



**MAGISTRATE HEARING DOCKET  
CITY OF STUART, FLORIDA  
121 S.W. FLAGLER AVE.  
STUART, FLORIDA 34994**

**October 22, 2019 AT 1:00 PM  
Commission Chambers**

Agenda items are available on our website at <http://www.cityofstuart.us>  
Phone: (772) 288-5306 . Fax: (772) 288-5305 . E-mail: [mkindel@ci.stuart.fl.us](mailto:mkindel@ci.stuart.fl.us)

In compliance with the Americans with Disabilities Act (ADA), anyone who needs a special accommodation to attend this meeting should contact the City's ADA coordinator at 772-288-5306 at least 48 hours in advance of the meeting, excluding Saturday and Sunday.

If a person decides to appeal any decision made by the Board with respect to any matter considered at this meeting, he will need a record of the proceeding, and that for such purpose he may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

**WHAT IS CIVILITY?:** Civility is caring about one's identity, needs and beliefs without degrading someone else's in the process. Civility is more than merely being polite. Civility requires staying "present" even with those persons with whom we have deep-rooted and perhaps strong disagreements. It is about constantly being open to hear, learn, teach and change. It seeks common ground as a beginning point for dialogue. It is patience, grace, and strength of character. Civility is practiced in our City Hall.

**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**VIOLATION HEARINGS**

1. **City of Stuart Vs Robert Cook** S. Nicolosi  
CE19090045  
10-200, 489.132  
City of Stuart Vs Robert Cook
2. **City of Stuart Vs Brian Balfe & Tara Woodman Trust** S. Nicolosi  
CE19090046  
105.4, 105.4.1.1  
City of Stuart Vs Brian Balfe & Tara Woodman Trust
3. **City of Stuart Vs Allettante Bellezza LLC** E. Rodriguez  
CE19070052  
38-59  
Operating without a business tax receipt
4. **City of Stuart Vs Three Little Birds Cafe** E. Rodriguez  
CE19070056  
38-59  
Operating Without a Business Tax Receipt

**ADJOURNMENT**



**CITY OF STUART, FLORIDA  
AGENDA ITEM REQUEST  
MAGISTRATE HEARING DOCKET**

**Meeting Date:** 10/22/2019

**Narrative:**

City of Stuart Vs Robert Cook

**Magistrate Action:**

**Administrative Costs:**

\$300.00

**ATTACHMENTS:**

| <i>Description</i>            | <i>Upload Date</i> | <i>Type</i> |
|-------------------------------|--------------------|-------------|
| City of Stuart Vs Robert Cook | 10/18/2019         | Attachment  |

### **489.132 Prohibited acts by unlicensed principals; investigation; hearing; penalties. —**

(1) No uncertified or unregistered person associated with a contracting firm qualified by the licensee under this chapter shall:

(a) Conceal or cause to be concealed, or assist in concealing, from the primary qualifying agent, any material activities or information about the contracting firm;

(b) Exclude or facilitate the exclusion of any aspect of the contracting firm's financial or other business activities from the primary qualifying agent;

(c) Knowingly cause any part of the contracting firm's activities, financial or otherwise, to be conducted without the primary qualifying agent's supervision; or

(d) Assist or participate with any certificate holder or registrant in the violation of any provision of this chapter.

(2) The department shall cause an investigation of any incident where it appears that any uncertified or unregistered person associated with a contracting firm is in violation of this section. When, after investigation, the department finds there is probable cause to believe this section has been violated, the department shall prepare and file an administrative complaint which shall be served on the uncertified or unregistered person. The department shall prosecute the complaint pursuant to chapter 120.

(3) Upon a finding of a violation of this section, the department is authorized to impose a fine of not more than \$5,000 and assess reasonable investigative and legal costs for the prosecution of the violation against the violator. Any such fine and assessments shall be paid within 30 days of the filing of the final order with the department. In the event of an appeal, the time for payment of any fine and assessments shall be stayed until a final order is rendered upholding the department decision.

(4) In the event any fine and assessments imposed by the department are not paid within the time provided for payment, the department may bring action as provided in s. 489.129(6)(b) in the appropriate circuit court of the state for enforcement of the final order, and the circuit court shall not rehear the merit of those matters included in the final order of the department.

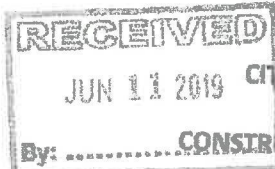
(5) The department may suspend, revoke, or deny issuance or renewal of a certificate or registration for any individual or business organization that associates a person as an officer, director, or partner, or in a managerial or supervisory capacity, after such person has been found under a final order to have violated this section or was an officer, director, partner, trustee, or manager of a business organization disciplined by the board by revocation, suspension, or fine in excess of \$2,500, upon finding reasonable cause that such person knew or reasonably should have known of the conduct leading to the discipline. History.—ss. 36, 41, ch. 89-374; s. 4, ch. 91-429; s. 20, ch. 93-166; s. 14, ch. 97-228; s. 36, ch. 2009-195.

#### **City Ordinance Sec. 10-200.**

License required. Prohibitions on contracting; penalties; and enforcement.

Except for work to be done by a homeowner in accordance with the Florida Building Code, no work regulated by or for which a permit is required by this article may be done by nor permit issued to any person who has not been licensed by the law as competent to do such work.

CITY EXHIBIT 1



PERMIT # L9000077  
Received By: AK

By: ..... CONSTRUCTION PERMIT APPLICATION

Application must be typed or printed legibly in ink and complete all relevant fields.

Parcel ID NUMBER 08-38-41-000-000-00193-4 PROJECT IDENTIFICATION  
ADDRESS 550 SW North Carolina Dr Stuart 34994 DATE OF APPLICATION 05/24/2019  
PROJECT NAME \_\_\_\_\_ CONTACT 214-0742 Flood Zone \_\_\_\_\_  
PROJECT CONTACT PHONE 214-0742 E-MAIL ADDRESS Cardiabab@Comcast.net  
FULL LEGAL NAME, AGENCY, OR BUSINESS Barnap Jack Prentner PROPERTY OWNERSHIP DETAILS  
MAILING ADDRESS 2530 NE 35th Street Lighthouse Pt 33064  
OWNER CONTACT PHONE 954-480-2281 OWNER E-MAIL ADDRESS JackPrentner@BellSouth.net

DESCRIPTION OF WORK

Building \_\_\_\_\_ Electric \_\_\_\_\_ Plumbing \_\_\_\_\_ Mechanical \_\_\_\_\_

Replacing an existing pool heat pump, with a Aqua Cal SQ 145-  
Electrical - 208-230-60-1

LICENSED CONTRACTOR

COMPANY NAME Paradise Pools LICENSE # RP25255567 COMPANY NAME \_\_\_\_\_  
NAME (QUALIFYING AGENT) Brian Wyle NAME \_\_\_\_\_ LICENSE # \_\_\_\_\_  
ADDRESS 1501 SE Decker Ave Stuart, FL 34994 ADDRESS \_\_\_\_\_  
PHONE 214-0742 PHONE \_\_\_\_\_  
E-MAIL ADDRESS Cardiabab@Comcast.net E-MAIL ADDRESS \_\_\_\_\_

FLORIDA DESIGN PROFESSIONAL

For demolition / renovation projects involving a commercial, institutional or industrial structure or apartment building of more than four dwelling units, the following provisions are applicable:

I. Renovation: Is asbestos present? Yes \_\_\_\_\_ No \_\_\_\_\_

II. Demolition: All applicants must provide Notice to DEP regardless of whether asbestos is present.

Mandatory Action: If asbestos is subsequently discovered, then the applicant shall immediately provide notice to the DEP and amend this application.

Building Cost \$1200 Electrical Cost \$ \_\_\_\_\_ Plumbing Cost \$ \_\_\_\_\_ Mech. Cost \$ \_\_\_\_\_ Total Cost \$ \_\_\_\_\_

Number of Stories \_\_\_\_\_ Building Height \_\_\_\_\_  
Total Floor Area (SF) \_\_\_\_\_ Enclosed \_\_\_\_\_ Unenclosed \_\_\_\_\_  
Number of Gas Fixtures \_\_\_\_\_ Number of Plumbing Fixtures \_\_\_\_\_  
Number of Parking Spaces \_\_\_\_\_ Number of Accessible Parking Spaces \_\_\_\_\_

Occupancy Classification \_\_\_\_\_ Occupancy Capacity: \_\_\_\_\_ Business Type: \_\_\_\_\_

City of Stuart Development Department, 121 SW Flagler Ave. Stuart, FL 34994 Phone: (772) 288-5326 Fax: (772) 288-5388



## PRODUCT APPROVAL

As required by Florida Statute 553.842 and Florida Administrative Code 9B-72, please provide the information and product approval number(s) for the building components listed below as applicable to the building construction project for the permit number listed above. You should contact your product supplier if you do not know the product approval number for any of the applicable listed products. Information regarding statewide product approval may be obtained at: <http://www.floridabuilding.org>

| Building Component           | Manufacturer | Product Description and Model No. | Product Approval No. | Product Approval No. |
|------------------------------|--------------|-----------------------------------|----------------------|----------------------|
| <b>EXTERIOR DOORS</b>        |              |                                   |                      |                      |
|                              |              |                                   |                      |                      |
| <b>WINDOWS</b>               |              |                                   |                      |                      |
|                              |              |                                   |                      |                      |
| <b>PANEL WALL</b>            |              |                                   |                      |                      |
|                              |              |                                   |                      |                      |
| <b>SHUTTERS</b>              |              |                                   |                      |                      |
|                              |              |                                   |                      |                      |
| <b>ROOFING PRODUCTS</b>      |              |                                   |                      |                      |
|                              |              |                                   |                      |                      |
| <b>STRUCTURAL COMPONENTS</b> |              |                                   |                      |                      |
|                              |              |                                   |                      |                      |

Application is hereby made to obtain a permit to do the work and installations as indicated. I certify that no work or installation has commenced prior to the issuance of a permit and that all work will be performed to meet the standards of all laws regulating construction in this jurisdiction.  
**OWNER'S AFFIDAVIT** - I certify that all the foregoing information is accurate and that all work will be done in compliance with all applicable laws regulating construction and zoning. I will not occupy or use the referenced building, or any part thereof, until all inspections are final and obtain a certificate of occupancy issued by the building official, as required by law.

**WARNING TO OWNER - YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE RECORDING YOUR NOTICE OF COMMENCEMENT.**

Barbara Jack Pinner      6-5-19  
 SIGNATURE OF OWNER      DATE

Robert Carr      5-24-19  
 SIGNATURE OF CONTRACTOR      DATE

SWORN TO (or affirmed) and subscribed before me this 5 day June, 2019 by Barbara Jack Pinner  
 who is personally known by me or who has produced \_\_\_\_\_ as identification. Deborah S. Fusillo  
 Notary Public, State of Florida



City of Stuart Development Department, 121 SW Flagler Ave. Stuart, FL 34994 Phone: (772) 288-5326 Fax: (772) 288-5388

CITY EXHIBIT 2A

# EMAIL



HX - TREASURE COAST - 20  
1225 S.W. South Macedo Blvd \* PT. ST. LUCIE, FLORIDA 349  
PHONE: 772-621-8221 \* FAX: 772-621-8034

PAST INVOICE

|            |          |
|------------|----------|
| Invoice    | 609187   |
| Document   | 023110   |
| Date       | 05/01/19 |
| Print Time | 11:11AM  |

|                 |                                                                                                                          |                     |                 |                                                                                        |
|-----------------|--------------------------------------------------------------------------------------------------------------------------|---------------------|-----------------|----------------------------------------------------------------------------------------|
| <b>Sold To:</b> | 200608<br>PARADISE POOLS OF MARTIN COUNT<br>SAILFISH POSEIDON HOLDINGS<br>1501 SE DECKER AVE STE 122<br>STUART, FL 34994 | PHONE: 772-283-0898 | <b>Ship To:</b> | TEMP<br>PARADISE POOLS OF MARTIN COUNT<br>550 SW NORTH CAROLINA DR<br>STUART, FL 34994 |
|-----------------|--------------------------------------------------------------------------------------------------------------------------|---------------------|-----------------|----------------------------------------------------------------------------------------|

|                    |                |           |                          |                       |
|--------------------|----------------|-----------|--------------------------|-----------------------|
| Customer PO Number | Order Taken By | Time      | Terms                    | Order Pulled By:      |
| BOB                | KRM            | 8:10AM    | 1% 10TH/N 20TH NET 20 TH | Order Checked Out By: |
| Order Date         | Carrier        | Ship Date | Order Picked Up By:      | Order Delivered By:   |
| 04/30/19           | TRUCK          | 05/01/19  |                          | Route: S1             |

| QTY<br>ORD | QTY<br>B.O | QTY<br>SHIP'D | Part Number | UM | Description                                                                                                           | Bin<br>location | Unit    | Total   |
|------------|------------|---------------|-------------|----|-----------------------------------------------------------------------------------------------------------------------|-----------------|---------|---------|
| 1          |            | 1             | SQ145       | EA | A/Q HEAT ONLY 119,000 BTU 1PH<br>60HZ 208-230V R410A HEAT PUMP<br>Ser# 190102174<br>CALL 1/2 HR AHEAD<br>772-214-0742 |                 | 2795.37 | 2795.37 |

Standard Terms: Account disputes must be reported to Credit Department within 60 days of invoice date. Past due accounts and Credit Card payments are not entitled to discounts. Amounts not paid by the Due Date bear interest at 18% per annum and all cost of collection, including attorney's fees, are the obligation of the customer.

**RECIEVED BY:**  
**PLEASE SIGN AND PRINT NAME IN BLACK INK**

## PAYMENT RECEIVED

Cash ☐ Check ☐ Credit Card ☐  
Number: \_\_\_\_\_  
Amount: \_\_\_\_\_  
Recived By: \_\_\_\_\_

|                  |         |
|------------------|---------|
| Subtotal         | 2795.37 |
| Discount/Fa      |         |
| Taxable Subtotal | 2795.37 |
| Tax              | 181.70  |
| Freight          | .00     |
| Total            | 2977.07 |





UNAUTHORIZED USE OF A CONTRACTORS LICENSE

AFFIDAVIT

REFERRAL N<sup>o</sup>. \_\_\_\_\_

STATE OF FLORIDA     )  
                                          ) SS  
COUNTY OF \_\_\_\_\_ )

Before me, the undersigned authority, duly authorized to administer oaths, personally appeared \_\_\_\_\_ and swore under oath the following:

(AFFIANT)

1. Name of affiant, victim? Brian Wyble, Sailfish Poseidon Holdings, DBA Paradise Pools of Martin County
2. What is the name and address of your company? Paradise Pools of Martin County
3. Company telephone number (include area code)? (772) 215-5786, (772) 215-5786
4. What is your position within the company? Owner, Qualifier
5. Are you licensed by and/or registered with the State of Florida as a contractor? Yes
6. What is your State license and/or registration number(s)? RP252555157
7. Are you licensed by and/or registered with Martin County as a contractor? Yes
8. What is your Martin County County licence and/or certificate number(s)? MCMR5436
9. What is the name, address, and telephone of the individual or company that is using your license number?  
Robert Cook, Sailfish Pools, llc, 515 SW North Carolina Dr, Stuart, FL 34994 (772) 214-0742
10. Do you personally know the individual or company that is using your license number? (If yes, please explain)  
yes, Robert Cook is a 50% partner in Paradise Pools of Martin County however he installed and invoiced as Sailfish Pools, LLC. But pulled a permit with the City of Stuart.
11. Do you now have or have you ever had a working/business relationship with this company/individual? (If yes, please explain) yes, he is a 50% partner in Paradise Pools, but did the work and used Paradise Pools to pull a permit
12. Have you previously been the qualifier for this company? (If yes, please list begin/end dates) No
13. Have you ever orally agreed to be the qualifier for this company? No
14. Have you ever given this company/individual authorization to represent your company in any way? (If yes, please explain) Only under work for Paradise Poolsof Martin County.
15. Have you ever given this company/individual authorization to use your license number for any purpose whatsoever? (If yes, please explain) Only under work performed under Paradise Pools of Martin County
16. Do you or your company have any affiliation with the company/individual who is using your license? (If yes, explain) Yes, he is a 50% partner of Paradise Pools of Martin County.

CITY EXHIBIT

4





**UNAUTHORIZED USE OF A CONTRACTORS LICENSE  
AFFIDAVIT**

REFERRAL NO. \_\_\_\_\_

17. Have you ever pulled any permits for this company/individual?     No
18. How did you discover that this company/individual was making unauthorized use of your license number?  
Recieved an Invoice from Vender for swimming pool heat pump. ( HornerXpress, of Stuart )
19. Please give the name, address and telephone number of the source that informed you.  
HomerXpress 2850 SE Iris Street, Stuart, FL 34997. (772) 781-6482 Found an invoice not associated with a Paradise Pools customer
20. Have you ever agreed to be or been the qualifier for another company/individual, given another company/individual authorization to use your license number, or been affiliated with another company/individual, other than present company and/or the company/individual you re complaining about? (If yes, please explain)     NO
21. Is there any other information that you consider important or relevant to this complaint? (If yes, briefly explain)

Robert Cook is a 50% partner of Paradise pool of which I am the other 50% owner and license qualifier. I have enclosed a copy of a vender invoice and a permit application with Paradise Pools of Martin County that shows the address of job that was completed by him personally and not associated with Paradise Pools. He proceeded to install and invoice customer either as a individual or under Sailfish Pools, LLC. ( his service company 100% owned by him and not Paradise Pools.). He was then caught by the City of Stuart installing the swimming pool heat pump and to cover his unlicensed activity he used his position in Paradise Pools to pull a permit (City of Stuart permit # 19060077)

Brian Wylek  
Affiant's Name

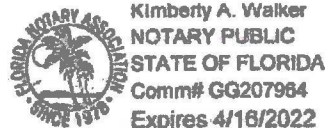
Brian Wylek  
(Affiant's Signature)

1560 SE Hampshire Way #102 Sign in the presence of a Notary\*

Stuart, FL  
Affiant's Home City

772-215-5786  
Affiant's Telephone Number(s)

STATE OF Florida  
COUNTY OF Martin



Sworn and subscribed before me this 22 day of August 2019.

By: Brian Wylek

Personally known:

Notary Public, State of Florida

Produced Id: FIDELIC KBOL Kim Walker  
Typed or printed name of Notary

Type: \_\_\_\_\_  
My Commission expires: 4/16/2022



**CITY OF STUART**  
**CODE ENFORCEMENT**  
830 SE MARTIN LUTHER KING, JR. BLVD  
STUART, FL 34994-2139

**NOTICE OF VIOLATION**

Sep 23, 2019

**COOK, ROBERT C JR & LEEANNE F**  
**515 SW NORTH CAROLINA DR**  
**STUART, FL 34994**

**Case #: CE19090045**

You are hereby notified that the following violation(s) of the Code of Ordinances and/or the Land Development Regulations of the City of Stuart exists on the property listed:

**ADDRESS: 515 SW NORTH CAROLINA DR**  
**PARCEL ID #: 0838410090000015060000**

**OBSERVATION DATE: 09/23/19**  
**CORRECTION DATE: 10/04/2019**

**VIOLATION(S)**  
**AND**  
**CORRECTIVE**  
**ACTIONS:**

**10-200**  
**ELECTRICAL & PLUMBING WORK PERFORMED BY UNLICENSED**  
**CONTRACTOR.**  
**Correction: 10-200**  
**OBTAIN LICENSED CONTRACTOR FOR ANY WORK PERFORMED ON**  
**CONDOMINIUM PROPERTY.**

**NOTICE OF HEARING SUMMONS**

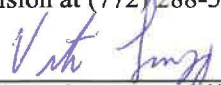
Failure to correct the violation(s) by the above date will result in a presentation of this matter at a hearing before the Code Enforcement Magistrate on **10/22/2019 at 1:00 PM** in the City of Stuart Commission Chambers located at 121 SW Flagler Avenue, Stuart, Florida. The violation charged is a civil infraction and subjects you to a maximum civil penalty of up to \$250 per offense, per day, for repeat violations.

The Code Enforcement Magistrate will receive testimony and evidence at said Hearing and make Findings of Fact, as supported by the testimony and evidence pertaining to matters alleged in the Notice of Violation. You are entitled to present evidence and witnesses at the Hearing.

FAILURE to appear will result in the Magistrate proceeding in your absence. All fines constitute liens against the Real and Personal Property of the Respondent. Please govern yourself accordingly

**An administrative fee of \$300.00 will be assessed if you should fail to comply by the correction date above.**

Should you require additional information regarding this notice, please contact the Code Enforcement Division at (772) 288-5325 or (772) 600-1254.

  
Code Enforcement Officer

Chalimar Gregory / Vito Lorenzo / Deborah Carrasco

70180680 0001 8397 5148  
Certified Mail #

**CITY EXHIBIT** 5



**Notice of Violation continued for Robert Cook, 515 SW North Carolina Drive****F.S 489.132 Prohibited acts by unlicensed principals; investigation; hearing; penalties. –**

(1) No uncertified or unregistered person associated with contracting firm qualified by the license under this chapter shall:

(a) Conceal or cause to be concealed, or assist in concealing, from the primary qualifying agent, any material activities or information about the contracting firm;

(b) Exclude or facilitate the exclusion of any aspect of the contracting firm's financial or other business activities from the primary qualifying agent;

(c) Knowingly cause any part of the contracting firm's activities, financial or otherwise, to chapter.

U.S. Postal Service™  
CERTIFIED MAIL® RECEIPT  
Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

**OFFICIAL USE**

Certified Mail Fee \$  
Extra Services & Fees (check box, add fee as appropriate)  
☐ Return Receipt (hardcopy) \$  
☐ Return Receipt (electronic) \$  
☐ Certified Mail Restricted Delivery \$  
☐ Adult Signature Required \$  
☐ Adult Signature Restricted Delivery \$  
 Postage \$  
 Total Postage and Fees \$

Postmark  
Date  
Time

Robert + Leeanne Cook  
515 SW North Carolina Dr  
Stuart, FL 34994

PS Form 3800, April 2015 PSN 7530-02-000-9053 See Reverse for Instructions

7018 0600 0001 8397 5148

CERTIFIED MAIL

7018 0600 0001 8397 5148

CITY EXHIBIT

5A

10222019 MAGISTRATE

**SENDER: COMPLETE THIS SECTION**

■ Complete items 1, 2, and 3.  
 ■ Print your name and address on the reverse so that we can return the card to you.  
 ■ Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:  
Robert C. Ira Leeanne F Cook  
515 SW North Carolina Dr.  
Stuart, FL 34994  
NOVCE19090045

2. Article Number (Transfer from service label)  
9590 9402 4075 8092 9619 95

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  
☒ Agent  
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes  
 IF YES, enter delivery address below: ☐ No

3. Service Type  
☐ Adult Signature  
☐ Adult Signature Restricted Delivery  
☐ Certified Mail®  
☐ Certified Mail Restricted Delivery  
☐ Collect on Delivery  
☐ Collect on Delivery Restricted Delivery  
☐ Insured Mail  
☐ Insured Mail Restricted Delivery (over \$500)

☐ Priority Mail Express®  
☐ Registered Mail™  
☐ Registered Mail Restricted Delivery  
☐ Return Receipt for Merchandise  
☐ Signature Confirmation™  
☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

PS Form 3811, July 2015 PSN 7530-02-000-9053

File Edit View Favorites Tools Help

CommunityPlus - CITY OF ST... USPS.com - USPS Trackin... X

Carolyn Timmann - Clerk... City of Stuart Codes and Standards ICC... CommunityPlus - CITY... Emergency Management... Employee Login Employee Web Services K... Florida Association of Co... Florida Public Employees... General Google

Search...

10/16/2019 7:55 AM

# USPS Tracking®

Track Another Package +

Track Packages Anytime, Anywhere

Get the free informed Delivery® feature to receive automated notifications on your packages

Learn More

Tracking

FAQs

Tracking Number: 70180680000183975148

Remove X

Status

Delivered

September 26, 2019 at 2:17 pm  
Delivered, Left with Individual  
STUART, FL 34994

Get Updates

Your item was delivered to an individual at the address at 2:17 pm on September 26, 2019 in STUART, FL 34994.

Delivered

Text & Email Updates

Tracking History

Product Information

See Less

CITY EXHIBIT 5B

**CITY OF STUART, FLORIDA  
AGENDA ITEM REQUEST  
MAGISTRATE HEARING DOCKET**

**Meeting Date:** 10/22/2019

**Narrative:**

City of Stuart Vs Brian Balfe & Tara Woodman Trust

**Magistrate Action:**

**Administrative Costs:**

\$300.00

**ATTACHMENTS:**

| <i>Description</i>                                 | <i>Upload Date</i> | <i>Type</i> |
|----------------------------------------------------|--------------------|-------------|
| City of Stuart Vs Brian Balfe & Tara Woodman Trust | 10/18/2019         | Cover Memo  |



Martin County, Florida - Laurel Kelly, C.F.A  
Summary

generated on 9/10/2019 2:34:32 PM EDT

| Parcel ID                | Account # | Unit Address                 | Market Total Website Value | Updated  |
|--------------------------|-----------|------------------------------|----------------------------|----------|
| 05-38-41-001-000-00310-7 | 22152     | 812 SW ST LUCIE CRES, STUART | \$429,280                  | 9/7/2019 |

Owner Information

|                    |                                         |
|--------------------|-----------------------------------------|
| Owner(Current)     | BRIAN K BALFE & TARA B WOODMAN TRUST    |
| Owner/Mail Address | 812 SW ST LUCIE CRES<br>STUART FL 34994 |
| Sale Date          | 1/18/2019                               |
| Document Book/Page | 3038 0057                               |
| Document No.       | 2735572                                 |
| Sale Price         | 100                                     |

Location/Description

|                |                              |                                                                                                                                                                                                                                                                                        |                        |
|----------------|------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|
| Account #      | 22152                        | Map Page No.                                                                                                                                                                                                                                                                           | O-05B                  |
| Tax District   | 3100                         | Legal Description                                                                                                                                                                                                                                                                      | BESSEY ADDN,<br>LOT 31 |
| Parcel Address | 812 SW ST LUCIE CRES, STUART | <b>NOTE: Legal description as shown is not to be used on legal documents. The legal description is intended for general information only. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the legal description.</b> |                        |
| Acres          | .3190                        |                                                                                                                                                                                                                                                                                        |                        |

Parcel Type

|              |                            |
|--------------|----------------------------|
| Use Code     | 0700 Misc Residential Imp  |
| Neighborhood | 398390 Stuart West side WF |

Assessment Information

|                          |           |
|--------------------------|-----------|
| Market Land Value        | \$419,760 |
| Market Improvement Value | \$9,520   |
| Market Total Value       | \$429,280 |

CITY EXHIBIT



9/10/2019 16:16

CITY EXHIBIT 2







CITY EXHIBIT 3

10/15/2019 13:22





**NOTICE OF EXPIRED PERMIT**

Our records indicate that Permit # 18080010 for SFK-Nesmed (work) issued on 8/8/18 has expired.

Building permits expire six (6) months from the date of issuance if the work permitted has not commenced. Please let this notice serve to inform you of your permit's expired status.

A hold will be put on your License until this matter is taken care of. A new application will be required to continue any further activity at 812 South Main Ave. Any questions please call the Development Department at (772) 288-5326.

## Thank You

Date Mailed 6/18/19

CITY EXHIBIT 4

Modelist Building Group LLC  
P.O. Box 1067  
Palm City, FL 34991

CITY EXHIBIT 4A



## Florida Building Code 2017

### 105.4 Conditions of the permit.

**105.4.1 Permit intent.** A permit issued shall be construed to be a license to proceed with the work and not as authority to violate, cancel, alter or set aside any of the provisions of the technical codes, nor shall issuance of a permit prevent the building official from thereafter requiring a correction of errors in plans, construction or violations of this code. Every permit issued shall become invalid unless the work authorized by such permit is commenced within 6 months after its issuance, or if the work authorized by such permit is suspended or abandoned for a period of 6 months after the time the work is commenced.

**105.4.1.1** If work has commenced and the permit is revoked, becomes null and void, or expires because of lack of progress or abandonment, a new permit covering the proposed construction shall be obtained before proceeding with the work.

**105.4.1.2** If a new permit is not obtained within 180 days from the date the initial permit became null and void, the building official is authorized to require that any work which has been commenced or completed be removed from the building site. Alternately, a new permit may be issued on application, providing the work in place and required to complete the structure meets all applicable regulations in effect at the time the initial permit became null and void and any regulations which may have become effective between the date of expiration and the date of issuance of the new permit.



**Nicolosi, Stefano**

**From:** Gregory, Chalimar  
**Sent:** Monday, September 23, 2019 7:59 PM  
**To:** Nicolosi, Stefano  
**Subject:** Fwd: Notice Of Violation for 812 St. Lucie Crescent

Sent from my iPhone

Begin forwarded message:

**From:** BKSB <[bksboru@yahoo.com](mailto:bksboru@yahoo.com)>  
**Date:** September 23, 2019 at 6:11:43 PM EDT  
**To:** [cgregory@ci.stuart.fl.us](mailto:cgregory@ci.stuart.fl.us)  
**Cc:** Tara Woodman <[bellafellini@yahoo.com](mailto:bellafellini@yahoo.com)>, Brian Balfe <[bksboru@yahoo.com](mailto:bksboru@yahoo.com)>  
**Subject:** Fwd: Notice Of Violation for 812 St. Lucie Crescent

This message has originated from an [EXTERNAL EMAIL ADDRESS]. Please use proper judgment and caution when opening attachments, clicking links, or responding to this email. If it shows as being from someone within the City, please contact the City's Technology Services personnel.

Ms. Gregory, thx for the email heads up. We're definitely caught off guard on this. I'm on a plane to NY for my mom's 89th, but I've already texted/emailed our builder, Medalist. My wife, Tara, will work with them to get this settled, while I'm away. Again, thx for reaching out. B

r/BKSB

Begin forwarded message:

**From:** Tara Woodman <[bellafellini@yahoo.com](mailto:bellafellini@yahoo.com)>  
**Date:** September 23, 2019 at 5:31:36 PM EDT  
**To:** Brian Balfe <[bksboru@yahoo.com](mailto:bksboru@yahoo.com)>  
**Subject:** Fwd: Notice Of Violation for 812 St. Lucie Crescent

Just great. Did you get this?

Sent from my iPhone

Begin forwarded message:

**From:** "Gregory, Chalimar" <[cgregory@ci.stuart.fl.us](mailto:cgregory@ci.stuart.fl.us)>  
**Date:** September 23, 2019 at 3:38:50 PM EDT  
**To:** "BELLAFELLINI@yahoo.com" <[BELLAFELLINI@yahoo.com](mailto:BELLAFELLINI@yahoo.com)>  
**Cc:** "Gregory, Chalimar" <[cgregory@ci.stuart.fl.us](mailto:cgregory@ci.stuart.fl.us)>  
**Subject:** Notice Of Violation for 812 St. Lucie Crescent

CITY EXHIBIT 64

Mr. Balfé & Ms. Woodman

Attached please find the NOV (notice of violation) that has been sent by certified mail to your address. Should you have any questions, please feel free to reach out to my contact information below.

Kind regards,

Chalimar Gregory

CITY OF STUART POLICE DEPARTMENT  
CODE COMPLIANCE SUPERVISOR  
830 SE MARTIN LUTHER KING BLVD.  
STUART, FL 34994  
[cgregory@ci-stuart.fl.us](mailto:cgregory@ci-stuart.fl.us)  
772-600-0118 x 3932

10/22/2019 10:10:10 AM  
This email was scanned by Bitdefender



**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Brian K Baker & Tara B Woodman  
Trust  
812 SW 5th Ave  
Stuart, FL 34994  
NOV 06 1909004P



9590 9402 4075 8092 9620 15

2. Article Number (Transfer from 9590 label)

701A 05A0 0001 8397 5209

PS Form 3811, July 2015 PSN 7530-02-000-9053

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature ☒ Agent ☐ Addressee  
 B. Received by (Printed Name) ☐ Date of Delivery  
 C. *9/26/19*  
 D. Is return receipt requested? ☐ Yes ☐ No  
 If YES, enter delivery address below

SEP 30 2019

CODE ENFORCEMENT

3. Service Type ☐ Registered Mail Express®  
☐ Adult Signature Restricted Delivery ☐ Registered Mail™  
☐ Certified Mail™ ☐ Return Receipt for Merchandise  
☐ Collect on Delivery ☐ Signature Confirmation™  
☐ Restricted Delivery ☐ Restricted Delivery

Domestic Return Receipt

CITY EXHIBIT 6c



**CITY OF STUART**  
**CODE ENFORCEMENT**  
830 SE MARTIN LUTHER KING, JR. BLVD  
STUART, FL 34994-2139

**NOTICE OF VIOLATION**

Sep 23, 2019

**BRIAN K BALFE & TARA B WOODMAN TRUS**  
812 SW ST LUCIE CRES  
STUART, FL 34994

Case #: CE19090046

You are hereby notified that the following violation(s) of the Code of Ordinances and/or the Land Development Regulations of the City of Stuart exists on the property listed:

ADDRESS: 812 SW SAINT LUCIE CRES  
PARCEL ID #: 0538410010000031070000  
OBSERVATION DATE: 09/23/19  
CORRECTION DATE: 10/04/2019

VIOLATION(S)

105.4  
Conditions of Permit(s)

105.4.1.1

Work has commenced but the Permit has been Revoked, become Null and Void or has Expired because of lack of progress or abandonment

Corrections: 105.4

Mandatory Appearance at Magistrate

105.4.1.1

Must Obtain a New Permit and Final Inspection

**NOTICE OF HEARING SUMMONS**

Failure to correct the violation(s) by the above date will result in a presentation of this matter at a hearing before the Code Enforcement Magistrate on 10/22/2019 at 1:00 PM in the City of Stuart Commission Chambers located at 131 SW Hugler Avenue, Stuart, Florida. The violation charged is a civil infraction and subjects you to a maximum civil penalty of up to \$250 per offense, per day, for repeat violations.

The Code Enforcement Magistrate will receive testimony and evidence at said Hearing and make Findings of Fact, as supported by the testimony and evidence pertaining to matters alleged in the Notice of Violation. You are entitled to present evidence and witnesses at the Hearing.

FAILURE to appear will result in the Magistrate proceeding in your absence. All fines constitute liens against the Real and Personal Property of the Respondent. Please govern yourself accordingly

An administrative fee of \$300.00 will be assessed if you should fail to comply by the correction date above.

Should you require additional information regarding this notice, please contact the Code Enforcement Division at (772) 288-5325 or (772) 600-1254.

*Chalimar Gregory*  
1019 01680 000 8397 5209  
Certified Mail #

Code Enforcement Officer  
Chalimar Gregory / Vito Lorenzo Deborah Carrasco

CITY EXHIBIT 6D

10222019 MAGISTRATE

**CITY OF STUART, FLORIDA  
AGENDA ITEM REQUEST  
MAGISTRATE HEARING DOCKET**

**Meeting Date:** 10/22/2019

**Narrative:**

Operating without a business tax receipt

**Magistrate Action:**

**Fine Amount:**

\$100 per day

**Administrative Costs:**

\$300.00

**ATTACHMENTS:**

| <i>Description</i>                        | <i>Upload Date</i> | <i>Type</i> |
|-------------------------------------------|--------------------|-------------|
| City of Stuart Vs Allettante Bellezza LLC | 10/18/2019         | Cover Memo  |

PERMITTING V9.0  
DATE: 10/18/2019  
TIME: 13:47:52

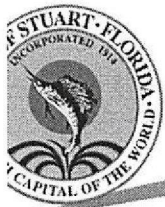
CITY OF STUART  
LICENSE HISTORY REPORT

PAGE NUMBER: 1  
MODULE : OCCWIN

BUSINESS NUMBER : 29413 ALLETTANTE BELLEZZA LLC

| LICENSE  | CATEGORY | DATE       | TYPE     | DEBIT   | CREDIT | DESCRIPTION           | OPERATOR  |
|----------|----------|------------|----------|---------|--------|-----------------------|-----------|
| 11570    | 110080   | 10/07/2019 | PENALTY  | 61.95   | .00    | PENALTY POSTED        | erodrighu |
| 11570    | 110080   | 09/17/2019 | POST     | 154.87  | .00    | FEE ID OLFINE         | erodrighu |
| 11570    | 110080   | 07/01/2019 | PRINT    | .00     | .00    | PRINT RENEWAL         | erodrighu |
| 11570    | 110080   | 06/28/2019 | FEE      | 619.48  | .00    | LICENSE FEE           | erodrighu |
| 11570    | 110080   | 03/29/2019 | PRINT    | .00     | .00    | PRINT RENEWALS        | erodrighu |
| 11570    | 110080   | 03/29/2019 | PRINT    | .00     | .00    | PRINT RENEWALS        | erodrighu |
| 11570    | 110080   | 03/29/2019 | PRINT    | .00     | .00    | PRINT RENEWALS        | erodrighu |
| 11570    | 110080   | 03/18/2019 | POST     | 250.00  | .00    | FEE ID BTFSSFINE      | erodrighu |
| 11570    | 110080   | 02/15/2019 | PRINT    | .00     | .00    | PRINT RENEWAL         | erodrighu |
| 11570    | 110080   | 01/18/2019 | PENALTY  | 30.97   | .00    | PENALTY POSTED        | erodrighu |
| 11570    | 110080   | 12/17/2018 | PENALTY  | 30.97   | .00    | PENALTY POSTED        | erodrighu |
| 11570    | 110080   | 11/14/2018 | PENALTY  | 30.97   | .00    | PENALTY POSTED        | erodrighu |
| 11570    | 110080   | 10/05/2018 | PENALTY  | 61.95   | .00    | PENALTY POSTED        | erodrighu |
| 11570    | 110080   | 07/02/2018 | PRINT    | .00     | .00    | PRINT RENEWAL         | erodrighu |
| 11570    | 110080   | 05/01/2018 | PRINT    | .00     | .00    | PRINT RENEWALS        | erodrighu |
| 11570    | 110080   | 04/17/2018 | FEE      | 619.48  | .00    | LICENSE FEE           | erodrighu |
| 11570    | 110080   | 11/08/2017 | PRINT    | .00     | .00    | PRINT LICENSE         | dlsmith   |
| 11570    | 110080   | 11/08/2017 | PAY      | .00     | 25.00  | RCPT No. 04000011848  | dlsmith   |
| 11570    | 110080   | 11/08/2017 | PAY FEE  | .00     | 100.00 | R# 04000011848 BTLIFE | dlsmith   |
| 11570    | 110080   | 11/08/2017 | POST     | 100.00  | .00    | FEE ID BTLIFE         | dlsmith   |
| 11570    | 110080   | 11/08/2017 | FEE      | 619.48  | .00    | LICENSE FEE           | dlsmith   |
| 11570    | 110080   | 11/08/2017 | PAY      | .00     | 619.48 | TR. PAY FROM 27934    | dlsmith   |
| 11570    | 110080   | 11/08/2017 | TRANSFER | 25.00   | .00    | TR FEE FROM 27934     | dlsmith   |
| TOTALS : |          |            |          | 2605.12 | 744.48 | 1860.64               |           |





# City of Stuart

Edith Rodriguez | Certified Business Tax Official  
121 SW Flagler Ave. Stuart Fl. 34994  
Phone: 772.288.5319

- **Sec. 38-95. - Required.**

No person shall engage in any trade, business, profession or occupation within the city without a local business tax receipt. Applications for a receipt shall be made on forms provided by the city. A complete application shall include the number of fulltime and part-time employees who will work at the licensed premises at the time the application is filed with the city development department.

(Code 1981, § 10-3; Code 1995, § 74-58; Ord. No. 1677, § 1, 5-24-1999)

**State Law reference—** Authority to require receipt, F.S. § 205.042.

- **Sec. 38-59. - Delinquencies and penalties.**

(a) Any local business tax receipts not renewed when due and payable shall be considered delinquent and subject to a delinquency penalty of ten percent for the month of October, plus an additional five percent penalty for each month of delinquency thereafter until paid; provided that the total delinquency shall not exceed 25 percent of the tax for the delinquent establishment.

(b) Any person engaging in or managing any business, occupation or profession without first obtaining a local business tax receipt, if required hereunder, shall be subject to a penalty of 25 percent of the tax determined to be due, in addition to any other penalty provided by law or ordinance.

(c) Any person who engages in any business, occupation, or profession covered by this article who does not pay the required local business tax within 150 days after the initial notice of tax due, and who does not obtain the required receipt is subject to civil actions and penalties, including court costs, reasonable attorneys' fees, additional administrative costs incurred as a result of collection efforts, and a penalty of up to \$250.00.

(d) Payment of the local business tax shall be deemed to have occurred on the date of mailing, if mailed, or on the date payment is tendered to the department of administrative services, if delivered.

(e) Any person who engages in any business, occupation, or profession covered by this article who does not obtain a local business tax receipt as required by this article shall be guilty of a municipal code violation and subject to the sanctions imposed by the code enforcement board.

(Code 1981, § 10-12; Code 1995, § 74-67; Ord. No. 1677, § 1, 5-24-1999)

**State Law reference—** Similar provisions, F.S. § 205.053.

- **Sec. 38-64. - Individual professionals to pay fee.**

Whenever in this article a local business tax is provided for architects, auctioneers, auditors, accountants, dentists, draftsmen, civil engineers, lawyers, osteopaths, chiropractors, chiropodists, physicians or surgeons, or other similar professions, such provision shall be construed to require that each individual shall pay the tax herein provided, whether practicing by himself or in partnership or employed by another.

(Code 1981, § 10-17; Code 1995, § 74-72; Ord. No. 2341-2017, § 1, 12-11-2017)



**CITY OF STUART  
CODE ENFORCEMENT**

830 SE MARTIN LUTHER KING, JR. BLVD  
STUART, FL 34994-2139

**NOTICE OF VIOLATION**

**Jul 29, 2019**

**SPC REGENCY LLC  
2440 SE FEDERAL HWY #600  
STUART, FL 34994**

**Case #: CE19070052**

You are hereby notified that the following violation(s) of the Code of Ordinances and/or the Land Development Regulations of the City of Stuart exists on the property listed:

**ADDRESS: 2462 SE FEDERAL HWY  
PARCEL ID #: 1538410000000022060000**

**OBSERVATION DATE: 07/29/19  
CORRECTION DATE: 08/16/2019**

**VIOLATION(S)  
AND  
CORRECTIVE  
ACTIONS:**

**38-59  
DELINQUENT BUSINESS TAX RECEIPT  
Correction: 38-59  
ANY PERSON WHO ENGAGES IN ANY BUSINESS, OCCUPATION, OR  
PROFESSION WHO DOES NOT OBTAIN OR RENEW A LOCAL BUSINESS TAX  
RECEIPT IS SUBJECT TO CIVIL ACTIONS AND PENALTIES INCLUDING  
COURT COSTS.**

**NOTICE OF HEARING SUMMONS**

Failure to correct the violation(s) by the above date will result in a presentation of this matter at a hearing before the Code Enforcement Magistrate on **09/17/2019 at 1:00PM** in the City of Stuart Commission Chambers located at 121 SW Flagler Avenue, Stuart, Florida. The violation charged is a civil infraction and subjects you to a maximum civil penalty of up to \$250 per offense, per day, for repeat violations.

The Code Enforcement Magistrate will receive testimony and evidence at said Hearing and make Findings of Fact, as supported by the testimony and evidence pertaining to matters alleged in the Notice of Violation. You are entitled to present evidence and witnesses at the Hearing.

FAILURE to appear will result in the Magistrate proceeding in your absence. All fines constitute liens against the Real and Personal Property of the Respondent. Please govern yourself accordingly

**An administrative fee of \$300.00 will be assessed if you should fail to comply by the correction date above.**

Should you require additional information regarding this notice, please contact the Code Enforcement Division at (772) 288-5325 or (772) 600-1254.

  
Code Enforcement Officer

Chalimar Gregory / Vito Lorenzo / Deborah Carrasco

**7018 0680 0001 8397 6817**  
Certified Mail #

**CITY EXHIBIT 3**





Department of State / Division of Corporations / Search Records / Detail By Document Number /

## Detail by Entity Name

Florida Limited Liability Company  
ALLETTANTE BELLEZZA L.L.C.

### Filing Information

**Document Number** L14000187411  
**FEI/EIN Number** 47-2484876  
**Date Filed** 12/08/2014  
**Effective Date** 01/01/2015  
**State** FL  
**Status** ACTIVE

### Principal Address

2048 SE FEDERAL HWY  
STUART, FL 34994

Changed: 06/21/2017

### Mailing Address

2048 SE FEDERAL HWY  
STUART, FL 34994

Changed: 06/21/2017

### Registered Agent Name & Address

MOGA, LYNN  
2048 SE FEDERAL HWY  
STUART, FL 34994

Address Changed: 04/19/2018

### Authorized Person(s) Detail

#### Name & Address

Title MGR

MOGA, LYNN  
2048 SE FEDERAL HWY  
STUART, FL 34994

### Annual Reports

**Report Year** **Filed Date**  
2017 01/08/2017  
2018 04/19/2018

**CITY EXHIBIT**

7018 0680 0001 8397 6800

| U.S. Postal Service™<br>CERTIFIED MAIL® RECEIPT<br>Domestic Mail Only                            |                                 |
|--------------------------------------------------------------------------------------------------|---------------------------------|
| For delivery information, visit our website at <a href="http://www.usps.com">www.usps.com</a> ®. |                                 |
| OFFICIAL USE                                                                                     |                                 |
| Certified Mail Fee<br>\$                                                                         | Postmark<br>Here<br><br>7/29/19 |
| Extra Services & Fees (check box, add fee as appropriate)                                        |                                 |
| <input type="checkbox"/> Return Receipt (hardcopy) \$                                            |                                 |
| <input type="checkbox"/> Return Receipt (electronic) \$                                          |                                 |
| <input type="checkbox"/> Certified Mail Restricted Delivery \$                                   |                                 |
| <input type="checkbox"/> Adult Signature Required \$                                             |                                 |
| <input type="checkbox"/> Adult Signature Restricted Delivery \$                                  |                                 |
| Postage<br>\$                                                                                    |                                 |
| Total Postage and Fees<br>\$                                                                     |                                 |
| Sent To<br>Lynn Moga<br>2048 SE Federal Hwy<br>Stuart FL                                         |                                 |
| PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions                       |                                 |

7018 0680 0001 8397 6817

| U.S. Postal Service™<br>CERTIFIED MAIL® RECEIPT<br>Domestic Mail Only                            |                                 |
|--------------------------------------------------------------------------------------------------|---------------------------------|
| For delivery information, visit our website at <a href="http://www.usps.com">www.usps.com</a> ®. |                                 |
| OFFICIAL USE                                                                                     |                                 |
| Certified Mail Fee<br>\$                                                                         | Postmark<br>Here<br><br>7/29/19 |
| Extra Services & Fees (check box, add fee as appropriate)                                        |                                 |
| <input type="checkbox"/> Return Receipt (hardcopy) \$                                            |                                 |
| <input type="checkbox"/> Return Receipt (electronic) \$                                          |                                 |
| <input type="checkbox"/> Certified Mail Restricted Delivery \$                                   |                                 |
| <input type="checkbox"/> Adult Signature Required \$                                             |                                 |
| <input type="checkbox"/> Adult Signature Restricted Delivery \$                                  |                                 |
| Postage<br>\$                                                                                    |                                 |
| Total Postage and Fees<br>\$                                                                     |                                 |
| Sent To<br>SPC Registry LLC<br>2440 SE Fed Hwy<br>Stuart                                         |                                 |
| PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions                       |                                 |

| SENDER: COMPLETE THIS SECTION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  | COMPLETE THIS SECTION ON DELIVERY                                                                                                                                                                                                                                                                                                                                             |                            |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|
| <p>■ Complete items 1, 2, and 3.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p>                                                                                                                                                                                                                                                                                                       |  | <p>A. Signature<br/>X <i>[Signature]</i></p>                                                                                                                                                                                                                                                                                                                                  |                            |
| <p>1. Article Addressed to:</p> <p>SPC Regency LLC #600<br/>2440 SE Federal Hwy<br/>Stuart, FL 34994</p>                                                                                                                                                                                                                                                                                                                                                                                                                        |  | <p>B. Received by (Printed Name)<br/>Julia Silva</p>                                                                                                                                                                                                                                                                                                                          | <p>C. Date of Delivery</p> |
| <p>2. Article Number (Transfer from service label)</p> <p>9590 9402 4075 8092 9616 29</p> <p>Alle Hante</p>                                                                                                                                                                                                                                                                                                                                                                                                                     |  | <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes<br/>If YES, enter delivery address below: <input type="checkbox"/> No</p>                                                                                                                                                                                                                       |                            |
| <p>3. Service Type</p> <p><input type="checkbox"/> Adult Signature</p> <p><input type="checkbox"/> Adult Signature Restricted Delivery</p> <p><input checked="" type="checkbox"/> Certified Mail®</p> <p><input type="checkbox"/> Certified Mail Restricted Delivery</p> <p><input type="checkbox"/> Collect on Delivery</p> <p><input type="checkbox"/> Collect on Delivery Restricted Delivery</p> <p><input type="checkbox"/> Insured Mail</p> <p><input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)</p> |  | <p><input type="checkbox"/> Priority Mail Express®</p> <p><input type="checkbox"/> Registered Mail™</p> <p><input type="checkbox"/> Registered Mail Restricted Delivery</p> <p><input type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Signature Confirmation™</p> <p><input type="checkbox"/> Signature Confirmation Restricted Delivery</p> |                            |
| <p>7018 0680 0001 8397 6817</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  | <p>Domestic Return Receipt</p>                                                                                                                                                                                                                                                                                                                                                |                            |
| <p>PS Form 3811, July 2015 PSN 7530-02-000-9053</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |                                                                                                                                                                                                                                                                                                                                                                               |                            |

| SENDER: COMPLETE THIS SECTION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |  | COMPLETE THIS SECTION ON DELIVERY                                                                                                                                                                                                                                                                                                                                             |                                        |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|
| <p>■ Complete items 1, 2, and 3.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p>                                                                                                                                                                                                                                                                                            |  | <p>A. Signature<br/>X <i>[Signature]</i></p>                                                                                                                                                                                                                                                                                                                                  |                                        |
| <p>1. Article Addressed to:</p> <p>Lynn Moga<br/>2048 SE Federal Hwy<br/>Stuart FL 34994</p>                                                                                                                                                                                                                                                                                                                                                                                                                         |  | <p>B. Received by (Printed Name)</p>                                                                                                                                                                                                                                                                                                                                          | <p>C. Date of Delivery<br/>8-17-19</p> |
| <p>2. Article Number (Transfer from service label)</p> <p>9590 9402 4075 8092 9616 36</p> <p>Alle Hante Belleroga LLC</p>                                                                                                                                                                                                                                                                                                                                                                                            |  | <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes<br/>If YES, enter delivery address below: <input type="checkbox"/> No</p>                                                                                                                                                                                                                       |                                        |
| <p>3. Service Type</p> <p><input type="checkbox"/> Adult Signature</p> <p><input type="checkbox"/> Adult Signature Restricted Delivery</p> <p><input type="checkbox"/> Certified Mail®</p> <p><input type="checkbox"/> Certified Mail Restricted Delivery</p> <p><input type="checkbox"/> Collect on Delivery</p> <p><input type="checkbox"/> Collect on Delivery Restricted Delivery</p> <p><input type="checkbox"/> Insured Mail</p> <p><input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)</p> |  | <p><input type="checkbox"/> Priority Mail Express®</p> <p><input type="checkbox"/> Registered Mail™</p> <p><input type="checkbox"/> Registered Mail Restricted Delivery</p> <p><input type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Signature Confirmation™</p> <p><input type="checkbox"/> Signature Confirmation Restricted Delivery</p> |                                        |
| <p>7018 0680 0001 8397 6800</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  | <p>Domestic Return Receipt</p>                                                                                                                                                                                                                                                                                                                                                |                                        |
| <p>PS Form 3811, July 2015 PSN 7530-02-000-9053</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |                                                                                                                                                                                                                                                                                                                                                                               |                                        |

CITY EXHIBIT 5



# STUART POLICE DEPARTMENT

David Dyess, Chief of Police



Serving with *Pride*  
Protecting with Dignity

CODE ENFORCEMENT DIVISION  
830 SE Martin L. King Blvd. Stuart, FL 34994  
Telephone: 772 - 600 - 1254 Fax: 772 - 600 - 1211



## RECEIPT OF HAND DELIVERY

DATE: 7-29-19

Property Owner

TO: Alletante Bellera LLC

ATTENTION: \_\_\_\_\_

Location of property in violation: \_\_\_\_\_

Date and Time of Service: 7-29-19 3pm

Recipient: [Signature]

Signature of Owner/ Recipient

[Signature]

Signature of Officer Serving Notice

CITY EXHIBIT 6

**CITY OF STUART, FLORIDA  
CODE ENFORCEMENT MAGISTRATE**

Case: **CE19070052**  
Officer ID No: & Name: **246-Deborah Carrasco**

CITY OF STUART, FLORIDA,  
Petitioner,

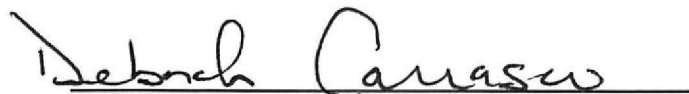
v.  
**SPC Regency LLC**  
**2440 SE Federal Hwy #6000**  
**Stuart FL 34994**

Respondent(s).

**RE-NOTICE OF MAGISTRATE HEARING**

Please take notice that on **Tuesday** the **22nd** day of **OCT.**, at **1:00 PM**, the City will bring on to be heard the Code Enforcement Case **CE190070052**. Please govern yourself accordingly.

I HEREBY CERTIFY that a true copy of this Notice of Hearing was served upon the Respondent by Certified Mail on this **16<sup>th</sup>** day of September 16, 2019.



Deborah Carrasco  
830 SE Martin Luther King Jr. Blvd  
Stuart, FL 34994  
(772) 288-5325  
(772) 600-1211 (FAX)

CITY EXHIBIT 7

7018 0680 0001 8397 6992

U.S. Postal Service™  
**CERTIFIED MAIL® RECEIPT**  
Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

**OFFICIAL USE**

Certified Mail Fee

\$

Extra Services & Fees (check box, add fee as appropriate)

- |                                                              |    |  |
|--------------------------------------------------------------|----|--|
| <input type="checkbox"/> Return Receipt (hardcopy)           | \$ |  |
| <input type="checkbox"/> Return Receipt (electronic)         | \$ |  |
| <input type="checkbox"/> Certified Mail Restricted Delivery  | \$ |  |
| <input type="checkbox"/> Adult Signature Required            | \$ |  |
| <input type="checkbox"/> Adult Signature Restricted Delivery | \$ |  |

Postmark  
Here

9/16/19

Postage

\$

Total Postage and Fees

\$

Sent To

Street and Apt. No., or PO Box No.

City, State, ZIP+4®

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

(Dress)  
SPC Regency

CITY EXHIBIT 8

# USPS Tracking®

[FAQs >](#)[Track Another Package +](#)**Tracking Number:** 70180680000183976992[Remove X](#)

Your item was delivered to an individual at the address at 11:04 am on September 19, 2019 in STUART, FL 34994.

## Delivered

September 19, 2019 at 11:04 am  
Delivered, Left with Individual  
STUART, FL 34994

[Get Updates ∨](#)[Feedback](#)

---

[Text & Email Updates](#)

---

[Tracking History](#)

---

[Product Information](#)

---

[See Less ^](#)

CITY EXHIBIT

9



**CITY OF STUART, FLORIDA  
AGENDA ITEM REQUEST  
MAGISTRATE HEARING DOCKET**

**Meeting Date:** 10/22/2019

**Narrative:**

Operating Without a Business Tax Receipt

**Magistrate Action:**

**Fine Amount:**

\$100 per day

**Administrative Costs:**

\$300.00

**ATTACHMENTS:**

| <i>Description</i>                        | <i>Upload Date</i> | <i>Type</i> |
|-------------------------------------------|--------------------|-------------|
| City of Stuart Vs Three Little Birds Cafe | 10/18/2019         | Cover Memo  |

  
**Stuart**121 SW FLAGLER AVENUE  
STUART, FLORIDA 34994TEL: 772.288.5319  
FAX: 772.600.1280

# LOCAL BUSINESS TAX RECEIPT APPLICATION

**Please print clearly and provide all required information****SECTION I  
TO BE COMPLETED  
BY APPLICANT**

- |                                                             |                                               |                                              |
|-------------------------------------------------------------|-----------------------------------------------|----------------------------------------------|
| <input checked="" type="checkbox"/> New Business            | <input type="checkbox"/> Business Name Change | <input type="checkbox"/> Additional Category |
| <input type="checkbox"/> Individual Professional - 1099     | <input type="checkbox"/> Transfer - Location  | <input type="checkbox"/> Change of Category  |
| <input type="checkbox"/> Individual Professional - Employee | <input type="checkbox"/> Transfer - Owner     | <input type="checkbox"/> Amplified Sound     |

Business Name: Three Little Birds Cafe LLC Phone #: 772-600-5932  
Business Address: 740 SW Federal Highway City: Stuart ST: FL ZIP: 34994  
Mailing Address (if different than above): \_\_\_\_\_  
Fax #: \_\_\_\_\_ Email: threelittlebirdscfe740@gmail.com  
Parcel ID #: \_\_\_\_\_ 0 0 0 0  
Sales Tax #: \_\_\_\_\_ EIN: 83-2731594 State License #: \_\_\_\_\_  
# of Employees/Working Owners 572 # of Onsite Parking Spaces        # of Restaurant Seats 60

**PROVIDE AFTER HOURS EMERGENCY CONTACT INFO** Name: Terri Henson Phone #: 843-325-1591

Applicant's Name: Terri Henson Age 60 Phone #: 843-325-1591  
Home Address: 615 SW Anchorage Way City: Stuart ST: FL ZIP: 34994  
Email: terri-L-henson@yahoo.com Driver's License #: H525-812-58-592-0

The City of Stuart collects your social security number for one or more purposes including: reconciliation of accounts, verification of identity, credit worthiness, billing or payment requirements of third parties, tracking or processing of claims or other submissions, benefit processing, tax or other third party vendor or bank requirements and background search purposes. F.S.119.071(5) as referenced in F.S.205.0535(5)

Social Security #: 2 7 3 . 6 4 . 0 8 0 6**CORPORATIONS/PARTNERSHIPS - PROVIDE THE FOLLOWING INFORMATION**

Name: Tami L. Gordon Phone #: 727-608-6211  
Address: 615 SW Anchorage Way Fax #: \_\_\_\_\_  
City: Stuart ST: FL ZIP: 34994 Email: tamigordonguitar@yahoo.com

**CLEARLY STATE THE TYPE OF BUSINESS THAT YOU WILL ENGAGE IN:****APPLICANT**

I certify that the information contained herein is true and correct to the best of my knowledge and belief. I understand that if any portion is false or misrepresented, such fact may constitute a criminal violation of City Code Sec. 38-95 and may be just cause for immediate revocation of any Local Business Tax Receipt issued to me. Every Local Business Tax Receipt issued under the provisions of this article shall expire on September 30th of each year.

I further understand that the issuance of a Local Business Tax Receipt to conduct business in the City of Stuart is a privilege, and failure to correct conditions on the premises which are in violation of Section 1-13 of the Stuart Code of Ordinances, may be just cause for immediate revocation of any Local Business Tax Receipt issued to me. You must obtain a Martin County Business Tax Receipt upon receiving your City of Stuart Local Business Tax Receipt.

Applicant's Signature: Terri Henson Date: 12-20-2018**OFFICE USE ONLY**DATE: 4, 23, 19ZONING APPROVAL: YES ☐ NO ☐CATEGORY # 070040

ACCOUNT # \_\_\_\_\_

BACKFLOW INSPECTION: YES ☐ NO ☐1/2 yr exempt TAX \$ 52.95FIRE INSPECTION \$ 100.00GREASE TRAP \$ 35.00TOTAL DUE \$ 161.47**CITY EXHIBIT** 1+ operating w/o. \$132417471



Downtown Publix (BU# 187001)  
Existing dba: Ocean Diner  
New dba: Three Little Birds Cafe  
Lease # 1870078  
TDW/SG

**ASSIGNMENT, ASSUMPTION, CONSENT AND  
AMENDMENT OF LEASE AGREEMENT**

**THIS ASSIGNMENT, ASSUMPTION, CONSENT AND AMENDMENT OF LEASE AGREEMENT** (the "**Agreement**") is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2019, by and among **BRIXMOR/IA DOWNTOWN PUBLIX, LLC**, a Delaware limited liability company, having an address at c/o Brixmor Property Group, 450 Lexington Avenue, 13<sup>th</sup> Floor, New York, New York 10017, with a copy to: Brixmor Property Group, 1003 Holcomb Woods Parkway, Roswell, Georgia 30076 (the "**Landlord**"), and **JOHN C. PHILLIPS**, an individual resident of the State of Florida, having an address at 9161 159<sup>th</sup> Court North, Jupiter, Florida 33475, and doing business as "Ocean Diner" (the "**Tenant**"), **THREE LITTLE BIRDS CAFÉ LLC**, a Florida limited liability company, having an address at 615 SW Anchorage Way, Stuart, Florida 34994, and doing business as "Grandpa's Diner" (the "**Assignee**"), and **TAMRA LIND GORDON** and **TERRI LEE HENSON**, individual residents of the State of Florida, jointly and severally (collectively, the "**Guarantor**").

**RECITALS**

**WHEREAS**, Landlord and Tenant entered into that certain Lease Agreement, dated September 29, 2015 (the "**Lease**"), for the lease of certain retail space currently identified as Store No. 7, comprised of approximately 2,200 square feet (as sometimes referred to herein as the "**Premises**" or "**Demised Premises**"), in what is commonly referred to as the Downtown Publix Shopping Center (the "**Shopping Center**") located in the City of Stuart, State of Florida;

**WHEREAS**, the Lease Term commenced on December 29, 2015 and shall expire on December 31, 2020;

**WHEREAS**, Tenant desires to assign its interest in the Lease to Assignee, Guarantor desires to guaranty Assignee's obligations pursuant to a separate agreement, and Assignee desires to assume all of the terms and conditions of the Lease, and upon execution by Landlord of this Agreement, Landlord consents to such assignment;

**WHEREAS**, the parties hereto desire to reset and extend the term of the Lease; and

**WHEREAS**, by this Agreement, Landlord, Tenant and Assignee desire to amend the Lease in those particulars as hereinafter set forth.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Tenant and Assignee, the parties agree as follows:

**A. ASSIGNMENT OF LEASE:**

1. **EFFECTIVE DATE OF ASSIGNMENT.** Subject to Landlord's receipt of Tenant's payment of Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00), ("**Assignment Fee**"), paid pursuant to the terms of Section 4 herein, and the satisfaction of the terms set forth below, Tenant's assignment of its interest in the Lease to Assignee shall be deemed effective as of March 1, 2019, hereinafter referred to as the "**Assignment Date**". The payment of rentals to Landlord by the Assignee shall commence on the Assignment Date, and Tenant shall give

possession of the Demised Premises to Assignee on the Assignment Date.

2. **ASSIGNMENT AND ASSUMPTION.** Tenant does hereby sell, assign and transfer unto Assignee all its right, title and interest in the Lease and the Demised Premises including the Security Deposit thereunder. Assignee hereby assumes all the terms, covenants and conditions of the Lease, and covenants and agrees to fully and faithfully perform all of the obligations of Tenant under the Lease, whether arising or accruing before or after the Assignment Date. Without limiting the foregoing, Assignee specifically agrees to be bound by the provisions set forth in the Lease. Assignee however has the right to operate, in the Demised Premises, under the trade name of "Three Little Birds Cafe". Assignee's assumption contained herein shall inure to the benefit of Landlord, and Tenant's continued liability under the Lease shall inure to the benefit of Landlord.

3. **MINIMUM ANNUAL RENT.** Commencing on the Assignment Date, Assignee hereby covenants and agrees to pay to Landlord all Minimum Annual Rent as set forth in Section 11 below, without any prior demand therefor and without any offset or deduction whatsoever, in equal monthly installments on or before the first day of each month during the Lease Term, in advance, at the address provided by Landlord for the payment of Minimum Annual Rent. Notwithstanding the foregoing, the Assignee accepts responsibility for all rental obligations accruing during the term of the Lease both before and after the effective date of this Agreement including common area maintenance and tax reconciliations.

4. **ASSIGNMENT FEE.** Assignee shall submit to Landlord an initial payment of \$500.00, paid in immediately available funds, to be applied towards the Assignment Fee along with executed counterparts of this Agreement. Beginning on the May 1, 2019, Assignee shall pay monthly installments of \$250.00 towards the Assignment Fee to Landlord, along with its monthly payment of Rent, until such time as the Assignment Fee is paid in full.

5. **CONDITION OF DEMISED PREMISES.** Assignee acknowledges that it has inspected the Demised Premises and hereby agrees to accept possession and occupancy of the Demised Premises in its AS IS/WHERE IS condition with no work to be performed by Landlord.

6. **RELEASE OF LANDLORD.** Tenant hereby generally releases and discharges Landlord and all of its officers, directors, shareholders, agents, representatives, employees and attorneys, both present and past, of and from any and all claims, debts, liabilities, obligations, and causes of action of any kind or nature, whether known or unknown, based on, arising out of, or connected with, either directly or indirectly, any term, provision, matter, fact, event or occurrence related to or contained in the Lease, or to any landlord/tenant relationship between Tenant and Landlord. This general release shall be governed by the laws of the State of Florida. This general release shall bind all persons or business entities claiming any rights under or through Tenant.

7. **RELEASE OF TENANT.** Upon receipt of the Assignment Fee and Tenant's satisfaction of the terms set forth herein, Landlord hereby generally releases and discharges Tenant from any and all claims, debts, liabilities and obligations arising out of the Lease after December 31, 2020. This release shall be governed by the laws of the State of Florida. This general release shall bind all persons or business entities claiming any rights under or through Landlord.

8. **LANDLORD'S CONSENT.** Landlord hereby consents to the assignment without waiving



its rights to restrict any subsequent assignment or subletting of the Demised Premises in accordance with the terms and conditions set forth in the Lease.

9. **ADDITIONAL GUARANTOR.** As further consideration for Landlord entering into this Agreement, Guarantor shall each execute a separate Guaranty in the form attached hereto as **Exhibit "A"** simultaneously with the execution of this Agreement by Tenant and Assignee.

**B. AMENDMENT OF LEASE:** The "Assignee" under this Agreement shall be deemed to be the same as the "Tenant" in the Lease with respect to the modifications to the Lease set forth below.

10. **LEASE TERM.** As of the Assignment Date, the term set forth in the Lease shall be deemed reset and extended, for a period of five (5) years from March 1, 2019 to February 29, 2024 (hereafter the "Extended Term").

11. **MINIMUM ANNUAL RENT.** Commencing on March 1, 2019, the Minimum Annual Rent, as such term is defined in the Lease, shall be \$2,740.83 per month, from the first day of the Extended Term through to the last day of the 12<sup>th</sup> month of the Extended Term; \$2,823.33 per month, from the first day of the 13<sup>th</sup> month of the Extended Term through to the last day of the 24<sup>th</sup> month of the Extended Term; \$2,907.67 per month, from the first day of the 25<sup>th</sup> month of the Extended Term through to the last day of the 36<sup>th</sup> month of the Extended Term; \$2,995.67 per month, from the first day of the 37<sup>th</sup> month of the Extended Term through to the last day of the 48<sup>th</sup> month of the Extended Term; and \$3,085.50 per month, from the first day of the 49<sup>th</sup> month of the Extended Term through to the end of the Extended Term, all payable in advance, without offset, deduction or credit to Landlord, at the address provided by Landlord for Rent payments.

12. **SECURITY DEPOSIT.** Tenant agrees that its Security Deposit, in the amount of Three Thousand One Hundred Seventy-Three and 46/100 Dollars (\$3,173.46), currently being held by Landlord, shall be transferred to the benefit of Assignee and shall be retained by Landlord to satisfy Assignee's Security Deposit requirement under the Lease.

13. **ONE-TIME RIGHT TO ASSIGN.** The parties agree that Section 22.11, "One-Time Right to Assign", is hereby deleted in its entirety and of no further force and effect.

14. **ADDRESSES.** All notices to be given pursuant to the Lease shall be given or served in the manner set forth in the Lease at the address set forth in the first paragraph of this Agreement.

### **C. MISCELLANEOUS**

15. **EFFECTIVENESS OF LEASE.** Except as expressly provided herein, nothing in this Agreement shall be deemed to waive or modify any of the provisions of the Lease, or any amendment or addendum thereto. In the event of any conflict between the Lease, this Agreement or any other amendment or addendum thereof, the document later in time shall prevail.

16. **SUCCESSORS AND ASSIGNS.** This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties

hereto.

17. **WARRANTY OF AUTHORITY.** If Tenant or Assignee is a corporation, the person or persons executing this Agreement on behalf of each party represents, covenants and warrants to Landlord as of the date the parties execute and deliver this Agreement that the signatories signing on behalf of Tenant and Assignee have the requisite authority to bind pursuant to the bylaws or a certified copy of a resolution authorizing the same by Tenant's board of directors.

18. **NO BROKER.** As a material inducement to Landlord's consent herein, Tenant and Assignee represent and warrant that any and all brokerage commissions or finders fees in connection with this Agreement have been paid in full and that Landlord shall not be responsible for any payment of same, and Tenant and Assignee hereby agrees to indemnify and hold Landlord harmless from and against any and all loss by, or claim against, Landlord resulting from any inaccuracy in the foregoing representation and warranty.

19. **ENTIRE AGREEMENT.** There are no oral or written agreements or representations between the parties hereto affecting the Lease not contained in the Lease and any amendments thereto including, without limitation, this Agreement. The Lease, as amended, supersedes and cancels any and all previous negotiations, arrangements, representations, brochures, displays, projections, estimates, agreements, and understandings, if any, made by, to, or among Landlord, Tenant and Assignee and their respective agents and employees with respect to the subject matter thereof, and none shall be used to interpret, construe, supplement or contradict the Lease, including any and all amendments thereto. Except as specifically provided for in this Agreement any and all options to extend the term of the Lease are void and of no further force or effect. The Lease, and all amendments thereto, shall be considered to be the only agreement between the parties hereto and their representatives and agents. To be effective and binding on Landlord and Tenant, any amendment, revision, change, modification, understanding, etc. to the provisions of the Lease must be in writing and executed by both parties in the same manner as the Lease itself.

20. **CONFIDENTIALITY.** The terms and conditions contained in this Agreement shall be considered confidential, proprietary information and Tenant shall not discuss the contents with any one other than the officers and/or partners of Tenant. Breach of confidentiality shall be deemed a default under the Lease and Landlord may pursue its default rights against Tenant.

21. **COUNTERPARTS.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement. Further, the counterparts of this Agreement may be executed and delivered by facsimile or other electronic means by any of the parties to any other party, and the receiving party may rely on the receipt of such document so executed and delivered by facsimile or other electronic means as if the wet ink original had been received. Each party shall, however, execute and deliver to the other party a wet ink original counterpart for their respective records upon request.

22. **CONTINGENCIES.** This Agreement is contingent upon the following: (a) Tenant's payment to Landlord of the first installment of the Assignment Fee, as described in Section 4, within five (5) business days of the full execution of this Agreement; (b) Landlord's receipt of one (1) properly executed original counterpart of the signature page for this Agreement within five (5) business days of the full execution of this Agreement; and (c) Landlord's receipt of one (1)

Downtown Publix (BU# 187001)  
Existing dba: Ocean Diner  
New dba: Three Little Birds Cafe  
Lease # 1870078  
TDW/SG

properly executed original of each Guaranty Agreement, signed in the presence of a notary public, the forms of which are attached hereto as Exhibit A, within five (5) business days of the full execution of this Agreement. In the event that Tenant fails to deliver item (a), (b), or (c) within said five (5) day period, Landlord shall, in addition to all other rights and remedies available to it under the Lease, have the right to terminate this Agreement upon five (5) business days' notice to Tenant. However, Tenant may void Landlord's right to terminate by satisfying items (a), (b), and (c) within said five (5) day period.

**THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**



Downtown Publix (BU# 187001)  
Existing dba: Ocean Diner  
New dba: Three Little Birds Cafe  
Lease # 1870078  
TDW/SG

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the day and year first above written.

**LANDLORD WITNESSES:**

Witness: \_\_\_\_\_  
Print Name: \_\_\_\_\_

Witness: \_\_\_\_\_  
Print Name: \_\_\_\_\_

**LANDLORD:**

**BRIXMOR/IA DOWNTOWN PUBLIX, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Matthew Ryan  
Executive Vice President  
Date of Execution: \_\_\_\_\_

**TENANT WITNESSES:**

Witness: \_\_\_\_\_  
Print Name: \_\_\_\_\_

Witness: \_\_\_\_\_  
Print Name: \_\_\_\_\_

**TENANT:**

\_\_\_\_\_  
**JOHN C. PHILLIPS**

Date of Execution: \_\_\_\_\_

**ASSIGNEE WITNESSES:**

Witness: \_\_\_\_\_  
Print Name: \_\_\_\_\_

Witness: \_\_\_\_\_  
Print Name: \_\_\_\_\_

**ASSIGNEE:**

**THREE LITTLE BIRDS CAFÉ LLC,**  
a Florida limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date of Execution: \_\_\_\_\_



**EXHIBIT A**  
**PERSONAL GUARANTY NO. 1**

In order to induce **BRIXMOR/IA DOWNTOWN PUBLIX, LLC** ("Landlord") to execute the Agreement in connection with the Lease, as defined in the Agreement, by and between Landlord and **THREE LITTLE BIRDS CAFE LLC** ("Tenant"), covering certain real property designated as Store No. 7 in the Downtown Publix Shopping Center, the undersigned hereby guarantees the prompt payment by Tenant to Landlord of all rent and other charges when due under the Lease. The undersigned hereby waives notice of acceptance of this guaranty and all other notices in connection herewith or in connection with the liabilities, obligations and duties guaranteed hereby, including notices of default by Tenant under the Lease, and waives diligence, presentment and suit on the part of Landlord in the enforcement of any liability, obligation or duty guaranteed hereby.

The undersigned further agrees that Landlord shall not be first required to enforce against Tenant or any other person any liability, obligation or duty guaranteed hereby before seeking enforcement thereof against the undersigned. Suit may be brought and maintained against the undersigned by Landlord in any court in the State of Florida to enforce any liability, obligation or duty guaranteed hereby without joinder of Tenant or any other person. The liability of the undersigned shall not be affected by any indulgence, compromise, settlement or variation of terms which may be extended to Tenant by Landlord or agreed upon by Landlord and Tenant, and shall not be affected by any termination of the Lease to the extent that Tenant (or any successor to Tenant's interest) thereafter continues to be liable thereunder. Landlord and Tenant, without consent by the undersigned, may at any time or times enter into such modifications, extensions, amendments or other covenant respecting the Lease as they may deem appropriate and the undersigned shall not be released thereby, but shall continue to be fully and primarily liable for the payment and performance of all liabilities, obligations and duties of Tenant (or successor to Tenant's interest) under the Lease as so modified, extended or amended.

The liability of the undersigned hereunder shall in no way be affected by (a) the release or discharge of Tenant in any creditors, receivership, bankruptcy or other proceedings; (b) the impairment, limitation or modification of the liability of Tenant or the estate of Tenant in bankruptcy or of any remedy for the enforcement of Tenant's liability under the Lease, resulting from the operation of any present or future provisions of the Federal Bankruptcy Code or other statute or from the decision of any court; (c) the rejection or disaffirmance of the Lease in any such proceedings; (d) the assignment or transfer of the Lease by Tenant; (e) any disability or other defense of Tenant; or (f) any reorganization, merger, consolidation, combination or sale of substantially all of the assets of Tenant.

Until all the covenants and conditions of the Lease on the part of Tenant (or any successor to Tenant's interest) to be performed and observed are fully performed and observed (whether by the undersigned or by Tenant), the undersigned (a) shall have no right of subrogation against Tenant by reason of any payments or acts of performance by the undersigned in compliance with this guaranty; (b) waives any right to enforce any remedy which the undersigned now or hereafter shall have against Tenant by reason of any one or more payments or acts or performances in compliance with this guaranty; and (c) subordinates any liability or indebtedness of Tenant now or hereafter held by the undersigned to the obligations of Tenant to Landlord under the Lease.

Downtown Publix (BU# 187001)  
Existing dba: Ocean Diner  
New dba: Three Little Birds Cafe  
Lease # 1870078  
TDW/SG

This Guaranty shall be binding upon the undersigned and the heirs, executors, administrators and personal representatives of the undersigned, and shall inure to the benefit of Landlord and its successors and assigns. The undersigned hereby consents to personal jurisdiction in, and this Guaranty will in all respects be governed by and construed in accordance with the laws where, the jurisdiction where the real property described above is located.

GUARANTOR HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY AND ALL RIGHTS HE MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION (INCLUDING, BUT NOT LIMITED TO, ANY CLAIMS, CROSSCLAIMS OR THIRD-PARTY CLAIMS) ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS GUARANTY OR THE TRANSACTIONS CONTEMPLATED HEREIN.

EXECUTED effective as of the \_\_\_\_ day of \_\_\_\_\_, 2019.

**GUARANTOR WITNESS:**

**GUARANTOR:**

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

\_\_\_\_\_  
**TAMRA LIND GORDON**

Home Address: 615 SW Anchorage Way  
Stuart, FL 34994

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

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

On this \_\_\_\_ day of \_\_\_\_\_, 2019, before me personally appeared TAMI GORDON to me known and known to me to be the individual described in, and who executed the foregoing certificate, and s/he thereupon duly acknowledged to me that s/he executed the same.

\_\_\_\_\_  
**Notary Public**

[SEAL]



## **PERSONAL GUARANTY NO. 2**

In order to induce **BRIXMOR/IA DOWNTOWN PUBLIX, LLC** ("Landlord") to execute the Agreement in connection with the Lease, as defined in the Agreement, by and between Landlord and **THREE LITTLE BIRDS CAFE LLC** ("Tenant"), covering certain real property designated as Store No. 7 in the Downtown Publix Shopping Center, the undersigned hereby guarantees the prompt payment by Tenant to Landlord of all rent and other charges when due under the Lease. The undersigned hereby waives notice of acceptance of this guaranty and all other notices in connection herewith or in connection with the liabilities, obligations and duties guaranteed hereby, including notices of default by Tenant under the Lease, and waives diligence, presentment and suit on the part of Landlord in the enforcement of any liability, obligation or duty guaranteed hereby.

The undersigned further agrees that Landlord shall not be first required to enforce against Tenant or any other person any liability, obligation or duty guaranteed hereby before seeking enforcement thereof against the undersigned. Suit may be brought and maintained against the undersigned by Landlord in any court in the State of Florida to enforce any liability, obligation or duty guaranteed hereby without joinder of Tenant or any other person. The liability of the undersigned shall not be affected by any indulgence, compromise, settlement or variation of terms which may be extended to Tenant by Landlord or agreed upon by Landlord and Tenant, and shall not be affected by any termination of the Lease to the extent that Tenant (or any successor to Tenant's interest) thereafter continues to be liable thereunder. Landlord and Tenant, without consent by the undersigned, may at any time or times enter into such modifications, extensions, amendments or other covenant respecting the Lease as they may deem appropriate and the undersigned shall not be released thereby, but shall continue to be fully and primarily liable for the payment and performance of all liabilities, obligations and duties of Tenant (or successor to Tenant's interest) under the Lease as so modified, extended or amended.

The liability of the undersigned hereunder shall in no way be affected by (a) the release or discharge of Tenant in any creditors, receivership, bankruptcy or other proceedings; (b) the impairment, limitation or modification of the liability of Tenant or the estate of Tenant in bankruptcy or of any remedy for the enforcement of Tenant's liability under the Lease, resulting from the operation of any present or future provisions of the Federal Bankruptcy Code or other statute or from the decision of any court; (c) the rejection or disaffirmance of the Lease in any such proceedings; (d) the assignment or transfer of the Lease by Tenant; (e) any disability or other defense of Tenant; or (f) any reorganization, merger, consolidation, combination or sale of substantially all of the assets of Tenant.

Until all the covenants and conditions of the Lease on the part of Tenant (or any successor to Tenant's interest) to be performed and observed are fully performed and observed (whether by the undersigned or by Tenant), the undersigned (a) shall have no right of subrogation against Tenant by reason of any payments or acts of performance by the undersigned in compliance with this guaranty; (b) waives any right to enforce any remedy which the undersigned now or hereafter shall have against Tenant by reason of any one or more payments or acts or performances in compliance with this guaranty; and (c) subordinates any liability or indebtedness of Tenant now or hereafter held by the undersigned to the obligations of Tenant to Landlord under the Lease.

Downtown Publix (BU# 187001)  
Existing dba: Ocean Diner  
New dba: Three Little Birds Cafe  
Lease # 1870078  
TDW/SG

This Guaranty shall be binding upon the undersigned and the heirs, executors, administrators and personal representatives of the undersigned, and shall inure to the benefit of Landlord and its successors and assigns. The undersigned hereby consents to personal jurisdiction in, and this Guaranty will in all respects be governed by and construed in accordance with the laws where, the jurisdiction where the real property described above is located.

GUARANTOR HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY AND ALL RIGHTS HE MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION (INCLUDING, BUT NOT LIMITED TO, ANY CLAIMS, CROSSCLAIMS OR THIRD-PARTY CLAIMS) ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS GUARANTY OR THE TRANSACTIONS CONTEMPLATED HEREIN.

EXECUTED effective as of the \_\_\_\_ day of \_\_\_\_\_, 2019.

GUARANTOR WITNESS:

GUARANTOR:

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

\_\_\_\_\_  
TERRI LEE HENSON

Home Address: 615 SW Anchorage Way  
Stuart, FL 34994

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

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

On this \_\_\_\_ day of \_\_\_\_\_, 2019, before me personally appeared TERRI L. HENSON to me known and known to me to be the individual described in, and who executed the foregoing certificate, and s/he thereupon duly acknowledged to me that s/he executed the same.

\_\_\_\_\_  
Notary Public

[SEAL]



## **Detail by Entity Name**

Florida Limited Liability Company  
THREE LITTLE BIRDS CAFE LLC

### **Filing Information**

**Document Number** L18000277773  
**FEI/EIN Number** NONE  
**Date Filed** 12/03/2018  
**State** FL  
**Status** ACTIVE

### **Principal Address**

740 SOUTHEAST FEDERAL HIGHWAY  
STUART, FL 34994

### **Mailing Address**

740 SOUTHEAST FEDERAL HIGHWAY  
STUART, FL 34994

### **Registered Agent Name & Address**

HENSON, TERRI L  
740 SOUTHEAST FEDERAL HIGHWAY  
STUART, FL 34994

### **Authorized Person(s) Detail**

#### **Name & Address**

Title AMBR

HENSON, TERRI L  
615 SOUTHWEST ANCHORAGE WAY  
STUART, FL 34994

Title AMBR

GORDON, TAMI L  
615 SOUTHWEST ANCHORAGE WAY  
STUART, FL 34994

### **Annual Reports**

**No Annual Reports Filed**

### **Document Images**

[12/03/2018 -- Florida Limited Liability](#) [View image in PDF format](#)

Date of this notice: 12-05-2018

Employer Identification Number:  
83-2731594

Form: SS-4

Number of this notice: CP 575 B

THREE LITTLE BIRDS CAFE LLC  
TERRI L HENSON MBR  
615 SW ANCHORAGE WAY  
STUART, FL 34994

For assistance you may call us at:  
1-800-829-4933

IF YOU WRITE, ATTACH THE  
STUB AT THE END OF THIS NOTICE.

**WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER**

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 83-2731594. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 1065

03/15/2019

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at [www.irs.gov](http://www.irs.gov). If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.







**Florida Department of Revenue  
Reemployment Tax  
Liability Notice**

RTS-FL23R

R. 05/17

02/06/2019

THREE LITTLE BIRDS CAFE LLC  
740 SW FEDERAL HWY  
STUART FL 34994-2937

RT Account # : 3560283  
Business Partner # : 5645529  
Contract Object # : 17696231  
FEIN : 832731594  
Tax Rate : .0270  
Mailed on or Before : 02/14/2019

**Three Little Birds Cafe LLC:**

You have met the liability requirements for reemployment tax under section 443.1215(1) A, Florida Statutes, effective 01/17/2019. Your account number and current tax rate are shown above. All assigned tax rates are listed on the back of this notice. Please use the account number on all correspondence with the Department. If you did not submit a *Florida Business Tax Application* (DR-1), please complete one and return it to the Department.

Quarterly reports are due for each calendar quarter beginning with the effective date of liability. However, if you paid any wages in any quarter in the same year, but prior to your effective date, it is your responsibility to also report those wages paid.

Reports must be filed timely, whether or not wages are paid. Any quarterly reports not previously mailed to you will be mailed at this time, under separate cover, unless you are required to file electronically. Future quarterly reports will be mailed during the last month of each calendar quarter unless you are required to file electronically, or if you voluntarily file electronically for at least two consecutive quarters.

A penalty of \$25.00 will accrue for each 30 days, or fraction thereof, that a report is delinquent. Interest will be charged on any unpaid indebtedness.

You may enroll to file reports and pay taxes electronically on the Department's website: [www.floridarevenue.com](http://www.floridarevenue.com)

This letter is your official notice and becomes final within 20 calendar days of the "Mailed on or Before" date shown above. If you disagree and wish to protest, you must do so in writing, explaining your reason for disagreement. Your protest must be postmarked before the date this letter becomes final.

If you have questions, contact Taxpayer Services at 850-488-6800, Monday through Friday, excluding holidays. For forms, visit the Department's website: [www.floridarevenue.com](http://www.floridarevenue.com)

Please send written correspondence to:  
Account Management  
Florida Department of Revenue  
P.O. Box 6510  
Tallahassee, FL 32314-6510

DR-600



**STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**DIVISION OF HOTELS AND RESTAURANTS  
2601 BLAIR STONE ROAD  
TALLAHASSEE FL 32399-1011**

**850-487-1395**

**THREE LITTLE BIRDS CAFE LLC  
THREE LITTLE BIRDS CAFE  
740 SW FEDERAL HWY  
STUART FL 34994**

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto [www.myfloridalicense.com](http://www.myfloridalicense.com). There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



**STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND  
PROFESSIONAL REGULATION**

**SEA5301809**

**ISSUED: 03/05/2019**

**SEATING FOOD SERVICE (2010)  
THREE LITTLE BIRDS CAFE LLC  
THREE LITTLE BIRDS CAFE**

**IS LICENSED under the provisions of Ch. 509 FS.  
Expiration date : DEC 1, 2019 L1903050000173**

**DETACH HERE**

**RON DESANTIS, GOVERNOR**

**HALSEY BESHEARS, SECRETARY**

**STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
DIVISION OF HOTELS AND RESTAURANTS**

| LICENSE NUMBER |                   |
|----------------|-------------------|
| SEA5301809     | NBR. OF SEATS: 60 |

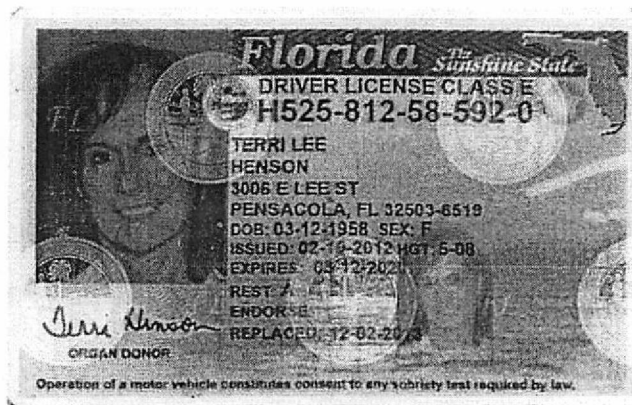
**The SEATING FOOD SERVICE (2010)  
Named below IS LICENSED  
Under the provisions of Chapter 509 FS.  
Expiration date: DEC 1, 2019**



**NON-  
TRANSFERABLE**

**THREE LITTLE BIRDS CAFE LLC  
THREE LITTLE BIRDS CAFE  
740 SW FEDERAL HWY  
STUART FL 34994**









# City of Stuart

Edith Rodriguez | Certified Business Tax Official  
121 SW Flagler Ave. Stuart Fl. 34994  
Phone: 772.288.5319

## • Sec. 38-95. - Required.

No person shall engage in any trade, business, profession or occupation within the city without a local business tax receipt. Applications for a receipt shall be made on forms provided by the city. A complete application shall include the number of fulltime and part-time employees who will work at the licensed premises at the time the application is filed with the city development department.

(Code 1981, § 10-3; Code 1995, § 74-58; Ord. No. 1677, § 1, 5-24-1999)

**State Law reference—** Authority to require receipt, F.S. § 205.042.

## • Sec. 38-59. - Delinquencies and penalties.

(a) Any local business tax receipts not renewed when due and payable shall be considered delinquent and subject to a delinquency penalty of ten percent for the month of October, plus an additional five percent penalty for each month of delinquency thereafter until paid; provided that the total delinquency shall not exceed 25 percent of the tax for the delinquent establishment.

(b) Any person engaging in or managing any business, occupation or profession without first obtaining a local business tax receipt, if required hereunder, shall be subject to a penalty of 25 percent of the tax determined to be due, in addition to any other penalty provided by law or ordinance.

(c) Any person who engages in any business, occupation, or profession covered by this article who does not pay the required local business tax within 150 days after the initial notice of tax due, and who does not obtain the required receipt is subject to civil actions and penalties, including court costs, reasonable attorneys' fees, additional administrative costs incurred as a result of collection efforts, and a penalty of up to \$250.00.

(d) Payment of the local business tax shall be deemed to have occurred on the date of mailing, if mailed, or on the date payment is tendered to the department of administrative services, if delivered.

(e) Any person who engages in any business, occupation, or profession covered by this article who does not obtain a local business tax receipt as required by this article shall be guilty of a municipal code violation and subject to the sanctions imposed by the code enforcement board.

(Code 1981, § 10-12; Code 1995, § 74-67; Ord. No. 1677, § 1, 5-24-1999)

**State Law reference—** Similar provisions, F.S. § 205.053.

## • Sec. 38-64. - Individual professionals to pay fee.

Whenever in this article a local business tax is provided for architects, auctioneers, auditors, accountants, dentists, draftsmen, civil engineers, lawyers, osteopaths, chiropractors, chiropodists, physicians or surgeons, or other similar professions, such provision shall be construed to require that each individual shall pay the tax herein provided, whether practicing by himself or in partnership or employed by another.

(Code 1981, § 10-17; Code 1995, § 74-72; Ord. No. 2341-2017, § 1, 12-11-2017)

CITY EXHIBIT 2





TEL: 772.288.5319  
FAX: 772.600.1280

## LOCAL BUSINESS TAX RECEIPT REQUIREMENTS

**A Business Tax Receipt will NOT be issued without the following pertinent documentation:**

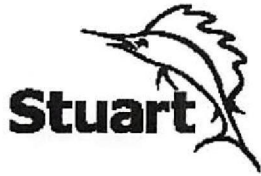
- ☐ Completed application/Payment \_\_\_ Applicant **MUST BE** Registered Agent/Officer/Director etc.
- ☐ Copy of the page of your Lease that contains the lesser, the lessee **AND** the address of business location along with the signature page, **or** letter from your landlord/property manager
- ☐ Copy of Articles of Incorporation (All Non-Florida Corporations must be registered in Florida)
- ☐ Copy of your State of Florida Registered Fictitious Name (**DBA**)
- ☐ Verification of Florida Sales Tax Number for Martin County **documented** with the correct address
- ☐ Federal ID Number **documented** with the correct business name/corporate name **or** provide your Social Security Number
- ☐ Copy of Identification with your date of birth (*Driver's License, Passport, or State ID*)
- ☐ Retail Merchants (ONLY) must submit an Affidavit of Inventory showing the average cost of goods carried
- ☐ Copy of State License / Registration or any Inspection Reports required for your business:
  - ☐ Copy of your Department of Business and Professional Regulation License - Doctor, Attorney, Architect, Contractor, Broker, Cosmetologist, etc. (*All Licensed Professionals*)
  - ☐ Copy of Health Department Certificate (Biomedical Waste, Bars/Lounges etc. )
  - ☐ Copy of approval from the Department of Agriculture or Division of Hotels and Restaurants.
  - ☐ Contractors must provide a copy of Contractor's License
  - ☐ Copy of your Liability Insurance, Vehicle Inspection and Driving Record for *Taxi, Limo, etc.*
  - ☐ A signed copy of the Sound Ordinance 2315-2015, if the business has amplified sound.
  - ☐ A signed copy of the Pain Management Affidavit, if it applies to your business.

**Have you completed the following:**

- ☐ Obtained Zoning Approval from City of Stuart Development (*Is your new location approved for the type of business you are opening*)
- ☐ Alarm User/Installation Application (*If you have installed an alarm, you must obtain an alarm decal from the Development Permitting Department*)

(Continued)

CITY EXHIBIT 3



**CITY OF STUART  
CODE ENFORCEMENT**

830 SE MARTIN LUTHER KING, JR. BLVD  
STUART, FL 34994-2139

**NOTICE OF VIOLATION**

**Jul 29, 2019**

**CENTRO NP DOWNTOWN PUBLIX LLC  
PO BOX 4900  
SCOTTSDALE, AZ 85261-4900**

**Case #: CE19070056**

You are hereby notified that the following violation(s) of the Code of Ordinances and/or the Land Development Regulations of the City of Stuart exists on the property listed:

**ADDRESS: 740 SW FEDERAL HWY  
PARCEL ID #: 0538410000000034020000**

**OBSERVATION DATE: 07/29/19  
CORRECTION DATE: 08/15/2019**

**VIOLATION(S) 38-59  
AND DELINQUENT BUSINESS TAX RECEIPT  
CORRECTIVE Correction: 38-59**

**ACTIONS: ANY PERSON WHO ENGAGES IN ANY BUSINESS, OCCUPATION, OR  
PROFESSION WHO DOES NOT OBTAIN OR RENEW A LOCAL BUSINESS TAX  
RECEIPT IS SUBJECT TO CIVIL ACTIONS AND PENALTIES INCLUDING  
COURT COSTS.**

**NOTICE OF HEARING SUMMONS**

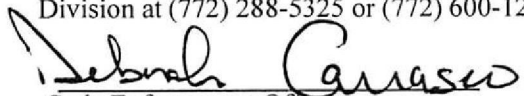
Failure to correct the violation(s) by the above date will result in a presentation of this matter at a hearing before the Code Enforcement Magistrate on **09/17/2019 at 1:00PM** in the City of Stuart Commission Chambers located at 121 SW Flagler Avenue, Stuart, Florida. The violation charged is a civil infraction and subjects you to a maximum civil penalty of up to \$250 per offense, per day, for repeat violations.

The Code Enforcement Magistrate will receive testimony and evidence at said Hearing and make Findings of Fact, as supported by the testimony and evidence pertaining to matters alleged in the Notice of Violation. You are entitled to present evidence and witnesses at the Hearing.

FAILURE to appear will result in the Magistrate proceeding in your absence. All fines constitute liens against the Real and Personal Property of the Respondent. Please govern yourself accordingly

**An administrative fee of \$300.00 will be assessed if you should fail to comply by the correction date above.**

Should you require additional information regarding this notice, please contact the Code Enforcement Division at (772) 288-5325 or (772) 600-1254.

  
Code Enforcement Officer  
Chalimar Gregory / Vito Lorenzo / Deborah Carrasco

**7018 0680 0001 8397 6947**  
Certified Mail #

**CITY EXHIBIT**

**4**



7018 0680 0001 8397 6862

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|                                                              |    |
|--------------------------------------------------------------|----|
| Certified Mail Fee                                           |    |
| Extra Services & Fees (check box, add fee as appropriate)    |    |
| <input type="checkbox"/> Return Receipt (hardcopy)           | \$ |
| <input type="checkbox"/> Return Receipt (electronic)         | \$ |
| <input type="checkbox"/> Certified Mail Restricted Delivery  | \$ |
| <input type="checkbox"/> Adult Signature Required            | \$ |
| <input type="checkbox"/> Adult Signature Restricted Delivery | \$ |
| Postage                                                      |    |
| Total Postage and Fees                                       |    |

Postmark Here  
 7/29/19

Sent To Henson Terri  
 Street and Apt. No., or PO Box No. 140 St. Fed  
 City, State, ZIP+4® Strat

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7018 0680 0001 8397 6954

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For delivery information, visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

|                                                              |    |
|--------------------------------------------------------------|----|
| Certified Mail Fee                                           |    |
| Extra Services & Fees (check box, add fee as appropriate)    |    |
| <input type="checkbox"/> Return Receipt (hardcopy)           | \$ |
| <input type="checkbox"/> Return Receipt (electronic)         | \$ |
| <input type="checkbox"/> Certified Mail Restricted Delivery  | \$ |
| <input type="checkbox"/> Adult Signature Required            | \$ |
| <input type="checkbox"/> Adult Signature Restricted Delivery | \$ |
| Postage                                                      |    |
| Total Postage and Fees                                       |    |

Postmark Here  
 7/29/19

Sent To Three Little Buds  
 Street and Apt. No., or PO Box No. 140 SW Fed.  
 City, State, ZIP+4®

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7018 0680 0001 8397 6947

**U.S. Postal Service™**  
**CERTIFIED MAIL® RECEIPT**  
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For delivery information, visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

|                                                              |    |
|--------------------------------------------------------------|----|
| Certified Mail Fee                                           |    |
| Extra Services & Fees (check box, add fee as appropriate)    |    |
| <input type="checkbox"/> Return Receipt (hardcopy)           | \$ |
| <input type="checkbox"/> Return Receipt (electronic)         | \$ |
| <input type="checkbox"/> Certified Mail Restricted Delivery  | \$ |
| <input type="checkbox"/> Adult Signature Required            | \$ |
| <input type="checkbox"/> Adult Signature Restricted Delivery | \$ |
| Postage                                                      |    |
| Total Postage and Fees                                       |    |

Postmark Here  
 7/29/19

Sent To Centro NP Downtown Public  
 Street and Apt. No., or PO Box No. Scottsdale AZ  
 City, State, ZIP+4®

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

Florida Department of State

DIVISION OF CORPORATIONS



| SENDER: COMPLETE THIS SECTION                                                                                                                                                                                                                                      | COMPLETE THIS SECTION ON DELIVERY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> <li>Complete items 1, 2, and 3.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul> | <p>A. Signature<br/>X <i>Christy Benson</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) C. Date of Delivery</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes<br/>If YES, enter delivery address below: <input type="checkbox"/> No</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <p>1. Article Addressed to:<br/><i>Three Little Birds Cafe<br/>740 SW Federal Hwy<br/>Stuart FL 34994</i></p>                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <p>2. Article Number (Transfer from service label)<br/><i>7018 0680 0001 8397 6954</i></p>                                                                                                                                                                         | <p>3. Service Type<br/> <input type="checkbox"/> Adult Signature<br/> <input type="checkbox"/> Adult Signature Restricted Delivery<br/> <input type="checkbox"/> Certified Mail®<br/> <input type="checkbox"/> Certified Mail Restricted Delivery<br/> <input type="checkbox"/> Collect on Delivery<br/> <input type="checkbox"/> Collect on Delivery Restricted Delivery<br/> <input type="checkbox"/> Insured Mail<br/> <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)<br/> <input type="checkbox"/> Priority Mail Express®<br/> <input type="checkbox"/> Registered Mail™<br/> <input type="checkbox"/> Registered Mail Restricted Delivery<br/> <input type="checkbox"/> Return Receipt for Merchandise<br/> <input type="checkbox"/> Signature Confirmation™<br/> <input type="checkbox"/> Signature Confirmation Restricted Delivery         </p> |
| <p>PS Form 3811, July 2015 PSN 7530-02-000-9053</p>                                                                                                                                                                                                                | <p>Domestic Return Receipt</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |

| SENDER: COMPLETE THIS SECTION                                                                                                                                                                                                                                      | COMPLETE THIS SECTION ON DELIVERY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> <li>Complete items 1, 2, and 3.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul> | <p>A. Signature<br/>X <i>[Signature]</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) C. Date of Delivery<br/><i>[Signature]</i> <i>8/5/19</i></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes<br/>If YES, enter delivery address below: <input type="checkbox"/> No</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <p>1. Article Addressed to:<br/><i>Centro NA Downtown Public HC<br/>P.O. Box 4900<br/>Scottsdale, AZ 85264</i></p>                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <p>2. Article Number (Transfer from service label)<br/><i>7018 0680 0001 8397 6947</i></p>                                                                                                                                                                         | <p>3. Service Type<br/> <input type="checkbox"/> Adult Signature<br/> <input type="checkbox"/> Adult Signature Restricted Delivery<br/> <input type="checkbox"/> Certified Mail®<br/> <input type="checkbox"/> Certified Mail Restricted Delivery<br/> <input type="checkbox"/> Collect on Delivery<br/> <input type="checkbox"/> Collect on Delivery Restricted Delivery<br/> <input type="checkbox"/> Insured Mail<br/> <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)<br/> <input type="checkbox"/> Priority Mail Express®<br/> <input type="checkbox"/> Registered Mail™<br/> <input type="checkbox"/> Registered Mail Restricted Delivery<br/> <input type="checkbox"/> Return Receipt for Merchandise<br/> <input type="checkbox"/> Signature Confirmation™<br/> <input type="checkbox"/> Signature Confirmation Restricted Delivery         </p> |
| <p>PS Form 3811, July 2015 PSN 7530-02-000-9053</p>                                                                                                                                                                                                                | <p>Domestic Return Receipt</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |

CITY EXHIBIT 6



**CITY OF STUART, FLORIDA  
CODE ENFORCEMENT MAGISTRATE**

Case: **CE19070056**

Officer ID No: & Name: **246-Deborah Carrasco**

CITY OF STUART, FLORIDA,  
Petitioner,

v.

**Centro NP Downtown Publix LLC  
PO Box 4900  
Scottsdale, AZ 85261-4900**

Respondent(s).

**RE-NOTICE OF MAGISTRATE HEARING**

Please take notice that on **Tuesday** the **22nd** day of **OCT.**, at **1:00 PM**, the City will bring on to be heard the Code Enforcement Case **CE19070056**. Please govern yourself accordingly.

I HEREBY CERTIFY that a true copy of this Notice of Hearing was served upon the Respondent by Certified Mail on this **16<sup>th</sup>** day of September 16, 2019.



Deborah Carrasco  
830 SE Martin Luther King Jr. Blvd  
Stuart, FL 34994  
(772) 288-5325  
(772) 600-1211 (FAX)

**CITY EXHIBIT** 7



7018 0680 0001 8397 7005

| U.S. Postal Service™<br>CERTIFIED MAIL® RECEIPT<br><i>Domestic Mail Only</i>                    |                                 |
|-------------------------------------------------------------------------------------------------|---------------------------------|
| For delivery information, visit our website at <a href="http://www.usps.com">www.usps.com</a> ® |                                 |
| OFFICIAL USE                                                                                    |                                 |
| Certified Mail Fee<br>\$                                                                        | Postmark<br>Here<br><br>9/16/15 |
| Extra Services & Fees (check box, add fee as appropriate)                                       |                                 |
| <input type="checkbox"/> Return Receipt (hardcopy) \$                                           |                                 |
| <input type="checkbox"/> Return Receipt (electronic) \$                                         |                                 |
| <input type="checkbox"/> Certified Mail Restricted Delivery \$                                  |                                 |
| <input type="checkbox"/> Adult Signature Required \$                                            |                                 |
| <input type="checkbox"/> Adult Signature Restricted Delivery \$                                 |                                 |
| Postage<br>\$                                                                                   |                                 |
| Total Postage and Fees<br>\$                                                                    |                                 |
| Sent To <u>Centro</u>                                                                           |                                 |
| Street and Apt. No., or PO Box No.                                                              |                                 |
| City, State, ZIP+4®                                                                             |                                 |
| PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions                      |                                 |

# USPS Tracking®

[FAQs >](#)[Track Another Package +](#)**Tracking Number:** 70180680000183977005[Remove X](#)

Your item was delivered at 8:14 am on September 20, 2019 in SCOTTSDALE, AZ 85261.

## Delivered

September 20, 2019 at 8:14 am  
Delivered  
SCOTTSDALE, AZ 85261

[Feedback](#)[Get Updates](#) 

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[Tracking History](#)

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[See Less](#) **CITY EXHIBIT**9

## Can't find what you're looking for?

CITY EXHIBIT