



City of Stuart

A G E N D A
LOCAL PLANNING AGENCY / PLANNING ADVISORY BOARD
TO BE HELD DECEMBER 9, 2021
AT 5:30 PM
121 SW FLAGLER AVENUE, STUART FL 34994
121 S.W. FLAGLER AVE. STUART, FLORIDA 34994

LOCAL PLANNING AGENCY

Chair - Kelly Laurine
Vice Chair - Margaret Bromfield
Board Member - Larry Massing
Board Member - Bill Mathers
Board Member - Campbell Rich
Board Member - Ryan Strom
Board Member - Jackie Vitale
Ex Officio Board Member - Kimberly Everman

ADMINISTRATIVE

Development Director, Kev Freeman
Board Secretary, Jordan Pinkston

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 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.

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS (3 Minutes Max.)

COMMENTS FROM THE BOARD MEMBERS

ACTION ITEMS

1. CPUD AMENDMENT TO INCORPORATE AUTOMOTIVE REPAIR AS AN ALLOWED USE (RC) (QUASI-JUDICIAL):

ORDINANCE 2475-2021; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AMENDING THE CENTURY PLAZA COMMERCIAL PLANNED UNIT DEVELOPMENT (CPUD) LOCATED ON THE WEST SIDE OF U.S. HIGHWAY ONE NORTH OF ITS INTERSECTION WITH CENTRAL PARKWAY TO ALLOW AUTOMOBILE REPAIR SERVICES, MAJOR, ON PARCELS 2 THROUGH 5 OF THE CPUD; PROVIDING FOR CERTAIN DEVELOPMENT DOCUMENTS AND CONDITIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

2. AMENDMENT TO THE LAND DEVELOPMENT CODE TO INCORPORATE TREE REMOVAL PENALTIES (RC)

ORDINANCE No. 2478-2021; AN ORDINANCE OF THE CITY OF STUART, FLORIDA, AMENDING THE EXISTING SECTION OF CHAPTER V RESOURCE PROTECTION STANDARDS OF THE CITY'S LAND DEVELOPMENT CODE, ESTABLISHING "PENALTIES FOR VIOLATIONS" FOR THE REMOVAL OF TREES IN VIOLATION OF THE CODE; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR CODIFICATION; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.(RC)

STAFF UPDATE

ADJOURNMENT

CITY OF STUART, FLORIDA AGENDA ITEM REQUEST Local Planning Agency

Meeting Date: 12/9/2021

Prepared by: Erin Wohlitka

Title of Item:

CPUD AMENDMENT TO INCORPORATE AUTOMOTIVE REPAIR AS AN ALLOWED USE (RC)(QUASI-JUDICIAL):

ORDINANCE 2475-2021; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AMENDING THE CENTURY PLAZA COMMERCIAL PLANNED UNIT DEVELOPMENT (CPUD) LOCATED ON THE WEST SIDE OF U.S. HIGHWAY ONE NORTH OF ITS INTERSECTION WITH CENTRAL PARKWAY TO ALLOW AUTOMOBILE REPAIR SERVICES, MAJOR, ON PARCELS 2 THROUGH 5 OF THE CPUD; PROVIDING FOR CERTAIN DEVELOPMENT DOCUMENTS AND CONDITIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

Project History:

On October 22, 1990, the City Commission of the City of Stuart adopted Ordinance Number 1190, thereby approving a CPUD zoning classification, timetable for development, project plans, and authorized a CPUD Agreement and Conditions for the Century Plaza PUD project. Within Exhibit "F", Special Conditions, of the adopted Ordinance 1190, Condition #6 states, "The structures to be built in Phases I, II and III shall be utilized for professional office use. Office use shall include and incorporate by reference the definition within the Code of Laws and Ordinances of the City of Stuart, Florida, regarding professional office use. In addition, banks, financial services, corporate headquarters and consulting services of a non-commercial nature. If the City determines a business services use is incompatible, it reserves the right to review said use. Developer may request permission for mixed use including up to 25 percent residential and/or 25 percent retail. Any such request shall be by amendment to the Planned Unit Development Agreement which shall be considered a minor amendment.

On March 30, 1998, the City Commission of the City of Stuart adopted Ordinance Number 1632-98, thereby approving an amendment to the Century Plaza Commercial Planned Unit Development to provide for the construction of Suburban Lodge, approving development documents and plans, and establishing general development restrictions and conditions. The Ordinance states that the first phase (Parcel 6: motel site, access tract, preserve tract) of the project is to be a motel use. The second (Parcel 1) and third (Parcels 2,3,4,5) phases will be developed in the future subject to an amendment to this CPUD. The ordinance provides within the conditions (c) that a master association will be formed to provide for the maintenance of the common areas including the landscaping along the entrance drive, retention pond, and native preserve area. The restrictions further state that the motel units shall not be converted into any other kind of accommodations including but not limited to a boarding house, rooming house, apartment house or adult congregate facility. According to this ordinance, the timetable of development incorporated into the original PUD expired and the owner did not intend to develop the property in accordance with the original PUD; therefore, the original PUD was amended and restated in its entirety by a new PUD Agreement whereby Condition 34 of Exhibit "D" states, "within the PUD the following uses shall be allowed: (a) Sites 1, 2, 3, 4, and 5: retail and retail service establishments, business and professional offices including real estate and insurance agencies, financial institutions, banks, restaurants with liquor service, drive-in restaurants, barber/beauty shops, hotel/motel, multifamily or residential units combined with non-residential uses, art galleries, travel agencies, laundry/dry cleaning facilities or other similar store front uses, schools, child care centers, nursery or preschool, kindergartens, other child care or education facilities, medical facilities and clinics, clubs, lodges and fraternal organizations, bakeries, veterinarian/animal clinic, recreational facilities such as, bowling, skating, miniature golf, etc., health/spa club, printing shops, research facilities, ACLF, congregate living facilities, or nursing home facilities. (b) Site 6: Suburban lodge facility consisting of a 126-room hotel/motel facility, including extended stay facilities and related amenities."

On November 24, 2003, the City Commission of the City of Stuart adopted Ordinance 1958-03, approving an amendment to the Century Plaza Commercial Planned Unit Development on Parcels 2 through 5 (1.77 acres) of the PUD Agreement for a final site plan to construct an 11,997-square-foot building and related parking with landscaping. The timetable of Development for Phase 3 (Parcels 2 through 5) expired, and the Owner desired to extend the dates for commencing and completing construction, and by way of this Amendment, obtain Final Development Plan approval of Phase 3 by the City; therefore, the Fourth Amendment to the Century Plaza PUD was included as an exhibit to this Ordinance. This Amendment to the PUD Agreement was not a full restatement like the prior amendments; however, amended the timetable of development, and stated specifically that all the terms and conditions of the Restated PUD Agreement (via Ordinance Number 1632-98) shall remain in full force and effect as stated therein.

On June 28, 2004, the City Commission of the City of Stuart adopted Ordinance 1986-04, approving plans and documents for a 3,580-square-foot bank on "Parcel 1" of the Century Plaza Commercial Planned Unit Development. This Ordinance provides an exhibit for the First Amendment to the Third Amendment and Restatement of Century Plaza Planned Unit Development Zoning Agreement to allow the development and conditions associated with Parcel 1 of the Century Plaza PUD for a branch of Colonial Bank.

Project Information:

On October 3, 2021, the Application was submitted to the City for an amendment to the Century Plaza CPUD to allow the use of Automobile Repair Services, Major, at the existing building located at 1890 SE Federal Highway. This building had previously been occupied by the Goodwill Stuart Store & Donation Center

The subject site has a zoning district of Commercial Planned Unit Development (C) and a Future Land Use Designation of Commercial (C) and is located on the south side of the SE Federal Highway corridor, approximately one-tenth of a mile north of the intersection of SE Federal Highway and SE Central Parkway. Other buildings located within the CPUD are the Suburban Lodge Extended Stay Hotel (located in the rear of the development) and the former BB&T bank. The subject property is surrounded by industrial, general commercial, and multifamily uses.

North of the Subject Property – Zoning and Future Land Use is Industrial, and occupants include auto repair, marine supply, and car wash services.

Southeast of the Subject Property – Zoning and Future Land Use designations are Commercial, and occupants include multi-tenant retail, auto parts, outdoor building supply, and car rental.

Southwest of the Subject Property – Zoning designation is R-3, Multifamily / Office, and Future Land Use designation is Institutional, and the occupants are the residents of Towne Park Condominiums.

The Applicant is proposing minor modifications to the site and existing building to allow for the, Major, use, including the use of roll up garage doors on the south elevation, the addition of spandrel windows on the south elevation, the addition of a 6-foot-tall privacy galvanized chain link fence with black PVC privacy slats along the west property line and a small portion of the south property line, the addition of a double entry/exit gate to match the fence to enter the western parking area, and a new rolling sliding entry/exit gate to match the fence to the south of the existing porch-cochere. To allow the new roll up garage doors along the south elevation, a total of seven (7) sweet vibranium bushes and eleven (11) dwarf yaupon bushes are proposed for relocation elsewhere on the site within Parcel 2 of the PUD

The Applicant has provided parking calculations per the City's LDC on the attached site plan and has stated that 55 parking spaces are required, and 59 spaces are provided, thereby meeting the City's parking requirements. A bicycle rack exists along the south elevation and is proposed to remain.

A Traffic Statement was submitted to the City that states the proposed use generates an increase of 8 AM peak hour trips and a decrease of 16 PM peak hour trips from when the site was operating as the Goodwill Stuart Store & Donation Center. As such, the proposed project represents a slight increase over the former use of the property in the AM peak hour and a reduction in the PM peak hour. Even assuming all the trips are new, the total project impact of 23 AM peak hour trips and 25 PM peak hour trips are de-minimis on the roadway network per the analysis within the report.

Staff Analysis:

According to Section 11.01.10(B)(1)(b.) of the City's Land Development Code, the Applicant's request to revise the list of proposed uses for the Century Plaza PUD must be processed as a Major Planned Unit Development Amendment. Furthermore, Section 11.01.10(A) of the City's LDC states, "Any minor amendment to a previously adopted planned unit development zoning ordinance including conditions, agreements... shall be processed as if the proposed amendment is a new rezoning application..."

The Application submitted included a signature by the contract purchaser, Collision Craft, Inc., and a letter of support from the Property Owners Association, stating that, "At a special meeting of the Board of Directors of the Association (the "Board"), duly noticed and with a quorum in attendance, the Board voted unanimously in favor of the Association granting its consent to the application to amend the PUD, based, in part, on a super majority of the shareholders/members of the Association having indicated they were in favor of supporting and joining in, as may be required by the City of Stuart, the application to amend the PUD as referenced above." (See Exhibit B.5) It should be noted that not all owners within the Century Plaza PUD provided signatures for this Application, as required within Section 11.01.11.(C) of the City of Stuart Land Development Code. Specifically, this code subsection states,

"... A completed application shall be signed by all owners, or their agent, of the property subject to the proposal, and notarized. Signatures by other parties will be accepted only with notarized proof of authorization by the owners. In a case of corporate ownership, the authorized signature shall be accompanied by a notation of the signer's office in the corporation and embossed with the corporate seal. A concept plan may be submitted as an option to a site plan; however, the applicant will be required to submit a site plan for approval by the city commission prior to submitting an application for a development permit."

Therefore, staff questions the validity of the application to be filed on behalf of the Planned Unit Development; however, as the Property Owners Association has voted in favor of and supports the application, the City Attorney has deemed this request should be heard in front of the City Commission.

According to Section 2.02.02, *Table 2: Land Uses*, of the Land Development Code (LDC) of the City of Stuart, Automobile Repair Services, Major and Minor, are allowed within Commercial Planned Unit Development zoning districts through the City Commission Public Hearing Process. Additionally, pursuant to Section 2.06.05(C) of the City's LDC, garages and repair shops must provide room for all repair and servicing inside an enclosed building.

Staff has analyzed the uses surrounding the PUD and, more specifically, the building proposed for modifications to allow an automobile repair shop. As City Code allows this use within CPUDs through the public hearing process, and other repair shops, and both commercial and industrial uses about this property, it is of the opinion of City staff that this use is compatible with the area, provided the Applicant follow all City codes in regard to noise, odor, lighting, and the requirement to operate all business activities within a fully enclosed building.

In formulating the Local Planning Agency's recommendation to the city commission, the advisory board shall consider the following criteria, if applicable:

- a. The existing land use pattern;
- b. The possible creation of an isolated district unrelated to adjacent and nearby districts;
- c. The population density pattern of the area and possible increase or overtaxing of the load on public facilities such as schools, utilities and streets;
- d. The possible overloading of the city's sewage collection, treatment and disposal facilities;
- e. The possible overloading of the city's drainage system;
- f. The existing district boundaries in relation to existing conditions on the subject property;
- g. The existence of changed or changing conditions which make the passage of the proposed use necessary or appropriate;
- h. The impact of the proposed use upon living conditions in the adjacent neighborhood;
- i. The impact of the use upon the flow of light and air to adjacent areas;
- j. The impact of the proposed use upon property values in the adjacent area;
- k. The impact of the proposed use upon improvement or development of adjacent property in accordance with existing regulations; and
- l. The existence of other adequate sites in the city for the proposed use in districts already

permitting such use.

Funding Source:

N/A.

Recommended Action:

Staff recommends the board consider the Application either:

- (a) In compliance;
- (b) In compliance with conditions of approval;
- (c) Not in compliance.

ATTACHMENTS:

Description	Upload Date	Type
▢ A. Ordinance 2475-2021	11/25/2021	DRAFT ORDINANCE
▢ B. Staff Report	11/25/2021	Staff Report
▢ C.1 Application	11/25/2021	Backup Material
▢ C.2 Site Plan	11/25/2021	Exhibit
▢ C.3 Color Elevations	11/25/2021	Exhibit
▢ C.4 Architectural Elevations	11/25/2021	Exhibit
▢ C.5 Architectural Elevations	11/25/2021	Exhibit
▢ C.6 Amendment to Century Plaza PUD	11/29/2021	Exhibit
▢ D.1 Ord 1986-04 Century Plaza PUD Amendment	11/29/2021	Backup Material
▢ D.2 Ord 1958-03 Century Plaza PUD Amendment	11/29/2021	Backup Material
▢ D.3 Ord 1632-98 Century Plaza PUD Amendment	11/29/2021	Backup Material
▢ D.4 Ord 1190-90 Century Plaza PUD	11/29/2021	Backup Material
▢ D.5 Objection Letter	11/29/2021	Backup Material
▢ D.6 Letter of Support	11/29/2021	Backup Material



**BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA**

ORDINANCE NUMBER 2475-2021

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AMENDING THE CENTURY PLAZA COMMERCIAL PLANNED UNIT DEVELOPMENT (CPUD) LOCATED ON THE WEST SIDE OF U.S. HIGHWAY ONE NORTH OF ITS INTERSECTION WITH CENTRAL PARKWAY TO ALLOW AUTOMOBILE REPAIR SERVICES, MAJOR, ON PARCELS 2 THROUGH 5 OF THE CPUD; PROVIDING FOR CERTAIN DEVELOPMENT DOCUMENTS AND CONDITIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, on October 22, 1990, the City Commission of the City of Stuart adopted Ordinance Number 1190, thereby approving a CPUD zoning classification, timetable for development, project plans, and authorized a CPUD Agreement and Conditions for the Century Plaza PUD project, that included permitted uses and other conditions of development; and

WHEREAS, on March 30, 1998, the City Commission of the City of Stuart adopted Ordinance Number 1632-98, thereby approving an amendment to the Century Plaza Commercial Planned Unit Development to provide for the construction of Suburban Lodge Motel, approving development documents and plans, and establishing general development restrictions and conditions; and

WHEREAS, on November 24, 2003, the City Commission of the City of Stuart adopted Ordinance 1953-03, approving an amendment to the Century Plaza Commercial Planned Unit Development on Parcels 2 through 5 (1.77 acres) of the PUD Agreement for final site plan to construct an 11,997-square-foot building and related parking with landscaping; and

WHEREAS, on June 28, 2004, the City Commission of the City of Stuart adopted Ordinance 1986-04, approving plans and documents for a 3,580-square-foot bank on “Parcel 1” of the Century Plaza Commercial Planned Unit Development; and

WHEREAS, on October 3, 2021, an Application was submitted to the City for an amendment to the Century Plaza Commercial Planned Unit Development to allow the use of Automobile Repair Services, Major, within the existing building located on Parcels 2 through 5, of the development; and

WHEREAS, the Local Planning Agency board held a properly noticed hearing at a regularly scheduled meeting to consider the applicant’s request for a change in the list of permitted uses or the Commercial Planned Unit development; and

WHEREAS, on January 10, 2022, the City Commission held a properly noticed hearing at a regularly scheduled City Commission to consider the Petitioner’s voluntary request approve a Major Amendment to the Century Plaza Commercial Planned Unit Development to allow Automobile Repair Services, Major, on Parcels 2-5 of the CPUD, and has also considered the recommendation of the City staff; and

WHEREAS, at the hearing the applicant showed by substantial competent evidence that the application does not create any detrimental effects on adjacent land uses; and

WHEREAS, the owners have committed to the City that its development will comply with all development codes, plans, standards and conditions approved by the City Commission;

and that it will bind its successors in title to any such commitments made upon this ordinance;
and

WHEREAS, at the hearing the applicant showed by substantial competent evidence that the application is consistent with the Stuart Comprehensive Plan, and the Land Development Code of the City, and with the procedural requirements of law; and

WHEREAS, the Automobile Repair Services, Major, use will be in harmony with surrounding properties and their anticipated development; and

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

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA THAT:

SECTION 1: The foregoing recitals are true and adopted as findings of fact and conclusions of law.

SECTION 2: The legal description of the property is set forth in **Exhibit ‘A’** attached hereto and made a part hereof by reference. A Map depicting the Property is attached hereto as **Exhibit ‘B’** and made a part hereof by reference. The conditions of development attached hereto as **Exhibit ‘C’** and made a part hereof by reference, and each shall constitute one of the approved documents.

SECTION 3: The following new documents are on file as public records of the City, at the office of the City Clerk in City Hall, and attached hereto as **Exhibit “D”**, hereinafter the “Development Documents”, shall be deemed a part of the development conditions, and shall supplement any earlier approvals:

- 1. Zoning Site Plan, Sheet Z-0.1, prepared by M4 Studio, dated 06.25.21, last revised on 10.21.21.**
- 2. Architectural Elevations, Sheet A-3.1, prepared by M4 Studio, dated 06.25.21, last revised on 11.16.21.**
- 3. Exterior Elevations Rendering, Sheet A-1, prepared by M4 Studio, dated 07.31.21.**
- 4. Second Amendment to the Third Amendment and Restatement of Century Plaza Planned Unit Development Zoning Agreement, prepared by Fox McCluskey, submitted to the City on 10.25.2021.**

SECTION 4: Except as otherwise provided herein, no development permits, site permits, or building permits shall be issued by the City except in compliance with the aforesaid Development Documents. The failure of the Applicant to comply with the Development Documents, or with any term or condition of development set forth in this resolution, shall be deemed a zoning violation and no further permits, or other development approvals or orders shall be issued by the City to the owner until the violation has been resolved, and the matter may become subject of a code enforcement action brought by the City. This section shall not impair the due process or other legal rights of the Applicant to seek administrative or judicial redress.

SECTION 5: Following the adoption and acceptance of this ordinance by the Owners, and in addition to any other action for failure to complete development or otherwise comply with the Development Documents, the City Development Director may obtain a hearing before the City Commission, and shall thereupon give at least five (5) days written notice of the time, date and location of the hearing, along with specific notice of the alleged breach. At the hearing before the City Commission the developer may appear, and may contest the allegation of breach or explain the reason or reasons for the breach. Upon a finding of a material breach of the Development Documents

and therefore, the Ordinance(s) adopting the same, the City Commission may impose any or all of the following:

- a. Initiate the process to amend or repeal this or any other ordinance pertaining to the development.
- b. Impose an administrative penalty of up to \$1,000.00 for each violation, and up to \$5,000.00 for each repeat violation that occurs, along with all reasonable costs, including attorney's fees incurred by the City.

Any breach of any provision or condition of this ordinance by the applicant shall be considered a zoning violation subject to any remedies provided herein, or as otherwise provided by law. In the event a violation found continues from day to day, each day the violation is found to continue shall be deemed a separate violation.

SECTION 6: All development orders in conflict with this ordinance or any part thereof is hereby repealed to the extent of such conflict. If any provision of this ordinance conflicts with any contractual provision between the City and the Property Owner(s) or Applicant(s) of the site, this ordinance shall prevail.

SECTION 7: If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

SECTION 8: The complete execution and recording of this Ordinance by the City Clerk shall occur no later than 60 days from the date of this approval, failing which this ordinance shall be void.

SECTION 9: Upon complete execution of this Ordinance, including the Acceptance and Agreement by the Owners, the City Clerk is directed to record a Certified Copy of the same in the Public Records of Martin County, Florida.

PASSED on First Reading the ____ day of _____, 2022.

Commissioner _____ offered the foregoing ordinance and moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a roll call vote, the vote was as follows:

EULA R. CLARKE, MAYOR
 MERRITT MATHESON, VICE MAYOR
 BECKY BRUNER, COMMISSIONER
 TROY MCDONALD, COMMISSIONER
 MIKE MEIER, COMMISSIONER

YES	NO	ABSENT	ABSTAIN

ADOPTED on second and final reading this ____ day of _____, 2021.

ATTEST:

 MARY R. KINDEL
 CITY CLERK

 EULA R. CLARKE
 MAYOR

APPROVED AS TO FORM
 AND CORRECTNESS:

 MICHAEL J. MORTELL, ESQ.
 CITY ATTORNEY

(City's Acknowledgement on following page)

STATE OF FLORIDA,
COUNTY OF _____

The above Ordinance was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2022, by Eula R. Clarke, Mayor, and Mary R. Kindel, City Clerk, respectively, of the City of Stuart, Florida, a Florida municipal corporation, who ☐ are personally known to me or ☐ have produced _____ as identification.

(Notary Seal)

Signature of Notary Public

Printed Name: _____

ACCEPTANCE AND AGREEMENT

BY SIGNING THIS ACCEPTANCE AND AGREEMENT, THE UNDERSIGNED HEREBY ACCEPTS AND AGREES TO ALL OF THE TERMS AND CONDITIONS CONTAINED IN A MAJOR AMENDMENT TO A PUD APPROVAL AND IN ALL EXHIBITS, ATTACHMENTS AND APPROVED DOCUMENTS, INTENDING TO BE BOUND THEREBY, AND THAT SUCH ACCEPTANCE AND AGREEMENT IS DONE FREELY, KNOWINGLY, AND WITHOUT ANY RESERVATION, AND FOR THE PURPOSES EXPRESSED WITHIN THE ABOVE ORDINANCE. IF IT IS LATER DISCOVERED THAT THE UNDERSIGNED, OR ITS SUCCESSORS OR ASSIGNS HAVE FAILED IN ANY MATERIAL WAY TO COMPLY WITH THIS RESOLUTION, ITS CONDITIONS, AND THE APPROVED DOCUMENTS, THE UNDERSIGNED UNDERSTANDS AND AGREES THAT THIS ORDINANCE MAY BE AMENDED OR REPEALED BY THE CITY COMMISSION, AND THAT OTHER ACTIONS MAY BE TAKEN AGAINST THE UNDERSIGNED BY THE CITY, INCLUDING BUT NOT LIMITED TO CODE ENFORCEMENT ACTIONS, PERMIT AND LICENSING REVOCATIONS, AND ALL APPLICABLE CIVIL AND CRIMINAL ACTIONS.

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

WITNESSES:

PROPERTY OWNER: M & A DEVELOPMENT, INC.,

Witness #1: (Print Name):

Owner's Name (Print Name & Title):

Witness #1 (Signature):

Owner's Signature:

Witness #2 (Print Name): _____

Witness #2 (Signature): _____

(Petitioner's Acknowledgement on following page)

PETITIONER'S ACKNOWLEDGMENT

STATE OF FLORIDA,
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2021, by _____ **(name)** who ☐ is personally known to me or ☐ has produced _____ as identification.

(Notary Seal)

Signature of Notary Public

Printed Name: _____

Exhibit A – Legal Description

Parcels 2, 3, 4, and 5, CENTURY PLAZA, A P.U.D., according to the map or plat thereof as recorded in
Plat Book 14, Page(s) 53, Public Records of Martin County, Florida.

EXHIBIT B – LOCATION MAP

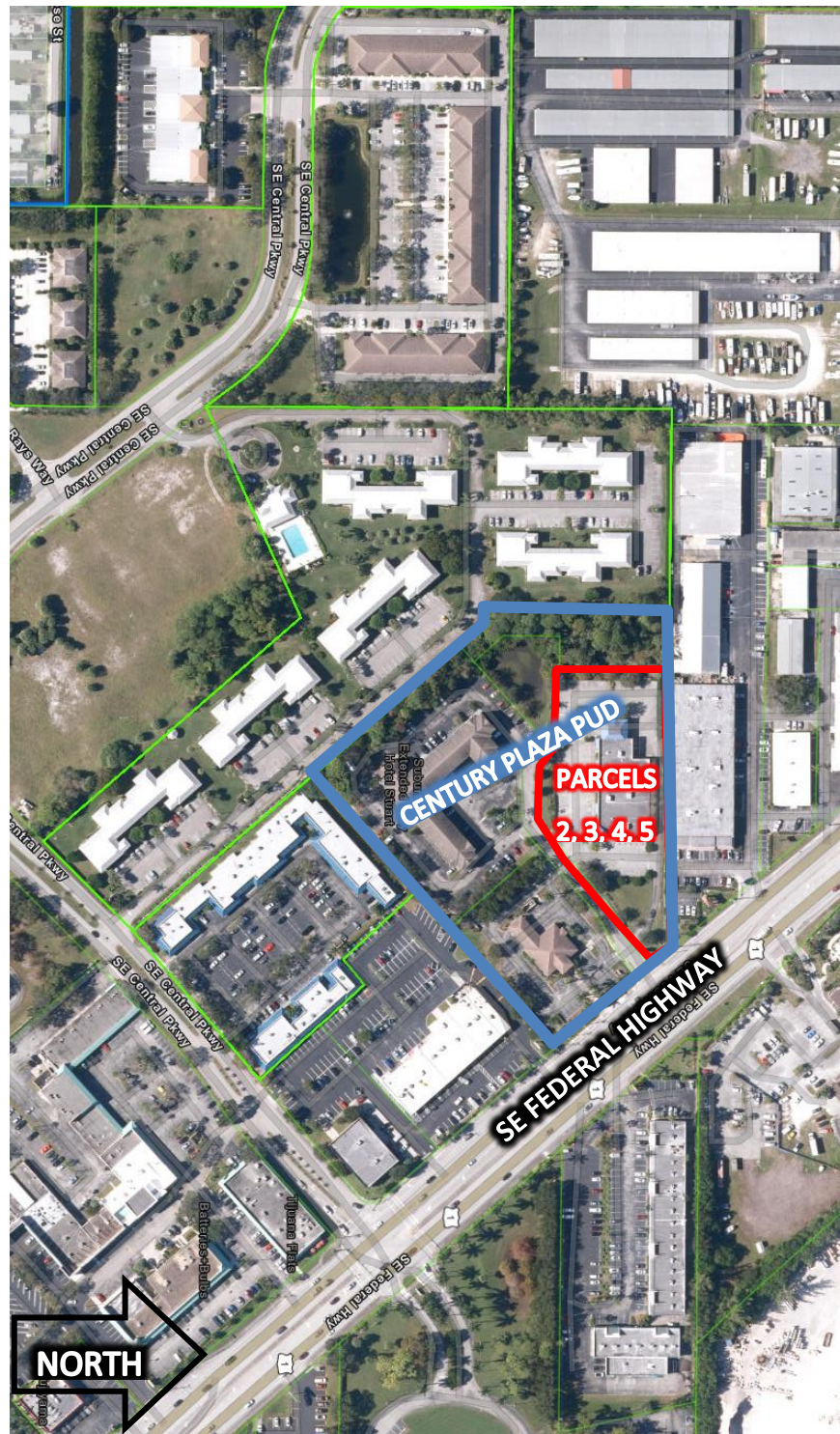


EXHIBIT C – DEVELOPMENT CONDITIONS

1. The Major Amendment to the Century Plaza Commercial Planned Unit Development shall comply with the following documents (Exhibit ‘D’):
 - a. Zoning Site Plan, Sheet Z-0.1, prepared by M4 Studio, dated 06.25.21, last revised on 10.21.21.
 - b. Architectural Elevations, Sheet A-3.1, prepared by M4 Studio, dated 06.25.21, last revised on 11.16.21.
 - c. Exterior Elevations Rendering, Sheet A-1, prepared by M4 Studio, dated 07.31.21.
 - d. Second Amendment to the Third Amendment and Restatement of Century Plaza Planned Unit Development Zoning Agreement, prepared by Fox McCluskey, submitted to the City on 10.25.2021.
2. All activities related to the Automobile Repair Services, Major, use shall be conducted within the full enclosed building at all times.
3. Vehicles are not permitted to be parked within the fenced area after business hours.
4. Outdoor storage is prohibited on the subject property. At no time shall the fenced area be utilized for outdoor storage or vehicular storage.
5. The roll up garage doors shall remain closed at all times with the exception of when vehicles must enter and leave the service bays.
6. Vehicles are prohibited to be serviced, cleaned, or stored underneath the porte-cochere at all times.
7. A Unity of Title for Parcels 2, 3, 4, and 5 is required to be completed prior to the issuance of the first Certificate of Occupancy or Certificate of Completion, whichever comes first.
8. Sound pressure levels of exterior building materials, windows, and doors that contain or attenuate noise within the structure, such that with any operable windows and doors, open or shut, shall not exceed the limits established in Section 20-151(a) and (b) of the City of Stuart Code of Ordinances.
9. All applicable state or federal permits must be obtained before the commencement any development activities. Issuance of this development order/permit/approval by the City of Stuart does not in any way create any right on the part of an applicant to obtain a

permit from a state or federal agency and does not create any liability on the part of the City of Stuart for the issuance of this order/permit/approval if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law.

10. In the event of any conflict in the provisions of Exhibit ‘C’ Development Conditions and attached exhibits, Exhibit ‘C’ shall prevail.
11. Prior to certificate of occupancy, the applicant shall provide an engineer’s written confirmation attesting that the CPUD’s storm water system is in place and functioning in compliance with all approved plans and specifications.
12. Construction activity shall be limited from 7.00 am to 6:00 pm Monday – Saturday.
13. Any existing infrastructure, sidewalk or private property that is damaged during construction shall be repaired or replaced prior to the issuance of a Certificate of Occupancy.



Staff Report – Ordinance No. 2475-2021

A. Application: Major Amendment to CPUD

Project	Century Plaza PUD
Address	1890 SE Federal Highway
Parcel ID#	09-38-41-020-000-0004-0
Applicant	Collision Craft, Inc.
Property Owner	M & A Development, Inc.
Agent for Applicant	Tyson Waters, Esq., Fox McCluskey
Project Manager	Erin Wohlitka, Senior Planner
Date of Report	November 22, 2021

B. Project History

On October 22, 1990, the City Commission of the City of Stuart adopted Ordinance Number 1190, thereby approving a CPUD zoning classification, timetable for development, project plans, and authorized a CPUD Agreement and Conditions for the Century Plaza PUD project. Within Exhibit "F", Special Conditions, of the adopted Ordinance 1190, Condition #6 states, "The structures to be built in Phases I, II and III shall be utilized for professional office use. Office use shall include and incorporate by reference the definition within the Code of Laws and Ordinances of the City of Stuart, Florida, regarding professional office use. In addition, banks, financial services, corporate headquarters and consulting services of a non-commercial nature. If the City determines a business services use is incompatible, it reserves the right to review said use. Developer may request permission for mixed use including up to 25 percent residential and/or 25 percent retail. Any such request shall be by amendment to the Planned Unit Development Agreement which shall be considered a minor amendment. (See Exhibit B.1)

On March 30, 1998, the City Commission of the City of Stuart adopted Ordinance Number 1632 -98, thereby approving an amendment to the Century Plaza Commercial Planned Unit Development to provide for the construction of Suburban Lodge, approving development documents and plans, and establishing general development restrictions and conditions. The Ordinance states that the first phase (Parcel 6: motel site, access tract, preserve tract) of the project is to be a motel use. The second (Parcel 1) and third (Parcels 2,3,4,5) phases will be developed in the future subject to an amendment to this CPUD. The ordinance provides within

the conditions (c) that a master association will be formed to provide for the maintenance of the common areas including the landscaping along the entrance drive, retention pond, and native preserve area. The restrictions further state that the motel units shall not be converted into any other kind of accommodations including but not limited to a boarding house, rooming house, apartment house or adult congregate facility. According to this ordinance, the timetable of development incorporated into the original PUD expired and the owner did not intend to develop the property in accordance with the original PUD; therefore, the original PUD was amended and restated in its entirety by a new PUD Agreement whereby Condition 34 of Exhibit “D” states, “within the PUD the following uses shall be allowed: (a) Sites 1, 2, 3, 4, and 5: retail and retail service establishments, business and professional offices including real estate and insurance agencies, financial institutions, banks, restaurants with liquor service, drive-in restaurants, barber/beauty shops, hotel/motel, multifamily or residential units combined with non-residential uses, art galleries, travel agencies, laundry/dry cleaning facilities or other similar store front uses, schools, child care centers, nursery or preschool, kindergartens, other child care or education facilities, medical facilities and clinics, clubs, lodges and fraternal organizations, bakeries, veterinarian/animal clinic, recreational facilities such as, bowling, skating, miniature golf, etc., health/spa club, printing shops, research facilities, ACLF, congregate living facilities, or nursing home facilities. (b) Site 6: Suburban lodge facility consisting of a 126-room hotel/motel facility, including extended stay facilities and related amenities.” (See Exhibit B.2)

On November 24, 2003, the City Commission of the City of Stuart adopted Ordinance 1958-03, approving an amendment to the Century Plaza Commercial Planned Unit Development on Parcels 2 through 5 (1.77 acres) of the PUD Agreement for a final site plan to construct an 11,997-square-foot building and related parking with landscaping. The timetable of Development for Phase 3 (Parcels 2 through 5) expired, and the Owner desired to extend the dates for commencing and completing construction, and by way of this Amendment, obtain Final Development Plan approval of Phase 3 by the City; therefore, the Fourth Amendment to the Century Plaza PUD was included as an exhibit to this Ordinance. This Amendment to the PUD Agreement was not a full restatement like the prior amendments; however, amended the timetable of development, and stated specifically that all the terms and conditions of the Restated PUD Agreement (via Ordinance Number 1632-98) shall remain in full force and effect as stated therein. (See Exhibit B.3)

On June 28, 2004, the City Commission of the City of Stuart adopted Ordinance 1986-04, approving plans and documents for a 3,580-square-foot bank on “Parcel 1” of the Century Plaza Commercial Planned Unit Development. This Ordinance provides an exhibit for the First Amendment to the Third Amendment and Restatement of Century Plaza Planned Unit Development Zoning Agreement to allow the development and conditions associated with Parcel 1 of the Century Plaza PUD for a branch of Colonial Bank. (See Exhibit B.4)

C. Project Information

On October 3, 2021, the Application was submitted to the City for an amendment to the Century Plaza CPUD to allow the use of Automobile Repair Services, Major, at the existing building located at 1890 SE Federal Highway. This building had previously been occupied by the Goodwill Stuart Store & Donation Center.

The subject site has a zoning district of Commercial Planned Unit Development (C) and a Future Land Use Designation of Commercial (C) and is located on the south side of the SE Federal Highway corridor, approximately one-tenth of a mile north of the intersection of SE Federal Highway and SE Central Parkway. Other buildings located within the CPUD are the Suburban Lodge Extended Stay Hotel (located in the rear of the development) and the former BB&T bank. The subject property is surrounded by industrial, general commercial, and multifamily uses.

North of the Subject Property – Zoning and Future Land Use is Industrial, and occupants include auto repair, marine supply, and car wash services.

Southeast of the Subject Property – Zoning and Future Land Use designations are Commercial, and occupants include multi-tenant retail, auto parts, outdoor building supply, and car rental.

Southwest of the Subject Property – Zoning designation is R-3, Multifamily / Office, and Future Land Use designation is Institutional, and the occupants are the residents of Towne Park Condominiums.

The Applicant is proposing minor modifications to the site and existing building to allow for the Automobile Repair Services, Major, use, including the use of roll up garage doors on the south elevation, the addition of spandrel windows on the south elevation, the addition of a 6-foot-tall privacy galvanized chain link fence with black PVC privacy slats along the west property line and a small portion of the south property line, the addition of a double entry/exit gate to match the fence to enter the western parking area, and a new rolling sliding entry/exit gate to match the fence to the south of the existing porte-cochere. To allow the new roll up garage doors along the south elevation, a total of seven (7) sweet vibranium bushes and eleven (11) dwarf yaupon bushes are proposed for relocation elsewhere on the site within Parcel 2 of the PUD.

The Applicant has provided parking calculations per the City's LDC on the attached site plan and has stated that 55 parking spaces are required, and 59 spaces are provided, thereby meeting the City's parking requirements. A bicycle rack exists along the south elevation and is proposed to remain.

A Traffic Statement was submitted to the City that states the proposed use generates an increase of 8 AM peak hour trips and a decrease of 16 PM peak hour trips from when the site was operating as the Goodwill Stuart Store & Donation Center. As such, the proposed project represents a slight increase over the former use of the property in the AM peak hour and a reduction in the PM peak hour. Even assuming all the trips are new, the total project impact of

23 AM peak hour trips and 25 PM peak hour trips are de minimis on the roadway network per the analysis within the report.

E. Staff Analysis

According to Section 11.01.10(B)(1)(b.) of the City's Land Development Code, the Applicant's request to revise the list of proposed uses for the Century Plaza PUD must be processed as a Major Planned Unit Development Amendment. Furthermore, Section 11.01.10(A) of the City's LDC states, "Any minor amendment to a previously adopted planned unit development zoning ordinance including conditions, agreements... shall be processed as if the proposed amendment is a new rezoning application..."

The Application submitted included a signature by the contract purchaser, Collision Craft, Inc., and a letter of support from the Property Owners Association, stating that, "At a special meeting of the Board of Directors of the Association (the "Board"), duly noticed and with a quorum in attendance, the Board voted unanimously in favor of the Association granting its consent to the application to amend the PUD, based, in part, on a super majority of the shareholders/members of the Association having indicated they were in favor of supporting and joining in, as may be required by the City of Stuart, the application to amend the PUD as referenced above." (See Exhibit B.5) It should be noted that not all owners within the Century Plaza PUD provided signatures for this Application, as required within Section 11.01.11,(C) of the City of Stuart Land Development Code. Specifically, this code subsection states,

"... A completed application shall be signed by all owners, or their agent, of the property subject to the proposal, and notarized. Signatures by other parties will be accepted only with notarized proof of authorization by the owners. In a case of corporate ownership, the authorized signature shall be accompanied by a notation of the signer's office in the corporation and embossed with the corporate seal. A concept plan may be submitted as an option to a site plan; however, the applicant will be required to submit a site plan for approval by the city commission prior to submitting an application for a development permit."

Therefore, staff questions the validity of the application to be filed on behalf of the Planned Unit Development; however, as the Property Owners Association has voted in favor of and supports the application, the City Attorney has deemed this request should be heard in front of the City Commission.

According to Section 2.02.02, *Table 2: Land Uses*, of the Land Development Code (LDC) of the City of Stuart, Automobile Repair Services, Major and Minor, are allowed within Commercial Planned Unit Development zoning districts through the City Commission Public Hearing Process. Additionally, pursuant to Section 2.06.05(C) of the City's LDC, garages and repair shops must provide room for all repair and servicing inside an enclosed building.

Staff has analyzed the uses surrounding the PUD and, more specifically, the building proposed for modifications to allow an automobile repair shop. As City Code allows this use within CPUDs through the public hearing process, and other repair shops, and both commercial and industrial uses abut this property, it is of the opinion of City staff that this use is compatible with the area, provided the Applicant follow all City codes in regard to noise, odor, lighting, and the requirement to operate all business activities within a fully enclosed building.

Staff recommends the following conditions of approval be included within Ordinance No. 2475-2021:

- 1) All activities related to the Auto Repair, Major, use be conducted within the fully enclosed building at all times.
- 2) Vehicles are not permitted to be parked within the fenced area after business hours.
- 3) Outdoor storage is prohibited on the subject property and at no times shall the fenced area be considered vehicular or outdoor storage.
- 4) The roll up garage doors shall remain closed at all times with the exception of when vehicles are entering and leaving the service bays.
- 5) Vehicles being serviced or cleaned within the porte-cochere is prohibited at all times.
- 6) A Unity of Title for Parcels 2-5 is required to be completed prior to the issuance of the first Certificate of Occupancy or Certificate of Completion, whichever comes first.
- 7) Sound pressure levels of exterior building materials, windows, and doors that contain or attenuate noise within the structure, such that with any operable windows and doors, open or shut, shall not exceed the limits established in Section 20-151(a) and (b) of the City of Stuart Code of Ordinances.

D. Local Planning Agency

The Application has been noticed for and will be heard at the December 9, 2021 Local Planning Agency regularly scheduled meeting.

In formulating the Local Planning Agency's recommendation to the city commission, the advisory board shall consider the following criteria, if applicable:

- a. The existing land use pattern;
- b. The possible creation of an isolated district unrelated to adjacent and nearby districts;
- c. The population density pattern of the area and possible increase or overtaxing of the load on public facilities such as schools, utilities and streets;
- d. The possible overloading of the city's sewage collection, treatment and disposal facilities;
- e. The possible overloading of the city's drainage system;

- f. The existing district boundaries in relation to existing conditions on the subject property;
- g. The existence of changed or changing conditions which make the passage of the proposed use necessary or appropriate;
- h. The impact of the proposed use upon living conditions in the adjacent neighborhood;
- i. The impact of the use upon the flow of light and air to adjacent areas;
- j. The impact of the proposed use upon property values in the adjacent area;
- k. The impact of the proposed use upon improvement or development of adjacent property in accordance with existing regulations; and
- l. The existence of other adequate sites in the city for the proposed use in districts already permitting such use.

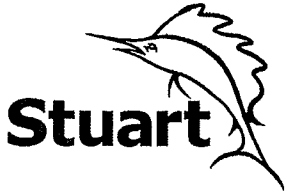
E. City Commission (First Reading)

The project has been noticed for the January 10, 2022 City Commission regularly scheduled meeting.

E. Staff Recommendation

Staff recommends the board consider the Application either:

- (a) In compliance;
- (b) In compliance with conditions of approval;
- (c) Not in compliance.



City of Stuart
121 SW Flagler Ave.
Stuart, FL 34994
development@ci.stuart.fl.us
(772) 288-5326

Received by: _____

Reviewed by: _____

Planned Unit Development (PUD) Amendment Application

Project ID# _____
(Staff Entry)

Pre-App Conference Date:	Application Date:
--------------------------	-------------------

SITE INFORMATION

Project Name: Century Plaza PUD Amendment - M & A Development Parcel (old Goodwill Ind. Site)		Parcel ID#: 09-38-41-020-000-004.0-0	
Site Address: 1892 SE Federal Hwy, Stuart FL 34996			
Subdivision: Century Plaza		Lot(s): Parcels 2,3,4 and 5, Century Plaza PUD, Plat Book 14, Page(s) 53	
Site Acreage: 1.7681		Flood Zone/Base Flood Elevation:	
Existing Zoning District / CRA Subdistrict (if applicable): CPUD - Commercial PUD			
Proposed Zoning District / CRA Subdistrict (if applicable): CPUD - Commercial PUD			
Current Comprehensive Plan Future Land Use Designation: Commercial			
Proposed Comprehensive Plan Future Land Use Designation: Commercial			
Existing Land Use: Commercial		Proposed Land Use: Commercial	
Proposed Square Footage (if applicable):		Proposed Density (if applicable):	

PETITIONER INFORMATION

Property Owner: M & A Development, Inc.		Phone Number / Email Address:	
Property Owner's Mailing Address: 5391 SE Burning Tree Circle, Stuart FL 34997			
Applicant (if not Owner): Collision Craft, Inc.		Phone Number / Email Address:	
Applicant's Mailing Address: 53 N Sewalls Point, Stuart, FL 34996			
Agent/Contact Person: Fox McCluskey Bush Robison, PLLC / Tyson Waters, Esq.		Phone Number / Email Address: 772-287-4444 / TWaters@FoxMcCluskey.com	
Agent's Mailing Address: 3461 SE Willoughby Blvd., Stuart, FL 34994			
Architect:		Engineer:	
Planner:		Landscape Architect:	

Statement of Ownership and Designation of Authorized Agent

(Please Print or Type)

Before me, the undersigned authority, personally appeared Mary T. Jacobson, as President of M&A Development, Inc.

Who, being by me first duly sworn, on oath deposed and says:

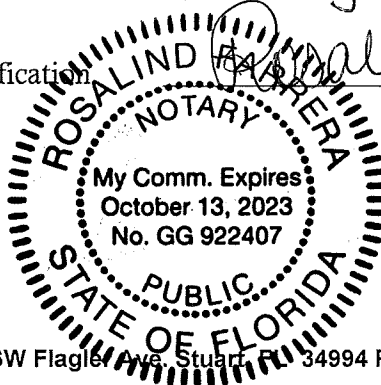
1. That he/she is the fee simple title owner of the property described in the attached Legal Description.
2. That he/she is requesting approval of a CPUD Amendment in the City of Stuart, FL.
3. That he/she has appointed Fox McCluskey Bush Robison, PLLC / Tyson Waters, Esq. to act as an authorized agent on his/her behalf to accomplish the above project.

Name of Owner: M & A Development, Inc.Mary T. Jacobson
Signature of Owner:Mary T. Jacobson, President

By: Name/Title

Street Address
5391 Burning Tree Circle
P.O. Box
City, State, Zip Code
Stuart, FL 43997
City, State, Zip CodeTelephone NumberFax NumberEmail Address:STATE OF FLORIDA, COUNTY OF MartinSworn and subscribed before me by means of ☒ physical presence or ☐ online notarization, this18th day of November, 2021 By Mary T. Jacobson
 Personally Known OR Produced Identification
 Type of Identification Produced:
Rosalind Panera
Notary Public

My Commission expires:

10/13/2023

Financial Responsibility Form

(Please Print or Type)

The Undersigned, as the Property Owner, Lessee, Contract Purchaser, or Applicant (circle one), acknowledges responsibility for all City expenses associated with the referenced application (s) including time spent by the City's consultants and further acknowledges that payment of consultant fees will be made prior to the receipt of the consultant comments.

Name: Sam Baird
Title: CEO
Company: Collision Craft, Inc.
Company Address: 4781 SW Thistle Terrace, Palm City, FL 34990

City/State/Zip Code: Palm City, Florida 34990
Telephone Number: 404-456-3195
Facsimile Number:
Email Address (optional): sambaird1@yahoo.com

I hereby certify that all information contained herein is true and correct.

1. Signed this 6 day of SEPTEMBER, 2021.

Sam M Baird
Signature of Property Owner, Lessee, Contract Purchaser or Applicant (circle one)

State of Florida
County of Martin

Sworn to (or affirmed) and subscribed before me
by means of (x) physical presence or () online
personally known to me or who has produced a
Florida drivers license as identification, and
~~who~~ did/did not take an oath.

State of Florida
6/20/2023

Kathryn E Baker
Kathryn E Baker



Application Requirements

Fees:

- ☒ Major PUD Amendment - \$3,195.00; or
- ☐ Minor PUD Amendment: \$2,130.00; or
- ☐ PUD Agreement Amendment (text change only): \$1,065.00

(This does not include fees that may be charged as a result of application review by the City's consultants or any required recording fees)

A Major Planned Unit Development Amendment is one which shall include any one of the following;

- A change of two (2) percent or more in the area of any land use designations shown on the site plan;
- Any change in the list of proposed uses;
- An increase in residential density of five (5) percent or more;
- An increase in nonresidential Building square footage of ten (10) percent or more;
- A change in the boundary of the PUD district;
- A change in the site plan or approval regarding any area(s) set aside and designated for future development;
- Any other change determined by the City Development Director to have a potentially significant impact on City services or the surrounding neighborhood;
- An amendment of greater than twelve (12) months to an originally approved timetable of development. Such an amendment may only be approved upon good cause shown to the City Commission. Any contributions conditioned as part of the original PUD agreement shall be revisited upon application for timetable extension. A timetable extension greater than twelve (12) months will require a full concurrency review.

(A Minor Planned Unit Development Amendment is any amendment that is not a Major Amendment.)

Submittal Requirements: A completed application form, the payment of fees, a site plan, one (1) copy of all documents on a PDF formatted disc electronically signed and sealed, and any other information as may be required by the City Development Director in order to do a thorough review of the request. (Note: A concept plan may, at the discretion of the applicant, be submitted instead of a site plan if a site plan has not previously been approved. However, in doing so the applicant acknowledges that a site plan will need to be submitted for City Commission approval prior to making application for a development permit.) *(The data requirements for a site plan and a concept plan are available at the Development Department)*

Approving Authority: The Development Director is required to prepare a staff report and recommendation concerning this application. For a Major PUD amendment, the Local Planning Agency (LPA) is required to hold an advertised public hearing and formulate a recommendation to the City Commission. For both types of applications, the City Commission is required to hold an advertised public hearing after which it may approve, approve with conditions, or deny the application.

Justification: Written justification supporting the application and demonstrating how the application remains:

- (a) consistent with the relevant components of the City of Stuart Comprehensive Plan including concurrency with adopted levels-of-service for utilities/facilities and compatibility with existing/planned uses; and
- (b) complies with the relevant development standards of the City of Stuart Land Development Code.

(over)



VISION
DEVELOPMENT &
CONSTRUCTION

20 INTERSTATE N PKWY SUITE 130
ATLANTA, GA 30339
(770) 951-9653
WWW.VISIONCSA.COM



1892 SE FEDERAL HWY
STUART, FL 34994

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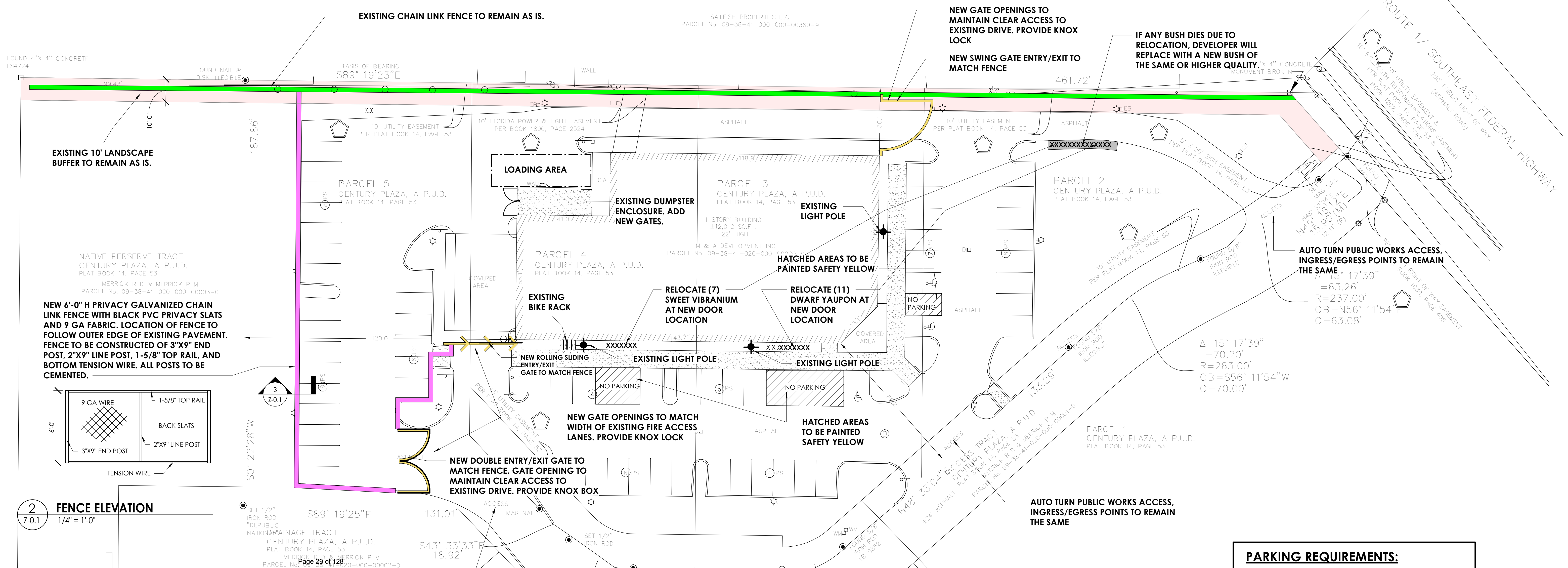
Reviewed by	06.25.21
Approved by	RM
Checked by	EP/RB

ONING SITE PLAN

Z-0.1

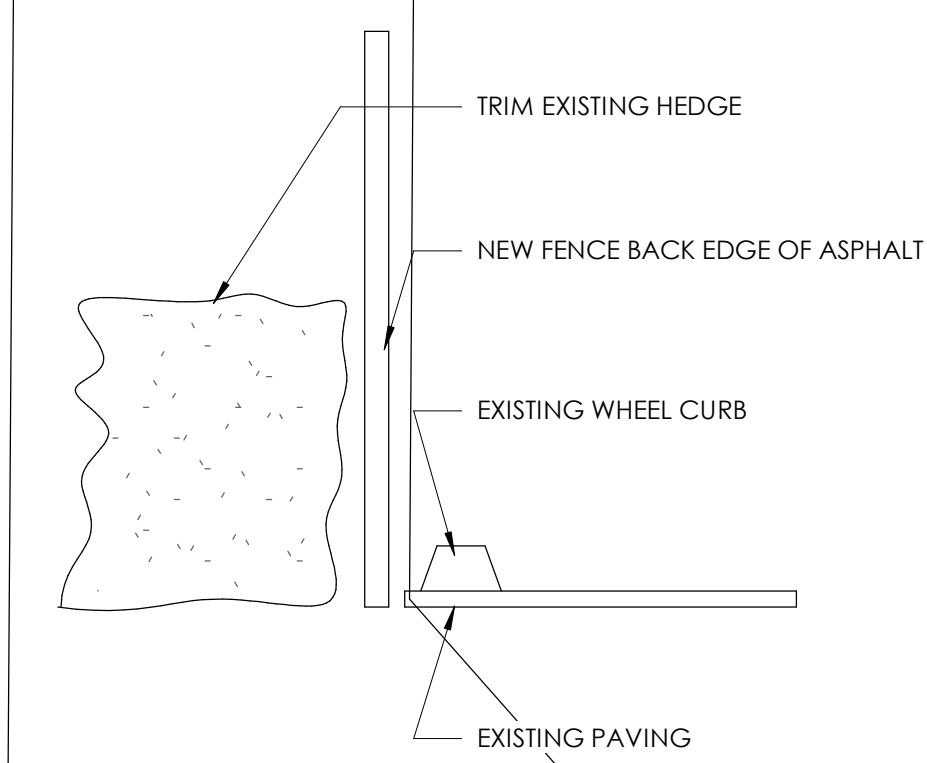
As indicated

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2 FENCE ELEVATION

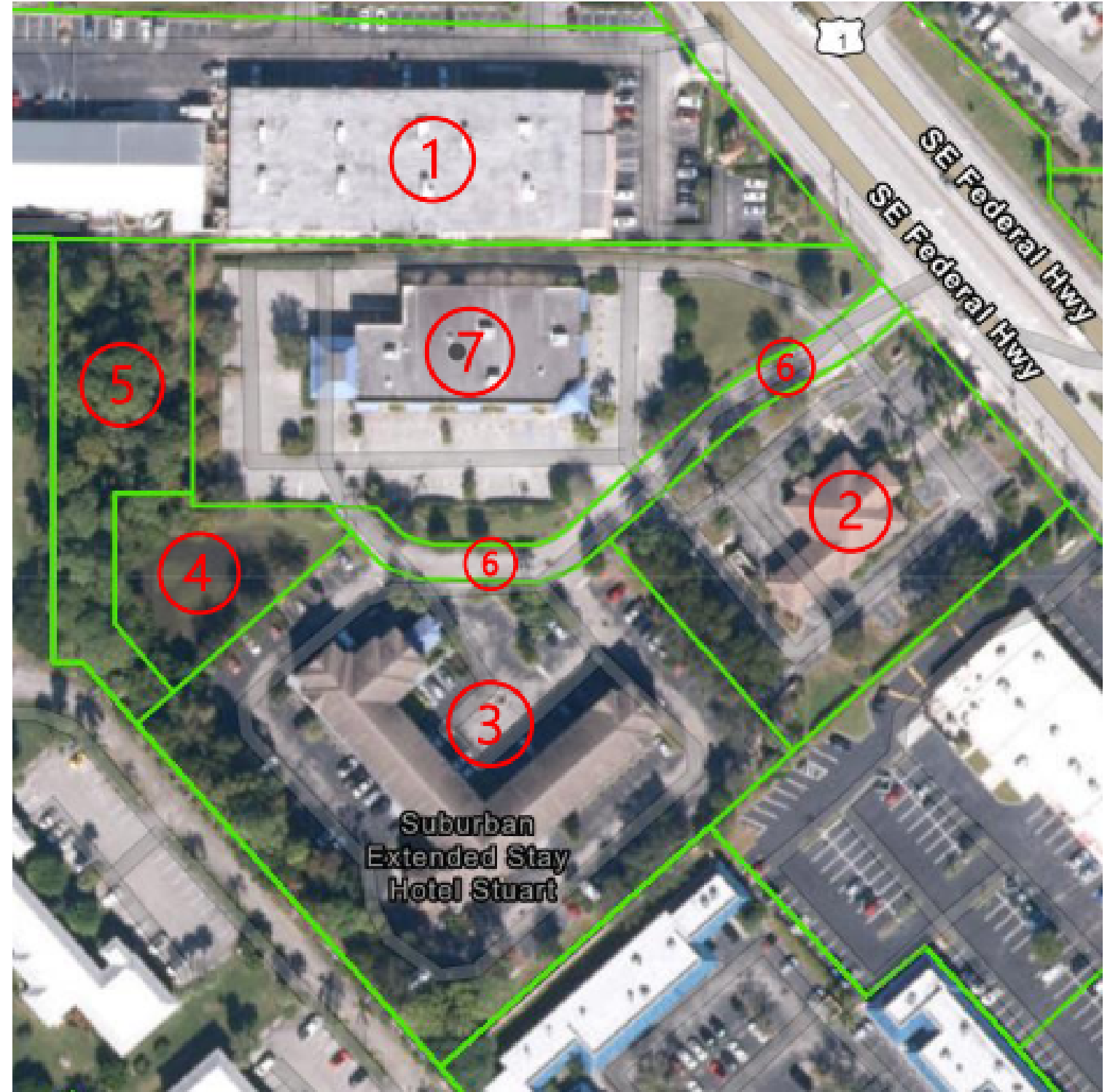
Z-0.1 1/4" = 1'-0"



3 FENCE PAVING EDGE DETAIL

$\frac{1}{2}'' = 1'-0''$

ZONING KEY PLAN



(1) Future Land Use: Industrial
Existing Zoning: I
Existing Use: Retail
Parcel ID: 09-38-41-000-000-00360-9

(2) Future Land Use: Commercial
Existing Zoning: CPUD
Existing Use: Vacant Building / Bank
Parcel ID: 09-38-41-020-000-00010-0

(3) Future Land Use: Commercial
Existing Zoning: CPUD
Existing Use: Suburban Lodge
Parcel ID: 09-38-41-013-000-00160-6

(4) Future Land Use: Commercial
Existing Zoning: CPUD
Existing Use: Storm Water Retention
Parcel ID: 09-38-41-020-000-00002-0

(5) Future Land Use: Commercial
Existing Zoning: CPUD
Existing Use: Storm Upland Preserve

(6) Access Tract .28 AC
Parcel ID: 09-38-41-020-000-00001-0

(7) Future Land Use: Commercial
Existing Zoning: CPUD
Existing Use: Vacant Retail Building
Proposed Use: Paint & Body Collision Center
Parcel ID: 09-38-41-020-000-00020-0

PARKING REQUIREMENTS:

2 SPACES PER SERVICE BAY	34
1 SPACE PER EMPLOYEE	18
1 SPACE PER 200 sq. SALES	3
TOTAL REQUIRED	55
TOTAL PROVIDED	59

(3) H/C SPACES
(56) PARKING SPACES

1 ZONING SITE PLAN

$$\frac{1}{2} \cdot \frac{1}{2} = \frac{1}{4}$$

3

[illegible]

Date	07.30.21
Drawn By	Author
Checked By	Checker

EXTERIOR ELEVATIONS RENDERING

A-1

$$1.05 = 1.05$$

MATERIAL LEGEND

TAG	DESCRIPTION	COLOR	MANUFACTURER
EP-1	PAINT	PPG #287 CUSTOM BLUE	PPG PAINTS
EP-2	PAINT	PPG#430 CUSTOM GREY	PPG PAINTS
EP-3	PAINT	PPG#429 CUSTOM LT GREY	PPG PAINTS
MC-1	EXISTING METAL COPING	MATCH ADJACENT WALL SURFACE	PPG PAINTS
RF-1	EXISTING METAL ROOF SYSTEM	EXISTING PAINT	

EXTERIOR ELEVATION NOTES

1. ONLY EXACT MATCHES FOR COLORS WILL BE ACCEPTED.
2. CONTROL JOINTS SHALL BE CONTINUOUS FROM FINISH GRADE TO PARAPET AND PENETRATE THROUGH CORNICES.
3. SIGNAGE IS SHOWN FOR REFERENCE ONLY. ALL SIGNAGE IS FURNISHED AND INSTALLED BY TENANT.
4. CONTRACTOR SHALL SUBMIT SAMPLES OF ALL MATERIALS TO THE ARCHITECT FOR APPROVAL PRIOR TO APPLICATION OF FINISHES.
5. PAINT ALL EXPOSED ELECTRICAL PANELS, PIPING CONDUITS, ETC. ON REAR WALL TO BE PAINTED TO MATCH ADJACENT FINISH.
6. ALL SEALANT SHALL MATCH ADJACENT SURFACES, CONTRACTOR TO SUBMIT SAMPLES & LOCATION DIAGRAM TO ARCHITECT.
7. ALL METAL COPINGS ARE TO MATCH COLOR OF ADJACENT WALL, UNO.

C.J. = CONTROL JOINT IN MASONRY AND EIFS

A.J. = AESTHETIC JOINT IN EIFS



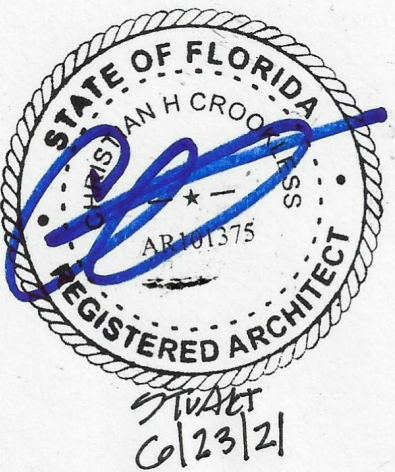
STUDIO



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CONSTRUCTION

120 INTERSTATE N PKWY SUITE 130
ATLANTA, GA 30339

(770) 951-9653
WWW.VISIONCSA.COM



1892 SE FEDERAL HWY
STUART, FL 34994

[illegible]

Date 06.25.21

Drawn by	R.L
Checked by	EP/RB

EXTERIOR ELEVATIONS

A-3.1

Scale	As indicated
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11/18/2021 10:55:47 AM

**SECOND AMENDMENT TO THIRD AMENDMENT
AND RESTATEMENT OF CENTURY PLAZA
PLANNED UNIT DEVELOPMENT ZONING AGREEMENT**

THIS SECOND AMENDMENT TO THIRD AMENDMENT AND RESTATEMENT OF CENTURY PLAZA PLANNED UNIT DEVELOPMENT ZONING AGREEMENT (“Agreement”) is made and entered into by and between M & A DEVELOPMENT, INC., hereinafter referred to as “Owner”, and the CITY OF STUART, FLORIDA, hereinafter referred to as the “City”; and

WITNESSETH:

WHEREAS, City entered into that certain Commercial Planned Unit Development Agreement dated October 20, 1990, and recorded in Official Records Book 882, Page 2215, as amended and recorded in Official Records Book 907, Page 708, as amended and recorded in Official Records Book 969, Page 1711, as amended and recorded in Official Records Book 1323, Page 422, as amended by that Third Amendment and Reinstatement Century Planned Unit Development Zoning Agreement dated July 9, 1998, along with the Declaration of Restrictive Covenants recorded August 3, 1998, in Official Records Book 1326, Page 238, and as further amended by that certain First Amendment to Third Amendment and Restatement of Century Plaza Planned United Development Zoning Agreement recorded October 7, 2004, in Official Records Book 1945, Page 809, all being of the Public Records of Martin County, Florida (collectively the “Century Plaza CPUD”);

WHEREAS, R.D. Merrick and P.M. Merrick, his wife, prior owners, deeded the following described real property to M & A Development, Inc., as current owner:

**Parcels 2, 3, 4, and 5, CENTURY PLAZA, A P.U.D., according to the
map or plat thereof as recorded in Plat Book 14, Page(s) 53, Public
Records of Martin County, Florida. (“Property”)**

WHEREAS, Owner has applied for and City has agreed to amend of the Century Plaza CPUD in order to add “Automobile Repair Services, Major” as a permitted use on the Property, pursuant to the conditions set forth herein; and

WHEREAS, the Century Plaza Property Owners’ Association has approved and consented to the amendment to the Century Plaza CPUD as set forth and approved herein; and

WHEREAS, Owner and City have determined that it is necessary and proper to amend the Century Plaza CPUD in order to provide for the approval as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is acknowledged by the parties' signatures below, and includes the mutual benefits contained herein, the parties do hereby agree as follows:

I. RECITALS

The above recitals are true and correct.

II. APPROVAL

City does hereby approve the following additional use on Parcels 2, 3, 4 and 5 within the Century Plaza CPUD: "Automobile Repair Services, Major."

III. DEVELOPMENT

Owner agrees that the Property will be undertaken and carried out in accordance with the ordinance and the exhibits attached hereto and made a part hereof.

IV. VESTED RIGHTS

Owner shall have the right to develop the Property in accordance with applicable laws, ordinances and regulations, the provisions and requirements of this Agreement, and the Century Plaza CPUD. Failure to comply with any such provisions or requirements shall be deemed a breach of this Agreement.

V. DESTRUCTION

In the event that all or a portion of the Property should be destroyed by a storm, fire or other common disaster, Owner, its grantees, successors or assigns, shall have the right to rebuild and/or repair so long as there is strict compliance with the Century Plaza CPUD, this Agreement and the development documents applicable to the Property.

VI. CHANGE OR AMENDMENT

There shall at all times be a strict adherence to the provisions of this Agreement and the Century Plaza CPUD. Any change or amendment to this Agreement can only be made in accordance with the City Laws and Ordinances.

VII. JURISDICTION

The parties hereto further agree that any and all suits or actions at law shall initially be brought in court exercising subject matter jurisdiction in and for Martin County, Florida, and no other jurisdiction.

VIII. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon the parties hereto and their successors in interest, heirs, assigns and personal representatives.

IX. NOTICE

All notices given pursuant to the terms of this Agreement or which any party may desire to give hereunder shall be in writing and delivered personally, electronically or sent registered or certified mail and shall be conclusively presumed to have been given by such delivery. All notices shall be given to each of the following:

OWNER: M & A Development, Inc.
5391 Burning Tree Circle
Stuart, Florida 34997
Attn: Mary T. Jacobson

CITY: City of Stuart
121 S. W. Flagler Avenue
Stuart, Florida 3499

X. Those elements and provisions of the Century Plaza CPUD not amended or superseded by this Agreement shall remain in full force and effect.

XI. This Agreement hereby is deemed to be consistent with the City's Comprehensive Plan.

XII. The date of this Agreement shall be the date on which this Agreement was approved by the City Commission of the City of Stuart.

ATTEST:

Mary Kindel
City Clerk

EULA CLARKE
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

MICHAEL MORTELL
CITY ATTORNEY

WITNESSES:

Witness #1: (Print Name):

Witness #1 (Signature):

Witness #2 (Print Name):

Witness #2 (Signature):

PROPERTY OWNER: M & A DEVELOPMENT, INC.,

Owner's Name (Print Name & Title):

Owner's Signature:

PETITIONER'S ACKNOWLEDGMENT

STATE OF FLORIDA,
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2021, by _____ **(name)** who ☐ is personally known to me or ☐ has produced _____ as identification.

(Notary Seal)

Signature of Notary Public
Printed Name: _____



INSTR # 1784112
OR BK 01945 PG 0809
RECORDED 10/07/2004 11:03:15 AM
MARSHA EWING
CLERK OF MARTIN COUNTY FLORIDA
RECORDED BY C Burkey

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

ORDINANCE NUMBER 1986 – 04

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA TO AMEND A COMMERCIAL PLANNED UNIT DEVELOPMENT OF 6.39 ACRES ON THE WEST SIDE OF U.S. HIGHWAY ONE NORTH OF ITS INTERSECTION WITH CENTRAL PARKWAY KNOWN AS THE "CENTURY PLAZA COMMERCIAL PLANNED UNIT DEVELOPMENT" TO APPROVE THE CONSTRUCTION ON "PARCEL 1" THEREOF OF A BANK; APPROVING CERTAIN DEVELOPMENT DOCUMENTS AND CONDITIONS OF DEVELOPMENT; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, an application has been properly filed by Colonial Bank, N.A., a National Association organized and existing under the laws of the United States, hereinafter the "Applicant," as contract purchaser of

Parcel 1, Century Plaza, a P.U.D., according to the map or plat thereof as recorded in Plat Book 14, page 53 of the public records of Martin County, Florida, being in Section 9, Township 38 South, Range 41 East, Martin County, Florida,

hereinafter the "Property," for an amendment to an existing commercial planned unit

development (CPUD) approved by Ordinance 1190 of the City Commission and more fully described in an October 30, 1990 planned unit development agreement recorded in the public records of Martin County, Florida at ORB 882, page 2215; and

WHEREAS, the purpose of the application is to provide for the construction of a bank building on a 1.17 acre portion of the 6.39 acre original CPUD property; and

WHEREAS, the owners of the Property, Robert D. Merrick and Pauline M. Merrick, have agreed to said application for development approval as a condition of the sale of the Property to the Applicant; and

WHEREAS, the development application proposal of the Applicant requires an amendment to the existing CPUD to permit the construction of a bank on the Property; and

WHEREAS, the development proposal of the Applicant includes certain specific development documents identified below; and

WHEREAS, the Applicant has agreed to the conditions of development that are set forth below; and

WHEREAS, the City Commission held a properly noticed hearing at a regularly scheduled City Commission meeting to consider the application; and

WHEREAS, at the hearing the Applicant showed by substantial competent evidence that the application is consistent with the Comprehensive Plan of the City and with the procedural requirements of law; and

WHEREAS, the City Commission has determined that a denial of the application to amend the CPUD as provided in this ordinance would serve no legitimate

public purpose.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA that:

SECTION 1: The foregoing recitals are true and adopted as findings of fact and conclusions of law.

SECTION 2: The legal description of the Property is:

Parcel 1, Century Plaza, a P.U.D., according to the map or plat thereof as recorded in Plat Book 14, page 53 of the public records of Martin County, Florida, being in Section 9, Township 38 South, Range 41 East, Martin County, Florida.

SECTION 3: The "CPUD" Commercial Planned Unit Development District zoning classification as amended hereby is consistent with the Comprehensive Plan of the City of Stuart, Florida.

SECTION 4: The CPUD is amended as provided in this ordinance. Except as amended hereby, the existing terms and condition of the CPUD shall remain in full force and effect.

SECTION 5: DEVELOPMENT DOCUMENTS. The following documents, hereinafter the "Development Documents," are on file in the office of the City Development Department. These Development Documents shall be deemed a part of the development regulations applicable to the Property. The development of the Subject Property shall proceed in all respects according to the Development Documents prepared by Wolfberg Alvarez, 1500 San Remo Avenue, Coral Gables, Florida, for Project No. 2301600, last revised on June 18, 2004 being the "Master Site Plan and Site Plan," the "Landscape Plan," and the "Elevations."

SECTION 6: **DEVELOPMENT CONDITIONS.** The development of the Subject Property shall proceed in accordance with the development conditions identified herein as "Exhibit A," hereinafter the "Development Conditions." All of the Development Conditions shall be satisfied as required. Further, no building permits or other development orders or approvals will be issued by the City for any portion of the development until:

1. All conditions to issuance of development permits as provided in the LDR are satisfied.
2. Payment of the reimbursement of all City expenses as required by the LDR.
3. Payment of all permit, rezoning and other fees and charges due the City as required by the LDR.
4. Execution of an agreement in the form attached hereto as "Exhibit B."

In addition to the foregoing, if the completion of construction or development pursuant to the final development plan has not been accomplished as provided herein, or if the developer has in any other manner failed as determined by the city development director to comply with any term or condition of this ordinance, no development orders, building permits or certificates of occupancy will thereafter be issued by the city in relation to any development activity within the site. In such event the city development director shall notify the developer of the alleged breach and of the time, date and place of a hearing before the city commission at which the developer may appear and may contest the allegation of breach or explain the reason or reasons for the breach.

In the event a breach is found to have occurred, the city commission may initiate the process to amend this ordinance. In the event a breach is found to have

occurred, the city commission may also direct that the city development director initiate the process to rezone the Property or any portion of the Property.

Any breach of any provision or condition of this ordinance by the developer shall be considered a zoning violation subject to any remedies provided therefor in this ordinance, as well as any other remedies provided in this subsection. Any breach of any provision or condition of this ordinance by the developer shall also be considered a zoning violation subject to the jurisdiction of the city codes enforcement board.

In the event a breach by the developer is found to have occurred, the City Commission may impose a penalty. The penalty provision shall state that upon a finding by the City Commission that any condition of this PUD approval has been breached, the City Commission may impose a penalty of up to \$1,000.00 for each violation and each repeat violation that occurred. In the event the violation found is a continuing violation from day to day, each day the violation is found to have continued shall be deemed a separate violation.

SECTION 7: All ordinances or parts of ordinances in conflict with this ordinance or any part thereof be and the same are hereby repealed to the extent of such conflict.

SECTION 8: If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this ordinance that can be given effect without such invalid provision.

SECTION 9: This ordinance shall take effect immediately upon adoption at second reading.

PASSED on first reading this 28 day of June, 2004.

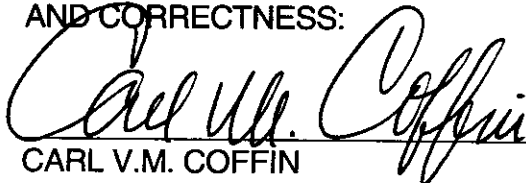
ADOPTED on second reading this 12 day of July, 2004.

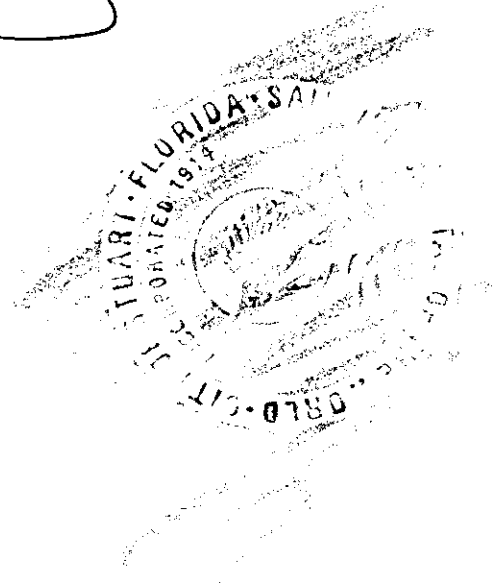
ATTEST:


CHERYL WHITE
CITY CLERK


JEFFREY A. KRAUSKOPF
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:


CARL V.M. COFFIN
CITY ATTORNEY



Colonial Bank

The following conditions are recommended to be incorporated into the approval of the project:

- 1) The project shall adhere to the Master Site Plan and Site Plan prepared by Wolfberg Alvarez Revision dated June 18, 2004; Project No. 2301600.
- 2) The project shall adhere to the Landscape Plan prepared by Wolfberg Alvarez Revision dated July 6, 2004; Project No. 2301600.
- 3) The project shall adhere to the Elevations prepared by Wolfberg Alvarez Revision dated June 18, 2004; Project No. 2301600.
- 4) Construction activity shall be limited to the hours of 7:00 a.m. to 7:00 p.m. Monday through Friday and 8:00 a.m. to 7:00 p.m. Saturday and Sunday. Water trucks shall be provided by the applicant as necessary to reduce dust generated on site during construction.
- 5) Outdoor storage and/or display of materials on the property are prohibited.
- 6) All pedestrian ways shall include reflective striping.
- 7) Any sidewalk damaged during construction shall be repaired or replaced at the expense of the applicant prior to the issuance of a certificate of occupancy for the project.
- 8) One flag pole is permitted on site. The flag pole shall not exceed 25 feet in height and the flag shall not exceed 24 square feet in area.
- 9) No news rack publications nor any type of publication shall be displayed beyond the interior of the building.
- 10) Street furniture provided on site, including the seating area benches, shall be of high quality and aesthetically pleasing appearance. Street furniture shall be approved by City staff prior to the issuance of a building permit. Its implementation shall be subject to subsequent inspection by the City.
- 11) A tree protective barrier plan shall be provided for review and approval by the City's landscape architect prior to construction activity and implementation of the plan shall be inspected by the City's landscape architect to ensure that no existing or transplanted vegetation is disturbed.
- 12) A Landscape Maintenance Agreement, executed in accordance with the City Land Development Regulations, shall be submitted for review and approval prior to the issuance of a Certificate of Occupancy.
- 13) In order to monitor the proper installation of landscape materials, material quality and long term maintenance of the site, a comprehensive schedule of inspections by an independent landscape professional chosen by the City shall be required. The inspections shall occur during the development process as well as twice a year for a minimum of two years after site development. In addition, a performance bond or letter of credit in the amount of 25% of the fair market value of landscape material to guarantee material replacement and maintenance shall be provided to the City prior to the issuance of a Certificate of Occupancy. The security will be held for 24 months after the C.O. is issued.
- 14) If at any time transplanted trees die or are damaged, the City will require a mitigation plan from the applicant. Replacement shall be at a 1:1.5 ratio.
- 15) The City's landscape inspector shall have the opportunity to inspect all trees and landscape material with the landscape architect prior to installation. The developer shall bear the pass-through fee for landscape consulting fees, not to exceed \$1,500.

EXHIBIT A

- 16) Interior landscape islands shall have a combination of trees, grass, groundcover and mulch.
- 17) "Hat racking" of trees on the property is prohibited.
- 18) All landscape areas shall be provided with an irrigation system of sufficient capacity to maintain the landscaping in a healthy growing condition. The irrigation system shall be designed, installed and maintained in such a manner as not to be a nuisance to adjacent properties and to the general public.
- 19) Lighting shall be designed to prevent direct glare, spillage offsite and interference with automotive and pedestrian traffic on adjacent streets and properties.
- 20) Light standards shall be located with adequate separation from shade trees to avoid conflicts as the trees mature.
- 21) Lighting and landscaping shall comply with CPTED standards, particularly drive-up and walk-up ATM facilities and doorways.
- 22) Banners are prohibited on the property.
- 23) Special events shall be limited to one per calendar year. A permit is required for each special event.
- 24) All regulatory agency permits shall be obtained by the applicant and copies provided to the City prior to the issuance of development permits. The SFWMD ERP modification must be submitted prior to final approval and an NPDES permit must be submitted prior to construction.
- 25) Development shall comply with the City's Concurrency Management System prior to the issuance of development permits.
- 26) Timetable for development shall be as follows:
 - A building permit shall be submitted no later than January 31, 2005 and a Certificate of Occupancy shall be issued no later than 24 months after issuance of development permits.

**FIRST AMENDMENT TO THIRD AMENDMENT
AND RESTATEMENT OF CENTURY PLAZA
PLANNED UNIT DEVELOPMENT ZONING AGREEMENT**

THIS AGREEMENT is made and entered into by and between **COLONIAL BANK, N.A.**, hereinafter referred to as "Owner"; and the **CITY OF STUART, FLORIDA**, hereinafter referred to as the "City"; and

W I T N E S S E T H:

WHEREAS, the City entered into that certain Commercial Planned United Development Agreement dated October 20, 1990, and recorded in Official Records Book 882, Page 2215, as amended and recorded in Official Records Book 907, Page 708; as amended and recorded in Official Records Book 969, Page 1711; as amended in Official Records Book 1323, Page 422, Florida; and as further amended by that Third Amendment and Reinstatement of Century Plaza Planned Unit Development Zoning Agreement dated July 9, 1998, along with the Declaration of Restrictive Covenants recorded August 3, 1998, in Official Records Book 1326, Page 238, all in the Public Records of Martin County; and

WHEREAS, R. D. Merrick and P. M. Merrick, his wife, prior owners, have deeded the following described real property to Colonial Bank, as current Owner, the legal description of which is as follows:

Parcel 1, CENTURY PLAZA, a P.U.D. according to the map or plat thereof as recorded in Plat Book 14, page(s) 53, Public Records of Martin County, Florida.

WHEREAS, Owner has applied for and City has agreed to the amendment of the PUD Century Plaza Commercial Planned United Development in order to provide for approval of a site plan for three thousand five hundred eighty (3,580) square foot branch of the Colonial Bank

OR BK01945 PG 0817

EXHIBIT B

as more specifically set forth herein and further, to provide for site approvals and a time frame for development as further set forth herein; and

WHEREAS, the Owner and City have determined that it is necessary and proper to amend the Third Amendment and Restatement of Century Plaza Planned Unit Development Zoning Agreement in order to provide for the approval as set forth herein.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is acknowledged by the parties signatures below, and includes the mutual benefits contained herein, the parties do hereby agree as follows:

I. RECITALS.

The above recitals are true and correct.

II. APPROVAL

The City does hereby approve the development of Parcel 1 which was identified as Phase 2 of the Century Plaza CPUD in the previous recorded Planned Unit Development for development of a Colonial Bank branch site substantially as set forth in the Plans attached and made a part hereof as Exhibit "A".

III. DEVELOPMENT.

The Owner agrees that this parcel will be undertaken and carried out in accordance with the following:

- 1) The project shall adhere to the Master Site Plan and Site Plan prepared by Wolfberg Alvarez Revision dated June 18, 2004; Project No. 2301600.
- 2) The project shall adhere to the Landscape Plan prepared by Wolfberg Alvarez Revision dated June 11, 2004; Project No. 2301600, with subsequent revision July 6, 2004.
- 3) The project shall adhere to the Elevations prepared by Wolfberg Alvarez

Revision dated June 18, 2004; Project No. 2301600.

- 4) Construction activity shall be limited to the hours of 7:00 a.m. and 7:00 p.m. Monday through Friday and 8:00 a.m. to 7:00 p.m. Saturday and Sunday. Water trucks shall be provided by the applicant as necessary to reduce dust generated on site during construction.
- 5) Outdoor storage and/or display of materials on the property are prohibited.
- 6) All pedestrian ways shall include reflective striping.
- 7) Any sidewalk damaged during construction shall be repaired or replaced at the expense of the applicant prior the issuance of a certificate of occupancy for the project.
- 8) One flag pole is permitted on site. The flag pole shall not exceed 25 feet in height and the flag pole shall not exceed 24 square feet in area.
- 9) No news rack publications nor any type of publication shall be displayed beyond the interior of the building.
- 10) Street furniture provided on site, including the seating area benches,, shall be of high quality and aesthetically pleasing appearance. Street furniture shall be approved by City staff prior to the issuance of a building permit, its implementation shall be subject to subsequent inspection by the City.
- 11) A tree protective barrier plan shall be provided for a review and approval by the City's landscape architect prior to construction activity and implementation of the plan shall be inspected by the City's landscape architect to ensure that no existing or transplanted vegetation is disturbed.
- 12) A Landscape Maintenance Agreement, executed in accordance with the City Land Development Regulations, shall be submitted for review and approval prior to the issuance of a Certificate of Occupancy.
- 13) In order to monitor the proper installation of landscape materials, material quality and long term maintenance of the site, a comprehensive schedule of inspections by an independent landscape professional chosen by the City shall be required. The inspections shall occur during the development process as well as twice a year for a minimum of two years after site development. In addition, a performance bond or letter of credit in the amount of 25% of the fair market value of landscape material to guarantee material replacement and maintenance shall be provided to the City prior to the issuance of a Certificate of Occupancy. The security will

be held for 24 months after the C.O. is issued.

- 14) If at any time transplanted trees die or are damaged, the City will require a mitigation plan from the applicant. Replacement shall be at a 1:1.5 ratio.
- 15) The City's landscape inspector shall have the opportunity to inspect all trees and landscape material with the landscape architect prior to installation. The developer shall bear the pass-through fee for landscape consulting fees, not to exceed \$1,500.00.
- 16) Interior landscape islands shall have a combination of trees, grass, groundcover and mulch.
- 17) "Hat racking" of trees on the property is prohibited.
- 18) All landscape areas shall be provided with an irrigation system of sufficient capacity to maintain the landscaping in a healthy growing condition. The irrigation system shall be designed, installed and maintained in such a manner as not to be a nuisance to adjacent properties and to the general public.
- 19) Lighting shall be designed to prevent direct glare, spillage offsite and interference with automotive and pedestrian traffic on adjacent streets and properties.
- 20) Light standards shall be located with adequate separation from shade trees to avoid conflicts as the trees mature.
- 21) Lighting and landscaping shall comply with CPTED standards, particularly drive-up and walk-up ATM facilities and doorways.
- 22) Banners are prohibited on the property.
- 23) Special events shall be limited to one per calendar year. A permit is required for each special event.
- 24) All regulatory agency permits shall be obtained by the applicant and copies provided to the City prior to the issuance of development permits. The SFWMD ERP modification must be submitted prior to final approval and an NPDES permit must be submitted prior to construction.
- 25) Development shall comply with the City's Concurrency Management System prior to the issuance of development permits.

26) Timetable for development shall be as follows:

A building permit shall be submitted no later than January 31, 2005, and a Certificate of Occupancy shall be issued no later than 24 months after issuance of development permits.

IV. VESTED RIGHTS.

The Owner shall have the right to develop the PUD in accordance with applicable laws, ordinances and regulations, the provisions and requirements of this Agreement, and the Development Documents. Failure to comply with any such provisions or requirements shall be deemed a breach of this Agreement.

V. DESTRUCTION.

In the event that all or a portion of the Planned Unit Development should be destroyed by a storm, fire or other common disaster, the Owner, its grantees, successors or assigns, shall have the right to rebuild and/or repair so long as there is strict compliance with the Development Documents.

VI. CHANGE OR AMENDMENT.

There shall at all time s be a strict adherence to the provisions of this Agreement and the Development Documents. Any change or amendment to this Agreement can only be made in accordance with the City Laws and Ordinances.

VII. JURISDICTION.

The parties hereto further agree that any and all suits or actions at law shall initially be brought in court exercising subject matter jurisdiction in and for Martin County, Florida, and no other jurisdiction.

VIII. SUCCESSORS AND ASSIGNS.

This Agreement shall be binding upon the parties hereto, their successors in interest, heirs, assigns and personal representatives.

IX. NOTICE.

All notices given pursuant to the terms of this Agreement or which any party may desire to give hereunder shall be in writing and delivered personally, telegraphed or sent registered or certified mail and shall be conclusively presumed to have given by such delivery.

All notices shall be given to each of the following:

OWNER: Colonial Bank, N.A.
1200 Brickell Avenue
Miami, Florida 33131
Attn: Julio Zaldivar, Jr., Vice-President, Regional Project Manager

COPY TO: Gibson & Loggins, P.A.
303 Banyan Blvd., Ste. 400
West Palm Beach, Florida 33401

CITY: City of Stuart
121 S. W. Flagler Avenue
Stuart, Florida 34994

The date of this Agreement shall be the date on which this Agreement was approved by the City Commission of the City of Stuart.

IN WITNESS WHEREOF, the parties hereunto have set their hands and seals.

Signed, Sealed and Delivered
in the presence of:

COLONIAL BANK, N.A.

Witness

(Print Name)

Witness

(Print Name)

By: Julio Zaldivar, Jr., Vice-President,
Regional Project manager

OR BK 01945 PG 0822

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2004, by **Julio Zaldivar, Jr., Vice President, Regional Project Manager of Colonial Bank, N.A.,** who _____ is personally known to me **OR** _____ who have produced _____ as identification and who did take an oath.

Print Name:

NOTARY PUBLIC - STATE OF FLORIDA

Commission No.:

Commission Expires:

(NOTARY SEAL)

ATTEST:

CITY OF STUART

City Clerk

By:

Its Mayor

APPROVED AS TO FORM

City Attorney

City of Stuart

Sailfish Capital of the World

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

ORDINANCE NUMBER 1958 - 03

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA PROVIDING AN AMENDMENT TO THE "CENTURY PLAZA COMMERCIAL PLANNED UNIT DEVELOPMENT" LOCATED AT 1892 S.E. FEDERAL HIGHWAY BEING PARCELS 2 THROUGH 5 (1.77 ACRES) OF THE CENTURY PLAZA PLANNED UNIT DEVELOPMENT DESCRIBED IN THE CENTURY PLAZA COMMERCIAL PLANNED UNIT DEVELOPMENT AGREEMENT DATED OCTOBER 20, 1990 RECORDED IN OFFICIAL RECORD BOOK 882, AT PAGE 2215, MARTIN COUNTY PUBLIC RECORDS, TO APPROVE A FINAL SITE PLAN AND PROVIDE FOR THE CONSTRUCTION THEREON OF AN 11,997 SQUARE FOOT BUILDING AND RELATED PARKING WITH LANDSCAPING; AMENDING THE ZONING MAP OF THE CITY ACCORDINGLY; APPROVING CERTAIN DEVELOPMENT DOCUMENTS; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, an application was properly filed by R.D. Merrick and P.M. Merrick, husband and wife, hereinafter the "Owner," to amend an existing Commercial Planned Unit Development, hereinafter "CPUD," being the "Century Plaza Commercial Planned Unit Development" located at 1892 S.E. Federal Highway relating to parcels 2 through 5 (1.77 acres) of the CPUD described in the Century Plaza Commercial Planned Unit Development Agreement dated October 20, 1990 recorded in Official Record Book 882, at page 2215, Martin County public records, to approve a final site plan and provide for the construction thereon of an 11,997 square foot

INSTR # 1734209
DR BK 01873 PG 1541
RECORDED 03/09/2004 12:25:14 PM
MARSHA EWING
CLERK OF MARTIN COUNTY FLORIDA
RECORDED BY T Copus (asst mgr)

building and related parking with landscaping; and

WHEREAS, the City Commission held a properly noticed hearing at a regular City Commission meeting on October 27, 2003 to consider the application for rezoning; and

WHEREAS, at the hearing the applicant showed by substantial competent evidence that the application is consistent with the Comprehensive Plan of the City and with the procedural requirements of law; and

WHEREAS, the City Commission has determined that a denial of the application to amend the RPUD as requested would serve no legitimate public purpose.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA that:

SECTION 1: The foregoing recitals are true and adopted as findings of fact and conclusions of law.

SECTION 2: A legal description of the Property is set forth in "Exhibit A" attached hereto and made a part hereof by reference. A map depicting the Property is attached hereto as "Exhibit B."

SECTION 3: The "CPUD" Commercial Planned Unit Development District zoning classification, as amended hereby, is consistent with the Comprehensive Plan of the City of Stuart, Florida.

SECTION 4: The Property is zoned "CPUD" Residential Planned Unit Development District and the CPUD conditions are hereby amended as provided below. The zoning map of the City shall be amended in proper part to reflect this amendment.

SECTION 5: DEVELOPMENT DOCUMENTS. The following documents file in the office of the City Development Department prepared by

Lucido and Associates shall be deemed a part of the development regulations applicable to the Property:

1. The "MASTER PLAN" last revised October 9, 2003 and filed with the City Development Department.
2. The "FINAL SITE PLAN" last revised October 9, 2003 and filed with the City Development Department.
3. The "LANDSCAPE PLAN" last revised October 9, 2003 and filed with the City Development Department.
4. The "LANDSCAPE SPECIFICATIONS" last revised September 16, 2003 and filed with the City Development Department.
5. The elevations prepared by Joseph P. McCarty of Stuart, Florida last dated November 3, 2003 and filed with the City Development Department.

SECTION 6: DEVELOPMENT CONDITIONS. No building permits or other development orders or approvals will be issued by the City for any portion of the development until all conditions of development set forth on "Exhibit C" attached hereto are satisfied.

SECTION 7: All ordinances or parts of ordinances in conflict with this ordinance or any part thereof be and the same are hereby repealed to the extent of such conflict.

SECTION 8: If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable. Except as amended hereby, all prior ordinances pertaining to the PUD shall remain in full force and effect.

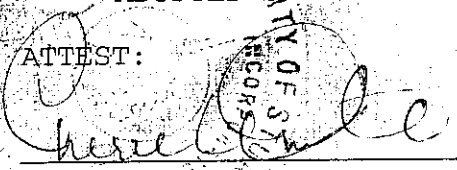
SECTION 9: This ordinance shall take effect immediately upon

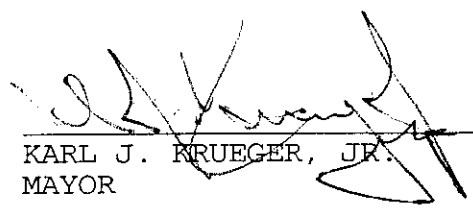
adoption at second reading.

PASSED on first reading this 27th day of October, 2003.

ADOPTED on second reading this 24th day of November, 2003.

ATTEST:


CHERIE WHITE
CITY CLERK


KARL J. KRUEGER, JR.
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:


CARL V.M. COFFIN
CITY ATTORNEY

EXHIBIT "A"

All that part of the South 300 feet of the North 630 feet of the Southeast Quarter of Section 9, Township 38 South, Range 41 East, lying west of U.S. Highway #1, less the West 660 feet, Martin County, Florida.

AND

Begin at a point of intersection of the South line of the North 630.55 feet of the Southeast Quarter of Section 9, Township 38 South, Range 41 East, and the Westerly right of way line of U.S. Highway No. 1, said point of intersection being on the South line of lands heretofore conveyed by C. Pauline Minor, joined by her husband, John E. Minor, to Melvin D. Arnold, by Deed filed for record December 7, 1966, and recorded in Official Records Book 191, page 251, Martin County, Florida public records; thence run South $48^{\circ}32'18''$ West along a line perpendicular to said U.S. Highway No. 1 a distance of 600 feet to a concrete monument; thence run North $41^{\circ}27'42''$ West, parallel to said U.S. Highway No. 1, a distance of 546.06 feet to an intersection with the aforesaid South line of the North 630.55 feet of the Southeast Quarter of Section 9, which line is also the South line of that property described in above Official Records Book 191, page 251; thence run South $89^{\circ}09'22''$ East along said South line a distance of 811.29 feet to the point of beginning.

LESS AND EXCEPTING from the above parcels the following, to wit:

Begin at the Point of Intersection of the South line of the North 630.55 feet of the Southeast Quarter of Section 9, Township 38 South, Range 41 East, and the Westerly right of way line of U.S. Highway No. 1, said point of intersection being on the South line of land heretofore conveyed by C. Pauline Minor to Melvin D. Arnold by Deed recorded in Official Records Book 191, page 251, Martin County, Florida public records; thence run S $48^{\circ}32'18''$ West, along a perpendicular to said U.S. No. 1 at said Point of Intersection, a distance of 600.00 feet; thence run N $41^{\circ}27'42''$ West, parallel to said U.S. No. 1, a distance of 160.41 feet; thence run North $48^{\circ}32'18''$ East a distance of 600 feet to a point of intersection with the Westerly right of way line of U.S. Highway No. 1; thence run Southeasterly along said Westerly right of way line a distance of 160.41 feet to the point of beginning.



Goodwill Retail Center

OR BK 01873 PG 154E



EXHIBIT B



- 1) The project shall adhere to the Master Site Plan prepared by Lucido & Associates, Inc., dated 5/26/03. Project # 1405.
- 2) The project shall adhere to the Site Plan prepared by Lucido & Associates, Inc., dated 5/26/03. Project # 1405.
- 3) The project shall adhere to the Landscape Plan prepared by Lucido & Associates, Inc., dated 5/26/03. Project # 1405.
- 4) The project shall adhere to the Building Elevations prepared by Joseph P. McCarty, Architect Inc.
- 5) All necessary City Departments shall review and approve the development proposal prior to the issuance of any Development Permits.
- 6) All regulatory permits shall be obtained by the applicant and copies provided to the City prior to the issuance of any building permits.
- 7) The developer shall comply with the following Time Table of Development as follows:

Obtain Building Permits	December 31, 2005
Obtain Certificate of Occupancy	December 31, 2006
- 8) Final Engineering drawings shall be reviewed and approved by the City's Engineer.
- 9) No temporary or modular buildings are to be permitted on the property.
- 10) Storage sheds are prohibited on the property.
- 11) Outdoor storage is prohibited on the property.
- 12) A detection device shall be installed at the delivery drop-off area to signal Goodwill employees that a customer needs assistance and to avoid drop-off items sitting outdoors for lengthy periods of time.
- 13) All buildings shall be painted a muted color. The exterior paint colors for the entire project (roofs and exterior walls) shall be in accordance with the Commercial Development Design Standards.
- 14) Any existing sidewalks damaged during construction shall be replaced, prior to the issuance of a Certificate of Occupancy.
- 15) Wall signage or fixed projected signs shall include individual illuminated letters or letters which are lighted from behind via "backlighting". In no instance shall any sign be permitted which includes scrolling, flashing, or blinking letters or symbols. Neon is prohibited.
- 16) Banners and any other sign or advertising device not in accordance with the City's Land Development Regulations are prohibited on the property.
- 17) If at any time, relocated Oak Trees fail to survive a mitigation plan for replacement of trees shall be reviewed and approved by staff.
- 18) All exterior service elements, such as air conditioner compressors, will be placed in an inconspicuous location and buffered via landscaping.

EXHIBIT 

- 19) All Backflow preventers shall not exceed 18" (inches) in height and shall be visually screened with opaque landscape material.
- 20) The location of all dumpsters and other trash receptacles, lift stations and back flow preventers shall be totally screened with an opaque, masonry wall, decorative or wood fence of appropriate height to conceal it from any public right-of-way. Where possible, dumpsters, trash receptacles, lift stations, and back flow preventers shall be sited so as to not be visible from the public right-of-way. When practicable, all enclosed equipment shall be painted either black or dark green or any other color subject to approval by the City Development Director. A note has not been added to the site plan.
- 21) All mechanical equipment associated with the building shall be screened from view from any dedicated right-of-way, so as to preclude any the creation of any noise or visual pollution.
- 22) Special events shall be limited to four per calendar year. A permit is required for each special event.
- 23) The Development shall comply with the City's and/or Martin County's Concurrency Management System prior to the issuance of development permits. A concurrency reservation certificate shall be binding upon the applicant meeting the following three standards:
 - 1) Site Plan construction approval;
 - 2) The issuance of building permits to commence construction; and
 - 3) Payment of all applicable impact and permit fees.
- 24) A Landscape Maintenance Agreement, executed in accordance with the City Land Development Regulations, shall be submitted for review and approval prior to the issuance of a Certificate of Occupancy.
- 25) In order to monitor the proper installation of landscape materials, material quality and long term maintenance of the site a letter of credit in the amount of 25% of the fair market value of landscape material shall be provided to the City prior to the issuance of a Certificate of Occupancy to guarantee material replacement and maintenance. The security will be held for three years.
- 26) The Preserve Area shall be kept free of exotic tree and plant species and kept free of trash and debris in perpetuity.
- 27) Site lighting shall not exceed 16 feet above grade as proposed by the applicant. Lighting shall be designed and installed so the light source does not shine directly onto adjacent residential uses or a residential zoning district. Light emanating from a proposed non-residential use shall not exceed .2 foot candles as measured at the common boundary.
- 28) Exterior building wall lighting shall be decorative in nature.

[Space Above This Line for Recording Data]

**FOURTH AMENDMENT TO
CENTURY PLAZA CPUD
PLANNED UNIT DEVELOPMENT ZONING AGREEMENT**

THIS AGREEMENT, made and entered into this 27 day of February, 2004, by M & A Development, Inc., hereinafter collectively referred to as "Owner", and the CITY OF STUART, FLORIDA, a municipal corporation of the State of Florida, hereinafter referred to as the "City".

W I T N E S S E T H :

WHEREAS, the Owner and City entered into that certain Commercial Planned Unit Development Zoning Agreement dated October 20, 1990, and recorded in Official Records Book 882, page 2215, of the Public Records of Martin County, Florida (the "Original PUD"); and

WHEREAS, on March 30, 1998, the City approved the Third Amendment and Restatement of the Original PUD, which is recorded in Official Records Book 1323, page 422, of the Public Records of Martin County, Florida (the "Restated PUD");

WHEREAS, the Timetable of Development for Phase 3 (Lots 2 through 5 as shown on the approved Master Plan) has expired and Owner desires to extend the dates for commencing and completing construction and, by way of this Amendment, obtain Final Development Plan approval of Phase 3 by the City;

NOW, THEREFORE, it is agreed between Owner and City as follows:

1. Owner and City agree that Phase 3 of the Restated PUD shall be developed in accordance with the Final Development Plan approved with this Amendment as shown on Exhibit "A", as attached hereto and made a part hereof.

2. The Timetable of Development for Phase 3 is amended as follows:

<u>PHASE</u>	<u>LOT #</u>	<u>COMMENCE CONSTRUCTION</u>	<u>COMPLETE CONSTRUCTION</u>
3	2-5	December, 2003	December, 2004

3. All the terms and conditions of the Restated PUD Agreement which are not specifically amended or revised by this Amendment shall remain in full force and effect as stated therein.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the dates indicated below.

Signed, sealed and delivered
in the presence of:

OWNER:

(Print Name Beneath Signature)

Alan N. Jacobson
Alan N. Jacobson, President

(Print Name Beneath Signature)

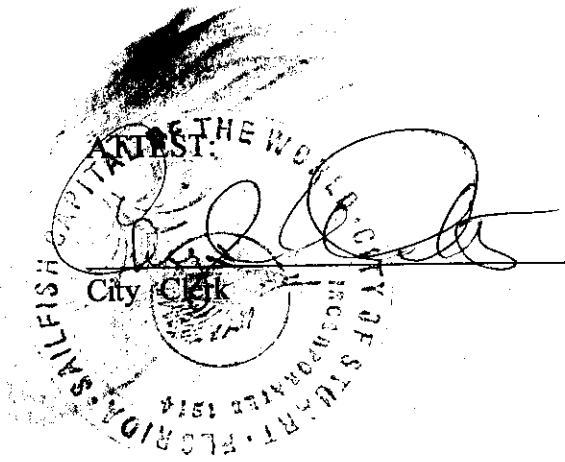
STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this 27th day of February, 2004, by Alan N. Jacobson, who [] is personally known to me or [X] has produced A Florida Driver's License as identification.

(Notarial Seal)

Mary A. Ghianuly
(Print Name Beneath Signature)
NOTARY PUBLIC
My Commission Expires:

 Mary A. Ghianuly
My Commission DD002058
Expires February 18, 2005



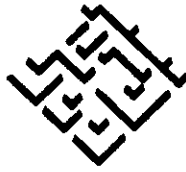
CITY OF STUART

By: W. H. King, its Mayor

APPROVED AS TO FORM AND
CORRECTNESS:

Carl W. Coffin
City Attorney

Instrument Prepared By:
Lucido & Associates
701 E. Ocean Boulevard
Stuart, FL 34994



LUCIDO & ASSOCIATES
LANDSCAPE ARCHITECTURE LAND PLANNING

TRANSMITTAL

To: Doug Schramm
City of Stuart

From: Tracey Street
Date: February 27, 2004
Subject: Century Plaza CPUD
Ref. No.: 1405.01

☒ Hand Delivery	☒ Please Review	☐ Please Comment	☒ Attachments	☒ Please Recycle
---	---	---	---	--

As requested, please find three copies of the revised PUD Agreement reflecting current owner information. Feel free to call if you need any additional information.

City of Stuart

121 S. W. Flagler Avenue • Stuart • Florida 34994

Cherie White
City Clerk

PHONE 772-288-5306
FAX (772) 288-5305
Email cwhite@ci.stuart.fl.us

March 5, 2004

Clerk of the Circuit Court
Recording Office
P.O. Box 9016
Stuart, Fl. 34995

SUBJECT: Ordinance 1958-03 CPUD/Fourth Amendment Century Plaza

Please record the above-mentioned original documents and return to the office of the City Clerk at the address indicated above.

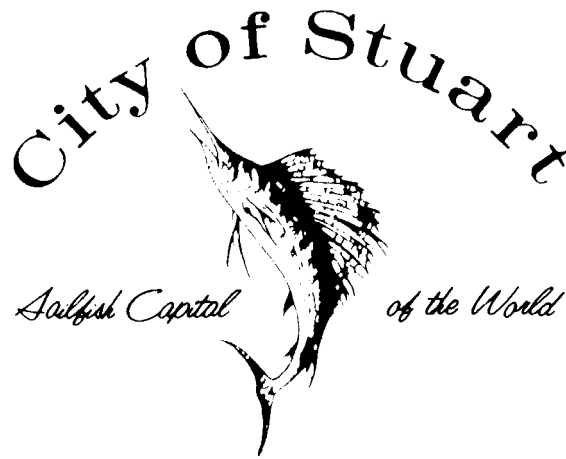
If you have any questions please feel free to give me a call.

Thank you,

Cherie White, CMC

Cherie White, CMC
City Clerk

Enc. 11pages



MARSHA STILLER
CLERK OF CIRCUIT COURT
MARTIN CO. FL
01309584

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

ORDINANCE NUMBER 1632 - 98

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA TO AMEND A COMMERCIAL PLANNED UNIT DEVELOPMENT OF 3.41 ACRES OF REAL PROPERTY LOCATED ON THE NORTH SIDE OF U.S. HIGHWAY 1 NORTH OF ITS INTERSECTION WITH CENTRAL PARKWAY IN THE CITY KNOWN AS THE "CENTURY PLAZA COMMERCIAL PLANNED UNIT DEVELOPMENT" TO PROVIDE FOR THE CONSTRUCTION OF SUBURBAN LODGE ON A PORTION THEREOF; DECLARING THE CPUD DEVELOPMENT TO BE CONSISTENT WITH THE COMPREHENSIVE PLAN OF THE CITY; REVISING THE ZONING MAP ACCORDINGLY; IDENTIFYING AND APPROVING THE DEVELOPMENT DOCUMENTS; ESTABLISHING CERTAIN GENERAL DEVELOPMENT RESTRICTIONS AND CONDITIONS AND CERTAIN RESTRICTIONS AND CONDITIONS RELATING TO THE ISSUANCE OF BUILDING PERMITS AND CERTIFICATES OF OCCUPANCY; REPEALING ALL ORDINANCES IN CONFLICT HERewith; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

RECORDED & VERIFIED
BY
98-JUL-16 AM 9:42

* * * * *

WHEREAS, an application for the rezoning of certain real property located within the City of Stuart, Florida, hereinafter the "Property," was properly filed on October 27, 1997 on behalf of the owner of the Property by agent Terence McCarthy, Esquire; and

WHEREAS, the City Commission held a properly noticed

1 quasi-judicial hearing at its regular City Commission meeting on
2 March 9, 1998 to consider the application for rezoning the Property
3 to a Commercial Planned Unit Development (CPUD); and

4 WHEREAS, at the hearing the applicant showed by
5 substantial competent evidence that the application is consistent
6 with the Comprehensive Plan of the City and with the procedural
7 requirements of law; and

8 WHEREAS, the City Commission has determined that a
9 denial of the application to rezone the Property would serve no
10 legitimate public purpose.

11 NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF
12 THE CITY OF STUART, FLORIDA that:

13
14 SECTION 1: The foregoing recitals are true and adopted as
15 findings of fact and conclusions of law.

16 SECTION 2: A legal description of the Property is set forth in
17 "Exhibit A" attached hereto and made a part hereof by reference.

18 SECTION 3: The existing Commercial Planned Unit Development
19 (CPUD) is hereby amended as provided herein. That certain
20 development agreement, a copy of which is attached hereto as
21 "Exhibit B," is hereby approved and shall be executed by the City
22 and recorded in the Martin County, Florida public records.

23 SECTION 4: The CPUD zoning classification as amended hereby is
24 consistent with the Comprehensive Plan of the City of Stuart,
25 Florida.

26 SECTION 5: The zoning map of the City shall be amended in
27 proper part to reflect this amendment.

SECTION 6: The following documents described below, on file as public records of the City at the office of the City Development Department in City Hall, hereinafter the "Development Documents," shall be deemed a part of the development regulations applicable to the Property:

1. Prepared by Lucido & Associates:

- a. The "Master PUD Site Plan" hereinafter the "Site Plan," dated 10/14/97, Job No. 7340, and last revised 3/2/98, being "Exhibit C" attached hereto.
- b. The "Landscape Plan," dated 10/14/97, Job No. 7340, and last revised 3/2/98, being "Exhibit D" attached hereto.
- c. The "Sign Data Site Plan" dated 3/11/98 being "Exhibit E" attached hereto.

2. The site plan and native vegetation site plan prepared by Keith & Schnars, P.A. dated January 1998, Project No. 1995-C1 and 1995-C2.

Except as otherwise provided herein, no building permits, certificates of occupancy or other development orders or approvals shall be issued by the City except in compliance with the aforesaid Development Documents. Failure to comply with the Development Documents, or with any term or condition of development set forth in this ordinance, shall be deemed a zoning violation and no further building permits, certificates of occupancy or other development approvals shall be issued by the City until the violation has been resolved.

SECTION 7: The Development Documents describe a development of three phases. The first phase is a motel use. The second and third phases will be developed in the future subject to an amendment to this CPUD.

1 SECTION 8: The rezoning of the Property is subject to the
2 following restrictions and conditions:

3 1. GENERAL RESTRICTIONS AND CONDITIONS

- 4 a. Only one access point shall be provided on U.S.
5 Highway 1.
6
7 b. Maximum lot coverage shall not exceed 65%.
8
9 c. Only two monument signs shall be constructed along
10 the U.S. 1 right-of-way frontage. Total combined
11 square footage for both signs shall not exceed
12 150 square feet in area and neither will exceed a
13 height of 15.5 feet above existing grade.
14
15 d. No pylon signs shall be permitted. Signage for
16 parcels 3 through 5 shall be monument signs 6 feet
17 by 6 feet maximum in accordance with the 8.03.02(A)
18 of the City of Stuart Land Development Regulations.
19
20 e. Undeveloped areas shall be maintained free of
21 debris, orderly in appearance and mowed.
22
23 f. No vehicle storage or vehicles sales shall be
24 permitted in the site.
25
26 g. On or before March 1, 1999, the operator of the
27 facility shall report the condition of all native
28 vegetation to the City Development Department. For
29 every pine tree that has not survived, either two
30 oak trees not less than 14 feet in height or five
31 pine trees of not less than eight feet in height
32 shall be planted on the site at locations approved
33 by the City Development Department.
34
35 h. An area equivalent to 0.54 acres of native
36 vegetation shall be preserved on the site and 0.41
37 areas of new native vegetation shall be planted on
38 the site as shown on the landscape plan development
39 document.
40
41 i. Transplanted vegetation shall be maintained in
42 healthy growing condition. Materials which do not
43 survive for a period of one year shall be replaced.
44
45 j. The supplemental native plantings to the existing
46 native vegetation areas shall include understory of
47 faxahatchee grass and saw palmetto. Fifty percent
48 (50%) of the existing native vegetation areas shall

be supplemented with said plantings.

k. The native vegetation planted in the newly created flatwood, hammock, and cypress preserve areas shall be maintained and those that do not survive shall be replaced in accordance with the approved landscape plan.

l. The 6 foot masonry wall shall be maintained in good condition and kept in a clean and orderly fashion.

m. The motel units shall not be converted into any other kind of accommodations including but not limited to a boarding house, rooming house, apartment house or adult congregate living facility.

n. No building shall exceed the maximum height permitted by the City development regulations.

o. Timetable for Development:

<u>PHASE</u>	<u>DESCRIPTION</u>	<u>BEGIN</u>	<u>COMPLETE</u>
PHASE 1	(motel site, access tract, preserve tract)	4/1/98	4/30/99
PHASE 2	(LOT 1)	4/1/00	4/30/01
PHASE 3	(LOTS 2 - 5)	4/1/01	4/30/03

p. Prior to July 1, 1998, payment to the City of \$25,000 to be used by the City to provide affordable housing.

2. PRIOR TO ISSUANCE OF ANY BUILDING PERMITS FOR PHASE 1

a. An on-site inspection shall be done to ensure that native vegetation areas to be preserved will be protected and barricaded by hay bales during construction.

b. A plat of the entire site shall be filed by the developer and recorded in the public records of Martin County, Florida. The plat shall indicate the native vegetation areas preserved as such.

c. A master association will be formed to provide for the maintenance of the common areas including the landscaping along the entrance drive, retention pond, and native preserve area.

- 1
2 d. The development shall comply with the City's
3 concurrency management system.
4
5 e. All required regulatory permits shall be obtained
6 including the FDOT approval for the curb-cut on
7 U.S. Highway 1. Copies of such permits shall be
8 provided to the City Development Department.
9

10 3. PRIOR TO ISSUANCE OF ANY CERTIFICATES OF OCCUPANCY FOR
11 PHASE 1
12

- 13 a. Sidewalks damaged during construction including the
14 sidewalk along U.S. Highway 1 shall be repaired or
15 replaced.
16
17 b. A six foot wide sidewalk shall be constructed along
18 the south side of the access drive. Sidewalks
19 along the access driveway for each interior lot
20 shall be subject to site plan approval.
21
22 c. A six foot high masonry wall shall be constructed
23 along the entire western property line. Plantings
24 along the buffer wall facing the Town Park project
25 shall be approved by the Town Park Condominium
26 Association.
27
28 d. The solid waste dumpster shall be buffered with a
29 six foot masonry wall and opaque metal gates,
30 landscaped according to the landscape plan
31 development document. The dumpster shall be
32 relocated upon direction to do so by the City
33 Development Department.
34
35 e. A final lighting plan shall be reviewed by the City
36 Police Department to assure there is no negative
37 impact or interference with aesthetics of the
38 surrounding area or with public safety and
39 convenience.
40
41 f. All required buffers, buffer walls, landscaping,
42 preserve areas, drainage areas and access drives
43 shall be constructed with Phase 1/Parcel 6.
44

45 SECTION 9: All ordinances or parts of ordinances in conflict
46 with this ordinance or any part thereof be and the same are hereby
47 repealed to the extent of such conflict.

SECTION 10: If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

SECTION 11: If any provision of this ordinance conflicts with any contractual provision between the City and the developer of the site, this ordinance shall prevail.

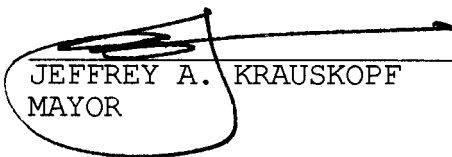
SECTION 12: This ordinance shall take effect immediately upon adoption at second reading.

PASSED on first reading this 9th day of March, 1998.

ADOPTED on second reading this 30th day of March, 1998.

ATTEST:


DIANNE M. O'DONNELL
CITY CLERK


JEFFREY A. KRAUSKOPF
MAYOR

APPROVED AS TO CORRECTNESS
AND TO FORM:

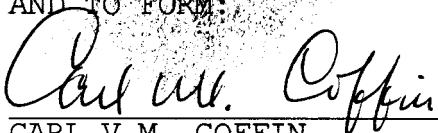

CARL V.M. COFFIN
CITY ATTORNEY

EXHIBIT "A"

All that part of the South 300 feet of the North 630 feet of the Southeast Quarter of Section 9, Township 38 South, Range 41 East, lying West of U.S. Highway One, less the West 600 feet, Martin County, Florida.

AND

Begin at the point of intersection of the South line of the North 630.55 feet of the Southeast Quarter of Section 9, Township 38 South, Range 41 East, and the Westerly right of way line of U.S. Highway One, said point of intersection being on the South line of lands heretofore conveyed by C. Pauline Minor, joined by her husband, John E. Minor, to Melvin D. Arnold, by Deed filed for record December 7, 1968, and recorded in Official Records Book 191, Page 251, Martin County, Florida, public records; thence run South 48 degrees 32'18" West along a line perpendicular to said U.S. Highway One a distance of 600 feet to a concrete monument; thence run North 41 degrees 27'42" West, parallel to said U.S. Highway One a distance of 346.06 feet to an intersection with the aforesaid South line of the North 630.55 feet of the Southeast Quarter of Section 9, which line is also the South line of that property described in the above Official Records Book 191, Page 251; thence run South 89 degrees 09'22" East along said South line a distance of 811.29 feet to the point of beginning.

LESS AND EXCEPTING from the above parcels the following, to wit:

Begin at the Point of Intersection of the South line of the North 630.55 feet of the Southeast Quarter of Section 9, Township 38 South, Range 41 East, and the Westerly right of way line of U.S. Highway One, said point of intersection being on the South line of land heretofore conveyed by C. Pauline Minor to Melvin D. Arnold by Deed recorded in Official Records Book 191, Page 251, Martin County, Florida, public records; thence run S 48 degrees 32'18" West, along a line perpendicular to said U.S. Highway One at said Point of Intersection, a distance of 800.00 feet; thence run N 41 degrees 27'42" West, parallel to said U.S. Highway One, a distance of 160.41 feet; thence run North 48 degrees 32'18" East a distance of 600 feet to a point of intersection with the Westerly right of way line of U.S. Highway One; thence run Southeasterly along said Westerly right of way line a distance of 160.41 feet to the point of beginning.

The above described property consists of 6.35 acres more or less.

EXHIBIT A

To ORD 1632-98

OFFICIAL RECORDS

**THIRD AMENDMENT AND RESTATEMENT OF CENTURY PLAZA
PLANNED UNIT DEVELOPMENT ZONING AGREEMENT**

THIS AGREEMENT is made and entered into by and between R.D. MERRICK AND P.M. MERRICK, HIS WIFE, hereinafter collectively referred to as "Owner", and the CITY OF STUART, FLORIDA, hereinafter referred to as the "City".

W I T N E S S E T H:

WHEREAS, the Owner and the City entered into that certain Commercial Planned Unit Development Zoning Agreement dated October 20, 1990, and recorded in Official Records Book 882, page 2215, of the Public Records of Martin County, Florida (the "Original PUD"); and

WHEREAS, the Timetable of Development incorporated into the Original PUD has expired and the Owner does not intend to develop the property in accordance with its Original PUD; and

WHEREAS, the Owner and the City have determined that it is necessary and proper to amend and restate the Original PUD.

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

I. ORIGINAL PUD.

The Original PUD is amended and restated in its entirety by this PUD Agreement. All development of the property legally described in Exhibit "A" attached hereto shall be in accordance with the terms and conditions of this PUD Agreement.

EXHIBIT "B"
To ORD 1632-98

II. UNIFIED CONTROL.

The Owner hereby warrants that it has unified ownership of all real property included in this PUD. Documents certifying title are attached hereto and incorporated herein as Exhibit "B".

III. DEVELOPMENT.

The Owner agrees that this PUD will be undertaken and carried out in accordance with the following:

It is agreed and understood that the development of the PUD shall be accomplished in accordance with the following described documents on file in the office of the City Development Department (Said documents are hereinafter referred to as the "Development Documents"):

1. The site plan and native vegetation site plan prepared by Keith and Schnars, P.A. dated January, 1998, Project No. 1995-C1 and 1995-C2.

2. The Master PUD Site Plan prepared by Lucido & Associates, dated October 14, 1997, Job Number 7340, last revision date February 10, 1998.

3. The Landscape Plan prepared by Lucido & Associates, dated October 14, 1998, Job Number 7340, last revision dated February 10, 1998.

4. The timetable for the development as officially adopted by the City and agreed to by Owner, as shown in Exhibit "C", attached hereto and made a part hereof, shall be strictly adhered to by the Owner.

The conditions and requirements adopted or imposed by the City in the process of the approval of the zoning change to PUD for the property which requirements are set forth in Exhibit "D", attached hereto and made a part hereof shall be strictly adhered to by the Owner.

All permits and authorizations shall be granted in accordance with such laws, ordinances and regulations as may be in effect at the time of such approval to include building permits and road opening permits.

IV. VESTED RIGHTS.

The Owner shall have the right to develop the PUD in accordance with applicable laws, ordinances and regulations, the provisions and requirements of this Agreement, and the Development Documents. Failure to comply with any such provisions or requirements shall be deemed a breach of this Agreement and Section VI of this Agreement shall be applicable.

V. DESTRUCTION.

In the event that all or a portion of the Planned Unit Development should be destroyed by a storm, fire or other common disaster, the Owner, its grantees, successors or assigns, shall have the right to rebuild and/or repair so long as there is strict compliance with the Development Documents.

VI. CHANGE OR AMENDMENT.

There shall at all times be a strict adherence to the provisions of this Agreement and the Development Documents. Any

change or amendment to this Agreement can only be made in accordance with the City Laws and Ordinances.

VII. BREACH OF AGREEMENT.

1. Scheduling Delays; Violations. In the event that the Owner, its successors or assigns, has fallen behind the agreed development construction schedule, as set forth in Exhibit "C", by three (3) months or more, or has violated any of the terms of this PUD Agreement in any material respect, the City may serve notice to the Owner in writing of the date and place of a public hearing, at which time the Owner will be given an opportunity to explain the reasons for the scheduling delays and/or violation of the terms of this Agreement and to propose a method of fulfilling its obligations under this Agreement. The City may, at its discretion, allow the applicant time to demonstrate its willingness to meet the City's conditions.

After notice as set forth above, all further development approvals shall be withheld for the PUD property, until such time as the obligations of this Agreement are fulfilled or until such time as the City has pursued to completion all remedies available to it in the event of a breach.

2. Comprehensive Plan or Zoning Amendment.

- (a) If at the end of a reasonable period of time, in no case more than three (3) months from the date notice is served on the Owner, as described above, the Owner is clearly unable or unwilling to abide by this Agreement, the

City may initiate a comprehensive plan land use amendment to cause the property to revert to its immediately pre-existing land use designation or to the most appropriate land use designation for property involved and may advertise for a public hearing on this PUD, the purpose of which shall be to cause the property to revert to its immediately pre-existing zoning classification or to rezone the property to the most appropriate zoning classification.

Public hearings on such land use and/or zoning amendments shall follow those procedures in effect for voluntary requests for land use amendments and rezonings, including any applicable hearings before the local planning agency and the planning and zoning commission.

(b) In the event of such breach of a PUD agreement, or if the conditions of this Agreement have in some other manner been clearly violated, and the reversion of the property to its prior zoning classification or rezoning of the property to a new zoning classification, no further building permits shall be issued to the Owner (or to its

successors in interest) based upon the final development plan. Those portions of the property which may have buildings or structures construed upon them in conformity with the final development plan shall thenceforth be regarded as nonconforming uses with respect to the revised zoning classification.

3. Remedies Not Exclusive. The above provisions shall not be interpreted to provide any exclusive remedy, and the City may pursue any appropriate remedy at law or equity in the event the Owner (or its successors in interest) fails to abide by the provisions of this Agreement.

VIII. JURISDICTION.

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

IX. SUCCESSORS AND ASSIGNS.

This Agreement shall be binding upon the parties hereto, their successors in interest, heirs, assigns and personal representatives.

X. NOTICE.

All notices given pursuant to the terms of this Agreement or which any party may desire to give hereunder shall be in writing and delivered personally, telegraphed or sent registered or certified mail and shall be conclusively presumed to have given by

such delivery. All notices shall be given to each of the following:

OWNER: R.D. Merrick and P.M. Merrick
Upton Manor
Upton E. Knoyle
Wiltshire, UK SP3BW6

COPY TO: Loren Bodem, Esq.
815 Colorado Avenue
Suite 305
Stuart, FL 34994

CITY: City of Stuart
121 S.W. Flagler Avenue
Stuart, FL 34994

The date of this Agreement shall be the date on which this Agreement was approved by the City Commission of the City of Stuart.

IN WITNESS WHEREOF, the parties hereto have set their

hands and seals

Witness Signature

Witness Printed Name

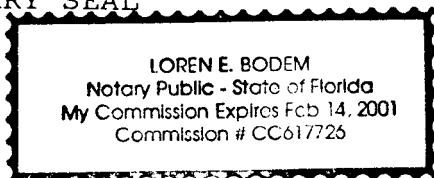
Witness Signature

Witness Printed Name

STATE OF Florida
COUNTY OF Martin

The foregoing instrument was acknowledged before me this 9th day of July, 1998, by R.D. MERRICK AND P.M. MERRICK, HIS WIFE. They [☒] are personally known to me [☐] have produced as identification

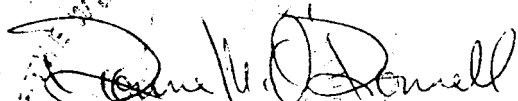
NOTARY SEAL



Notary Public

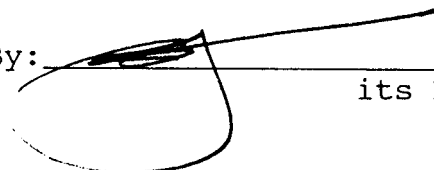
Printed Name

ATTEST:

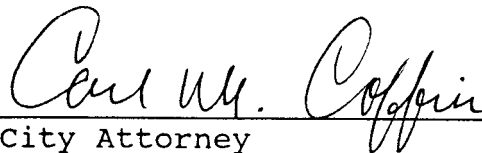


City Clerk

CITY OF STUART

By: _____
its Mayor

APPROVED AS TO FORM



City Attorney

This instrument prepared by:
Terence P. McCarthy, Esq.
McCarthy, Summers, Bobko, McKey,
Wood & Sawyer, P.A.
2081 E. Ocean Blvd., 2nd Floor
Stuart, Florida 34996

F:\USERS\TPM\PUDAGR.OMN (MARCH 23, 1998)

ALL THAT PART OF THE SOUTH 300 FEET OF THE NORTH 630 FEET OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 38 SOUTH, RANGE 41 EAST, LYING WEST OF U.S. HIGHWAY NO. 1, LESS THE WEST 660 FEET, MARTIN COUNTY, FLORIDA. Page 31 of 128

AND

BEGIN AT A POINT OF INTERSECTION OF THE SOUTH LINE OF THE NORTH 630.55 FEET OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 38 SOUTH, RANGE 41 EAST, AND THE WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1, SAID POINT OF INTERSECTION BEING ON THE SOUTH LINE OF LANDS HERETOFORE CONVEYED BY C. PAULINE MINOR, JOINED BY HER HUSBAND, JOHN E. MINOR, TO MELVIN D. ARNOLD, BY DEED FILED FOR RECORD DECEMBER 7, 1966, AND RECORDED IN OFFICIAL RECORDS BOOK 191, PAGE 251, MARTIN COUNTY, FLORIDA PUBLIC RECORDS; THENCE RUN SOUTH 48°32'18" WEST ALONG A LINE PERPENDICULAR TO SAID U.S. HIGHWAY NO. 1, A DISTANCE OF 600 FEET TO A CONCRETE MONUMENT; THENCE RUN NORTH 41°27'42" WEST, PARALLEL TO SAID U.S. HIGHWAY NO. 1, A DISTANCE OF 546.06 FEET TO AN INTERSECTION WITH THE AFORESAID SOUTH LINE OF THE NORTH 630.55 FEET OF THE SOUTHEAST QUARTER OF SECTION 9, WHICH LINE IS ALSO THE SOUTH LINE OF THAT PROPERTY DESCRIBED IN ABOVE OFFICIAL RECORDS BOOK 191, PAGE 251; THENCE RUN SOUTH 89°09'22" EAST ALONG SAID SOUTH LINE A DISTANCE OF 811.29 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING FROM THE ABOVE PARCELS THE FOLLOWING, TO WIT:

BEGIN AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF THE NORTH 630.55 FEET OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 38 SOUTH, RANGE 41 EAST, AND THE WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1, SAID POINT OF INTERSECTION BEING ON THE SOUTH LINE OF LAND HERETOFORE CONVEYED BY C. PAULINE MINOR TO MELVIN D. ARNOLD BY DEED RECORDED IN OFFICIAL RECORDS BOOK 191, PAGE 251, MARTIN COUNTY, FLORIDA PUBLIC RECORDS; THENCE RUN S 48°32'18" WEST, ALONG A PERPENDICULAR TO SAID U.S. NO. 1 AT SAID POINT OF INTERSECTION, A DISTANCE OF 600.00 FEET; THENCE RUN N 41°27'42" WEST, PARALLEL TO SAID U.S. NO. 1, A DISTANCE OF 160.41 FEET; THENCE RUN NORTH 48°32'18" EAST A DISTANCE OF 600 FEET TO A POINT OF INTERSECTION WITH THE WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1; THENCE RUN SOUTHEASTERLY ALONG SAID WESTERLY RIGHT OF WAY A DISTANCE OF 160.41 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 832

SECTION 89010-2552

THAT PORTION OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 38 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA, SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 9; THENCE NORTH 00°59'52" EAST ALONG THE EAST LINE OF SAID SECTION 9, A DISTANCE OF 862.50 FEET TO A POINT ON THE BASELINE OF SURVEY FOR STATE ROAD NO. 5 (U.S. HIGHWAY NO. 1); THENCE NORTH 41°27'07" WEST ALONG SAID BASELINE OF SURVEY, A DISTANCE OF 2,040.91 FEET; THENCE SOUTH 48°32'53" WEST, A DISTANCE OF 69.29 FEET TO A POINT ON THE WESTERLY EXISTING RIGHT OF WAY LINE FOR SAID STATE ROAD NO. 5 AND THE POINT OF BEGINNING; THENCE SOUTH 38°20'22" EAST ALONG SAID WESTERLY EXISTING RIGHT OF WAY LINE, A DISTANCE OF 183.36 FEET; THENCE NORTH 41°27'07" WEST, A DISTANCE OF 192.10 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 9; THENCE SOUTH 89°17'42" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 13.43 FEET TO THE POINT OF BEGINNING.

CONTAINING 956 SQUARE FEET, MORE OR LESS.

EXHIBIT "B"

I, LOREN BODEM, a member of the Florida Bar, hereby certify that record title to the property described in Exhibit "A" to that certain Planned Unit Development Zoning Agreement, by and between R.D. MERRICK AND P.M. MERRICK, HIS WIFE, and the CITY OF STUART is in the ownership of R.D. MERRICK AND P.M. MERRICK, HIS WIFE.

DATED this 9th day of July, 1998.

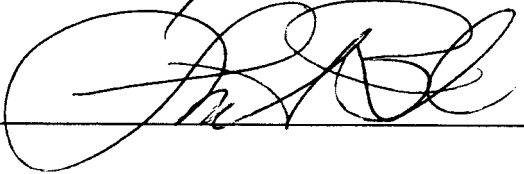


EXHIBIT "C"

TIMETABLE OF DEVELOPMENT

The development will be in accordance with and subject to the conditions and restrictions on this PUD Agreement. Construction of the development will be done in phases. Construction phasing will be as follows:

PHASE	LOT #	COMMENCE CONST.	COMPLETE CONST.
1	6 (Motel site, access tract, drainage tract, preserve tract)	April, 1998	April, 1999
2	1	April, 2000	April, 2001
3	2-5	April, 2001	April, 2003

EXHIBIT "D"
SPECIAL CONDITIONS

1. The project shall adhere to the site plan and native vegetation site plan prepared by Keith & Schnars, P.A. dated January, 1998, Project No. 1995-C1 and February, 1998, 1995-C2.
2. The project shall be in accordance with the Master PUD Site Plan prepared by Lucido & Associates, dated October 14, 1997, Job Number 7340, last revision date March 1, 1998.
3. The project shall be landscaped in accordance with the Landscape Plan prepared by Lucido & Associates, dated October 14, 1997, Job Number 7340, last revision date March 1, 1998.
4. The PUD property shall be limited to one access point from US Highway 1. The access drive shall be landscaped in accordance with the approved landscape plan.
5. The Developer shall contribute \$25,000 to the City's on going affordable housing initiative as called for in the original PUD Agreement. Payment shall be made to the City no later than 90 days upon approval of this Amendment.
6. The maximum lot coverage for the entire PUD property shall not exceed 65%.
7. Only two monument signs shall be constructed along the US 1 right-of-way frontage. Total combined square footage for the two signs shall not exceed 150 square feet in area and neither will exceed a height of 15.5 feet above existing grade.

8. No pylon signs shall be permitted. Signage for Parcels 3 - 5 shall be monument signs 6 feet by 6 feet (excluding building signage) to be in accordance with the City's Sign Code Section 8.03.02A.
9. The undeveloped PUD parcels shall be kept free of debris, maintained in an orderly appearance, and routinely mowed.
10. No vehicle storage or sale of vehicles shall be allowed on the PUD property.
11. Efficient irrigation shall be provided for all landscaping.
12. Future development will be guided by the master site plan and will require approval by the LPA/PAB and the City Commission.
13. All required buffers, buffer walls, landscaping, native preserve areas, drainage tract, and access drive shall be constructed with Phase 1 as delineated on the site plan for the Suburban Lodge.
14. Prior to any site construction, an inspection shall be required to ensure the native vegetation areas to be preserved are protected and barricaded with hay bales for protection during construction.
15. All preserve areas shall be irrigated and maintained in a healthy condition.
16. One year from the approval date of the project the applicant will be required to provide a report to the City that evaluates the condition of the existing native vegetation. If any of the existing native vegetation has failed to survive due to the impacts of the site construction the following tree replacement shall be adhered to: for every pine tree that dies it shall be replaced with two oak trees each 14 feet in height or five pine trees each 8 feet in height.
17. The developer will preserve an area equivalent to .54 acres of native vegetation throughout the subject site and plant .41 acres of new native vegetation as delineated on the Landscape Plan.
18. The supplemental native plantings to the existing native vegetation areas shall include understory of faxahatchee grass and saw palmetto. Fifty (50%) percent of the existing native vegetation areas shall be supplemented with said plantings.
19. The native vegetation planted in the newly created flatwood, hammock, and cypress preserve areas shall be maintained and those that do not survive shall be replaced in accordance with the approved landscape plan.

20. Any transplanted vegetation that does not survive one year from the certificate of occupancy for the project shall be replaced with like materials.
21. The solid waste dumpster shall be buffered with a six foot high masonry wall with metal opaque gates; and, landscaped in accordance with the approved landscape plan. Should any complaints arise from the abutting residential neighbors, the city may require the dumpster to be relocated.
22. The final lighting plan shall be reviewed by the city's police department. No exterior lighting shall negatively impact or interfere with the aesthetics of the surrounding area or with public safety and convenience.
23. The applicant is responsible for obtaining permits from FDOT for a driveway cut on US 1.
24. All development shall comply with the city's concurrency management system.
25. All regulatory permits shall be obtained by the applicant and copies provided to the City prior to the issuance of any building permits.
26. Any sidewalks damaged along US 1 during construction shall be repaired or replaced by the developer prior to the issuance of a certificate of occupancy for any phase of development.
27. A 6' wide sidewalk shall be installed along the south side of the access drive to be constructed by the developer. If the sidewalk is damaged due to construction of any parcels within PUD property, the sidewalks shall be repaired or replaced by the developer.
28. A sidewalk shall be installed at the developer's expense along the access driveway fronting each interior lot for safe pedestrian movement.
29. A 6 foot high masonry wall shall be installed along the entire western property line within Parcel 6 and the Native Preserve Area as delineated on the site plan. Any plantings along the buffer wall shall be approved by the Town Park Condominium Association.
30. The 6 foot high masonry wall shall be maintained in good condition and kept in a clean and orderly fashion.
31. A Plat shall be filed, approved, and recorded in the public records of Martin County prior to the issuance of any permits.
32. At platting, a master association shall be created to address the maintenance of the common areas (landscaping along entrance drive, retention pond, native preserve area).
33. The Plat for the subject property shall include the existing native vegetation areas and shall be labeled as native preserve areas to remain untouched.

34. Within the PUD the following uses shall be allowed:

(a) Sites 1, 2, 3, 4 and 5: retail and retail service establishments, business and professional offices including real estate and insurance agencies, financial institutions, banks, restaurants with liquor service, drive-in restaurants, barber/beauty shops, hotel/motel, multifamily or residential units combined with non-residential uses, art galleries, travel agencies, laundry/dry cleaning facilities or other similar store front uses, schools, child care centers, nursery or preschool, kindergartens, other child care or education facilities, medical facilities and clinics, clubs, lodges and fraternal organizations, bakeries, veterinarian/animal clinic, recreational facilities such as, bowling, skating, miniature golf, etc., health/spa club, printing shops, research facilities, ACLF, congregate living facilities, or nursing home facilities.

(b) Site 6: Suburban lodge facility consisting of a 126 room hotel/motel facility, including extended stay facilities and related amenities.

Parcel 1
1.17 Ac.

Parcel 2

Parcel 3

Parcel 4

Parcel 5

Native Preserve Tract
0.58 Ac.

Retention Tract
0.33 Ac.

Access Tract
0.28 Ac.

TOTAL
1.76 Ac.

Parcel 6
2.21 Ac.

US Highway No. 1

Federal Plaza

Towne Park North

Vertical Monument Sign

NOTES:
The property shall be platted prior to the issuance of any building permits.
Any sidewalks along US 1 damaged during construction shall be repaired by the developer.

Individual lots may exceed 65% lot coverage.
Minimum lot coverage for the overall PUD shall not exceed 65%.

The entire PUD is allowed one access point from US 1.

VERTICAL MONUMENT SIGN
- 10' x 4' / PDA, PDA, / PDA, 4'
- 10' x 4' / PDA, PDA, / PDA, 4'
- 10' x 4' / PDA, PDA, / PDA, 4'
- 10' x 4' / PDA, PDA, / PDA, 4'

NOTE:
Top of sign face must be located 32' ft above finished grade.
Architectural elements such as gutters and rail balustrades may extend up to 10' ft above finished grade.
Sign height may not exceed 25' ft.

Vicinity Map n.t.s.

Technical drawing of a window frame. The drawing shows a cross-section of the frame with various dimensions and labels. The top width is labeled 10'-0". The height of the frame is labeled 6'-0". The inner opening is labeled 8'-0" wide and 4'-0" high. A label "GLASS PANEL 1' x 1' 1/2" points to the glass area. The drawing includes lines for the frame, glass, and surrounding structure.

NOTE:
Top of sign face not to exceed 25' H.
Architectural ornaments such as gables
and roof treatments may exceed height
but may not exceed 25' H.

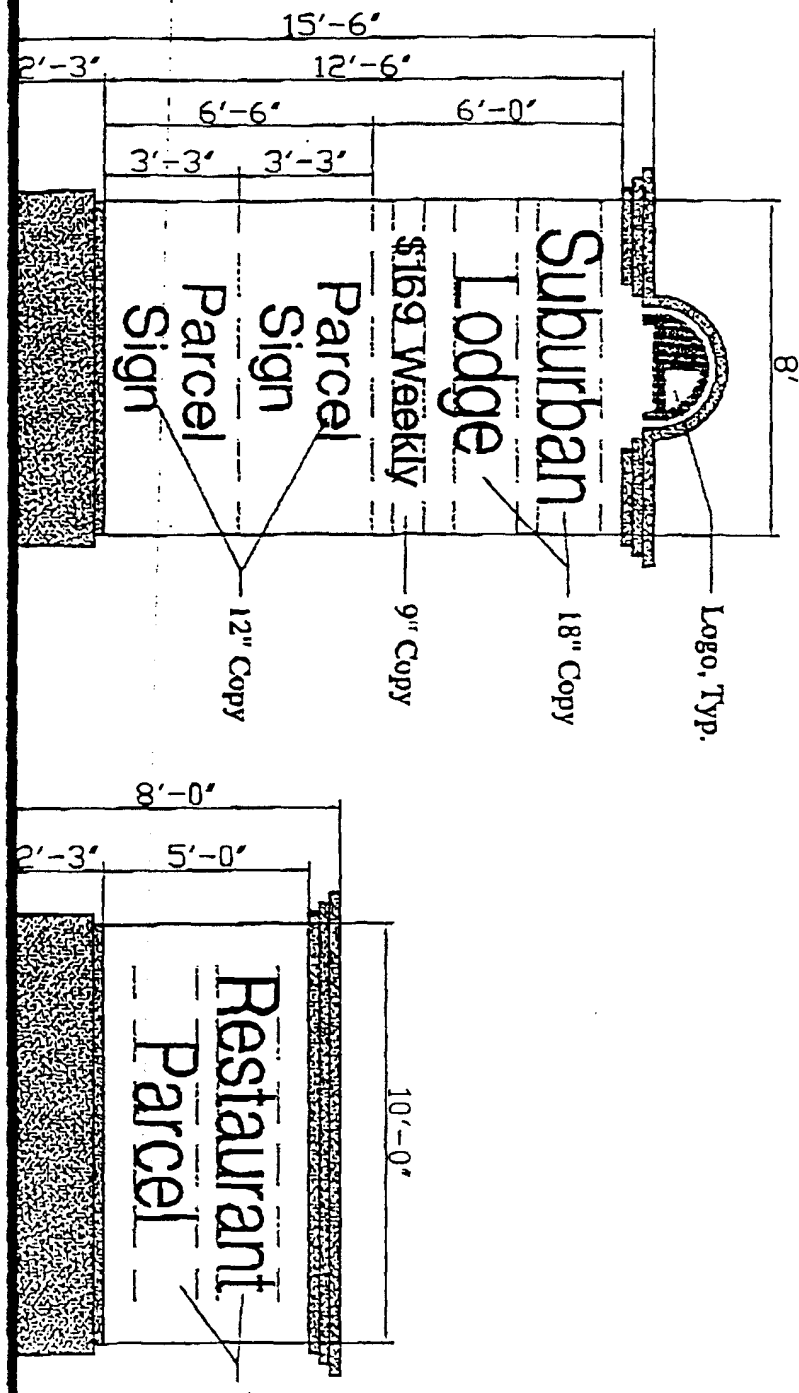
The entire PUD is allowed one access point from US 1.

- 1 retail service establishments
- 2 & 3 professional offices including real estate & insurance agencies
- 4 & 5 restaurants/bars
- 6 & 7 hotels
- 8 & 9 nursing homes
- 10 & 11 day care centers, nursery or preschool, kindergartens, other child care or education facilities
- 12 & 13 hospitals and clinics
- 14 & 15 religious and fraternal organizations
- 16 & 17 day care centers
- 18 & 19 day care centers, nursery or preschool, kindergartens, other child care or education facilities
- 20 & 21 day care centers, nursery or preschool, kindergartens, other child care or education facilities
- 22 & 23 day care centers, nursery or preschool, kindergartens, other child care or education facilities
- 24 & 25 day care centers, nursery or preschool, kindergartens, other child care or education facilities
- 26 & 27 day care centers, nursery or preschool, kindergartens, other child care or education facilities
- 28 & 29 day care centers, nursery or preschool, kindergartens, other child care or education facilities
- 30 & 31 day care centers, nursery or preschool, kindergartens, other child care or education facilities

cost Land Use:
col 6

EXHIBIT "C"

Scale	1"=30'	Date/Pressure	Computer File	734
Drawn by	BEV	2.6.98	Station	BEV
Checked by	TJA	2.10.98	File Number	734
Date	2.3.98	3.2.48	Job Number	734



Sign Data:

Allowable Sign Square Footage:	176 sf
(235 lf of U.S. Highway #1 Frontage x 0.75 = 176 sf)	
Proposed Sign Square Footage:	150 sf

Main Monument Sign:	100 sf
Suburban Lodge	48 sf
Parcel Sign	26 sf
Parcel Sign	26 sf
Secondary Monument Sign:	50 sf
Kennelwood Parcel	50 sf

EXHIBIT.



Lucido & Assoc.

[illegible]

Storage Exhibit

Burl, Meritt County, Florida

Century Plaza, (CPI

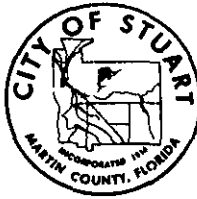
[illegible]

Exhibit "C"

LAST PAGE

1323 PGO 4 4 8

855454



RECORD VERIFIED

City of Stuart

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

ORDINANCE NUMBER 1190

AN ORDINANCE OF THE CITY OF STUART, FLORIDA, AMENDING ^{Page 92 of 128}
SECTION 18-55, STUART CODE, DISTRICT BOUNDARIES; MAP;
AND AMENDING CHAPTER 18, STUART CODE; ZONING, TO
REFLECT A CPUD ZONING CLASSIFICATION WITH REGARD TO
REAL PROPERTY CONSISTING OF 6.35 ACRES GENERALLY
LOCATED BETWEEN 1878 AND 1914 SOUTH FEDERAL HIGHWAY IN
STUART, MARTIN COUNTY, FLORIDA, UPON THE APPLICATION OF
R.D. MERRICK AND P.M. MERRICK, OWNERS; PROVIDING
AUTHORIZATION TO ENTER INTO A CPUD AGREEMENT; PROVIDING
FOR REPEALER, SEVERABILITY, CODIFICATION AND AN
EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Stuart, Florida,
has determined that the following ordinance is necessary to
preserve and promote the public health, safety and welfare of the
residents of the City of Stuart, Florida; and

WHEREAS, the City Commission of the City of Stuart, Florida,
has determined that all conditions precedent to enactment of the
following ordinance annexing the property described in the
attached Exhibit "A" herein have been performed.

NOW THEREFORE, BE IT ENACTED by the People of the City of
Stuart, Florida, as follows:

SECTION ONE:

The petition by R.D. Merrick and P.M. Merrick, owners
for a zoning classification of "Commercial Planned Unit
Development" for the real property described in Exhibit "A",
attached hereto and by reference made a part hereof, is hereby
granted and the Stuart Code is specifically amended according to
SECTION TWO hereof.

SECTION TWO:

Chapter 18, as to references to specific zoning
classifications and section 18-55 regarding DISTRICT BOUNDARIES;
MAP of the Stuart Code are hereby amended to reflect the addition
of the property described in Exhibit "A" as a "Commercial Planned
Unit Development" zoning classification.

SECTION THREE: AUTHORIZATION FOR CPUD AGREEMENT

A Commercial Planned Unit Development Agreement governing the use of the property described in Exhibit "A" is hereby authorized and the terms and conditions thereof are attached hereto and made a part hereof as Exhibit "B".

SECTION FOUR: REPEALER

All ordinances or parts thereof in conflict with this ordinance be and hereby are repealed to the extent of ^{Page 83 of 128} such conflict.

SECTION FIVE: SEVERABILITY

If any section, sentence, clause, phrase or word of this ordinance is for any reason held or declared to be unconstitutional, inoperative or void, such holding of invalidity shall not affect the remaining portions of this ordinance, and it shall be construed to have been the intent of the City Commission to adopt this ordinance without such unconstitutional, invalid, or inoperative part therein, and the remainder of this ordinance after the exclusion of such part or parts, shall be deemed and held to be valid as if such part or parts had not been included herein. If this ordinance or any provision thereof shall be held to be inapplicable to any person, groups of persons, property, kind of property, circumstances, or set of circumstances, such holding shall not affect its applicability to any other person, property or circumstance.

SECTION SIX: CODIFICATION

Provisions of this ordinance shall be incorporated in the City Code and the word "ordinance" may be changed to "section", "article" or other appropriate word and the sections of this ordinance may be renumbered or relettered to accomplish such intention.

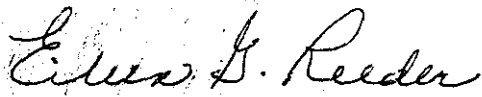
SECTION SEVEN: EFFECTIVE DATE

This ordinance shall take effect 30 days from the date of final passage.

ADOPTED on the first reading at a duly called meeting of the City commission of the City of Stuart, Florida, held on the 24th day of September, 1990.

PASSED on second reading at a duly called meeting of the City Commission of the City of Stuart, Florida, held ~~on the~~ ^{Page 14 of 128} 22nd day of October, 1990.

ATTEST:


EILEEN G. REEDER
CITY CLERK


JEFFREY A. KRAUSKOPF
MAYOR

APPROVED AS TO FORM AND
CORRECTNESS:


PRESTON T. EVERETT, JR.
CITY ATTORNEY

EXHIBIT "A"

All that part of the South 300 feet of the North 630 feet of the Southeast Quarter of Section 9, Township 38 South, Range 41 East, lying West of U.S. Highway One, less the West 660 feet, Martin County, Florida.

AND

Begin at the point of intersection of the South line of the North 630.55 feet of the Southeast Quarter of Section 9, Township 38 South, Range 41 East, and the Westerly right of way line of U.S. Highway One, said point of intersection being on the South line of lands heretofore conveyed by C. Pauline Minor, joined by her husband, John E. Minor, to Melvin D. Arnold, by Deed filed for record December 7, 1966, and recorded in Official Records Book 191, Page 251, Martin County, Florida, public records; thence run South 48 degrees 32'18" West along a line perpendicular to said U.S. Highway One a distance of 600 feet to a concrete monument; thence run North 41 degrees 27'42" West, parallel to said U.S. Highway One a distance of 546.06 feet to an intersection with the aforesaid South line of the North 630.55 feet of the Southeast Quarter of Section 9, which line is also the South line of that property described in the above Official Records Book 191, Page 251; thence run South 89 degrees 09'22" East along said South line a distance of 811.29 feet to the point of beginning.

LESS AND EXCEPTING from the above parcels the following, to wit:

Begin at the Point of Intersection of the South line of the North 630.55 feet of the Southeast Quarter of Section 9, Township 38 South, Range 41 East, and the Westerly right of way line of U.S. Highway One, said point of intersection being on the South line of land heretofore conveyed by C. Pauline Minor to Melvin D. Arnold by Deed recorded in Official Records Book 191, Page 251, Martin County, Florida, public records; thence run S 48 degrees 32'18" West, along a line perpendicular to said U.S. Highway One at said Point of Intersection, a distance of 600.00 feet; thence run N 41 degrees 27'42" West, parallel to said U.S. Highway One, a distance of 160.41 feet; thence run North 48 degrees 32'18" East a distance of 600 feet to a point of intersection with the Westerly right of way line of U.S. Highway One; thence run Southeasterly along said Westerly right of way line a distance of 160.41 feet to the point of beginning.

FILED FOR RECORD
MARTIN CO., FLA.
90 NOV 14 AM 9:00
MARSHA STILLER
CLERK OF CIRCUIT COURT
BY  D.C.

COMMERCIAL PLANNED UNIT DEVELOPMENT ZONING AGREEMENT

855455 This agreement, made and entered into this 30th day of October, 1990, by and between R.D. MERRICK and P.M. MERRICK, hereinafter referred to as "Owner" and the CITY OF STUART, a political subdivision of the County of Martin, State of Florida, hereinafter referred to as "City."

W I T N E S S E T H:

WHEREAS, it is the desire of Owner to develop (in accordance with development plans, as the same may be revised from time to time) a Commercial Planned Unit Development (hereinafter sometimes referred to as "PUD") consisting of approximately 90,000 square feet of office and/or mixed use rental space, said development to be known as CENTURY PLAZA situated and being in Martin County, Florida, and legally described on Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, the Zoning Ordinances and Regulations of the City of Stuart permit this type of development subject to a PUD agreement; and

WHEREAS, it is the desire of the City to encourage this form of development:

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

I. UNIFIED CONTROL

The Owner hereby warrants that it has unified ownership of all real property included in this PUD. Documents certifying title are attached hereto and incorporated herein as Exhibit "B" and a Unity of Title by the Owner is attached hereto and incorporated herein as Exhibit "C." The Owner and subsequent owners may convey the property described and shown in Exhibit "A" and made a part hereof, to purchasers thereof. The parcel depicted on Exhibit "A" shall be taken subject to all of the provisions of this agreement and exhibits, additions or amendments.

II. DEVELOPMENT

The Owner agrees that this PUD will be undertaken and carried out in accordance with the following:

A. It is agreed and understood that the development of the PUD will be undertaken and carried out in accordance with the final plans as officially approved by the City.

1. It is agreed and understood that the development of this PUD shall be accomplished in accordance with the master plan, a copy of which is attached hereto and made a part hereof as Exhibit "D-1" and landscape plan, a copy of which is attached hereto and made a part hereof as Exhibit "D-2" and in accordance

with such laws, ordinances and regulations as may be in effect at the time of such approval.

B. The Timetable for Development as officially adopted by the City and agreed to by Owner, as shown in Exhibit "E" attached hereto and made a part hereof, shall be strictly adhered to by the Owner.

C. The conditions and requirements adopted or imposed by the City in the process of the approval of the zoning change to PUD(c) for the property are set forth in Exhibit "F" attached hereto and made a part hereof. Page 97 of 128

D. All permits and authorizations shall be granted in accordance with such laws, ordinances and regulations as may be in effect at the time of such approval, to include building permits and road opening permits.

III. COMMON AREAS, COVENANTS, CONDITIONS AND RESTRICTIONS

A. The Owner shall create a Declaration of Covenants, Conditions and Restrictions for CENTURY PLAZA (hereinafter the "Covenants and Restrictions"). As part of said Covenants and Restrictions the CENTURY PLAZA ASSOCIATION (hereinafter "Association") will provide for the maintenance, operation and management of the common areas as defined therein. All of the above areas in the PUD are designated and shown on Exhibit "D." The Covenants and Restrictions shall be part of the first application for final development plan approval and shall be in conformity with the City's Zoning Regulations and the Florida Statutes.

B. It shall be deemed a breach of this agreement for any land to be conveyed by the Owner by an instrument which does not contain the Covenants and Restrictions or incorporate them by reference thereto. The Association shall not be dissolved nor shall it dispose of any common areas, by sale or otherwise, except to an organization conceived and organized to own and maintain the common areas, without first receiving approval of the City. The City upon reasonable notice and as a condition precedent to the dissolution or disposal of common areas, may require dedication of common open areas, utilities or road rights-of-way to the public as are deemed necessary.

C. In the event that the Association (or any successor organization) fails at any time to maintain the common areas of the PUD in reasonable order and condition in accordance with the approved final development plans, then the City can serve written notice by certified mail, return receipt requested, upon such organization and upon each owner of real property within the PUD, which notice shall set forth the manner in which the organization has failed to maintain the common areas in reasonable order and condition, and shall demand that such failure

be remedied within thirty (30) days of the sending of such notice or, in the alternative, that such organization appear before the City at a specified time (at least ten (10) days but not more than thirty (30) days after the sending of such notice) either to contest the alleged failure to maintain the common areas or to show cause why it cannot remedy such failure within the thirty (30) day period or such longer period as the City may allow, then the City, in order to preserve the taxable values of the real property within the PUD and to prevent the common areas from becoming a public nuisance, shall hold a public hearing to consider the advisability of the City entering upon such common areas and maintaining them for a period of One (1) year. Notice of such hearing shall be send by certified mail, return receipt requested, to the organization involved and to each owner of real property within the PUD and shall be published in a newspaper of general circulation published in Martin County, Florida. Such notice shall be sent and published at least fifteen (15) days in advance of the hearing. At such hearing the City may determine that it is or is not advisable for the City to enter upon such common areas, take nonexclusive possession of them and maintain them, according to City standards, for one (1) year. Such entry, possession and maintenance when followed in accordance with the above procedures shall not be deemed a trespass. In no event shall any such entry, possession and maintenance be construed to give to the public or the City any right to use the common areas.

D. The City may, upon public hearing with notice given and published in the same manner as above, return possession and maintenance of such common areas to the organization, or successor organization, abandon such possession and maintenance, or continue such possession and maintenance for additional one (1) year periods.

E. The cost of such maintenance by the City mentioned above shall be assessed ratably against the real properties within the PUD, the owners of which have the right to the use and enjoyment of the common areas and shall become a charge or lien on said properties if not paid within thirty (30) days after receipt of a statement therefor.

IV. DESTRUCTION

In the event that all or a portion of the PUD should be destroyed by a storm, fire or other common disaster, the Owner, its grantees, successors or assigns shall have the right to rebuild and/or repair so long as there is strict compliance with the final development plans, as the same may be amended from time to time and in accordance with the provisions of all laws in effect at that time.

V. CHANGE OR AMENDMENT

There shall at all times be a strict adherence to the provisions of the agreement and the preliminary and final development plans. Any change or amendment to the agreement can only be made in accordance with the Code of Laws and Ordinances of the City of Stuart.

VI. BREACH OF AGREEMENT

A. In the event that the Owner, its successors or assigns, has not obtained a development permit and/or a certificate of occupancy, ~~Page 29 of 128~~ behind the agreed development construction as set forth in Exhibit "E" by six (6) months or more, or has in any other manner failed to comply with this agreement, the City Commissioners shall serve notice to the Owner, in writing, of the date and place of a public hearing on the PUD, at which time the Owner will be given an opportunity to explain the reasons for the scheduling delays and to propose a method of fulfilling its obligations under this agreement. The City may at its discretion allow the Owner, by amendment to this PUD agreement, time to demonstrate its willingness to meet the City's conditions.

B. If at the end of a reasonable period of time, in this case no more than six (6) months from the date notice is served on the Owner as described above, the Owner is clearly unable or unwilling to abide by this agreement, or if the conditions of this agreement have in some other manner been clearly violated, the City Commissioners shall advertise for a public hearing on the PUD, the purpose of which shall be to cause the property to be limited to an R-1 useage as defined in the Stuart Code of Ordinances.

C. In the event of such breach of this agreement, and the change of the property's useage to the R-1 zoning classification, no further building permits shall be issued to the Owner (or to its successors in interest) based upon the final development plans and amendments thereto, if any. Those portions of the property which may have buildings or structures constructed upon them in conformity with the development plans shall thenceforth be regarded as nonconforming uses with respect to the revised zoning classification if, in fact, they are.

D. The above provisions shall not be interpreted to provide an exclusive remedy, and City may pursue any appropriate remedy at law or equity in the event of Owner's breach of this agreement.

VII. JURISDICTION

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

VIII. SUCCESSORS AND ASSIGNS

This agreement shall be binding upon the parties hereto, their successors in interest, heirs, assigns and personal representatives.

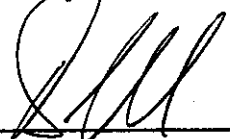
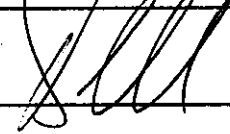
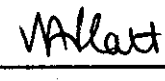
IX. NOTICE

All notices given pursuant to the terms of this agreement or which any party may desire to give hereunder shall be in writing and delivered personally, telegraphed or sent registered or certified mail and shall be conclusively presumed to have been given by such delivery. All notices shall be given to each of the following:

OWNER:	R.D. MERRICK and P.M. MERRICK c/o Loren E. Bodem, Esq. 815 Colorado Avenue, Suite 305 Stuart, Florida 34994
CITY:	CITY OF STUART 121 Flagler Street Stuart, Florida 34994

IN WITNESS WHEREOF, the parties hereto have executed these presents on the dates indicated below. The date of this agreement shall be the date on which this agreement was approved by the City Commissioners.

Signed, sealed and delivered
in the presence of:

	R.J. TRAFFORD
	V.A. FLATT
	R.J. TRAFFORD
	V.A. FLATT


R.D. MERRICK

Date: October 30, 1990

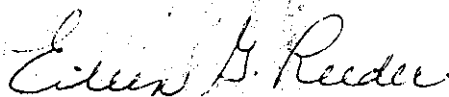

P.M. MERRICK

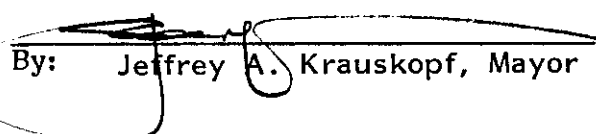
Date: October 30, 1990

"OWNER"

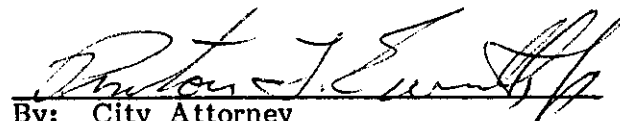
CITY OF STUART

Attest:


By: Eileen G. Reeder, City Clerk


By: Jeffrey A. Krauskopf, Mayor

APPROVED AS TO FORM AND
CORRECTNESS:

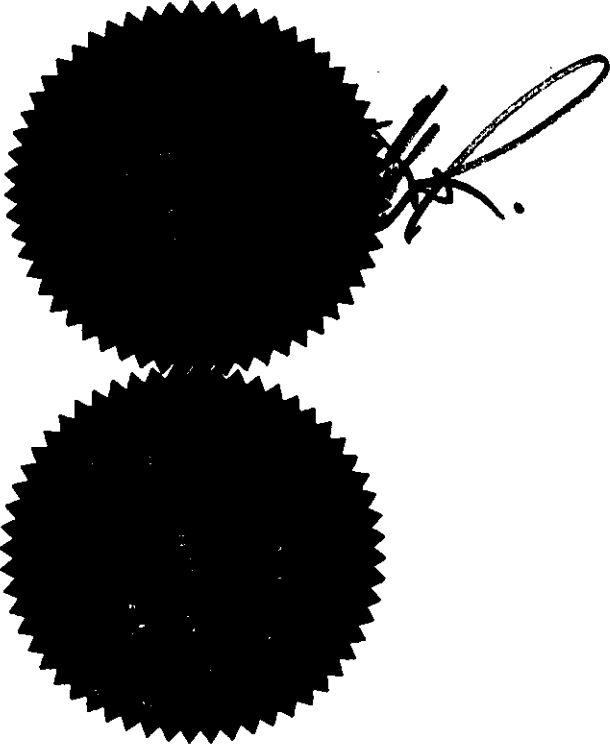

By: City Attorney

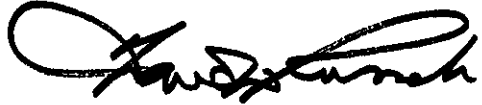
"CITY"

STATE OF PORTSMOUTH ENGLAND
COUNTY OF _____

I hereby certify that on this day, before me, an officer duly authorized in the ~~State and County~~ Town and County aforesaid to take acknowledgements, personally appeared R.D. MERRICK and P.M. MERRICK, to me known to be the persons described herein and who executed the foregoing, and acknowledged the execution thereof to be their free act and deed for the uses and purposes therein mentioned.

Witness my hand and official seal in the ~~State and County~~ Town and County last aforesaid this 30th day of October, 1990. Page 101 of 128





Notary Public

My commission expires: Unlimited

DAVID WALLACE RUSSELL
NOTARY PUBLIC

EXHIBIT "A"

All that part of the South 300 feet of the North 630 feet of the Southeast Quarter of Section 9, Township 38 South, Range 41 East, lying West of U.S. Highway One, less the West 660 feet, Martin County, Florida.

AND

Begin at the point of intersection of the South line of the North 630.55 feet of the Southeast Quarter of Section 9, Township 38 South, Range 41 East, and the Westerly right of way line of U.S. Highway One, said point of intersection being on the South line of lands heretofore conveyed by C. Pauline Minor, joined by her husband, John E. Minor, to Melvin D. Arnold, by Deed filed for record December 7, 1966, and recorded in Official Records Book 191, Page 251, Martin County, Florida, public records; thence run South 48 degrees 32'18" West along a line perpendicular to said U.S. Highway One a distance of 600 feet to a concrete monument; thence run North 41 degrees 27'42" West, parallel to said U.S. Highway One a distance of 546.06 feet to an intersection with the aforesaid South line of the North 630.55 feet of the Southeast Quarter of Section 9, which line is also the South line of that property described in the above Official Records Book 191, Page 251; thence run South 89 degrees 09'22" East along said South line a distance of 811.29 feet to the point of beginning.

LESS AND EXCEPTING from the above parcels the following, to wit:

Begin at the Point of Intersection of the South line of the North 630.55 feet of the Southeast Quarter of Section 9, Township 38 South, Range 41 East, and the Westerly right of way line of U.S. Highway One, said point of intersection being on the South line of land heretofore conveyed by C. Pauline Minor to Melvin D. Arnold by Deed recorded in Official Records Book 191, Page 251, Martin County, Florida, public records; thence run S 48 degrees 32'18" West, along a line perpendicular to said U.S. Highway One at said Point of Intersection, a distance of 600.00 feet; thence run N 41 degrees 27'42" West, parallel to said U.S. Highway One, a distance of 160.41 feet; thence run North 48 degrees 32'18" East a distance of 600 feet to a point of intersection with the Westerly right of way line of U.S. Highway One; thence run Southeasterly along said Westerly right of way line a distance of 160.41 feet to the point of beginning.

The above described property consists of 6.35 acres more or less.

EXHIBIT "B"

OWNERSHIP CERTIFICATION

I, LOREN E. BODEM, ESQ., of the law firm of LOREN E. BODEM, CHARTERED, as a member of The Florida Bar, hereby certify that the apparent record title to the described property shown on Exhibit "A" hereof is in the ownership of R.D. MERRICK and P.M. MERRICK.

Dated this 30th day of October, 1990.

LOREN E. BODEM, CHARTERED Page 128

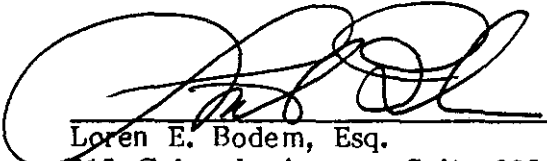

Loren E. Bodem, Esq.
815 Colorado Avenue, Suite 305
Stuart, Florida 34994
407/286-4265

EXHIBIT "C"

UNIFIED CONTROL

The undersigned, being the Owner of the property described in Exhibit "A" of the CENTURY PLAZA PUD AGREEMENT between R.D. MERRICK and P.M. MERRICK and the CITY COMMISSIONERS of the CITY OF STUART, do hereby covenant and agree that said described parcel shall be held under single ownership and shall not be transferred, conveyed, sold or divided in any unit other than in its entirety; provided, however, that individual fully constructed condominium units, if any, may be conveyed to individual purchasers. Page 104 of 128

In addition, the following conveyances shall be permitted:

1. If the PUD is designed and planned to be developed in phases or portions of phases, and each phase or portion of a phase complies with the requirements contained within the PUD agreement, then each phase or portion of a phase may be conveyed separately upon obtaining a development permit for that phase or portion of phase. The integrity of the overall drainage plan as approved shall be maintained.

2. Developed common elements and common open areas may be conveyed to a legal entity formed for the operation and maintenance of the common property, so long as such conveyance shall be subject to the express restriction that the subject property will never be used for any purpose other than as common elements and common open areas, as applicable.

3. Other portions of the subject property that will be used or maintained by governmental, environmental, charitable or other organizations or agencies for such purposes as the City Commissioners of the City of Stuart, Martin County, Florida, may deem appropriate.

Nothing herein contained shall limit, in any manner, the undersigned, or its successors or assigns, to mortgage or encumber the property or any part thereof.

The undersigned further agrees that this condition, restriction and limitation shall be deemed a covenant running with the land and shall remain in full force and effect and be binding on the undersigned, its successors and assigns, until such time as the same may be released in writing by the City Commissioners of the City of Stuart, Martin County, Florida.

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

In witness whereof the parties have executed these presents on the dates indicated below:

Signed, sealed and delivered
in the presence of:

[Signature] R.J. TRAFFORD

W. A. FLATT V.A. FLATT

[Signature] R.J. TRAFFORD

W. A. FLATT V.A. FLATT

[Signature]
R.D. MERRICK

Date: October 30, 1990
[Signature]
P.M. MERRICK

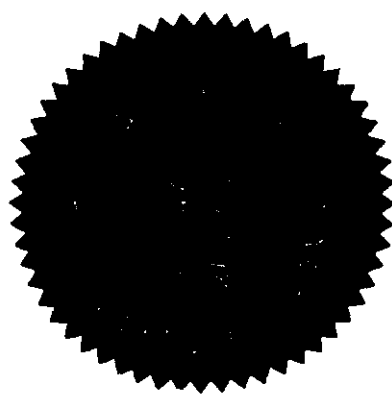
Page 105 of 128

Date October 30, 1990

~~STATE OF~~ PORTSMOUTH ENGLAND
~~COUNTY OF~~ _____

I hereby certify that on this day, before me, an officer duly authorized in the ~~State and County~~ Town and Country aforesaid to take acknowledgements, personally appeared R.D. MERRICK and P.M. MERRICK, to be known to be the persons described herein and who executed the foregoing, and acknowledged the execution thereof to be their free act and deed for the uses and purposes therein mentioned.

Witness my hand and official seal in the ~~State and County~~ Town and Country last aforesaid this 30th day of October, 1990.



[Signature]
Notary Public
My commission expires: Unlimited

DAVID WALLACE RUSSELL
NOTARY PUBLIC

[illegible]

· SITE · PLAN
SCALE: 1" = 50'

OR BKO 8 8 2 PG2 2 2 5

4

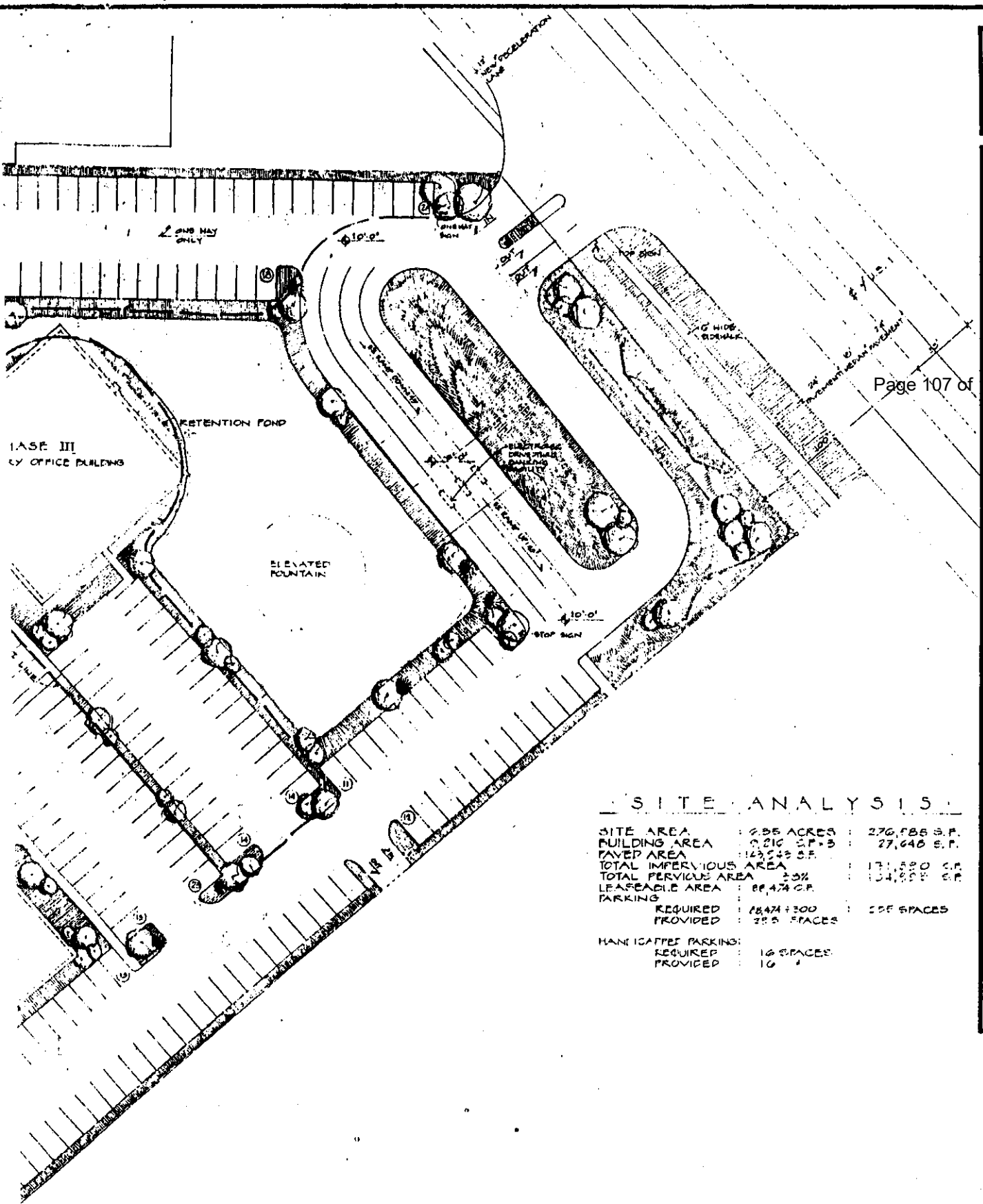
DATE: 02/08/00
 DRAWN BY: J. J. J.
 CHECKED BY: J. J. J.
 PROJECT: 00000000

CENTURY PLAZA STUART FLORIDA

EXHIBIT "D-1"

HOON & WHITE
ARCHITECTS

SD-1



Page 107 of 28

SITE ANALYSIS

SITE AREA	2.85 ACRES	276,788 S.F.
BUILDING AREA	0.216 S.F.	27,648 S.F.
PAVED AREA	143,545 S.F.	
TOTAL IMPERVIOUS AREA		171,580 S.F.
TOTAL PERVIOUS AREA	2.0%	154,608 S.F.
LEASABLE AREA	88,474 S.F.	
PARKING		
REQUIRED	18,474 + 300	18,774 SPACES
PROVIDED	355	355 SPACES
HANDICAPPED PARKING:		
REQUIRED	16 SPACES	
PROVIDED	16	

PLAN
1" = 50'-0"

OR BKO 0 8 2 PG2 2 2 6

EXISTING LINE OF
OF CARriage PAth AND
SCATTERED PINE

EXISTING DENSE CURVE
OF CARriage PAth AND
SCATTERED PINE

EXISTING LINE OF CURVE
OAK AND SMALLER TREES
(TYPICAL)

EXISTING PINE 8' CALIPER
OR LARGER (TYPICAL)

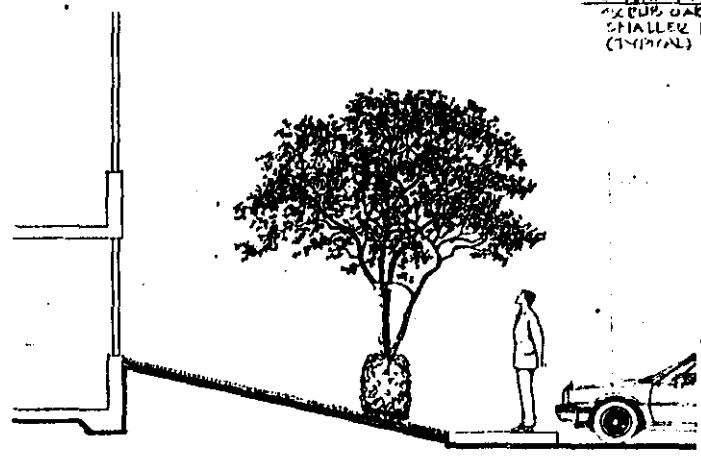
ALL EXISTING ARE TO BE
REMOVED (i.e. HOBBLE
PINE) FROM THE SITE.

EXISTING PALMETTO, OAK
AND SMALLER TREES
(TYPICAL)

NOTE: ALL EXISTING VEGETATION
INDICATED ON THE PLAN SHALL
BE PRESERVED.

Oldest and largest tree on-site.

EXISTING PALMETTO,
OAK AND SMALLER TREES
(TYPICAL)



OR BKO 8 8 2 PG2 2 2 7

SECTION A-A



DATE: 4/18/2020

750 N.E. Jensen Beach Blvd., Jensen Beach, Florida 34957
Telephone (407) 354-2000



OR BKO 8 8 2 PG2 2 2 8

EXHIBIT "E"

TIMETABLE OF DEVELOPMENT
AND DEVELOPMENT CONSTRUCTION SCHEDULE

The development will be constructed in phases as shown on Exhibit "D." The phases to be constructed and the date by which a Development Permit/Building Permit for each phase must be obtained and certificate of occupancy issued are as follows:

	<u>Development Permit</u>	<u>Certificate of Occupancy</u>	
Phase I	September 30, 1991	December 30, 1992	Page 110 of 128

Phase I will include one four-story structure containing approximately 29,500 square feet of leaseable space. This phase will also contain water, sewer, road, parking, pedestrian walkways and landscaping sufficient to support this structure. Phase I will also include construction of the main entrance to the project, an emergency exit for police/fire purposes, an on-site water retention system, a perimeter wall for the entire project, a dumpster location and a six-foot wide pedestrian sidewalk/bike path on the south side of South Federal Highway. The existing building will be removed at such time as a certificate of occupancy is issued for this phase.

Phase II	December 30, 1992	June 31, 1994
----------	-------------------	---------------

Phase II will include one four-story structure containing approximately 29,500 square feet of leaseable space. This phase will also contain water, sewer, road, parking, a dumpster location, pedestrian walkways and landscaping sufficient to support this structure. Phase II will also contain a bank drive-in facility.

Phase III	June 31, 1994	December 30, 1996
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Phase III will include one four-story structure containing approximately 29,500 square feet of leaseable space. This phase will also contain water, sewer, road, parking, a dumpster location, pedestrian walkways and landscaping sufficient to support this structure.

EXHIBIT "F"

SPECIAL CONDITIONS

1. The oldest and largest tree on site shall be preserved.
2. Any trees determined by the developer to be removed from the site shall be made available for City use at no cost.
3. As part of Phase I, the developer shall construct a six-foot wide pedestrian sidewalk/bike path on the south side of South Federal Highway.
4. The developer shall be allowed use of the existing structure ^{Page 111 of 128} for purposes of leasing and/or construction.
5. Developer may make application for the sale of alcoholic beverages in any restaurant facility constructed on site in accordance with the applicable standards enunciated in Section 561.20(2)(a)4, Florida Statutes, as amended. Any such application shall be considered a minor amendment.
6. The structures to be built in Phases I, II and III shall be utilized for professional office use. Office use shall include and incorporate by reference the definition within the Code of Laws and Ordinances of the City of Stuart, Florida, regarding professional office use. In addition, banks, financial services, corporate headquarters and consulting services shall be permitted uses as well as other uses compatible with business services of a non-commercial nature. If the City determines a business services use is incompatible, it reserves the right to review said use. Developer may request permission for mixed use including up to 25 percent residential and/or 25 percent retail. Any such request shall be by amendment to the Planned Unit Development Agreement which shall be considered a minor amendment.
7. Proper signage and traffic aids shall be included to regulate on-site traffic flow and in particular the internal intersections near the South Federal Highway entrance. The northernmost lane shall be designated as one-way.
8. The existing structure on the premises shall be removed at such time as a certificate of occupancy is issued for Phase I.
9. The City shall earmark two single-family dwellings and two vacant lots within City limits. Developer shall move the designated dwellings to the selected lots and perform any work necessary for compliance with existing building codes. Developer shall pay for any costs incurred to the extent of \$25,000. In the event the City does not so designate by the time a certificate of occupancy is issued for Phase I, developer shall pay \$25,000 to City for these same purposes and developer's obligations herein shall then be satisfied.
10. A transit stop shall be located at the site at such time as the City Commission determines. In order to make such determination, the City shall initiate a minor PUD Amendment to designate this transit stop on the site plan. The location, signage, buffering and specifications shall be subject to the mutual agreement of the parties.
11. The standards for concurrency as set forth in Rule 9J-5, Florida Administrative Code, as amended, must be complied with at the time of development permit approval as to each phase of the development.
12. It is understood and agreed to by the parties hereto that water and sewer services to the development shall be made available upon the issuance of certificates of occupancy, provided the City of Stuart is able to make the same available without violating any applicable laws, agency rules or consent orders.

OR BKO 8 8 2 PG2 2 3 0

FILED FOR RECORD
MARTIN CO., FLA.
90 NOV 14 AM 9:00
MARSHA STILLER
CLERK OF CIRCUIT COURT
BY
D.C.



MRACHEK
FITZGERALD
ROSE
KONOPKA
THOMAS
& WEISS, P.A.

November 5, 2021

Erin Wohlitka
Senior Planner, City of Stuart
121 SW Flagler Ave.
Stuart FL 34994

Via email to ewohlitka@ci.stuart.fl.us

Re: Century Plaza PUD Amendment application by M&A Development, Inc

Dear Mr. Freeman:

Our law firm serves as litigation counsel to Stuart Hills Lodge, LLC ("Stuart Hills"), which does business as the Suburban Extended Stay Hotel, in the Century Plaza Planned Unit Development ("the PUD"). We write to express our concerns surrounding the PUD Amendment Application (#Z21100001) for the Century Plaza PUD submitted by M&A Development, Inc. ("Petitioner") dated October 8, 2021. The subject application is for a Gerber Auto Collision Center which is a use that is not allowed in the Century Plaza PUD and which is completely inappropriate at this site. Further, the application violates the City of Stuart's Land Development Code ("LDC").

The application is clearly at odds with the substantive provisions of the Land Development Code and the Comprehensive Plan of the City of Stuart. It seeks to impose heavy industry activities in a vicinity where they were never contemplated by planners and heavily burdens and interferes with the existing uses present in the PUD. Allowing a change in use to "Auto Repair Services, Major," or any other major industrial activities involving heavy machinery and workmanship, will disturb the customers of the Suburban Extended Stay Hotel, impact their peace and enjoyment of the property that is considered a temporary home to my client's customers, and reduce the fair market value of my client's property. This application proposes a use that is disruptive, inconsistent with, and inappropriate in close proximity to the longstanding prior uses within the PUD.

Procedurally, allowing the Petitioner to amend the Century Plaza PUD in a minor application is an error. Section 11.01.10(B)(1)(b) of the City of Stuart's LDRs provides, "any change in the list of proposed uses" on the site of the PUD renders the sought change a "major amendment." In its Justification Statement, the Petitioner seeks to allow "Automobile Repair Services, Major" on four of the six parcels (Parcels 2-5) of the Century Plaza PUD. Section 34(a) of the "Special Conditions" rider of the "Third Amendment and Restatement of Century Plaza Planned Unit Development Zoning Agreement," executed between the predecessor property owners and the City of Stuart on July 9, 1998, provided a list of permitted uses for parcels 1-5 of the PUD, which are now subject of the application. Noticeably absent from the permitted uses is "Auto Repair Services, Major," or any other major industrial activities involving heavy machinery and workmanship that are incompatible with the other contemplated uses of the PUD, such as Stuart

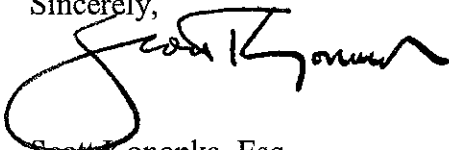
Hills' hotel business. Consequently, the subject application seeks a major amendment to the PUD, and must be subject to the applicable procedures.

The application also fails to comply with Sec. 11.01.09(C), of the Land Development Code by failing to have the completed application "signed by all owners, or their agent, of the property subject to the proposal." The applicant did not include the signature of Stuart Hills. Instead, the Applicant's owner, Mary T. Jacobson, submitted a letter in her capacity as the purported president¹ of the Century Plaza Property Owners' Association ("POA") that incorrectly states that the POA "governs and controls the overall development of the PUD" pursuant to the POA's declaration ("Declaration"). The Declaration bestows no such control or authority on the POA. Instead, the Declaration provides that the POA merely administers and maintains the common areas of the PUD.² This misrepresentation serves as a tacit admission that the Applicant is unable to secure the necessary consent from the other property Owners that are part of the Century Plaza PUD, which it unilaterally seeks to amend.

Pursuant to Sec. 11.03.06 of the Land Development Code, please accept this correspondence as request for the forms to file a Notice of Intent to act as a party in any quasi-judicial proceeding that this application may proceed to. Otherwise, our client reserves all rights and claims it may have against the Applicant and the City of Stuart for failure to enforce its ordinances and regulations.

Please contact me to discuss this matter further.

Sincerely,



Scott Konopka, Esq.

Kev Freeman, Development Director
Mike Mortell, Esq., City Attorney

¹ Prior to submitting the subject application, the Applicant approached Stuart Hills seeking its consent to amend the zoning agreement governing the PUD. When Stuart Hills declined, Applicant embarked on a ham-handed crusade to unilaterally remove Stuart Hill's principals from the Board of Directors of the POA and initiate a vote of approval to provide the irrelevant and *ultra vires* letter from the POA that was incorporated into the subject application.

² The "Declaration of Protective Covenants, Conditions and Restriction of Century Plaza" is attached hereto as Exhibit "1." Section 3.1 of the Declaration, titled "Formation," states, in part "The [POA] is formed to operate and maintain the Common Property..."

October 14, 2021

City of Stuart
Attn: Development Department
121 SW Flagler Avenue
Stuart, Florida 34994

Re: Century Plaza Planned Unit Development – Amendment to PUD Agreement

To Whom it May Concern:

Please find this letter as the Century Plaza Property Owners' Association, Inc.'s ("Association"), a letter of support and joinder for the proposed Century Plaza Planned Unit Development amendment proposed by M & A Development, Inc. in order to allow "Auto Repair Services" as an additional use on Parcels 2 through 5, inclusive. M & A Development is the owner of said parcels. The proposed amendment is requesting only a modification to the permitted uses for Parcels 2 through 5 and will not alter or modify the rights or obligations of Parcels 1 or 6 (the other two parcels in Century Plaza).

The Association is a Florida Non-Profit Corporation operating under Chapter 617 Fla. Stat. and was created, in part, pursuant to Section III.A. of the Century Plaza Planned Unit Development approved on October 30, 1990 and recorded in Official Records Book 882, Page 2215, of the Public Records of Martin County, Florida, as amended (collectively the "PUD"). The Association governs and controls the overall development of the PUD pursuant to that certain Declaration of Protective Covenants, Conditions and Restrictions of Century Plaza recorded on August 3, 1998 in Official Records Book 1326, Page 2381, of the Public Records of Martin County, Florida, as amended (collectively the "Declaration").

At a special meeting of the Board of Directors of the Association (the "Board"), duly noticed and with a quorum in attendance, the Board voted unanimously in favor of the Association granting its consent to the application to amend the PUD, based, in part, on a super majority of the shareholders/members of the Association having indicated they were in favor of supporting and joining in, as may be required by the City of Stuart, the application to amend the PUD as referenced above. The vote further granted and authorized the President of the Association to sign and provide this letter to the City, as well as execute any other necessary documents in order to amend the PUD to allow "Auto Repair Services" as an additional permitted use on Parcels 2 through 5, inclusive.

Sincerely,

Century Plaza Property Owners' Association, Inc.

Mary T. Jacobson
as President

STATE OF Florida
COUNTY OF Martin

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 15th day of October, 2021 by Mary T. Jacobson, as President of the Century Plaza Property Owners' Association, Inc., who ☒ is personally known or ☐ has produced a driver's license as identification.

[Seal]

Notary Public

My Commission Expires:

Kristen M. Williams
March 3, 2022



CITY OF STUART, FLORIDA AGENDA ITEM REQUEST Local Planning Agency

Meeting Date: 12/9/2021

Prepared by: Tom Reetz

Title of Item:

AMENDMENT TO THE LAND DEVELOPMENT CODE TO INCORPORATE TREE REMOVAL PENALTIES (RC)

ORDINANCE No. 2478-2021; AN ORDINANCE OF THE CITY OF STUART, FLORIDA, AMENDING THE EXISTING SECTION OF CHAPTER V RESOURCE PROTECTION STANDARDS OF THE CITY'S LAND DEVELOPMENT CODE, ESTABLISHING "PENALTIES FOR VIOLATIONS" FOR THE REMOVAL OF TREES IN VIOLATION OF THE CODE; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR CODIFICATION; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.(RC)

Summary Explanation/Background Information on Agenda Request:

The City Commission directed staff to formulate a range of penalties for the removal of trees in violation of the City's Land Development code.

Ordinance 2478-2021 proposes to amend Chapter 5 "Resource Protection Standards" by establishing Section 5.05.08 "Penalties for Violations". The language in the amendment contains graduated monetary penalties based on the diameter at breast height DBH for trees ranging from 5 (five) to 30 (thirty) plus inches. When a violation is found, the City's Development Director will notice to the alleged violator(s) citing the nature of the violation and direct that a fine be paid in accordance with the following schedule.

Failure to pay the fine shall be deemed a violation of the Code and enforceable through proceedings before the City Code Enforcement Board.

DIAMETER at BREAST HEIGHT	PENALTY
<i>caliper of tree 4.5 feet above grade</i>	
4.5-6 inches	\$2,500
6-10 inches	\$7,500
11-15 inches	\$15,000
16-20 inches	\$30,000
21-30 inches	\$45,000
30 + inches	\$75,000
Any tree designated 'Historic', as defined herein	\$75,000 plus \$2,500 per inch over inches

*Note; Historic tree means a tree which has been identified by the city commission to have special historic significance or that has achieved at least 50 percent of the DBH of the species as identified in the Florida Champion Trees of Florida database, maintained by the Forest Service, as amended, excluding invasive plant species as defined in the City's Land Development Code.

Appendix A of the City's Code of Ordinances will be updated with the Penalty table along with other necessary housekeeping revisions at a later time.

HISTORY

In 2001, the Local Planning Agency considered similar amendment language to Chapter 5 Resource Protections recommending (5-0) then a flat penalty (\$7,500 per violation) with penalty fees remaining the same for the removal of trees without a permit. Currently, the Land Development Code does not contain any section for Penalties for Violations of code.

Staff has researched other municipalities and found that the proposed penalties are somewhat comparable to

enforcement regulations found elsewhere. Also, the cost to relocate two large Oak trees to Shepard's Park in the City was considered when determining penalties.

Most recently, trees were removed illegally at the approved Osprey Preserve development with no provision in the code for staff to formulate and enforce penalties. A stop work order was placed on the site by the City's building official. The developer who removed the trees and vegetation illegally proposed to replace the trees on site based on the codes replacement ratio currently in the code. An additional monetary fine for trees/vegetation that would not fit on the site was accepted and approved by the Commission.

The proposed Land Development Code (LDC) text amendment will require a notice of two public hearings before the City Commission for a final approval.

Funding Source:

N/A.

Recommended Action:

Motion to recommend approval of Ordinance No. 2378-2021, text amendment to Chapter 5 Resource Protections standards contained in the City's Land Development Code.

ATTACHMENTS:

Description	Upload Date	Type
 A.1 Ord. 2478-2021 Penalties for Tree Removal - LDC text amendment	11/28/2021	Ordinance add to Y drive
 D.1 Ord. 1795-01 Withdrawn 07.09.01	11/28/2021	Backup Material
 D.2 Shepard Park Tree location cost	11/28/2021	Backup Material



**BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA
ORDINANCE NUMBER 2478-2021**

AN ORDINANCE OF THE CITY OF STUART, FLORIDA, AMENDING THE EXISTING SECTION OF CHAPTER V RESOURCE PROTECTION STANDARDS OF THE CITY'S LAND DEVELOPMENT CODE, ESTABLISHING "PENALTIES FOR VIOLATIONS" FOR THE REMOVAL OF TREES IN VIOLATION OF THE CODE; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR CODIFICATION; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the City Commission, has determined the need to establish a range of penalties for removal of any tree from any property in violation of Chapter V Resource Protection Standards of the City's Land Development Code; and

WHEREAS the purpose of this Land Development Code Amendment is to establish certain penalties for removal of trees in violation of the code; and

WHEREAS, the Land Development Code amendments were presented to the Local Planning Agency on 9th December, 2021; and

WHEREAS, the City Commission duly scheduled, advertised, and held a public hearing on __/__/__, to consider this ordinance and provide for full public participation in the Land Development Code amendment process.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA THAT:

SECTION 1: CHAPTER V 'Resource Protection Standards of Stuart Land Development

Code is amended to read as follows:

CHAPTER V : RESOURCE PROTECTION STANDARDS

SECTION 5.05.08 PENALTIES FOR VIOLATIONS

Except as otherwise provided in this Code, each violation of the provisions of this Code chapter that involves more than 1,500 square feet of land shall be deemed a separate violation. The owner of the real property as well as the person who caused the violation to occur shall be deemed the alleged violators.

The Stuart Code Enforcement Board may determine in a proper case that a violation of any provision of this chapter may be irreparable or irreversible in nature pursuant to F.S. chapter 162. Accordingly, said Board shall have the authority to impose a fine of up to \$5,000 for each violation found.

Upon a finding by the City Development Director that a violation has occurred, notice of the violation shall be provided to the alleged violator(s) that specifies the nature of the violation and directs that a fine be paid in accordance with the following schedule.

Failure to pay the fine as directed by the City Development Director shall be deemed a violation of this Code enforceable through proceedings before the City Code Enforcement Board.

Any person who removes any tree from any property in violation of this Code shall be subject to the following penalties:

DIAMETER at BREAST HEIGHT	PENALTY
<i>caliper of tree 4.5 feet above grade</i>	
4.5-6 inches	\$2,500
6-10 inches	\$7,500
11-15 inches	\$15,000
16-20 inches	\$30,000
21-30 inches	\$45,000
30 + inches	\$75,000
Any tree designated 'Historic', as defined herein	\$75,000 plus \$2,500 per inch over inches

Monies shall be paid to the City and failure to make payment shall be deemed a violation of this Code. Unless and until paid, the Development Department may withhold the issuance of further development orders for development on the subject property including building permits and certificates of occupancy.

SECTION 2: Section 5.05.08 Penalties for Violations of the Stuart Land Development Code, is amended as follows:

CHAPTER 5 PENALTIES FOR VIOLATIONS

5.05.08 Tree Removal; Penalties for Violations.

A. A tree removal permit must be issued by the City Development Department for work undertaken pursuant to this Chapter V of this Code.

B. Any person who removes any tree from any property in violation of this Code shall be subject to the following penalties:

DIAMETER at BREAST HEIGHT	PENALTY
<i>caliper of tree 4.5 feet above grade</i>	
4.5-6 inches	\$2,500
6-10 inches	\$7,500
11-15 inches	\$15,000
16-20 inches	\$30,000
21-30 inches	\$45,000
30 + inches	\$75,000
Any tree designated 'Historic', as defined herein	\$75,000 plus \$2,500 per inch over inches

C. Monies shall be paid to the City and failure to make payment shall be deemed a violation of this Code. Unless and until paid, the Development Department may withhold the issuance of further development orders for development on the subject property including building permits and certificates of occupancy.

SECTION 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4: If any section, sentence, clause, phrase or word of this ordinance is for any reason declared to be unconstitutional, inoperative or void, such holding shall not affect the remaining portions of this ordinance and the remaining portions shall be deemed and held to be valid.

SECTION 5: The provisions of this ordinance shall be codified.

SECTION 6: Upon complete execution of this Ordinance, the City Clerk is directed to record a Certified Copy of the same in the Public Records of Martin County, Florida.

Passed on first reading the ____ day of _____, 2021.

Commissioner _____ offered the foregoing Ordinance and moved its adoption.

The motion was seconded by Commissioner _____ and upon being put to a roll call

vote, the vote was as follows:

EULA R. CLARKE, MAYOR
MERRITT MATHESON, VICE MAYOR
BECKY BRUNER, COMMISSIONER
TROY MCDONALD, COMMISSIONER
MIKE MEIER, COMMISSIONER

YES	NO	ABSENT	ABSTAIN

ADOPTED on second and final reading this ____ day of _____, 2021.

ATTEST:

MARY R. KINDEL
CITY CLERK

EULA R. CLARKE
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

MICHAEL J. MORTELL, ESQ.
CITY ATTORNEY

CITY’S ACKNOWLEDGMENT

The above Ordinance was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2021, by Eula R. Clarke, Mayor, and Mary R. Kindel, City Clerk, respectively, of the City of Stuart, Florida, a Florida municipal corporation, who ☐ are personally known to me or ☐ have produced _____ as identification.

(Notary Seal)

Signature of Notary Public

Printed Name: _____

City of Stuart

Withdrewn 7/9/01
☐ D

Sealfish Capital of the World

BEFORE THE CITY COMMISSION
 CITY OF STUART, FLORIDA

ORDINANCE NUMBER 1795 - 01

AN ORDINANCE OF THE CITY COMMISSION OF THE
 CITY OF STUART, FLORIDA RELATING TO PENALTIES
 FOR A VIOLATION OF THE LAND DEVELOPMENT
 REGULATIONS; PROVIDING SPECIFIC PENALTIES FOR
 THE REMOVAL OF TREES IN VIOLATION OF THE CODE;
 PROVIDING FOR A SEVERABILITY CLAUSE, A
 CONFLICTS CLAUSE AND A CODIFICATION CLAUSE;
 PROVIDING AN EFFECTIVE DATE; AND FOR OTHER
 PURPOSES.

* * * * *

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF
 STUART, FLORIDA that:

SECTION 1: CHAPTER V of the Stuart Land Development Code, being
 Ordinance No. 1185 of the City Commission of the City of Stuart, Florida, as amended,
 is amended to read as follows:

CHAPTER V RESOURCE PROTECTION STANDARDS

* * * * *

5.07.00 PENALTIES FOR VIOLATIONS

Except as otherwise provided in this Code, eEach violation of the provisions of
 this Code chapter that involves more than 1,500 square feet of land shall be deemed a
 separate violation. The owner of the real property as well as the person who caused
 the violation to occur shall be deemed the alleged violators.

The Stuart Code Enforcement Board may determine in a proper case that a violation of any provision of this chapter may be irreparable or irreversible in nature pursuant to F.S. chapter 162. Accordingly, said Board shall have the authority to impose a fine of up to \$5,000 ~~\$7,500.00~~ for each violation found.

Upon a finding by the City Development Director that a violation has occurred, notice of the violation shall be provided to the alleged violator(s) that specifies the nature of the violation and directs that a fine be paid in accordance with the following schedule.

Failure to pay the fine as directed by the City Development Director shall be deemed a violation of this Code enforceable through proceedings before the City Code Enforcement Board.

Any person who removes any tree from any property in violation of this Code shall be subject to the following penalties:

<u>DIAMETER at BREAST HEIGHT</u> <u>(caliper of tree 4.5 feet above grade)</u>	<u>PENALTY</u>
<u>4.5-6 inches</u>	<u>\$500</u>
<u>6-10 inches</u>	<u>\$1,500</u>
<u>11-15 inches</u>	<u>\$3,000</u>
<u>16-20 inches</u>	<u>\$6,000</u>
<u>21-30 inches</u>	<u>\$9,000</u>
<u>30 + inches</u>	<u>\$15,000</u>
<u>Any tree designated 'Historic', as defined herein</u>	<u>\$15,000 plus \$500 per inch over inches</u>

Monies shall be paid to the City and failure to make payment shall be deemed a violation of this Code. Unless and until paid, the City may withhold the issuance of further development orders for development on the subject property including building permits and certificates of occupancy.

SECTION 2: CHAPTER XI of the Stuart Land Development Code, being Ordinance No. 1185 of the City Commission of the City of Stuart, Florida, as amended, is amended to read as follows:

CHAPTER XI ADMINISTRATION AND ENFORCEMENT

* * * * *

11.03.09 Tree removal; Penalties for Violations.

A. A tree removal permit must be issued by the City Development Department for work undertaken pursuant to this Chapter V of this Code. Application for such permit shall be on forms prescribed by the City Development Director. The fee for such permit shall be set by the City Manager.

B. Any person who removes any tree from any property in violation of this Code shall be subject to the following penalties:

<u>DIAMETER at BREAST HEIGHT</u> <u>(caliper of tree 4.5 feet above grade)</u>	<u>PENALTY</u>
<u>4.5-6 inches</u>	<u>\$500</u>
<u>6-10 inches</u>	<u>\$1,500</u>
<u>11-15 inches</u>	<u>\$3,000</u>
<u>16-20 inches</u>	<u>\$6,000</u>
<u>21-30 inches</u>	<u>\$9,000</u>
<u>30 + inches</u>	<u>\$15,000</u>
<u>Any tree designated 'Historic', as defined herein</u>	<u>\$15,000 plus \$500 per inch over inches</u>

C. Monies shall be paid to the City and failure to make payment shall be deemed a violation of this Code. Unless and until paid, the City may withhold the issuance of further development orders for development on the subject property including building permits and certificates of occupancy.

SECTION 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4: If any section, sentence, clause, phrase or word of this ordinance is for any reason declared to be unconstitutional, inoperative or void, such holding shall not affect the remaining portions of this ordinance and the remaining portions shall be deemed and held to be valid.

SECTION 5: The provisions of this ordinance shall be codified.

SECTION 6: This ordinance shall take effect upon adoption.

PASSED on first reading this 25th day of June, 2001.

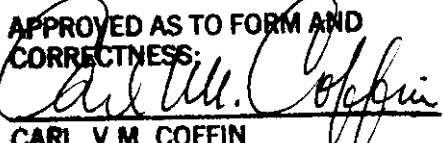
ADOPTED on second reading this _____ day of July, 2001.

ATTEST:

DIANNE M. O'DONNELL
CITY CLERK

GENE C. RIFKIN
MAYOR

APPROVED AS TO FORM AND
CORRECTNESS:


CARL V.M. COFFIN
CITY ATTORNEY

City of Stuart
City Commission

AGENDA ITEM

MEETING DATE: June 25, 2001 **PREPARED BY:** Doug Schramm
Planner I

TITLE OF ITEM: *1745-01* **Public Hearing:** Request to consider proposed code amendment to Section 5.07.00 (Penalties for Violations) and Section 11.03.09 (Tree Removal) of the Land Development Regulations to modify the existing monetary penalty for the removal of a Specimen Tree and/or Historic Tree.

SUMMARY EXPLANATION/BACKGROUND INFORMATION:

In an effort to better protect our natural environment, staff feels the proposed code amendment to modify the current flat penalty (\$7500 per violation) for the illegal removal of a Specimen and/or Historic Trees to a graduated monetary penalty will provide a more equitable representation for a particular violation. Staff researched other municipalities and found that the proposed penalties are comparable to enforcement regulations found elsewhere. The overall intent of this provision is to preserve and protect trees within our community. All monies collected will be placed into a City Tree Trust and Restoration Fund. The monies to be placed into the fund will be designated for landscape improvements on City property.

LPA RECOMMENDATION:

The LPA approved the following code amendment 5-0 on March 15, 2001 and made the following recommendations:

- Penalty fees shall be the same for the removal of trees without a permit.
- Revise language regarding violation penalties.

NOTE: Staff considered the LPA Board's recommendation to have the penalty for the illegal removing of Historic and/or Specimen Trees and illegal grading, excavating, and/or clearing of land to remain the same in order to simplify the LDR. However, upon further research, staff feels that the penalty fees should not be the same due to the fact that trees are of greater value and are deemed irreplaceable. It is clearly not the City's intention to "make money", but it is clearly the City's goal to deter such illegal activities and preserve our natural environment.

ATTACHMENT:

- Proposed ~~strike through~~ and underline revisions to the Land Development Regulations
- Ordinance

DEPARTMENT HEAD RECOMMENDATION:

Approve proposed text amendment

Moni Graziani

Monica Graziani, Acting City Development Director

Carl M. Coffin

Carl Coffin, City Attorney

David Collier

David Collier, City Manager

6-18-01

Date
6/18/01

Date
6/19/01

Date

1. ORDINANCE WITHDRAWN 7/9/01



URBAN FORESTRY WORKS

P.O BOX 67 BARBERVILLE, FL 32015

PHONE: (386) 202-4798

FAX: (386) 202-4990

City of Stuart- Shepard Park Live Oaks

Urban Forestry Works proposes to supply, deliver and install (2) 14" caliper live oaks 30'x30' at Shepard Park in Stuart, FL. The trees have been root pruned and are ready to be transplanted. Trees will be dug and transplanted using a 7'x7' LTTS Box. UFW will supply trucking, equipment, supplies and labor associated with installation.

(2) 14" caliper live oaks delivered and installed: \$13,500 per tree

Total: \$27,000

- Pricing includes the tree, freight to job site, and equipment including a 75 ton crane.
- UFW will install anchoring system on each tree and will provide 70% sand/30% topsoil backfill mix.
- UFW would request that the city provide permanent irrigation after trees are installed. The trees require 125g of water per day, (4) popup spray heads, and (4) run times per day totaling 125g of water per day.
- UFW would require a 14'x10' planting hole, free of utilities and restrictions.





Notice of Intent to Award a Single Source Procurement

Date: June 4, 2021

Subject:

- Two (2) 14" caliper Southern Live Oaks, '*Quercus virginiana*' that average 35'tall x30' wide. Must be unique specimen (natural character) root pruned Live Oak with interlocking limb characteristics.
- Price includes the tree, freight, and installation with equipment (75-ton crane), anchoring system, and amended soils (70% and/30% topsoil). Must be transported in steel boxes or similar root ball protection system.
- Must transport oaks and cover the recently poured pervious pavement with plywood to protect surface from damage.

Written Response Due: June 11, 2021

Time: 5:00 PM

E-mail Address: aknofla@ci.stuart.fl.us

This is NOT a Request for Proposal and there is no solicitation available. The proposed Sole Source action is for product for which the City intends to negotiate and award with only one source under the authority of the City of Stuart, purchasing manual Section 15 and Florida State Statute 287.057(5)(3) c. Any response received as a result to this notice shall be considered solely for the purpose of determining whether to conduct a competitive procurement. Responses will NOT be considered as a bids, quotes, or proposals.

The City of Stuart, Florida intends to negotiate Sole-Source procurement to use the service of purchasing the subject trees. The City would procure these goods with Heaton Tree & Turf.

Interested vendors or individuals may identify their interest and capability to respond to the requirement by submitting in writing name, address, point of contact, telephone number, email address, and statement regarding capability to provide the requested. Interested vendors will be considered only if they respond with clear and convincing documentation that they are capable meet or exceed the requirements set forth. All responses must be received within (7) calendar days, no later than November 23, 2020 @ 5:00PM. All responses must be in writing and returned to ATTN: Alaina Knofla Procurement Analyst, City of Stuart Procurement and Contracting Division by mail 121 SW Flagler Ave. Stuart, Florida 34494 or email Note inquiry on document.