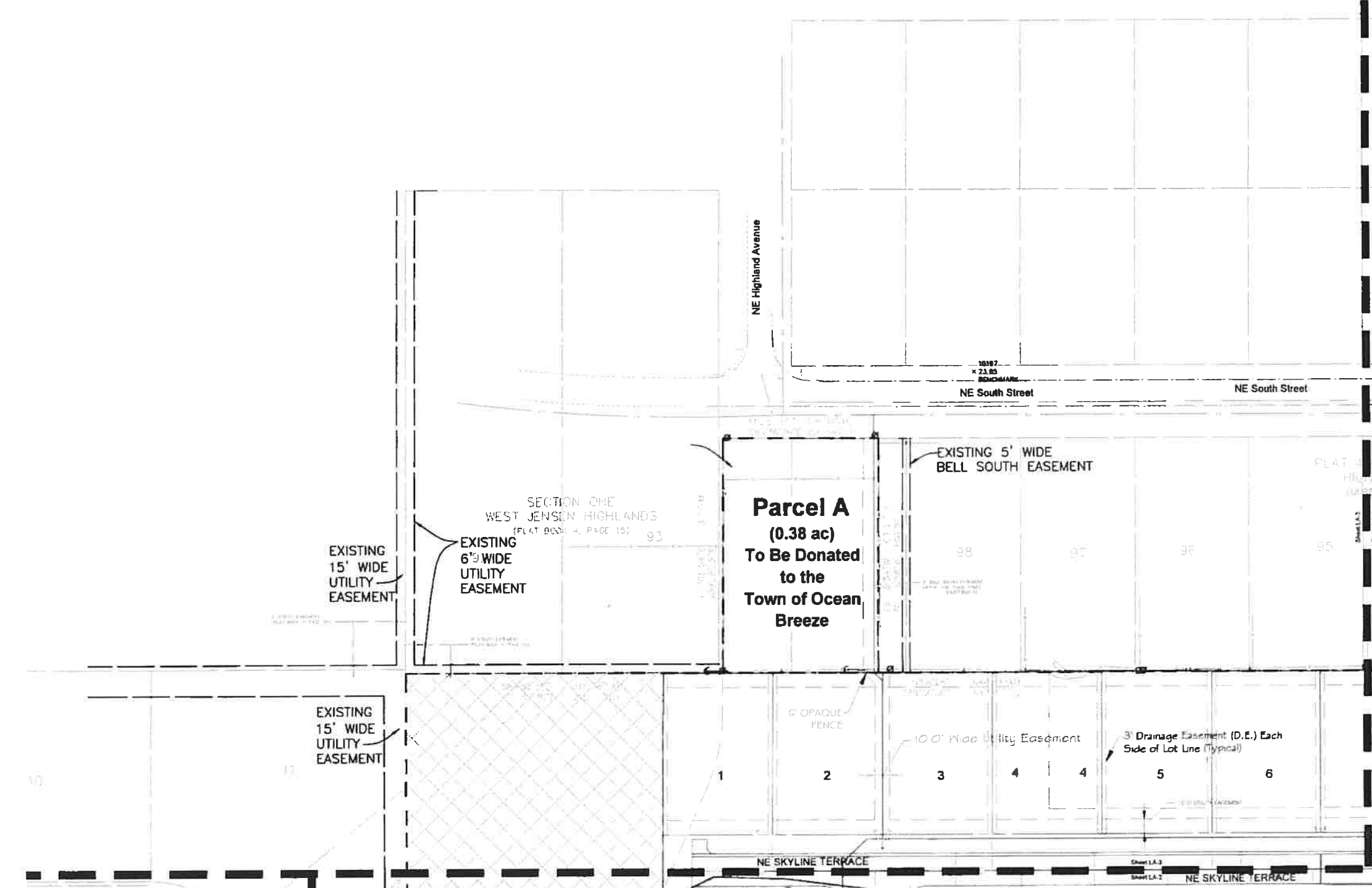
REG # 1018
 Thomas P. Lucido

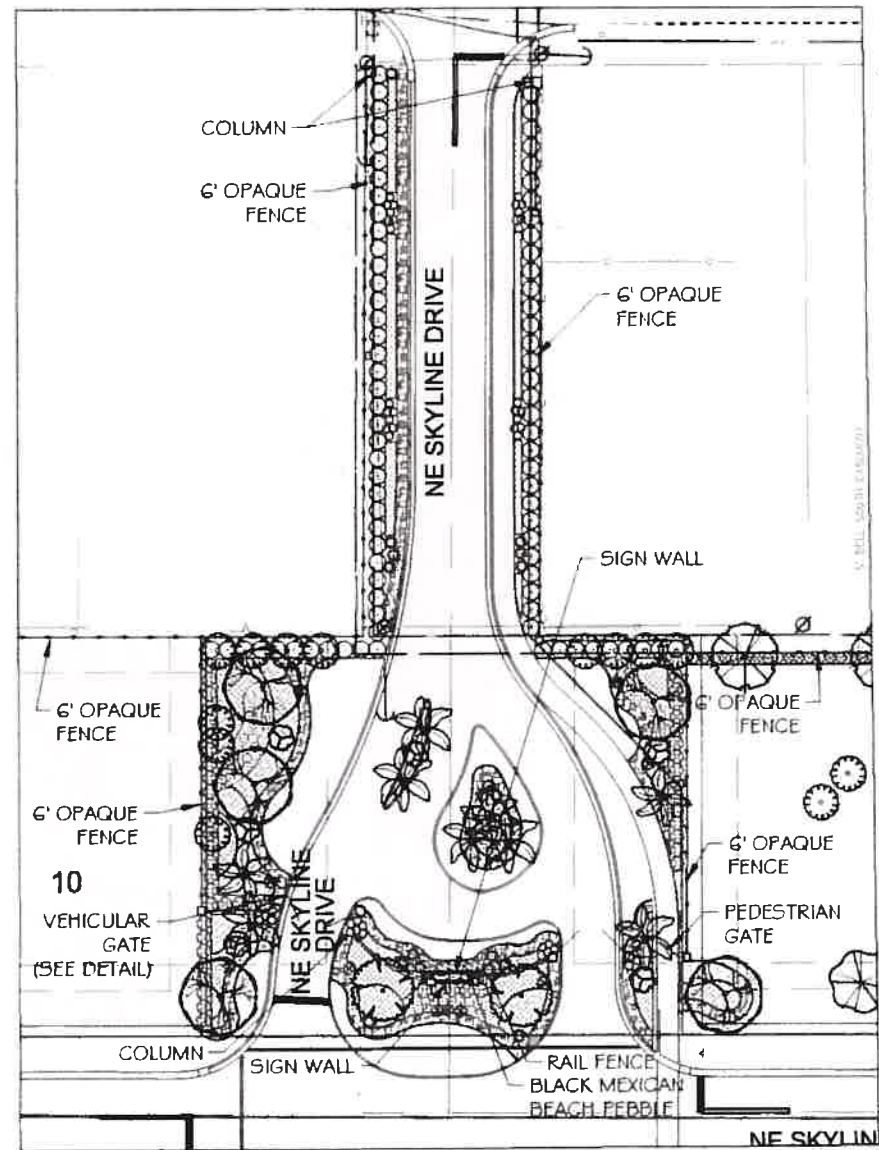
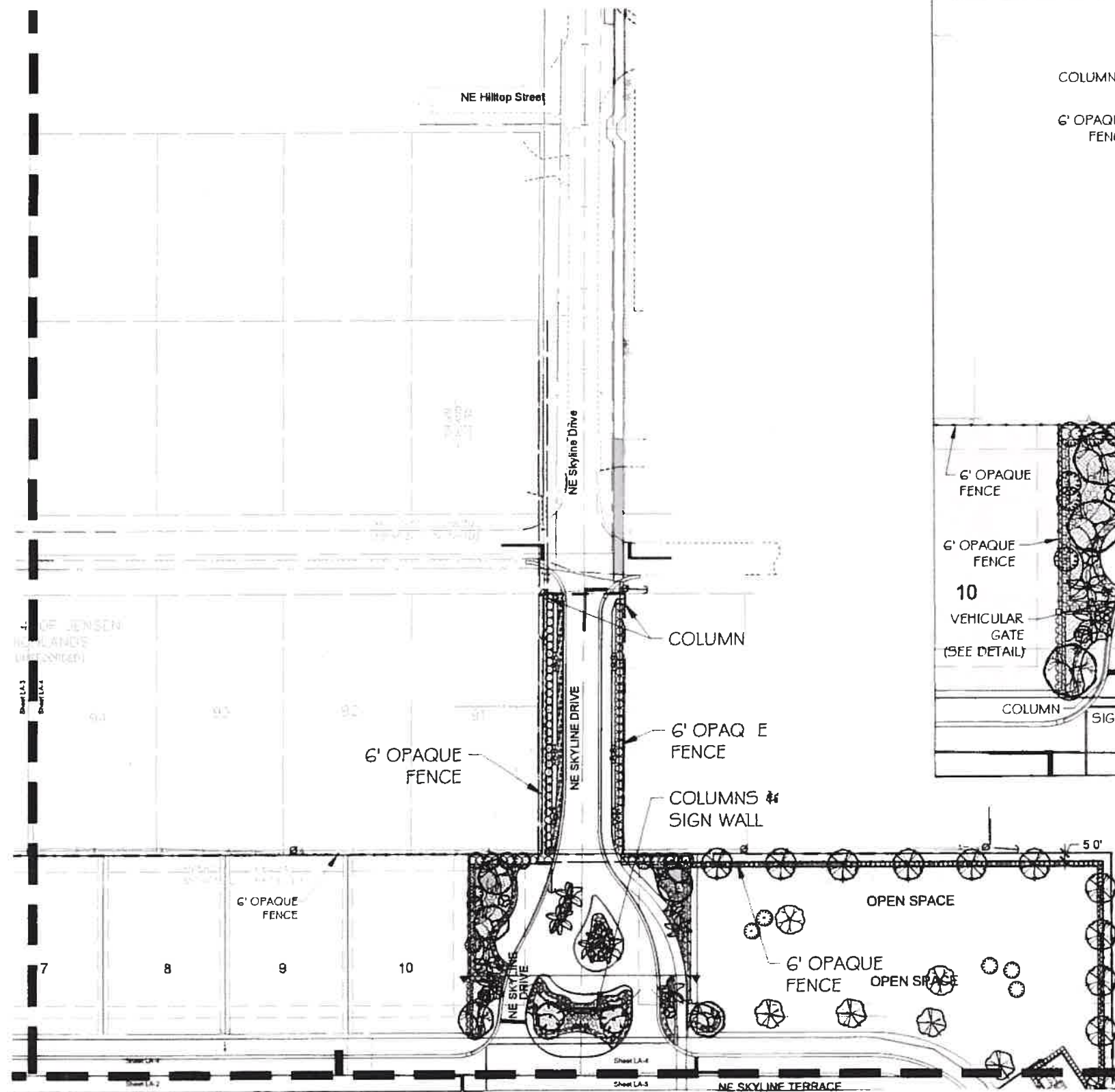
Designer: BW
 Manager: DF
 Project Number: 18-130
 Municipal Number:

LA-3

Computer File: Ocean Breeze West - Landscape Plan - Pool Easement_18-130 18.dwg

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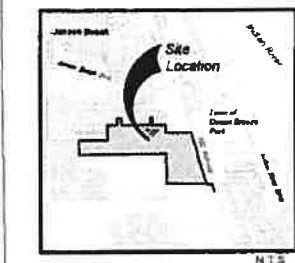


Entrance Detail Plan
Scale: 1"=20'



11000 SW 11th Avenue, Suite 100
Miami, FL 33155
Tel: 305.555.1100
Fax: 305.555.1101
www.lucido.com

Key / Location:



Project Team

Client & Property Owner:

Planner: Lucido & Associates
781 East Ocean Boulevard
Suite 100, Fort Lauderdale, FL 33304

Engineer: Grubbs Engineering, Inc.
2140 NE 11th Avenue, Suite 110
Fort Lauderdale, FL 33304

Surveyor: GCT Incorporated
Professional Surveyors and Mappers
Corporate Office
P.O. Box 1000
Fort Lauderdale, FL 33304

Environmental Consultant: CFC Consultants
1800 NE 11th Avenue, Suite 100
Fort Lauderdale, FL 33304

Ocean Breeze West PUD

Town of Ocean Breeze
Marin County, Florida

Revised Landscape Plan

Date	By	Description
01.18.18	PG	Amendment Submittal
05.21.18	OC	Updated Plat / Final Revisions
07.05.18	BN	Revised Plat / Street Trees



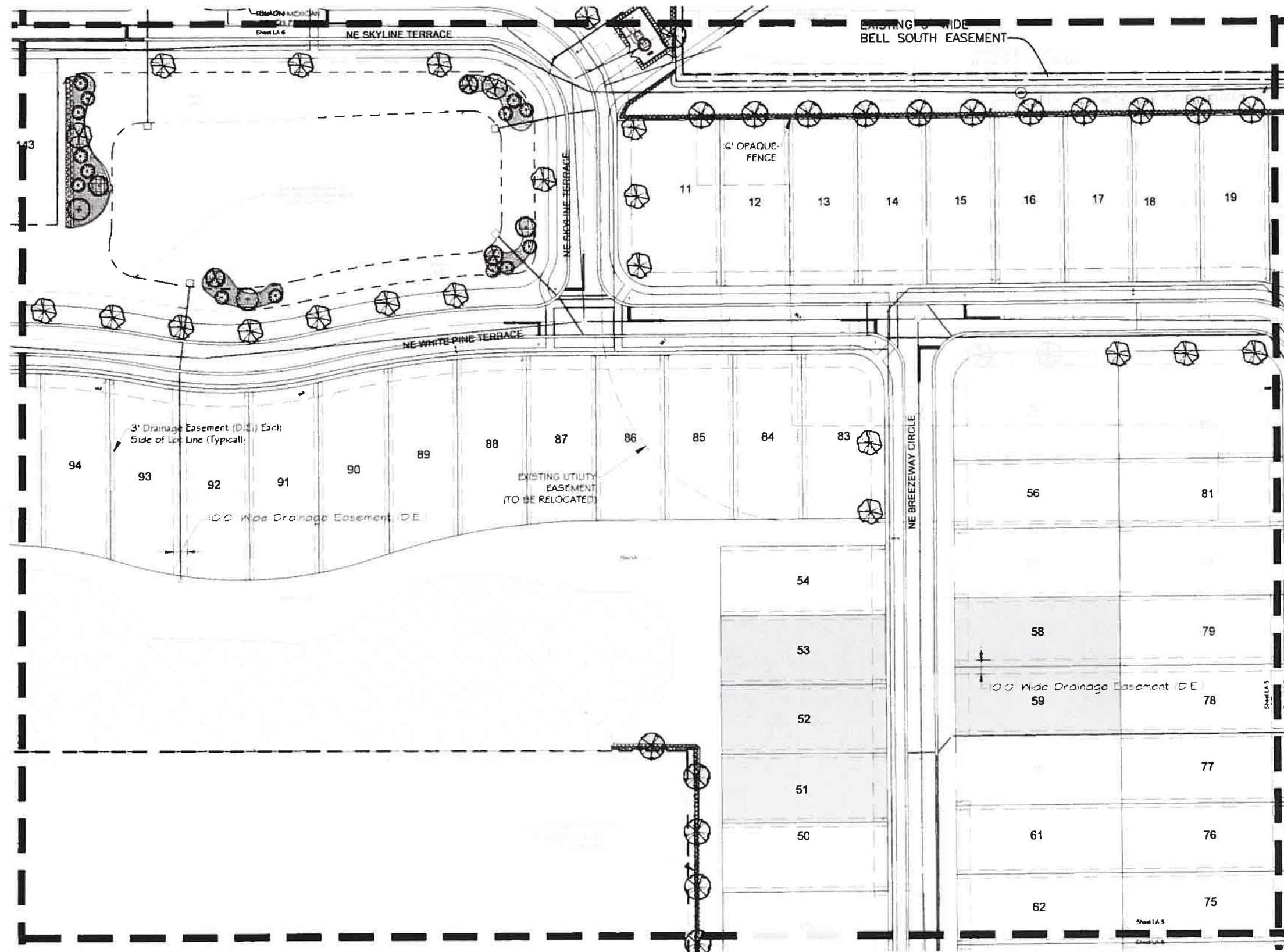
SCALE: 1" = 30'

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RED: #1016
Theresa P. Lucido

Design: BN
Manager: DF
Project Number: 18-130
Municipal Number: LA-4

Computer File: Ocean Breeze West - Landscape Plan - Final Entrance_01_02_18.dwg



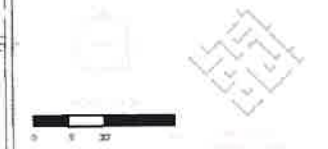
lucido & associates



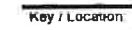
Client & Property Owner:

Ocean Breeze West PUD

Revised Landscape Plan



LA-5



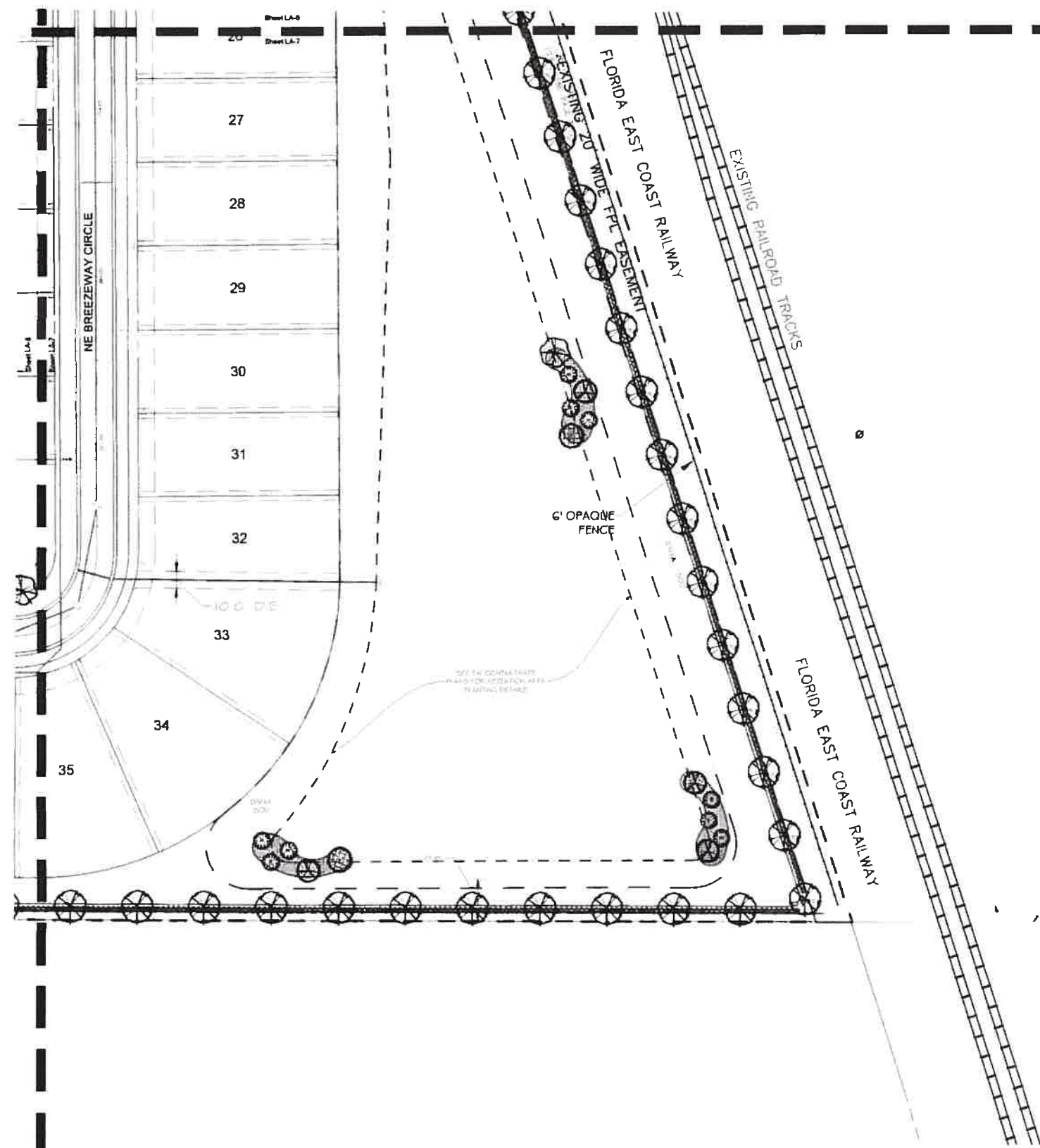
Planners:	Lynette S. Alexander 771 East Ocean Boulevard Sarasota, Florida 34236
Engineer:	Orlando Engineering Inc. 2748 28th Street Ocean Blvd., Suite 300 Palm City, FL 34988
Subwyper:	DCV International Professional Surveyors and Mapping Corporation P O Box 1408 Palm City, FL 34981
Owner/contractor/consultant:	USC Consultants 1000 US Highway Commission Blvd. Suite 200 Sarasota, FL 34235

Town of Ocean Breeze
Martin County, Florida

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

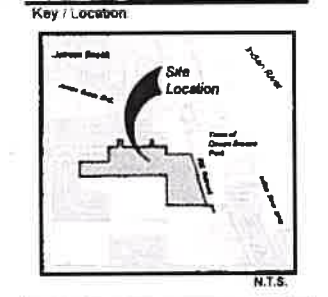


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lucido & associates

775 E. Ocean Blvd., Suite 300, Pompano Beach, FL 33062
 954.781.1111
 www.lucidoassociates.com



Project Team

Client & Property Owner:

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

Engineer: Grady Engineering, Inc.
 2700 NW 11th Avenue, Suite 210
 Pompano Beach, FL 33062

Surveyor: GCS Incorporated
 Professional Surveyors and Mapmakers
 1000 NE 11th 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

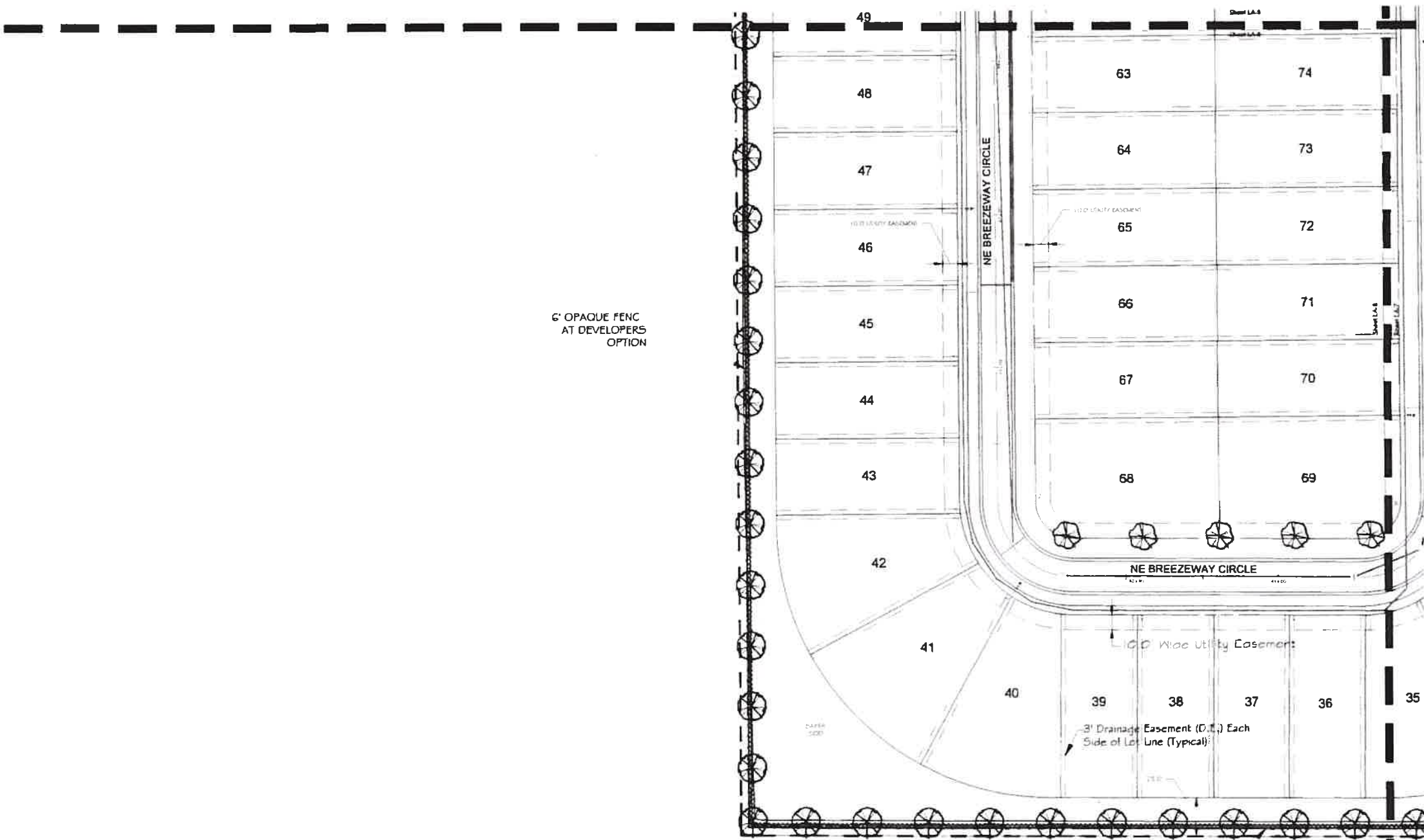
North

SCALE 1" = 30'

RED: 8/10/18
 Thomas P. Lucido

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

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6' OPAQUE FENC
AT DEVELOPERS
OPTION

6' OPAQUE FENCE
AT DEVELOPERS
OPTION

lucido & associates
1715 Ocean Blvd., Suite 100, Fort Lauderdale, FL 33304
Tel: 954.561.1111 Fax: 954.561.1112
www.lucidoassociates.com

Key / Location

N.T.S.

Project Team

Client & Property Owner:

Planners: Lucido & Associates
701 East Ocean Boulevard
Fort Lauderdale, FL 33304

Engineer: Grubbs Engineering, Inc.
3714 NW 10th Avenue, Suite 100
Fort Lauderdale, FL 33304

Surveyor: GUY Incorporated
Professional Surveyors and Mapmakers
P.O. Box 1400
Fort Lauderdale, FL 33301

Environmental Consultant: CW Consultants
1000 NE University Circle, Suite 200
Fort Lauderdale, FL 33304

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 Plot Plan Revisions
07.06.18	BW	Revised Pool / Street Trees

SCALE: 1" = 30'

RDD # 1016
Theresa P. Lucido

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

LA-8

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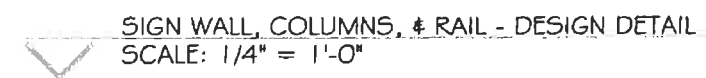


**Client &
Property Owner:**

Planners:	Leslie & Associates 704 East Dwyer Boulevard Altamonte Springs, Florida 34501
Engineer:	Quanta Engineering, Inc. 3746 SW 10th Avenue, Suite 400 Fort City, FL 32609
Surveyor:	QCV Incorporated Professional Surveyors and Mappers Corporate Office P.O. Box 1400 Fort City, FL 32601
Construction Consultant:	FPI Consultants 1000 NE University Parkway, Suite 200 Altamonte, FL 34509

Town of Ocean Breeze
Martin County, Florida

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



SCALE 1 = NA

0 NA NA NA

REC # 1018
Thomas P. Lucido

Designer: BNY
Manager: DF
Project Number: 18-130
Municipal Number: —

LA-9

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Landscape Plan - Final Landscape_BN_9 28

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LANDSCAPE SPECIFICATIONS

PART 1: GENERAL CONDITIONS

1.01 SCOPE

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, installation and maintenance of the landscape plan.

1.02 AGENCY STANDARDS

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 delivered published by the State of Florida Department of Agriculture, Tallahassee, Florida.

1.03 SITE EXAMINATION

The Landscape Contractor shall personally examine the site and fully acquaint him/herself with all of the existing conditions or areas that no non-understanding may afterwards arise as to the character or extent of the work to be performed, and additionally, in order to be equipped him/herself with all provisions to be taken in order to meet any 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 DRAINAGE AND OVERSIGHT

The plant list is a part of the drawings and is furnished as a convenience. The plant list includes the name, size and quantities of specific plant materials as called for and is based 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.

The Landscape Contractor shall not take advantage of errors or omissions in the specifications or contract 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.

It shall be the responsibility of the Landscape Contractor to determine the correct, the Landscape Architect shall be the judge as to what is intended.

1.05 OCCUPATION OF THE WORK

The Landscape Contractor shall have his labor crews supervised and directed by a Foreman well versed in plant materials, planting methods, finishing materials, and coordination between job and survey in order to ensure installation correctly and in a timely manner.

The Landscape Contractor shall provide a competent English-speaking Foreman as the project at all times, who shall be fully instructed in 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.

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.

1.06 PROTECTION OF PUBLIC AND PROPERTY

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 EXTENDS

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.

1.08 GUARANTEE

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 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 of plant material as damaged by insects, frost, fire, theft, or any other cause of loss, and no substitution or loss of proper maintenance.

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.

1.09 CARE AND MAINTENANCE

The Landscape Contractor shall be responsible for the care and maintenance of all plant materials and provide a non-vegetative and final maintenance by the Owner or Landscape Architect.

The Owner agrees to provide the maintenance for each care and maintenance.

1.10 SAFETY

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.

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).

1.11 CONTRACTOR QUALIFICATION

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. Personnel names and address of plant materials.
4. The number of repeat complaints of the organization and length of time the organization has been in business under the present name.

1.12 INSURANCE AND BONDING

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.

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.

1.13 PERMITS AND CERTIFICATES

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 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.

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 lost or sufficient when 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 type is to be substituted, the quantity of materials shall be increased at the minimum cost to the Owner, to meet the intent of the drawings.

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 in normal position. Any necessary pruning shall be done at the time of planting.

All plant materials shall be nursery grown, unless otherwise noted. Florida #1 or simply used all reported inspections, grading standards and plant regulations as 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.

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

The Landscape Contractor shall install signs that display the best side. Additional signs 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

The Landscape Architect and Owner may inspect trees and shrubs at place of growth or 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 bolls and root systems, insects, repairs and total 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

Rooted and balled plants (B & B) shall be dug with three round 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 under materials and banded with cord, rope, or wire mesh. All balled plants shall be banded and banded.

Plants with broken, damaged or broken roots shall be rejected.

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.

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 soil and sun. All plants shall be covered as necessary for the Landscape Contractor until planted.

2.04 STORAGE

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

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

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

All rejected material shall be immediately removed from the site and replaced with acceptable material at the cost to the Owner.

2.05 PROTECTION DURING PLANTING

Trees moved by truck or crane shall be thoroughly protected from chain marks, girding or bark damage by means of burlap, weed burlap or other approved methods. Bolls shall NOT be attached to the tree with rope.

2.06 PLANTING SIZE

Planting and for all plantings shall consist of healthy mature soil and shall be free of debris, roots, wire, stumps, plants or other foreign materials which might be a hindrance to planting operations or be detrimental to good growth.

2.07 FERTILIZER

Commercial fertilizer shall comply with the state fertilizer laws. Nitrogen shall be the base N-16. All trees and shrubs shall be fertilized with balanced fertilizer on delivery while loading plant material. Fertilizer labels shall be equally spaced and placed adjacent to the ball midway to depth in accordance with the following table:

1 gallon container	1 label
5 gallon container	2 labels
5 gallon container	2 labels
5 gallon container	2 labels

Large tubs, wire baskets, grow bags, and balled and banded plants shall have 1 label for each 1/2 inch of root diameter (maximum 2 inch from growth) or for each foot of height or spread of large shrub material.

The Landscape Architect reserves the right to inspect and review the application of fertilizer.

2.08 MULCH

Mulch material shall be clean, dry, free of weeds, sticks and debris, moisture at the time of application to prevent weed establishment. Cypress bark or fine mulch is preferred.

All trees and shrubs shall receive 3" mulch immediately after planting and shall be thoroughly mulched. Apply 2" more soil over 3" plant material. Lay over from tree to plant trunk or as required by local jurisdiction.

PART 3: ERECTION

3.01 ERECTION

The Landscape Contractor shall exercise care in digging and labor work so as not to damage existing work, including overhead wires, underground pipes and cables and the other and hydrants of existing systems. Should such overhead or underground structures be encountered which interfere with planting and which shall be removed or altered, the location of plants to be installed shall be the responsibility of the Contractor to be removed or altered.

3.02 GRADING

Grading for drainage, water, etc. to within a tolerance of the finished grade to be provided by others.

It shall be the responsibility of the Landscape Contractor to provide the final grading during the course of landscape installation in order to bring and grading down to final grade conditions in relation to water, paving, drive structures, and other site conditions. The site grading plan shall be checked prior to installation of soil to ensure that drainage and other conditions will NOT be modified.

3.03 PLANTING

Plants shall be planted in the following minimum and maximum depths of soil:

The Contractor shall not, for safety reasons and to protect the health of all labor and equipment or proper performance can be taken not to damage or overwork on them.

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.

Location of holes shall extend to the required minimum as specified on the planting diagram located in the planting plans. Plant pits shall be located in relation to the location of plants to be installed in the aforementioned Tree and Shrub Planting Diagrams.

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 process and requirements.

Planting pits shall be constructed for the following minimum and maximum depths of soil:

1 gallon container	1 label
5 gallon container	2 labels
5 gallon container	2 labels
5 gallon container	2 labels

The planting or bailing of soil shall be sufficient until the soil has been compacted and watered and all other plant materials, rough ground, weeds, sticks, etc. and the ground has been brought to a even grade, with positive drainage away from buildings and towards street curbs and roads and approved by Landscape Architect or owner's agent.

Each plant shall be planted at an established hole as specified for trees, shrubs, and vines.

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

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

Excess irrigation (EB) lines all below shall be removed from the site at no additional expense to Owner.

All plants shall be installed with sand, thoroughly watered in during planting operations and with a shallow water depression 10" at the base and for future watering. Shallow areas shall be top-dressed (one 1/2" inches deep with burlap and soil) in a neat, clean manner.

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

Trees shall not be potted or banded.

Remove all burlap from site.

3.05 GUYING

All trees over six (6) feet in height shall, immediately after setting in proper grade, be gayed with three sets of live stumps, No. 12 gauge galvanized pointed live, in tripod fashion. See Detail.

Stems shall not come in direct contact with the tree but shall be covered with an approved protection device at all contact points. Stems shall be fastened in such a manner as to avoid putting crutches upon.

Stake A Stems all longer than 12" in. See detail. Stakes shall be 2" x 3" lumber of sufficient length to adequately support each tree.

Trunkholes for guying lines shall be galvanized or stainless steel and shall be of adequate size and strength to properly maintain light gap wires.

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.

See General Notes of Landscape Plan for water source.

3.07 SOIL

The Landscape Contractor shall not all areas indicated on the drawings.

It shall be the responsibility of the Landscape Contractor to fine grade all landscape areas, eliminating all bumps, depressions, ruts, stumps, and other debris.

The soil shall be firm, rough texture, having a compacted growth of grass with good root development. It shall contain no stones, shells, or any other objectionable vegetation, fungus, insects, or debris. The soil contained in the soil shall be good clean earth, free from stones and debris.

Before being laid and filled, the soil shall have been removed at least three times with a good digger. It shall contain no stones, shells, or any other objectionable vegetation, fungus, insects, or debris. The soil contained in the soil shall be good clean earth, free from stones and debris.

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3.09 GUYING

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Stems shall not come in direct contact with the tree but shall be covered with an approved protection device at all contact points. Stems shall be fastened in such a manner as to avoid putting crutches upon.

Stake A Stems all longer than 12" in. See detail. Stakes shall be 2" x 3" lumber of sufficient length to adequately support each tree.

Trunkholes for guying lines shall be galvanized or stainless steel and shall be of adequate size and strength to properly maintain light gap wires.

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.

See General Notes of Landscape Plan for water source.

3.07 SOIL

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[illegible]

-----MATCHLINE SEE BELOW-----

MATCHLINE SEE ABOVE.

CERTIFICATE OF OCCUPANCY (CO) PHASING SCHEDULE

Temporary sales center and model units. Building permits for a temporary sales trailer, temporary parking and up to 5 mobile 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 maximum of 5 dedicated 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 site 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 plan 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 / last 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 and 2. 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.

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 San Mateo's Homeowners 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 lots and from installing any fence, landscaping or other improvements on their lot that would interfere with the Association's right to maintain the Street Trees.

CERTIFICATE OF OCCUPANCY (CO) PHASING SCHEDULE

[illegible]

Except for the temporary sales center and rental units, no additional building permits for single family homes shall be issued until the plan is / started in accordance with Florida Statute

CO PHASE 1: Prior to the issuance of building permits in Phase 1 the plot 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 subdrains for the structural lots, drainage requirements and water/sewer connections. In addition, the off site subdrain along Bayview Drive and the subdrain connection to the Public Shopping Center must be completed.

CO PHASE 2: Prior to the issuance of building permits in Phase 2, the plan must be recorded and permit action. @ drainage requirements and fire protection services must be provided. Prior to the issuance of COs in Phase 2, all core infrastructure agreements with the utility in Phase 2 must be completed including power access, all landscape requirements, all sidewalks, all drainage requirements, all privacy requirements, all water/sewer connections and the emergency access / test only connection to NE White Pine Terrace. In addition, the off site sidewalk connection to NE Savannah Road must be completed.

☐ **PHASE 3:** Prior to the issuance of building permits in Phase 3, the plot 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, vertical alignment for the affected lots, drainage / sump systems, and water/noise corridors.

CO PHASE 4: To remove impacts to adjacent property owners, Phase 4 lot egress easements (except for installation of landscaping and fencing) shall commence after completion of the infrastructure improvements in Phases 1 and 2. Prior to the issuance of building permits in Phase 4, the plot must be regraded and paved access, drainage easement and a protection easement 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 pressure egress easements and all wastewater connections.

MAINTENANCE OF STREET TREES: All Street Trees within the Community are generally shown on the Ocean Breeze Vuel Vuel Landscape Plan, including Street Trees located on individual lots. As protected trees that cannot be replaced without the approval of The Town of Ocean Breeze and the Sea Wall's 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 lots and from encroaching any trees, landscape, or other improvements on their lot that would interfere with the Association's right to maintain the Street Trees.

Required Street Trees on the individual lots shall be shown on the individual lot landscape plan submitted with the building permit application.

Note: 2nd lot of asphalt must be installed within 24 months or 15% of CO's in each phase, whichever is earlier first.

OVERALL DEVELOPMENT TIMETABLE

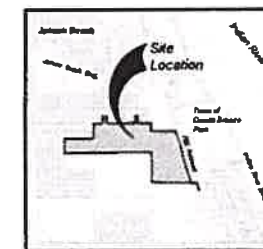
Commencement of construction and must be initiated within 2 years of approval of the Revised Master/Final Site Plan of the Ocean Breeze West PUD unless extended by the Town Council or other legislative action.

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 reclamation 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.

[illegible]

Key / Location



NT

Project Team:

Property Owner:	OSF West, LLC 6000 Southwest Florida Blvd Ft. Miras City, Florida 34080
Planners:	Lewis & Associates 781 East Ocean Boulevard Fort. Miras 34080
Engineer:	Quanta Engineering, Inc. 2740 NW Martin Drive NW, Suite 410 Ft. Miras City, FL 34080
Surveyor:	GCT Incorporated Professional Surveyors and Mapping Corporate Office P.O. Box 1400 Ft. Miras City, FL 34081
Environmental Consultant:	EWG Associates 1000 SE 14th, Machinery Company Blvd Suite 200 Ft. Miras, FL 34080

**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
05-21-16	S.L.S.	Updated Per Plat Revisions
07-08-19	B.W.	Revised Plat / Street Trees



SCALE 1" = 1'

1999

15

REG 4.1018

Designer	ESB	Sheet
Manager	OF	1 of 1
Prepared By	18-130	
Municipal Number	-	
Computer File	Ocean Breeze Vial Final Site Plan.dwg	

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

RESOLUTION NUMBER 321-2022

A RESOLUTION OF THE TOWN OF OCEAN BREEZE, FLORIDA, AMENDING ORDINANCE NO. 170, ORDINANCE NO. 251-2017, ORDINANCE NO. 274-2017, RESOLUTION NO. 277-2018 AND RESOLUTION NO. 293-2019, TOGETHER COMPRISING THE OCEAN BREEZE WEST PLANNED UNIT DEVELOPMENT (PUD) AGREEMENT, HEREBY DELETING LANGUAGE IN DEVELOPMENT CONDITION K (5) REQUIRING THE VOLUNTARY DONATION OF PARCEL "A" TO THE TOWN, AS WELL AS LANGUAGE REQUIRING A "STUB OUT" FOR WATER AND SEWER CONNECTIONS TO THE SITE; APPROVING MINOR CHANGES TO THE PROJECT'S MASTER SITE PLAN, PHASING PLAN AND LANDSCAPE PLAN, AS WELL AS NEW DEVELOPMENT CONDITIONS ALLOWING FOR THE CONSTRUCTION OF A SINGLE-FAMILY HOME ON PARCEL "A"; REQUIRING THAT DEVELOPMENT WITHIN THE OCEAN BREEZE WEST PUD ADHERE TO MARTIN COUNTY WATER USE STANDARDS; DECLARING SAID AMENDMENTS 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, on January 24, 2018, the Ocean Breeze Town Council adopted Ordinance Number 274-2017 approving the amendment to the OB West PUD Agreement amending Development Condition H (Access and Connectivity), which ordinance is recorded in Official Records Book 2981, Page 781, public records of Martin County, Florida; and

Inst. # 2968581
Blk: 3322 Pg: 1880 Pages: 1 of 11
Recorded on: 6/30/2022 1:03 PM Doc: GOV
Carolyn Timmann
Clerk of the Circuit Court & Comptroller
Martin County, FL
Rec Fees: \$95.00



WHEREAS, on June 11, 2018, the Ocean Breeze Town Council adopted Resolution Number 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, on August 12, 2019, the Ocean Breeze Town Council adopted Resolution Number 293-2019, which resolution is recorded in Official Records Book 3080, Page 2736, approving the amendment to the OB West PUD Agreement amending the reduction of the size of the swimming pool and pool deck, changes to entry landscaping features, relocation of street trees, changes to storm water retention area landscaping, modifications to project fencing and modification of the phasing plan pertaining to the timing of site clearing, sidewalk construction and final installation of roadway asphalt; and

WHEREAS, the OWNER, Forestar (USA) Real Estate Group, Inc., a Delaware corporation, is the developer of the Seawalk portion of the Ocean Breeze West PUD, and by virtue of retaining ownership of lots therein, OWNER is in control of the HOA referenced in the PUD, and owner represents and warrants that OWNER has full authority, without the joinder of any other person or entity, to request and enter into this agreement amending the PUD; and

WHEREAS, the OWNER is voluntarily requesting to amend the PUD Agreement to remove a clause calling for the voluntary donation of Parcel "A" to the Town, as well as language requiring a "Stub Out" for water and sewer connections to Parcel A, as well as amendments to the project's Revised Master/Final Site Plan, the Landscape Plan and Certificate of Occupancy (CO) Phasing Plan to delete references to the voluntary donation, and to establish new development conditions to permit the construction of a single-family home on Parcel "A."

WHEREAS, an application for the above amendments to the OB West PUD Agreement has been filed on behalf of the OWNER of the property; and

WHEREAS, The Town Council views water conservation as important to the public's health, safety and welfare, and

WHEREAS, the Town Council held a properly noticed quasi-judicial public hearing to consider the proposed amendments; and

WHEREAS, the Town Council has considered the OWNER's voluntary request for a PUD Amendment(s) and has also considered comments from the public, as well as the recommendations of Town 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 Amendment and 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 THAT:

SECTION 1. The project's approved development plans, prepared by Lucido & Associates, on file as public records with the Office of the Town Clerk, a partial depiction of which is shown as Exhibit "A" attached, are hereby amended to delete references to the donation of Parcel "A" to the Town.

SECTION 2. Section K(5) of the development standards and conditions contained in Ordinance No. 251-2017 is hereby amended as shown below to delete a requirement for the voluntary donation of Parcel "A" to the Town, as well as an obligation for the applicant to provide a water and sewer "stub-out" to Parcel "A."

~~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.~~

SECTION 3. Development conditions allowing for the construction of a single-family home on Parcel "A", including lot development standards, prohibited uses, and other regulations are hereby adopted as shown by Exhibit "B" attached.

SECTION 4. Compliance with Martin County's restrictions on the use of water for irrigation or other purposes: For the entirety of the Ocean Breeze West PUD, failure by the owner(s), its successors, heirs or assigns to comply with Martin County's restrictions on the use of water (potable or otherwise) for irrigation or other purposes, as may be amended from time to time, shall constitute a violation of this PUD. In the event the Town adopts its own restrictions on water use, those provisions shall apply.

SECTION 5. 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 6. 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 7. All of the terms and conditions of Ordinance No. 170, Ordinance No. 251-2017, Ordinance No. 274-2017, Resolution No. 277-2018, and Resolution No. 293-2019 that are not specifically amended or revised by this Amendment shall remain in full force and effect as stated therein.

SECTION 8. Section 2. of this resolution striking the OWNER'S obligation to provide "stub out" of water and sewer connections to the site shall become effective only upon an amendment to the Town's Comprehensive Plan exempting Parcel A from the provision that "*All new residential development shall be required to connect to the Martin County regional waste water system.*"

SECTION 9. 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 120 days from the date of this approval, failing which this resolution shall become void.

APPROVED AND ADOPTED this 13TH day of June, 2022.

KENNETH DE ANGELES, PRESIDENT
RICHARD GEROLD, VICE-PRESIDENT
WILLIAM ARNOLD, COUNCIL MEMBER
KEVIN DOCHERTY, COUNCIL MEMBER
TERRY LOCATIS, COUNCIL MEMBER
DAVID WAGNER, COUNCIL MEMBER


YES	NO	ABSENT
X		
		X
		X
X		
X		
X		


ATTEST:



PAM ORR
TOWN CLERK


KENNETH DE ANGELES
COUNCIL PRESIDENT


WILLIAM F. CRARY, II
TOWN ATTORNEY


KAREN M. OSTRAND
MAYOR

APPROVED AS TO FORM



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 FOREGOING RESOLUTION AND 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 ACCORDING TO THE ORDINANCES AND RESOLUTIONS REFERENCED IN SECTION 7 OF THIS RESOLUTION NO. 321-2022, THEIR CONDITIONS AND THE DEVELOPMENT PLANS AND DOCUMENTS, AS THE SAME HAVE BEEN AMENDED IN THIS RESOLUTION, THE UNDERSIGNED UNDERSTANDS AND AGREES ON BEHALF OF ITSELF AND ITS SUCCESSORS AND ASSIGNS THAT THIS RESOLUTION 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:

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

Witnesses




Print Name: Christian Cotter



Print Name: Leah Cotter

By:



Tony Squitieri
Vice President-Florida Region

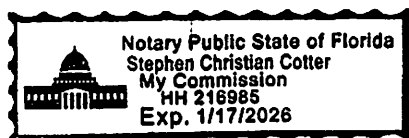
OWNER'S ACKNOWLEDGMENT

STATE OF Florida
COUNTY OF Sarasota

The above Resolution, Acceptance and Agreement was acknowledged before me by means of [☒] physical presence or [☐] online notarization, this 24th day of June 2022, by Tony Squitieri, President-Florida Region of FORESTAR (USA) REAL ESTATE GROUP, INC., a Delaware corporation. He/She [☒] is personally known to me, or [☐] has produced _____ as identification.

(NOTARIAL STAMP)


Notary Public
My commission expires:



EXISTING
0' WIDE
UTILITY
EASEMENT

EXISTING 5' WIDE
BELL SOUTH EASEMENT

Parcel A
(0.38 ac)
To Be Donated
to the
Town of Ocean
Breeze

Future La
Existing 2
Existing 6

106.44'

75'

75'

75'

1

2

3

4

5

10' Wide Utility Easement

110'

50'

1.29'

133

1.38'

134

135

136

137

Scale: 1" = 50'



Date: 7.29.2021

Ocean Breeze West PU

Town of Ocean Breeze, Martin County, Flor

Parcel A Exh

(a portion of the Revised Master / Final Site Pla

EXISTING
0' WIDE
UTILITY
EASEMENT

EXISTING 5' WIDE
BELL SOUTH EASEMENT

Parcel A
(0.38 ac)
To Be Donated
to the
Town of Ocean
Breeze

Future La
Existing Z
Existing U

1

2

3

4

PH

133

134

135

136

137

Scale: 1" = 50'



Date: 7.29.2021

Ocean Breeze West PU

Town of Ocean Breeze, Martin County, Flori

Parcel A Exhibit

(a portion of the Revised C.O. Phasing Plan and Development Timetabl

Exhibit "A". Page 3 of 3

10187
x 23.85
BENCHMARK

NE South Street

S89°57'52"E 106.44'(M)
S89°36'36"E 106.44'(D)

EXISTING 5' WIDE
BELL SOUTH EASEMENT

N00°05'54"E 160.31'(M)
N00°28'28"E 160.00'(D)

Parcel A
(0.38 ac)
To Be Donated
to the
Town of Ocean
Breeze

S00°05'54"W 160.30'(M)
S00°28'28"W 160.00'(D)

5' BELL SOUTH EASEMENT
(D.U.R. 308, PAGE 1788)
EXCEPTION 15

S89°58'28"E - 646.94'(M)
S89°36'36"E - 647.87'(D)

6' OPAQUE
FENCE

10.0' Wide Utility Easement

3' Drainage Easement
Side of Lot Line (M)

NE SKYLINE TERRACE

Sheet LA-3

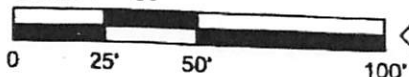
Sheet LA-2

NE St

133

135

Scale: 1" = 50'



Date: 7.29.2021

Ocean Breeze West PU

Town of Ocean Breeze, Martin County, Fla

Parcel A Exh

(a portion of sheet LA3 of the Revised Landscape Pla

EXHIBIT "B"
DEVELOPMENT CONDITIONS FOR PARCEL "A"

Table # 1 -- Development Conditions for Parcel "A"

- | | |
|--|---|
| a. Minimum lot area: | 7500 ft. ² |
| b. Minimum lot width: | 60 feet. Lot width shall be measured along the straight line which connects the two points located on the side lot lines at a distance equal to the minimum front setback required for the proposed use from the street. |
| c. Maximum density: | One single-family residential dwelling unit. Ancillary dwelling units are not permitted. |
| d. Maximum impervious surface coverage: | 65% |
| e. Minimum open space: | 30% |
| f. Maximum number of stories and building height: | Two stories, 35 feet. Building height means the vertical distance between (1) the lowest permissible elevation above the existing grade which complies with finished floor elevation requirements as established by flood maps, the Health Department, or building code, along the front of a building and (2) either the highest point of the coping of a flat roof, the deck line of a mansard roof, or the mean height level between eaves and ridge for gable, hip, and gambrel roofs. |
| g. Front building setback: | 25 feet |
| h. Side building setbacks: | One story – 8 feet
Two story – 10 feet |
| i. Rear building setbacks: | One story – 10 feet
Two story – 15 feet |
| j. Parking: | The single-family residence allowed on Parcel "A" shall be served by a paved driveway connected to the street which shall be sufficient in size to accommodate at least two parked vehicles and shall be no less than 10' x 20' each in size. |
| k. Storage of vehicles: | <p>Storage or parking of recreational vehicles, including, but not limited to, boat trailers, camping trailers, and travel trailers are permitted provided that such equipment shall not be used for living, sleeping, or other occupancy when parked and provided that such equipment over 25 feet in length shall not be parked or stored within any side or rear setback area.</p> <p>Storage or parking of one commercial vehicle or commercial trailer, not to exceed one-ton cargo capacity, is allowed, provided that such vehicle or trailer is owned or operated by the resident of the property; and that such vehicle or trailer is garaged or otherwise screened from view of adjoining properties and any adjoining street. This provision does not apply to public service agency vehicles such as law enforcement and those providing emergency response services.</p> |
| l. Uses permitted within building setbacks: | Trees, shrubbery or other objects of natural growth; fences or walls which meet the height and other requirements set forth in this Resolution; driveways, sidewalks and parking areas which meet the requirements set forth elsewhere in this Resolution; wells and associated pump, water treatment and water conditioning equipment, provided that the water pump is concealed by a fence or housing that is at least 50 percent opaque; utility transmission lines of all types, including, but not limited to, electric, telephone, cable television and data, including all associated aboveground utility cabinets; the following types of equipment may extend into the required setback area by up to 50 percent, but in no case less than three feet from a property line; heating, ventilation and air-conditioning equipment, whether ground-mounted, wall-mounted, window-mounted or cantilevered from a building; emergency electric power generators, if enclosed by an insulated cabinet; the following non-habitable architectural features of a building may extend into the required setback area by up to three feet: roof overhangs, gutters, cantilevered balconies and bay windows, staircases, awnings over windows and doors, and chimneys; drainage swales and water control structures; pumps and other mechanical equipment |

associated with pools and spas may extend into the required setback area by up to 50 percent, provided that such equipment is screened from view of abutting residential lots by a fence, hedge or wall or by enclosing the equipment with material (such as lattice) which is at least 50 percent opaque. Other uses determined by the Town to be similar in nature to the uses listed above.

- m. **Accessory structures:** Shall mean a subordinate building or structure detached from but located on the same lot as the principal single-family residence, the use of which is incidental and accessory to that of the principle single-family residence. Examples include utility storage buildings (sheds), detached cabanas and gazebos, swimming pools, hot tubs and their enclosures, fences and walls.

Parcel "A" shall be limited to one single-story utility storage building not exceeding 250 square feet in area.

Fences and walls shall be located on or within five feet of lot lines and shall not exceeding six feet in height, except such fences or walls shall not exceed three feet six inches when located in a required front yard. Except for fences and walls, accessory structures shall be allowed in the rear yard only and shall meet the minimum side and rear setbacks established by the height of the primary residence.

Except for fences and walls, accessory structures are permitted only as an ancillary use to an existing primary residence.

- n. **Swimming pools, hot tubs and spas:** Swimming pools, hot tubs and spas containing water more than 24 inches (610 mm) in depth shall, at a minimum, shall be surrounded by a fence or approved barrier at least 48 inches (1,219 mm) in height above the finished ground level measured on the side of the barrier away from the pool. Gates and doors in such barriers shall be self-closing and self-latching. Where the self-latching device is less than 54 inches (1,372 mm) above the bottom of the gate, the release mechanism shall be located on the pool side of the gate. Self-closing and self-latching gates shall be maintained such that the gate will positively close and latch when released from an open position of six inches (152 mm) from the gatepost. No existing pool enclosure shall be removed, replaced, or changed in a manner that reduces its effectiveness as a safety barrier.

Table # 2. -- Parcel "A" Use Restrictions

a.	Ancillary dwelling units are prohibited.
b.	Except for a home-based business that meets Martin County's requirements for the issuance of a home-based business tax receipt in its R-2 zoning district, or as otherwise provided in Florida Statute having preemption ⁷ , the operation of a business on Parcel "A" is prohibited.
c.	Except during the declaration of a federal, state, or local emergency, recreational vehicles located on Parcel "A" may not be used for living, sleeping or other occupancy.
d.	Vehicle and boat parking shall be on a paved surface, unless screened from view at the street by a fence, wall or landscaping.
e.	Except as otherwise prescribed by the Ocean Breeze East PUD, all development on Parcel "A" and the use thereof shall comply with <i>Chapter 21. Building and Housing Regulations, Article 3. Local Amendments, Part 2. Property Maintenance Code, Articles 1 through 23</i> , of the <i>Martin County Code of Ordinances</i> , as it applies to residential structures, and as may be amended from time to time.
f.	No livestock or live poultry shall be kept on Parcel "A"
g.	Mobile homes shall not be permitted on Parcel "A"
h.	Junked or derelict vehicles shall not be kept on Parcel "A".

Table # 3. Additional Conditions Pertaining to Parcel "A"

a.	The street address of Parcel "A" shall be approved by the Town Clerk.
b.	Trash, garbage and refuse collection, occurring at least as frequently as the collection schedule maintained by the Martin County Utilities & Solid Waste Department, shall be the responsibility of the owner of Parcel "A" through a private contract for services. Proof of the service contract shall be provided to the Town before the issuance of any building permits. All trash and garbage shall be regularly removed and shall not be allowed to accumulate. Trash, garbage or other waste shall be kept in a sanitary, covered container(s). All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.
c.	The owner of Parcel "A," shall have the right to apply for an amendment to this Resolution without the necessity of obtaining permission, written or otherwise, from any other party to the Ocean Breeze West PUD Agreement, provided the the scope and application of such amendment is limited to matters affecting Parcel "A." Similarly, the owner(s) of the Seawalk portion of the Ocean Breeze West PUD, authorized to seek amendments thereto, may do so without the permission, written or otherwise, of the owner of Parcel "A", provided the scope and application of such amendment is limited to matters affecting the Seawalk portion of the PUD. This provision shall in no way constrain the rights of any party to the Ocean Breeze West PUD Agreement to object or to legally challenge any proposed amendments to this Resolution.
d.	For the purpose of preserving the public's health safety and welfare, the Town shall have the right, at its own discretion, to initiate a public hearing to amend this resolution. This provision shall in no way constrain the rights of the Owner(s) of Parcel "A" to object or to legally challenge any amendments proposed by the Town.
e.	No construction on Parcel "A" shall be permitted until such time as all necessary utility easements servicing the Sea Walk portion of the PUD have been properly established and dedicated to Martin County and/or other relevant service provider(s).
f.	The owner of Lot "A" is aware that only limited services are directly provided by the Town of Ocean Breeze and agrees to disclose to any potential buyer of Parcel "A" that certain services, including but not limited to water and waste water treatment, police protection, waste management, fire protection and advance life support services are provided by Martin County or other public/private service provider and that the owner of Parcel "A" is directly responsible to pay the cost of these services. Further, the owner shall disclose to any buyer of Parcel "A" that the Town of Ocean Breeze has by ordinance authorized Martin County to directly apply its Fire/EMS Municipal Services Taxing Unit ad valorem tax rate to all real property within the Town, including Parcel "A".
g.	All applicable Martin County and Martin County School Board impact fees shall be paid prior to the Town's issuance of any permits for Parcel "A".
h.	<p>The owners(s) of Parcel "A" shall not permit the grass, weeds or underbrush thereon to exceed a height of eight inches above the grade of the land, including any elevated and depressed areas. All such materials shall be cut and maintained to a height of eight inches or less and cuttings shall be either removed from the property or mulched. All such materials shall be cut and removed or mulched within fifteen calendar days of a notice to do so issued by the Town.</p> <p>Further, the owner(s) shall not permit the accumulation thereon of dead and dying trees and limbs; rubbish, trash and other refuse, including materials which might conceal pools of water creating breeding grounds for mosquitoes, as well as discarded appliances, furniture, tools, machinery, equipment, metal goods or other solid waste.</p> <p>If within fifteen days from receipt of a notice of violation from the Town, the owner(s) of Parcel "A" has not abated any nuisance(s) described above, the Town may enter upon the property and take such steps as are reasonably required to effect abatement through its employees, agents or contractors and may file a lien against the property to recover any abatement costs that are not reimbursed by the owner(s).</p>